



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Pacific National (Queensland Coal) Pty Ltd T/A Pacific National
Queensland Coal**
(AG2018/3575)

PACIFIC NATIONAL QUEENSLAND COAL ENTERPRISE AGREEMENT 2018

Rail industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 23 NOVEMBER 2018

Application for approval of the Pacific National Queensland Coal Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Pacific National Queensland Coal Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Pacific National (Queensland Coal) Pty Ltd T/A Pacific National Queensland Coal. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] I observe that clause 24.1 (b) of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting clause 5 (b) of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Australian Rail Tram and Bus Industry Union, and Australian Federated Union of Locomotive Employees, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[6] The Agreement was approved on 23 November 2018 and, in accordance with s.54, will operate from 30 November 2018. The nominal expiry date of the Agreement is 30 November 2021.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE500840 PR702570>

Annexure A

AG2018/3575 – Application for approval of the Pacific National Queensland Coal Enterprise Agreement 2018

UNDERTAKING

Pacific National (Queensland Coal) Pty Ltd provides the following undertaking in relation to the *Pacific National Queensland Coal Enterprise Agreement 2018*:

1. Pacific National (Queensland Coal) Pty Ltd undertakes that if a casual employee who is employed in the following classifications, Level 1 Trained Driver, Level 2 Trainee Driver and Level 3 Advanced Trainee Driver and who works on a public holiday, that casual employee will be paid at least the total hourly rate which would be applicable to them under the *Rail Industry Award 2010* plus an additional \$1.00 per hour for the hours worked on that public holiday shift.
2. Pacific National (Queensland Coal) Pty Ltd undertakes that if a casual employee who is employed at the Level 2 Trainee Driver classification and who works on a Sunday, will be paid at least the total hourly rate which would be applicable to them under the *Rail Industry Award 2010* plus an additional \$1.00 per hour for the hours worked on that Sunday shift.

Signed for and on behalf of Pacific National (Queensland Coal) Pty Ltd



Brett Lynch
President Coal

22 November 2018

PACIFIC NATIONAL QUEENSLAND COAL ENTERPRISE AGREEMENT 2018

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

TABLE OF CONTENTS

PART 1 - GENERAL	5
1 Title	5
2 Parties Covered by this Agreement	5
3 Duration of this Agreement	5
4 Effect of Agreement	5
5 Relationship to the National Employment Standards	5
6 No Extra Claims	5
7 Definitions	6
8 Aims of this Agreement	9
9 Fatigue Management	9
10 Terms of Employment	10
10.2 Full-time employment	10
10.3 Part-time employment (including Job Share)	10
10.4 Fixed Term or Fixed Task Employment	11
10.5 Casual employment	11
10.6 Job Share	13
10.7 Probationary employment	14
11 Ordinary Hours of Work	15
11.1 Cancellation of Shifts	16
11.2 Limitation of Hours Breach	16
11.3 Rostered off Periods (ROPs)	17
11.4 Meal Breaks	17
11.5 Stranded Employees	17
12 Barracks Working	18
12.1 Barracks Detention	18
12.2 Barracks Allowance	18
12.3 Barracks Cancellation	18
12.4 Barracks Locations	19
12.5 Barracks Flexibility	19
13 Home Base and Sign-On/Sign-Off Provision	19
14 Shift Limits	20
15 Maximum hours on Duty in Emergency Situations	20
16 Travel to Commencement point	21
17 Overtime	21
18 Classification Structure	23
19 Remuneration	24
19.1 Base Salary Increases	24
19.2 Total Remuneration Package	24
19.3 Aggregate Penalty Multiplier	25
19.4 Superannuation	25
20 Salary Sacrifice	25
20.1 Superannuation	25
21 Payment of Salaries	26
22 Overpayment of Salaries	26

PART 4 – LEAVE ENTITLEMENTS	27
23 Annual Leave	27
23.1 Entitlement.....	27
23.2 Rules for Taking Annual Leave	27
23.3 Extensive Accumulated Annual Leave	28
23.4 Cash Out of Annual Leave.....	28
24 Personal/Carer's Leave	28
24.1 Entitlement.....	28
24.2 Taking Personal Leave	28
24.3 Notification of Absence	29
24.4 Evidence	29
24.5 Cashing Out Personal Leave	29
25 Unpaid Carer's Leave.....	30
25.1 Entitlement.....	30
25.2 Notification of Absence	30
25.3 Evidence	30
26 Compassionate Leave.....	30
26.1 Entitlement.....	30
26.2 Notification of Absence	31
26.3 Evidence	31
27 Parental Leave	31
27.1 Entitlement to Parental Leave.....	31
27.2 Entitlement to Paid Parental Leave.....	31
28 Long Service Leave.....	33
29 Community Service Leave	33
30 Defence Leave	33
31 Trauma Leave	34
32 Cultural Leave	34
33 Special Leave.....	34
34 Domestic Violence Policy	34
35 Public Holidays.....	35
35.1 Definitions	35
35.2 Payment for Public Holidays.....	35
PART 5 – FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION.....	36
36 Flexibility	36
37 Consultation	37
38 Dispute Resolution	39
39 Workplace Improvement Forum	40
40 Temporary Transfers.....	41
PART 6 – TERMINATION AND REDUNDANCY	42
41 Termination of Employment	42
41.1 Termination by Pacific National Queensland Coal.....	42
41.2 Termination by an Employee	42
41.3 Notice of Termination by Pacific National Queensland Coal.....	42
41.4 Summary Dismissal	43

41.5	Requirements on Termination of Employment.....	43
41.6	Abandonment of Employment.....	44
41.7	Disciplinary action.....	44
42	Redundancy	44
PART 7 – WORKPLACE DELEGATES		45
43	Workplace Delegates	45
PART 8 – AWARD COMPLIANCE AND UNION MATTERS		46
44	Right of Entry for Union Officials	46
45	Uniforms and Safety Equipment.....	46
46	Medical/Health Checks.....	46
46.1	Fit For Work.....	46
46.2	Medicals.....	47
46.3	Payment for Pathology Blood Testing.....	48
47	Occupational Health and Safety	48
47.1	Health & Safety	48
47.2	Incapacity to Return to Work.....	48
48	Company Policies and Procedures.....	49
49	Stand Down.....	49
PART 9 – SCHEDULES		51
Schedule 1 - Base Rates of Pay		51
Schedule 2 – Barracks Allowance Increases		51

PART 1 - GENERAL

1 TITLE

This Agreement shall be known as the Pacific National Queensland Coal Enterprise Agreement 2018.

2 PARTIES COVERED BY THIS AGREEMENT

This Agreement covers and applies to:

- (a) Pacific National Queensland Coal; and
- (b) Employees engaged by Pacific National Queensland Coal to perform work in accordance with the classification structure at Clause 18 of this Agreement in the State of Queensland.

This Agreement has been negotiated with:

- (a) Australian Rail, Tram and Bus Industry Union, Queensland Branch; and
- (b) Australian Federated Union of Locomotive Employees (QLD),

as bargaining representatives of employees. Those unions may apply to be covered by the Agreement, as provided by the Fair Work Act 2009 (Cth).

3 DURATION OF THIS AGREEMENT

This Agreement shall operate from the commencement of the first full pay period 7 days after Fair Work Commission approval unless otherwise specified in the Agreement, for a period of 3 years.

4 EFFECT OF AGREEMENT

This Agreement wholly replaces the *Pacific National Queensland Coal Enterprise Agreement 2014* and applies to the exclusion of any Award(s) or any Industrial Instrument.

5 RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

- (a) Nothing in this Agreement will operate to provide a less favourable outcome for Employees, in a particular, with respect to the NES.
- (b) Employee entitlements under this Agreement apply unless a superior condition applies in accordance with the NES. The entitlements in this Agreement are provided in satisfaction of, and not in addition to, entitlements under the NES.

6 NO EXTRA CLAIMS

For the period of operation of this Agreement, there will be no extra claims.

7 DEFINITIONS

In this Agreement:

Accommodation Allowance means an allowance payable as a reimbursement for actual accommodation costs supported by appropriate evidence to Employees who undertake a temporary transfer from their home base, at a value up to \$120 per night. Accommodation Allowance will be increased annually in line with Schedule 2 of this Agreement.

Agreement means this agreement, the Pacific National Queensland Coal Enterprise Agreement 2018.

Annual Hours Bank means the bank of ordinary hours as defined at Clause 11 Ordinary Hours of Work.

Award means any applicable Modern Award, federal award, transitional federal award, pre-reform federal award and a national agreement preserving state award.

Base Salary means the annual base rates of pay for Employees as outlined in Schedule 1 of the Agreement.

Calendar Year means the period commencing 1 January and concluding 31 December.

Commencement Date means 7 days after this Enterprise Agreement is approved by the Fair Work Commission.

Daily Allowance means allowance payable for meals and incidentals in Clause 11.5 (Stranded Employees), and Clause 40 (Temporary Transfers) as applicable. Daily Allowance will increase annually in line with Schedule 2 of this Agreement.

Driving includes any activity normally carried out by a person who is involved in any of the processes associated with the control or operation of a train as it relates to its movement or potential movement, including where a train happens to be stationary at any particular point in time. Control applies to direct control of equipment within the driving cab. An activity such as shunting where a driver is assisted on the ground by his/her co-driver performing shunting duties could be considered 2 driver operations, provided they both had the relevant driver qualifications. If they did not, then it would be considered a 1 driver operation - with the maximum of a 9-hour shift.

Driver Only Operation (DOO) or Single Driver Operation (SDO) means one qualified train driver, Level 4 or above driving a train.

Employee means an employee engaged by Pacific National Queensland Coal to perform work in accordance with the classification structure at Clause 18 (Classification Structure) of this Agreement.

Employer means Pacific National Queensland Coal.

Excess Hours Bank means the bank of Limitation of Hours (LOH) infringement hours as per Clause 11.2(a), Barrack Flexibility as per clause 12.5 and the overtime hours as per Clause 17.1(g).

FWC means the Fair Work Commission or any successor.

Financial Year means the twelve month period running from 1 July to 30 June each year.

FW Act means the *Fair Work Act 2009* (Cth) or any successor to that Act.

FW (Transitional) Act means the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.

Home Base takes the meaning as outlined in clause 13(a) of this Agreement.

Immediate Family means

- (a) a spouse of the Employee (including a former spouse, a de facto spouse and a former defacto spouse); or
- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of either the Employee or the Employee's spouse or de facto partner.

Industrial Instrument means any instrument recognised or registered under the national workplace relations system that sets out the minimum conditions of employment for Employees to whom they apply or they cover and includes but is not limited to an enterprise agreement, Award, Transitional Instrument as defined under the FW (Transitional) Act, transitional minimum wage instrument and state based agreements.

Lift up and lay back 'Lift up' refers to the process of changing the start time to earlier than the original rostered start time. 'Lay back' refers to the process of changing the start time to later than the original rostered start time. Lift up and Lay Back start times are based on original rostered sign on time. The maximum period of lift up from the original start time is two hours and the maximum period of layback from original start time is four hours.

NES means the National Employment Standards as set out in the FW Act, as amended from time to time.

Pacific National Queensland Coal means Pacific National Queensland Coal Pty Limited ABN 63 129 529 648.

Pay Day means the day on which wages and salaries would ordinarily be paid.

Performance Bonus means an amount which is 6% of an Employee's Total Remuneration Rate and is payable under clause 19.2 (e) (Remuneration).

Person includes any body, corporation or individual.

Redundancy Situation means a set of circumstances that occurs where Pacific National Queensland Coal has made a definite decision that it no longer requires the job done by an Employee to be done by anyone and that decision leads to the termination of an Employee's employment at Pacific National Queensland Coal's initiative, except where this is due to ordinary and customary turnover of labour.

Rostered off period (ROP) a period of time where an Employee is not rostered to work commencing from the end of the previous shift for a period of 32 hours. Where there is a series of consecutive rostered off periods, the subsequent periods are of 24 hours duration, for example, in a consecutive set of three (3) ROPs the total ROP is 80 hours.

Shift worker for the purposes of NES and this Agreement means an Employee who is regularly rostered to work shifts that are rostered 24 hours a day for 7 days a week and who regularly works on Sundays and public holidays.

Solo Sit / Live Stow Shift requires a fully qualified Driver Level 4 or above Qualified in all relevant locomotive power for the train, to monitor a live locomotive/consist at a location where it is not required to move.

Total Remuneration Rate is the Base Salary and Aggregate Penalty Multiplier (APM).

Two (2) Driver Operation (TDO) means two qualified train drivers, Level 4 or above (including a qualified train driver, Level 4 or above who is learning a route or undergoing an assessment) driving a train.

8 AIMS OF THIS AGREEMENT

The aims of this Agreement are:

- (a) Provide the terms, conditions, and benefits of employment for Employees;
- (b) Foster a preferred workplace culture and development environment;
- (c) Align the interests of Employees and Pacific National Queensland Coal in achieving Pacific National Queensland Coal's business strategies and goals;
- (d) An ongoing commitment by all parties to this Agreement to ensure safety, health and environmental risks are appropriately managed;
- (e) The parties are committed to working flexibly and efficiently without demarcation in relation to duties;
- (f) The parties recognise that continuous improvement will contribute to the commercial success of the business, which will in turn support employment benefits;
- (g) Employees will perform tasks which are safe, efficient, logical and legal (SELL) for which they have been trained and have current demonstrated competency;
- (h) Pacific National Queensland Coal's right to introduce and require the use of new technology, systems and/or processes which improve business efficiency and effectiveness will be supported by all stakeholders;
- (i) The parties commit to the development of a constructive and respectful working relationship between employees and Pacific National Queensland Coal which is safe, commercially and customer focused and aligned to the growth of the business;
- (j) The parties commit to ongoing development of career paths and/or opportunities for Employees.

9 FATIGUE MANAGEMENT

- (a) Pacific National Queensland Coal and Employees are committed to controlling the risks associated with workplace fatigue.
- (b) This includes as a first principle that if anyone self declares or shows signs and any symptoms of fatigue, it will be managed effectively and without prejudice on a case by case basis.
- (c) The parties acknowledge a comprehensive risk based approach is the most effective way to manage fatigue. This includes, but does not rely on FAID as the sole tool to manage fatigue. Pacific National Queensland Coal commits to consult as required for the ongoing development and implementation of the range of controls as per the Fatigue Management Standard.
- (d) A key control is a commitment to exploring different roster and shift patterns through consultation with the WIF. Pacific National Queensland Coal will implement training to raise awareness and knowledge about fatigue management. Utilisation of the fatigue management tools will be in accordance with the enterprise agreement, relevant standards and policies.

PART 2 – EMPLOYMENT CONDITIONS

10 TERMS OF EMPLOYMENT

10.1 Terms of employment

- (a) Employees may be engaged as:
 - (i) full time;
 - (ii) part-time; or
 - (iii) casual.
- (b) A Full-Time Employee or Part-Time Employee may be engaged either as a:
 - (i) Ongoing Employee; or
 - (ii) Fixed Term or Fixed Task Employee.

10.2 Full-time employment

- (a) A Full-Time Employee's ordinary hours of work are an average of 38 hours each week. This is the equivalent of 1976 ordinary hours per annum inclusive of paid leave hours. The period over which the hours are averaged may be up to 12 months.

10.3 Part-time employment (including Job Share)

- (a) A Part-time Employee's ordinary hours of work are less than the standard ordinary hours of work for an equivalent Full-Time Employee. Employees engaged on a Job Share basis are Part-Time Employees.
- (b) A Part Time Employee shall be engaged for a minimum of four (4) hours per shift and 15 hours per week.
- (c) A Part Time Employee's ordinary minimum number of hours per annum and, the scheduling of those hours will be agreed in writing at the commencement of the employment; outlining available for duty periods, not available for duty periods, and allocated ROP periods.
- (d) A Part-Time Employee's ordinary hours of work may be varied by written agreement between an Employee and Pacific National Queensland Coal without the imposition of any penalty or other additional payment.
- (e) A Part-Time Employee may agree to work more than their usual or contracted hours. Where this is required, these hours shall not be considered Overtime provided that the hours are less than the standard ordinary hours of work for an equivalent Full-Time Employee, and occur during the span of Ordinary Hours as set out in Clause 11. Where the additional hours exceed this, they will be paid the applicable overtime rate as set out at Clause 17 of this Agreement.
- (f) A Part-Time Employee may agree to work on a allocated Rostered Off Period (ROP), which will be paid at applicable rates as set out at Clause 17 of this Agreement.
- (g) A Part-Time Employee receives, on a pro rata basis, equivalent pay and leave entitlements to those of Full-Time Employees of the same classification.

10.4 Fixed Term or Fixed Task Employment

- (a) A Full-Time or Part-time Employee may be engaged for a specific period of time or for a specific task(s) (i.e. fixed term or fixed task).
- (b) If a Fixed Term or Fixed Task Employee becomes an Ongoing Employee immediately after a period of fixed term or fixed task employment, the period worked as a Fixed Term or Fixed Task Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- (c) For the avoidance of doubt Fixed Term or Fixed Task Employees accrue, on a pro rata basis, annual leave, personal/carers leave and compassionate leave under this Agreement in the same manner as Full Time or Part Time Ongoing Employees. Only accrued annual leave and the excess hours bank balance is payable on the conclusion of the fixed term/fixed task period.
- (d) At the end of a Fixed Term or Fixed Task Employee's contract of employment, there is no obligation for Pacific National Queensland Coal to offer that Fixed Term or Fixed Task Employee any further or additional employment.
- (e) Other than in cases of misconduct that warrants summary dismissal, Pacific National Queensland Coal may terminate a Fixed Term or Fixed Task Employee at any time during the fixed term by giving two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice, or such greater period of notice or payment in lieu of notice required in accordance with NES.
- (f) Payment in lieu of notice will be made if the appropriate notice period is not given. Pacific National Queensland Coal may require all or part of the period of notice to be worked out, with any remainder to be paid out.

10.5 Casual employment

- (a) A Casual Employee is employed by the hour, on an as is and when is required basis.
- (b) A Casual Employee shall be engaged for a minimum of three (3) consecutive hours on a shift.
- (c) A Casual Employee is paid an hourly rate for each ordinary hour they work, that hourly rate being taken from the appropriate Base Salary in the Classifications. This will be the Employee's Base Salary for the purposes of this Agreement.
- (d) A Casual Employee is paid a loading of twenty five percent (25%) on his or her Base Salary rate for each hour worked. This loading does not form part of a Casual Employee's Base Salary rate.
- (e) Overtime rates and the Aggregate Penalty Multiplier will be calculated on the Casual Employee's Base Salary rate. For abundant clarity, the casual loading is not included in any calculation of overtime, shift or penalty rates.

- (f) An Employee shall be paid at their Base Salary plus Loading and Aggregate Penalty Multiplier in the following instances:
 - (i) Where a limitation of Hours Breach occurs (refer Clause 11.2) payment for all hours worked in excess of the shift limitation will be made; or
 - (ii) Where Barracks Flexibility encroachment (refer Clause 12.5) has been agreed, payment for the hours of layback infringement will be made.

When calculating the APM, clause 10.5 (e) will apply.

- (g) A Casual Employee's employment can be terminated on the giving of notice concluding at the end of the rostered shift or by Pacific National Queensland Coal making a payment in lieu of that notice period.
- (h) Subject to Clause 10.5 (i), a Casual Employee is not entitled to any leave entitlements contained in this Agreement including annual leave, annual leave loading, paid personal leave, paid carer's leave, paid parental leave, unpaid parental leave, compassionate leave, community service leave, long service leave, special leave, defence leave, sporting and cultural leave, attendance at court leave, any notice of termination or redundancy entitlement, or payment for any Public Holiday that are not worked.
- (i) A Casual Employee may be entitled to other unpaid leave in accordance with the NES or long service leave in accordance with the Industrial Relations Act 2016 (Qld).
- (j) Where a casual has worked:
 - (i) an average of 38 or more hours a week in the period of 12 months'; or
 - (ii) a regular pattern of hours on an ongoing basis, an average of less than 38 hours a week in the period of 12 months,

the Employee may request to have their employment converted to permanent employment consistent with the pattern of hours previously worked.

- (k) Where a Casual Employee seeks appointment under Clause 10.5(j), Pacific National Queensland Coal will consider such a request, and may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- (l) Reasonable grounds for refusal may include that:
 - (i) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement;
 - (ii) it is known or reasonably foreseeable that the Employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the Employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.

- (m) Where Pacific National Queensland Coal refuses an Employee's request to convert, Pacific National Queensland Coal must provide the casual Employee with the reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept Pacific National Queensland Coal's refusal, the Employee may raise a dispute in accordance with Clause 38 that will be dealt with under the dispute resolution procedure in Clause 38.
- (n) Pacific National Queensland Coal may, at any time, offer a Casual Employee the opportunity to be appointed as a permanent Employee, under terms provided for in this Agreement.
- (o) Any offer to convert the employment status of a Casual Employee must be in writing. The Casual Employee may elect to accept or to reject any offer made.
- (p) Where an offer is made and rejected, Pacific National Queensland Coal may seek to fill the position by other means.
- (q) Any agreement to convert a casual Employee to a permanent Employee will be recorded in writing.

10.6 **Job Share**

- (a) Qualified Locomotive Drivers who are permanently located at depots may apply to participate in a program of job sharing.
- (b) Where two Qualified Locomotive Drivers agree to job share at the same depot, and they will share the equivalent of one full-time rostered position. Each driver's employment conditions will be subject to written agreement between the two parties, this agreement will outline available for duty periods, not available for duty periods, and allocated ROP periods. A Part-Time job share Employee cannot work on their not available for duty periods.
- (c) A Part-Time Employee receives, on a pro rata basis, equivalent pay and leave entitlements to those of Full-Time Employees at the same classification.
- (d) Pacific National Queensland Coal may from time to time call for expressions of interest for Employees to participate in job share arrangements.
- (e) Where a job share employee exceeds their agreed Annualised hours they will be paid overtime in accordance with Clause 17.

10.7 Probationary employment

- (a) Pacific National Queensland Coal will initially engage a Full-Time Employee or a Part-Time Employee on probation for a period up to but not exceeding six (6) months.
- (b) The probation period is a period of review by which Pacific National Queensland Coal and the Employee can assess each other's performance, capacity, and willingness to continue the employment arrangements beyond this period.
- (c) During the probation period Pacific National Queensland Coal will monitor the Employee's employment and, where necessary, discuss it with the Employee concerned.
- (d) Any period of probation worked by an Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- (e) During an Employee's period of probation, Pacific National Queensland Coal or the Employee may terminate the employment for any reason by giving one (1) weeks' written notice.
- (f) Pacific National Queensland Coal may pay an Employee in lieu of all or part of the notice referred to in Clause 10.7(e).
- (g) The notice requirements set out in Clauses 10.7(e) and 10.7(f) do not apply in respect to an Employee whose employment is terminated for serious misconduct.

PART 3 – HOURS OF WORK, CLASSIFICATIONS AND REMUNERATION

11 ORDINARY HOURS OF WORK

- (a) The ordinary hours of work, for a full-time Employee, are 1976 per annum. This is equivalent to 52 weeks at 38 ordinary hours per week. The annual ordinary hours are made up as follows:
 - i. 1976 hours, which includes the public holidays as set out within Clause 35 *Public Holidays* and annual leave as set out within Clause 23 *Annual Leave* for a shift worker; or
 - ii. 1976 hours which includes the public holidays as set out within Clause 35 *Public Holidays* and annual leave as set out within Clause 23 *Annual Leave* for a non-shift worker.
- (b) While public holiday hours are included in the total hours outlined above, where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to the provisions of the FW Act.
- (c) Pacific National Queensland Coal will develop specific roster patterns which allocate hours of work in accordance with business needs. Although Employees may work more ordinary hours from one week to the next in a roster pattern or from one roster pattern to another roster pattern, those Employees will not be required to work more than an average of 38 ordinary hours per week on an annual basis.
- (d) Pacific National Queensland Coal may vary the master roster following consultation in accordance with Clause 37 of this Agreement. Following consultation, the change will take effect with 14 days written notice to the affected Employee/s unless the relevant Employees agree to a shorter period.
- (e) Pacific National Queensland Coal may request or require an Employee to work reasonable additional overtime hours. However, Pacific National Queensland Coal will only make such a request or issue such a requirement in compliance with the requirements imposed by section 62 of the FW Act. In the event that an Employee proposes to refuse such a request, Pacific National Queensland Coal requires the Employee to provide 72 hours' notice.

11.1 Cancellation of Shifts

- (a) Ordinary Hours: If, due to business requirements or other events, a shift is cancelled and an Employee has been given more than four (4) hours' notice of such cancellation, two (2) hours shall be credited to the Employee's Annual Hours. Where four (4) hours or less notice is provided the rostered shift hours shall be credited to the Employee's Annual Hours.
- (b) Overtime Hours: If, due to business requirements or other events, a shift is cancelled and an Employee has been given more than four (4) hours' notice of such cancellation, two (2) hours shall be credited to the Employee's Annual Hours. Where four (4) hours or less notice is provided, four (4) hours will be paid at the applicable Overtime rate.
- (c) Where an Employee has received advice of their next shift prior to the cancellation of a shift, that advised sign-on time will remain. Where an Employee has not received advice of their next shift prior to the cancellation of a shift, the Employee shall be entitled to a minimum of 24 hours off duty from the time notified of the cancellation until their next required sign-on time. The conditions above may be altered subject to the mutual agreement between the parties.

11.2 Limitation of Hours Breach

- (a) Where a Limitation of Hours Breach occurs, the affected Employee shall have all hours prior to the limitation of hours breach credited to their Annual Hours Bank, and all hours worked in excess of the shift limitation credited to their Excess Hours Bank at the rate of 1.7 times.
- (b) In addition, the minimum time off between shifts will be increased by the length of the Limitation of Hours breach. Examples include:
 - (i) A Limitation of Hours breach of one (1) hour when signing off at an Employee's Home Base will mean the minimum time off between shifts is thirteen (13) hours.
 - (ii) In the case of barracks working with a Limitation of Hours breach of one (1) hour, it shall be a minimum of nine (9) hours off between shifts.
- (c) In the event that an Employee, is transported home by Pacific National Queensland Coal due to a Limitation of Hours Breach, leaving their personal vehicle at their sign off depot,
 - (i) Pacific National Queensland Coal will arrange transport for the Employee to depot for next shift; or
 - (ii) If the Employee needs their vehicle before their next shift, Pacific National Queensland Coal will arrange transport for the Employee to collect their personal vehicle from the depot, two (2) hours will be credited to the annual hours bank. If it is during an ROP, two (2) hours will be credited to the Employee's excess hours bank at the rate of 1.7 times.

11.3 Rostered off Periods (ROPs)

- (a) The minimum number of Rostered Off Periods in the annual cycle is 104 periods. However, the actual number of minimum Rostered Off Periods will be dependent on the actual roster pattern worked for each Employee. To better manage fatigue, total hours of work and shift lengths, rosters can be developed to distribute the total pool of accrued off duty period time to balance safety, social and commercial needs.
- (b) Pacific National Queensland Coal will ensure Employees finish their last shift before their ROP before midnight, and not start their first shift after an ROP before 0600. All hours worked after midnight or before 0600 will be by mutual agreement and paid at overtime rates.
- (c) The next turn of duty cannot be before the minimum Rostered Off Period from actual sign off time.

11.4 Meal Breaks

- (a) Employees are entitled to a paid meal break of twenty (20) minutes incorporated into the working arrangements for that shift. For two driver operations, where both drivers are traction and route qualified, meal breaks shall be taken at such times as will not interfere with the efficient running of the business (including the operation of the network), or when deemed safe to do so by both drivers. Meal breaks shall be taken in a non-driving seat.
- (b) Where an Employee is rostered to perform DOO working, or the second person is not able to independently operate the locomotive, the Employee shall be entitled to a paid meal break of no less than twenty (20) minutes when stationary, as arranged between the driver and the network controller to ensure the efficient operation of the network.

11.5 Stranded Employees

- (a) In cases where Employees are working non- barracks jobs, and are unable to return safely to home base, Pacific National Queensland Coal will arrange suitable accommodation, and pay the Daily Allowance per 24 hours or part thereof.
- (b) At the election of the Employee, Pacific National Queensland Coal commits to make reasonable arrangements in lieu of the Daily Allowance.
- (c) Where ROP's are infringed, upon return to Home Base, the Employee will be able to access their ROP's immediately or access at a later time by mutual agreement.

12 BARRACKS WORKING

Rosters for Employees may include tasks or positions that involve a rest period away from the Employee's home base. To avoid doubt, this provision provides for the next turn of duty to be one that provides for the Employee to return to their Home Base.

12.1 Barracks Detention

- (a) Barracks Detention shall commence 12 hours after Employees has signed off at a rest location.
- (b) For all time in excess of twelve (12) hours until sign-on of the next shift, Train Crew will receive a payment at the penalty rate of:
 - (i) Twelve (12) to Fourteen (14) hours paid at 1 times Total Remuneration Rate;
 - (ii) Fourteen (14) to Sixteen (16) hours paid at 1.3 times Total Remuneration Rate;
 - (iii) Sixteen (16) hours and above paid at 1.7 times Total Remuneration Rate,
- (c) The shift limit starts from the sign on of that shift.
- (d) Employees must be signed off at their Home Base within a 40-hour pattern span from their sign on time at Home Base.

12.2 Barracks Allowance

- (a) As at the Commencement Date, the allowance rate is
 - (i) \$95 for up to a 24-hour period.
 - (ii) \$135 for over 24 and up to a 40-hour period.
- (b) Barracks working must not exceed 40 hours unless an extreme weather event occurs (floods, bushfires etc) or where roads are impassable, a payment of \$30 will be paid at 40 hours and every 8 hours thereafter
- (c) The Barracks Allowance will be increased annually in line with Schedule 2.

12.3 Barracks Cancellation

- (a) Where a barracks component is cancelled and an Employee has received advice of their next shift prior to the cancellation of the barracks component, that advised sign-on time will remain.
- (b) Where an Employee has not received advice of their next shift prior to the cancellation of the barracks component, the Employee shall be entitled to a minimum of 24 Hours off duty from the time notified of the cancellation until their next required sign-on time. The conditions above may be altered subject to the mutual agreement between the parties.

12.4 Barracks Locations

- (a) A list of barracks locations as at the Commencement Date is appended to the Roster Code of Practice. Should any of the barracks locations need to be changed, consultation as per Clause 37 of this Agreement as well as consultation with the HSE committee will occur. In addition, a trial will be conducted, involving the HSE committee where possible, and the updated locations appended to the Rostering Code of Practice.
- (b) A re-evaluation of the barracks locations will be conducted in conjunction with the renewal of the Agreement or by request from the workforce.

12.5 Barracks Flexibility

- (a) The parties acknowledge that, due to certain circumstances that may arise, Pacific National Queensland Coal has the ability to request Employees to infringe layback conditions, as defined in the Agreement. This clause will apply to barracks workings only, strictly limited to lay back conditions, to allow for the mandatory minimum eight (8) hours rest in barracks and no longer.
- (b) The following criteria shall be applied in sequential order:
 - 1. The relevant planner must consult with the relevant Depot Supervisor and gain approval prior to making any request of train crew.
 - 2. The request must be made at the time of signoff of out bound shift.
 - 3. Employees have the right to decline the request without prejudice.
 - 4. The original return shift finish time will stand.
 - 5. All hours of the lay back infringement shall be credited to the excess hour's bank at 1.7 times.

13 HOME BASE AND SIGN-ON/SIGN-OFF PROVISION

- (a) Upon commencing employment, an Employee shall be allocated a sign on/sign off point at which they shall commence and finish a shift. This point shall be located within a depot, terminal or office where the Employee shall report in order to commence and complete a shift, unless otherwise mutually agreed, or provided for in this Agreement (referred to as the "Home Base").
- (b) Any new or altered Home Base location can only be established through the consultation provision outlined in Clause 37 of this Agreement.
- (c) For the purposes of this clause when an Employee agrees or volunteers to be seconded then the depot to which they are seconded will be their Home Base for the duration of the secondment.
- (d) Home Base conditions must conform to the Queensland Work Health and Safety Regulation 2011, Division 2, Section 40 – General Work Environment.

14 SHIFT LIMITS

- (a) Pacific National Queensland Coal may require two driver Level 4 Employees and above to work up to a maximum of 12 hours of duty from sign on to sign off.
- (b) Pacific National Queensland Coal may require a Driver Level 4 Employee or above to undertake DOO or SDO working up to a maximum of 9 hours of duty from sign on to sign off with the appropriate control measures to manage the risk of work-related fatigue. If any part of the shift is deemed as DOO or SDO, then it is deemed as a 9 hours shift, sign on to sign off.
- (c) Pacific National Queensland Coal may require a Driver Level 4 Employee or above, qualified in the relevant locomotive power, to work a Solo Sit / Live Stow Shift for up to the shift length as determined by the National Rail Safety Regulator, with the appropriate control measures to manage the risk of work-related fatigue.
- (d) Employees will be rostered off duty for a minimum of twelve (12) hours between sign off and sign on whilst at their Home Base.
- (e) Employees will be rostered off duty for a minimum of 8 hours between sign off and sign on whilst at rest location (barracks).

15 MAXIMUM HOURS ON DUTY IN EMERGENCY SITUATIONS

- (a) Provided that the driver or (both drivers in the case of TDO) concerned indicate their fitness to work extended hours, the requirements of clause 14 do not apply in the event of:
 - (i) an accident or emergency; or
 - (ii) any urgent circumstances approved by the ONRSR; or
 - (iii) any other unforeseeable circumstances, that make it necessary, in the absence of any reasonably practicable alternative, to contravene this Part to avoid a serious dislocation of train services.
- (b) In this clause Emergency means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion, that:
 - (i) endangers, or may endanger, the safety of persons, or
 - (ii) destroys or damages, or may destroy or damage, property.

16 TRAVEL TO COMMENCEMENT POINT

- (a) The parties acknowledge that current locations of some depots are such that it creates a rostering problem based on the preferred operating roster model of Pacific National Queensland Coal. The parties acknowledge that if a solution could be found through collaboration between management and the workforce, it would be mutually beneficial. The parties agree to utilise the Workplace Improvement Forum to explore options for how Employees travel to their location of commencing active duties, to resolve the problem taking into account principles of:
 - (i) Roster arrangements;
 - (ii) Fatigue management;
 - (iii) Work-life balance;
 - (iv) Business improvement; and
 - (v) Operational requirements.
- (b) Where agreement is reached at the Workplace Improvement Forum, it will be put to a secret ballot at the relevant depot. Where 50 percent plus 1 of Employees covered by this Agreement vote in favour of the proposal Pacific National Queensland Coal is required to introduce the change. For the avoidance of doubt, Pacific National Queensland Coal will not introduce travel time without agreement under this clause.

17 OVERTIME

17.1 Overtime is defined as:

- (a) All ordinary hours worked in excess of agreed annual cycle hours (1976) or agreed hours in the case of job share.
- (b) All hours worked for the shift where the actual sign on time is within the ROP period.
- (c) All hours worked prior to 0600 on a first shift back from an ROP (where the sign on time does not infringe upon an ROP), and all hours worked after midnight into an ROP.
- (d) All hours credited in accordance with Clause 11.1(b) – Cancellation of Shifts.
- (e) Other than a Casual Employee, payment for overtime will be made at 1.7 times the Total Remuneration Rate. For a Casual Employee payment for overtime will be made at 1.7 times the Base Salary rate plus APM.
- (f) Where Train Crew are in excess of the ordinary hours, Pacific National Queensland Coal will provide as much notice as possible when giving multiple days off as reasonably practicable. If this advice occurs, then Pacific National Queensland Coal subsequently requests the Employee to work, it will be at the Employee's discretion.

17.2 At the election of the Employee, any Overtime hours derived as above shall be credited at the rate of 1.7 times, and placed into an Excess Hours Bank as an alternative to receiving payment.

Where an Employee makes this election, the following will apply to the Excess Hours Bank:

- (a) On request from the Employee, Pacific National Queensland Coal will provide the Employee with their Excess Hours Bank balance.
- (b) Employees may apply to the relevant Manager for approval to take time off.
- (c) Pacific National Queensland Coal will reconcile each Employee's Excess Hours Bank balance on the 30th of November each year. Where an Employee has a balance of hours in their Excess Hours Bank at that date, one of the following will occur, at the discretion of the Employee:
 - (i) The hours will be taken off as leave at a mutually agreed time within the next twelve (12) months; or
 - (ii) The Excess Hours Bank will be paid out in the next pay period at 1 times the Total Remuneration Rate.

18 CLASSIFICATION STRUCTURE

The Classifications are as set out below:

Level	Description	Maximum Shift Length
Level 1 Trainee Driver	Is an entry level employee completing initial safety and induction training necessary to become further qualified in train operations.	When conducting Rail Safety Work the maximum shift length for these levels will be in accordance with limitation of hours as deemed under Driver Only Operations by the Rail Regulator; for hours of work for both members of the Rail Traffic Crew (RTC).
Level 2 Trainee Driver	Is an employee working towards competence in a range of field operations, support tasks, and locomotive operation under direct supervision and instruction. Once competent the Trainee may assist a Locomotive Driver as a second person. No Locomotive driving.	
Level 3 Advanced Trainee Driver	Is an employee working towards competence in locomotive operations and who undertakes this work under the supervision of a Locomotive Driver or Mentor as a second person.	
Level 4 Locomotive Driver	Is a qualified employee who holds a Certificate IV in Train Driving (or equivalent) and is also trained and qualified to Pacific National Queensland Coal Standards in locomotive operations, including Driver Only Operations (DOO) level.	Level 4 & 5 as per reference in EA Clauses; Clause 14 – Shift Lengths and Clause 15 - Maximum hours on duty in emergency situations
Level 5 Advanced Locomotive Driver	Is a qualified employee who holds a Certificate IV in Train Driving (or equivalent) and is trained and qualified in locomotive operations to DOO level and provides mentoring for Trainees and Locomotive Drivers. This role will also be required to undertake locomotive driving operations. This role is appointed via an Internal Expression of Interest process at the discretion of the Superintendent as dictated by operational demands and may be revoked at any time at the sole discretion of the Superintendent, giving a minimum of 7 days' notice	

18.1 Classification of Employees previously employed under the Pacific National Queensland Coal Enterprise Agreement 2014

- (a) At the Commencement Date, current Employees in the following classifications shall be aligned accordingly to the new Classification Structure:

Pacific National Queensland Coal Enterprise Agreement 2014 Classification	New Classification
Class 1 Locomotive Driver	Level 4 Locomotive Driver
Class 2 Locomotive Driver	Level 3 Advanced Trainee
Driver Assistant	Level 2 Trainee Driver.

19 REMUNERATION

19.1 Base Salary Increases

- (a) An Employee is entitled to the Base Salary specified in Schedule 1 as per their applicable Classification.
- (b) Schedule 1 includes Base Salary increases of:
 - (i) 2% from the Commencement Date;
 - (ii) 2% from the first full pay period 12 months following approval of this Agreement; and
 - (iii) 2% from the first full pay period 24 months following approval of this Agreement.
- (c) The parties commit to commencing negotiations 6 months prior to the nominal expiry of the Agreement.
- (d) There is no automatic entitlement to back pay in arrears of this agreement coming into operation. The effective date of the agreed Base Salary increase (above the 2% as provided for in ((a) above), unless otherwise negotiated, will be the date of the replacement enterprise agreement or other appropriate IR instrument coming into operation.
- (e) The following arrangements will apply on the nominal expiry of this Agreement:
 - (i) A Base Salary and all allowances increase of 2% from the first full pay period after the nominal expiry of the Agreement if the parties have not reached agreement by the date of nominal expiry.
 - (ii) If a replacement enterprise agreement or other appropriate IR instrument has come into operation prior to the nominal expiry date then this payment will not be made.
 - (iii) If a replacement enterprise agreement or other appropriate IR instrument has come into operation after the nominal expiry date but not after 6 months of the nominal expiry date, the 2% Base Salary increase will form part of any replacement enterprise agreement or other appropriate IR instrument.

19.2 Total Remuneration Package

- (a) Employees are remunerated on a total remuneration basis. The Total Remuneration Package for Employees is made up of the following components:
 - (i) Base Salary;
 - (ii) Aggregate Penalty Multiplier (APM);
 - (iii) Short Term Incentives; and
 - (iv) Performance Bonus.
- (b) The Base Salary is comprehensive and unless specified elsewhere in this Agreement includes provision for the payment of any allowances or payments that may otherwise be payable or have been payable to an Employee. The Base Salary does not include overtime payments.

- (c) Base Salaries for each classification are set out in Schedule 1 to this Agreement. Base Salaries will be increased on the anniversary of the lodgement date as set out in Schedule 1. An Employee's progression to a higher classification will in each case be subject to them satisfying appropriate performance requirements, as determined by Pacific National Queensland Coal acting reasonably and considering all relevant circumstances.
- (d) Pacific National Queensland Coal is to pay Employees a Performance Bonus in recognition of an Employee retaining employment with it for the previous 12 months. It is paid in the first full pay period after each anniversary of the date of appointment as a Level 3 Advanced Trainee or above, under this Agreement. Employees who achieved eligibility for this Performance Bonus prior to the Commencement Date, will maintain their current anniversary payment date.
- (e) Employees who, immediately prior to commencing employment with Pacific National Queensland Coal, were employed by a related entity will be granted continuity of service and will have all service-based entitlements recognised by Pacific National Queensland Coal.

19.3 **Aggregate Penalty Multiplier**

- (a) Employees will be entitled to an Aggregate Penalty Multiplier (APM) of 28% of Base Salary and will be paid on a fortnightly basis.

19.4 **Superannuation**

- (a) Pacific National Queensland Coal will pay the contributions to the Default Fund (AustralianSuper), or where the Default Fund is inapplicable to any other complying superannuation fund, the amount specified under the applicable legislation, as amended from time to time, calculated on the Employee's Total Remuneration Rate.
- (b) An Employee who had existing superannuation arrangements in place prior to the Commencement Date continues to be subject to those arrangements.

20 **SALARY SACRIFICE**

20.1 **Superannuation**

- (a) An Employee may elect to salary sacrifice a proportion of their Total Remuneration Rate to a complying superannuation scheme of their choice, subject to compliance with any State or Commonwealth law.
- (b) Total Remuneration Rate for all purposes, including superannuation for Employees entering into salary sacrifice arrangement, will be determined as if a salary sacrifice arrangement did not exist.
- (c) Salary sacrifice arrangements will be annual based on the Financial Year with Employees being able to renew and amend salary sacrifice arrangements up to three times per year.
- (d) An Employee may withdraw at any time from a salary sacrifice arrangement by

giving 14 days written notice to Pacific National Queensland Coal.

21 PAYMENT OF SALARIES

- (a) Employees will be paid their remuneration, including any payment for overtime (if applicable), fortnightly no later than Pay Day based on a two (2) weeks in arrears methodology.
- (b) Payment of remuneration shall be by electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit shall be into a banking or financial institution nominated by the Employee.
- (c) If an Employee's employment is terminated, any remuneration (base salary and APM) and other accrued entitlements must be paid, where practicable, on Pay Day.

22 OVERPAYMENT OF SALARIES

- (a) Pacific National Queensland Coal shall be entitled to make salary deductions in order to recover monies owed by Employees arising from:
 - (i) Payment of leave in advance;
 - (ii) Payment of salary or allowances to which the Employee is not entitled; or
 - (iii) Payment of other expenditure to the benefit of the Employee to which the Employee is not entitled.
- (b) Before commencing to make a salary deduction, Pacific National Queensland Coal will:
 - (i) Provide to the Employee written details of the monies owing and the reasons; then
 - (ii) Make a reasonable attempt to reach agreement with the Employee on a suitable method of repayment from salary and will not make a deduction unless it is authorised by the Employee; and
 - (iii) Provide to the Employee written details of the repayment arrangements.

PART 4 – LEAVE ENTITLEMENTS

23 ANNUAL LEAVE

23.1 Entitlement

- (a) An Employee, other than a Casual Employee, is entitled to annual leave in accordance with the NES.
- (b) A full-time shift worker will accrue 190 hours annual leave per annum (5 weeks multiplied by 38 hours per week). A part time shift worker will accrue on a pro rata basis.
- (c) A full time non-shift worker will accrue 152 hours annual leave per annum (4 weeks multiplied by 38 hours per week). A part time non-shift worker will accrue on a pro rata basis.

23.2 Rules for Taking Annual Leave

- (a) When an Employee wishes to take annual leave he/she must reach agreement with their manager about the best time to take the leave. It must be taken subject to operational requirements and approved by their manager.
- (b) When an Employee takes leave, deduction of accrued annual leave hours will be made on the basis of their average shift hours based on their master roster, for example on a 6 and 3 roster the average shift hour is 8.12 hours.
- (c) Annual leave will generally be rostered in blocks of 190 hours or 152 hours, whichever is appropriate. Any alteration to these arrangements must be approved by the Employee's manager and is subject to operational requirements. Leave shall not be taken in more than two parts, such parts being 38 hours minimum, unless, because of special circumstances, the Employee and their manager agree to alternative arrangements. In cases of short-term leave where the leave period results in up to two days, then 7 hours 36 minutes will be deducted from the Employee's accrued leave entitlement for each day for which they are absent.
- (d) Employees may be required to work up to and not past midnight on the day before annual leave commences and not start before midnight on the first shift after leave.
- (e) The entitlement to annual leave accumulates from year to year, however Pacific National Queensland Coal generally requires Employees to take annual leave in the year following its accrual. Pacific National Queensland Coal will use reasonable endeavours to develop 12-month annual leave rosters for each financial year in consultation with the Employee. Leave rosters will be developed for two periods: June 30 to December 30 and December 31 to June 29. Employees are expected to take leave in accordance with leave rosters.
- (f) Annual leave taken will be paid at the Total Remuneration Rate.
- (g) Employees will be entitled to be paid for any accumulated but untaken annual leave upon termination of their employment. This will be calculated at the Total Remuneration Rate.

23.3 Extensive Accumulated Annual Leave

- (a) Where an Employee has an annual leave credit greater than 2 years entitlement i.e. 380 hours for shift workers, and mutual agreement is not reached between an Employee and his or her Manager as to when the Employee will take leave, Pacific National Queensland Coal may direct an Employee to take up to a quarter of the Employee's annual leave entitlement.
- (b) Where an Employee has had a Leave Application for a block of more than one week rejected within the previous 6 months, a leave reduction plan will be developed by mutual agreement between the Employee and Pacific National Queensland Coal.
- (c) Where an Employee is directed to take leave in accordance with this clause a minimum notice period of four (4) weeks will be provided.

23.4 Cash Out of Annual Leave

An Employee may cash out a period of any amount of accrued annual leave, with Pacific National Queensland Coal approval, provided the following conditions are met:

- (a) the requirements in Clause 23.2 are met;
- (b) the Employee must retain an entitlement to at least four (4) weeks paid annual leave after the leave is cashed-out;
- (c) there is a separate agreement in writing on each occasion that the annual leave is cashed out; and
- (d) the Employee must be paid at least the full amount that would have been payable had the annual leave been taken.

24 PERSONAL/CARER'S LEAVE

24.1 Entitlement

- (a) An Employee is entitled to Personal/Carer's leave in accordance with the NES.
- (b) A full time Employee is entitled to 91.2 hours (which is equivalent to 12 days at 7.6 hours per day) of paid personal/ Carer's leave over a 12-month period of continuous service. Such leave accrues and will be credited on a pro-rata basis at the completion of each four (4) week period of continuous service. Part time Employees have a pro-rata entitlement to paid personal/ carer's leave based on the entitlement of full time Employees.
- (c) Pacific National Queensland Coal may, in the case of serious illness or injury, approve additional paid personal / carer's leave.
- (d) Paid personal leave may be used as sick leave or carer's leave.

24.2 Taking Personal Leave

- (a) Personal leave may be taken when an Employee is unable to attend work because of personal illness or injury. Personal leave will be deducted from the Employee's accrued personal / carer's leave entitlement at 7 hours 36 minutes for each 24-hour period from the original sign on time.

- (b) Carer's leave may be taken to provide care or support to a member of an Employee's Immediate Family, or a member of the Employee's household who requires care or support because of a personal illness or injury of that person, or an unexpected emergency affecting that person.
- (c) Payment for personal / carer's leave will be made at Total Remuneration Rate.

24.3 Notification of Absence

An Employee must notify Pacific National Queensland Coal as soon as practicable if the Employee will be absent on Personal/Carer's leave.

24.4 Evidence

- (a) Paid Personal Leave shall be paid in the period that leave is taken. Where payment has been made and evidence of Personal Leave is required and is not provided within a reasonable timeframe, Pacific National Queensland Coal will notify the Employee of a suitable method of repayment, of any unsubstantiated leave payment which will automatically commence from the next pay cycle. Provisions of Clause 22 (b) are not applicable in this case.
- (b) Where required by Pacific National Queensland Coal, Employees must provide a medical certificate or other documentary evidence (as defined in FW Act) to support their claim for paid personal / carer's leave.
- (c) Medical certificates must be signed by a registered health practitioner and include the date of the examination, the dates and times covered by the certificate and the expected duration of the absence. If it is not reasonably practicable to obtain a medical certificate or other documentary evidence, the Employee must produce a statutory declaration.
- (d) A medical certificate or other documentary evidence will generally be required for absences of two (2) or more days or where Employees have had four (4) or more instances of absences during a financial year (July to June)

24.5 Cashing Out Personal Leave

- (a) An Employee can elect to be paid out their accumulated personal / carer's leave entitlements in cash for any personal / carer's leave not used from the previous year's entitlement (i.e. up to 91.2 hours) provided that the Employee always maintains a personal / carer's leave balance of 114 hours (the equivalent of 15 x 7.6 hour days). The following procedures and conditions will apply to this election:
 - (i) At the end of each financial year Pacific National Queensland Coal will provide each Employee with a statement of their personal / carer's leave entitlements.
 - (ii) The Employee must make the election request to cash out personal / carer's leave in writing.
 - (iii) An Employee may elect in writing to take a cash payment for a portion of his personal / carer's Leave and accumulate the remainder in any given year.
 - (iv) Pay out of personal / carer's leave entitlements in these circumstances will be made at the Employee's Total Remuneration Rate.

- (v) Where an Employee elects to be paid out their personal / carer's leave from any year the days will be reduced from the accumulated personal / carer's leave. Where the Employee subsequently takes time off duty for personal / carer's leave they will be paid from their accumulated personal / carer's leave.
- (vi) Personal / carer's leave not paid out at the end of each year will continue to accumulate.
- (vii) Payments provided for in this clause will be made as soon as practicable after the completion of the financial year.

25 UNPAID CARER'S LEAVE

25.1 Entitlement

If an Employee has no remaining Personal/Carer's leave, the Employee is entitled to up to two (2) days' unpaid carer's leave for each permissible occasion in accordance with the NES.

25.2 Notification of Absence

An Employee must notify Pacific National Queensland Coal as soon as practicable if the Employee will be absent on unpaid carer's leave.

25.3 Evidence

- (a) Where required by Pacific National Queensland Coal, Employees must provide a medical certificate or other documentary evidence (as defined in FW Act) to support their claim for unpaid personal / carer's leave.
- (b) Medical certificates must be signed by a registered health practitioner and include the date of the examination, the dates and times covered by the certificate and the expected duration of the absence. If it is not reasonably practicable to obtain a medical certificate or other documentary evidence, the Employee must produce a statutory declaration.
- (c) A medical certificate or other documentary evidence will generally be required for absences of two (2) or more days or where Employees have had four (4) or more instances of absences during a financial year (July to June).

26 COMPASSIONATE LEAVE

26.1 Entitlement

- (a) An Employee is entitled to 2 days Compassionate leave on each permissible occasion in accordance with the NES.
- (b) Up to an additional 2 days may be approved by Pacific National Queensland Coal in relation to Compassionate Leave involving the Employee's Immediate Family.
- (c) Payment will be calculated on the Employee's Total Remuneration Rate.

26.2 Notification of Absence

An Employee must notify Pacific National Queensland Coal as soon as practicable if the Employee will be absent on compassionate leave.

26.3 Evidence

When taking compassionate leave, if requested, the Employee is to provide to Pacific National Queensland Coal evidence that would satisfy a reasonable Person as soon as practicable.

27 PARENTAL LEAVE

27.1 Entitlement to Parental Leave

- (a) Eligible Employees are entitled to parental leave in accordance with the NES.
- (b) This clause sets out the particular terms and conditions with respect to parental leave in connection with:
 - (i) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
 - (ii) the placement of a child with the Employee for adoption;that apply to Employees (other than ineligible Casual Employees) covered by this Agreement and who have completed at least 12 months continuous service.

27.2 Entitlement to Paid Parental Leave

- (a) Maternity Leave
 - (i) A maximum of 52 weeks leave.
 - (ii) 6 weeks paid leave at the Total Remuneration Rate and 46 weeks unpaid leave.
 - (iii) Where paid forms of leave (i.e. annual leave, long service leave) are cleared in conjunction with maternity leave; the total duration of leave cannot exceed 52weeks.
 - (iv) This leave is subject to Employees providing a-statutory declaration stating:
 - 1) That the Employee is taking maternity leave to become the primary care giver of a child;
 - 2) Particulars of any period of parental 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 Queensland Coal.

(b) Paternity Leave

- (i) A maximum of 52 weeks leave.
- (ii) 1-week paid leave at the Total Remuneration Rate and 51 weeks unpaid leave.
- (iii) Where paid forms of leave (i.e. annual leave, long service leave) are cleared in conjunction with paternity leave; the total duration of leave cannot exceed 52 weeks.
- (iv) This leave is subject to Employees providing a-statutory declaration stating:
 - 1) That the Employee is taking paternity leave to become the primary care giver of a child;
 - 2) Particulars of any period of parental 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 Queensland Coal.

(c) Adoption Leave

- (i) A maximum of 52 weeks leave
- (ii) 1-week paid leave at the Total Remuneration Rate and 51 weeks unpaid leave.
- (iii) Where paid forms of leave (i.e. annual leave, long service leave) are cleared in conjunction with adoption leave; the total duration of leave cannot exceed 52 weeks.
- (iv) This leave is subject to Employees providing a-statutory declaration stating:
 - 1) That the Employee is taking adoption leave to become the primary care giver of a child;
 - 2) Particulars of any period of parental 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 Queensland Coal.

28 LONG SERVICE LEAVE

- (a) Employees will be entitled to 456 hours (equivalent to 12 x 38-hour weeks) of paid long service leave after 10 years continuous employment. Leave is to be taken with the approval of Pacific National Queensland Coal and paid at Base Salary.
- (b) For each year of additional service above 10 years, long service leave will accrue at the rate of 50 hours of leave per year of service.
- (c) If an Employee's employment is terminated for any reason and has at least 10 years continuous service, any accrued long service leave will be paid out. This will be calculated on the Employee's Base Salary divided by 1976 hours per annum multiplied by the number of hours of long service leave that they have accrued but have not taken at the time of termination.
- (d) When Employees take long service leave it must be taken subject to operational requirements and approved by Pacific National Queensland Coal. Generally, it is preferred that all accrued long service leave be taken in full.
- (e) Deduction of accrued long service leave hours when Employees take leave will be made on the basis of 7 hours and 36 minutes for each day of leave.
- (f) The terms of Part 3 of the Industrial Relations Act 2016 (Qld) apply to the long service leave entitlements of Employees covered by this Agreement. This Agreement prevails to the extent of any inconsistency.

29 COMMUNITY SERVICE LEAVE

- (a) An Employee is entitled to apply for community service leave in accordance with the NES.
- (b) Community Service Leave includes:
 - (i) Paid leave for the period of their attendance for Jury Service at the Total Remuneration Rate for days on which they would have been required to attend the workplace. Employees are required to reimburse Pacific National Queensland Coal any attendance money (except meals or travel) received from the courts or other organisations where they have also received payment for Jury Service from Pacific National Queensland Coal, and;
 - (ii) Unpaid leave to carry out voluntary emergency management activities. The Employer may at their discretion approve paid leave for these purposes at the Total Remuneration Rate.
- (c) Community service leave is non-cumulative.

30 DEFENCE LEAVE

An Employee is entitled to apply for leave in accordance with the *Defence Reserve Service (Protection) Act 2001*. The taking of such leave will not break continuity of employment.

31 TRAUMA LEAVE

- (a) Employees directly involved in a fatality will be immediately placed off duty for the remainder of that day. Employees involved in a fatal accident will be granted two full days paid Trauma Leave at Total Remuneration Rate to attend appropriate medical examinations and counselling.
- (b) Pacific National Queensland Coal may extend Trauma Leave provisions to Employees involved in other forms of major incidents that have the capacity to impair or traumatise the Employee.
- (c) Employees involved in a fatality or other major incidents will be provided counselling and support as per Pacific National Queensland Coal policy/procedure. This does not form part of the Agreement.

32 CULTURAL LEAVE

Aboriginal and Torres Strait Islander Employees are entitled up to 5 days unpaid cultural leave per calendar year to attend ceremonies related to their Aboriginal and/or Torres Strait Islander culture. An Employee must notify Pacific National Queensland Coal as soon as practicable that they will be absent under this provision. If requested, the Employee is to provide to Pacific National Queensland Coal evidence that would satisfy a reasonable person as soon as practicable.

33 SPECIAL LEAVE

- (a) Special leave is paid leave for the purposes of leave not covered by other forms of leave, for example but not limited to, undeclared disasters.
- (b) Each application for leave under this provision will be assessed on its merits and may require documentary evidence.
- (c) Special Leave is paid at Base Salary rate.

34 DOMESTIC VIOLENCE POLICY

Pacific National Queensland Coal will consult with the parties regarding the introduction of a domestic violence policy. This policy will not form part of, or be incorporated into this Agreement. Consultation will commence within three (3) months from the commencement of the Agreement.

35 PUBLIC HOLIDAYS

35.1 Definitions

A Public Holiday means New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day; or any other day or part of a day that may be deemed by the application of Queensland law to be substituted for, or declared in addition, to be an applicable statutory holiday.

35.2 Payment for Public Holidays

- (a) Subject to the FW Act, Employees may be rostered to work on a public holiday. An Employee who works on a public holiday will not be paid any loading or penalty for work on a public holiday. The Base Salary comprehends all payments, including any penalties and loadings, that may have been payable to the Employee for working on a public holiday.
- (b) Where a Public Holiday occurs during leave, the NES will apply. Further the parties agree, for the life of this Agreement, if a period during which an Employee takes paid leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is not taken to be on paid leave on that public holiday.
- (c) An Employee who works on Christmas Day or part thereof, being the 25th December, shall be entitled to one (1) day credited to their Annual Leave Balance.

PART 5 – FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION

36 FLEXIBILITY

- (a) Pacific National Queensland Coal and an Employee may agree to make an individual flexibility arrangement to vary the effect of clauses of the Agreement if:
 - (i) The Agreement deals with 1 or more of the following matters:
 - 1) Arrangements about when work is performed;
 - 2) Overtime rates;
 - 3) Penalty rates;
 - 4) Allowances;
 - 5) Leave loading; and
 - (ii) The arrangement meets the genuine needs of Pacific National Queensland Coal and an Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (iii) The arrangement is genuinely agreed to by Pacific National Queensland Coal and an Employee.
- (b) Pacific National Queensland Coal must ensure that the terms of the individual flexibility arrangement:
 - (i) Are about permitted matters under section 172 of the FW Act; and
 - (ii) Are not unlawful terms under section 194 of the FW Act; and
 - (iii) Result in an Employee being better off overall than an Employee would be if no arrangement was made.
- (c) Pacific National Queensland Coal must ensure that the individual flexibility arrangement:
 - (i) Is in writing; and
 - (ii) Includes the name of Pacific National Queensland Coal and the Employee; and
 - (iii) Is signed by Pacific National Queensland Coal and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) Includes details of:
 - 1) The terms of the Agreement that will be varied by the arrangement; and
 - 2) How the arrangement will vary the effect of the terms; and
 - 3) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 4) States the day on which the arrangement commences.
- (d) Pacific National Queensland Coal must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (e) Pacific National Queensland Coal or the Employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement; or if Pacific National Queensland Coal and the Employee agree in writing at any time.

37 CONSULTATION

- (a) This clause applies if:
 - (i) Pacific National Queensland Coal has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise, or a major change to a policy dealing with working conditions that has a material financial impact on Employees; and
 - (ii) The change is likely to have a significant effect on Employees of the enterprise or
 - (iii) Pacific National Queensland Coal proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) Pacific National Queensland Coal must notify the relevant Employees of the decision to introduce the major change.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (d) Pacific National Queensland Coal must recognise the representative if:
 - (i) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) The Employee or Employees advise Pacific National Queensland Coal of the identity of the representative.
- (e) As soon as practicable after making its decision, Pacific National Queensland Coal must:
 - (i) Notify the relevant Employees of:
 - 1) The introduction of the change; and
 - 2) The effect the change is likely to have on the Employees; and
 - 3) Measures Pacific National Queensland Coal is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) For the purposes of the notification, provide, in writing, to the relevant Employees:
 - 1) All relevant information about the change including the nature of the change proposed; and
 - 2) Information about the expected effects of the change on the Employees; and
 - 3) Any other matters likely to affect the Employees.

- (f) Relevant Employees may request to discuss the change and any such request will not be unreasonably denied.
- (g) In relation to a proposal to introduce a change to the regular roster or ordinary hours of work, Pacific National Queensland Coal will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or carer responsibilities)
- (h) Nothing in this clause requires Pacific National Queensland Coal to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.
- (i) Pacific National Queensland Coal will provide no less than 14 days for Employees to raise matters about the major change. Pacific National Queensland Coal) must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (j) In this clause, a major change is *likely to have a significant effect on Employees* if it results in:
 - (i) The termination of the employment of Employees; or
 - (ii) Major change to the composition, operation or size of the workforce or to the skills required of Employees; or
 - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) The alteration of hours of work or rosters; or
 - (v) The need to retrain Employees; or
 - (vi) The need to relocate Employees to another workplace; or
 - (vii) The restructuring of jobs
- (k) In this clause, **relevant Employees** mean the Employees who may be affected by the major change.

38 DISPUTE RESOLUTION

- (a) If a dispute relates to:
 - (i) A matter arising under the agreement; or
 - (ii) The National Employment Standards;

This clause sets out procedures to settle the dispute.

- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisor. Where initial discussions cannot resolve the dispute, the parties shall refer it to the next level of management for discussion. A matter that remains unresolved after further discussions can then be referred to the General Manager.
- (d) If the forgoing discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC. FWC will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
- (e) If the dispute remains unresolved following d), the process is exhausted unless all parties agree to have the dispute arbitrated by FWC to make a determination that is binding on the parties.
- (f) Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
- (g) A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- (h) While the parties are trying to resolve the dispute using the procedures in this clause:
 - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) An Employee must comply with a direction given by Pacific National Queensland Coal to perform other available work at the same workplace, or at another workplace, unless:
 1. The work is not safe; or
 2. Applicable occupational health and safety legislation would not permit the work to be performed; or
 3. The work is not appropriate for the Employee to perform; or
 4. There are other reasonable grounds for the Employee to refuse to comply with the direction.
- (i) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

39 WORKPLACE IMPROVEMENT FORUM

- (a) The Workplace Improvement Forum (WIF) will provide the opportunity for employee representatives to discuss any employment or employment related matters. Employee representatives are those covered by this Agreement.
- (b) A planned forum shall be held minimum quarterly with fourteen (14) days' notice provided. Extraordinary forums can be called by either party as required. A quorum of two (2) employee representatives for depots that have up to fifty (50) Employees and three (3) employee representatives for depots with more than fifty (50) Employees and up to two (2) management representatives.
- (c) Tenure of each representative is eighteen (18) months, at which time nominations will be called. Representatives are elected by the depot by secret ballot. Where an elected representative is not available to attend a meeting, they will nominate a proxy.
- (d) Elected WIF members will be provided training and support tools.
- (e) WIF related matters include but are not limited to the following;
 - (i) Rostering, e.g. equity, patterns, overtime allocation, camp jobs, Annual Leave allocation;
 - (ii) Vehicles;
 - (iii) Barracks and supplied accommodation issues e.g. minimum standards for accommodation;
 - (iv) Depot issues;
 - (v) EA interpretation;
 - (vi) Content expert participation;
 - (vii) Open and Honest Communication with crews. e.g., minutes and agendas, and action logs;
 - (viii) Develop Local Operating Procedures.

40 TEMPORARY TRANSFERS

- (a) Temporary transfers will be in accordance with the Temporary & Compassionate Transfer Policy. Employees will have the option of company provided accommodation or an Accommodation Allowance, after consultation with Depot Superintendent.
- (b) While on Temporary transfer Employees will be entitled to:
 - (i) The Daily Allowance, to cover the cost of meals and incidentals of \$95 per day, and will be maintained in line with annual increases outlined in Schedule 2.
 - (ii) The Daily Allowance will be paid on the last day of a Temporary Transfer, if sign off is after midday.
 - (iii) The Accommodation Allowance, if applicable, which is a reimbursement of costs incurred for work related accommodation up to the value of \$120 per night; payment is subject to the provision of receipts/evidence to support expenditure and will be maintained in line with annual increases outlined in Schedule 2.

PART 6 – TERMINATION AND REDUNDANCY

41 TERMINATION OF EMPLOYMENT

41.1 Termination by Pacific National Queensland Coal

- (a) Once Employees have successfully completed their probationary period, Pacific National Queensland Coal will not terminate an Employee's employment unless:
- (i) An Employee is given the period of notice or payment in lieu required by Clause 41.3; or
 - (ii) An Employee engages in serious misconduct or other misconduct justifying summary dismissal.

41.2 Termination by an Employee

- (a) An Employee may terminate his or her employment by giving Pacific National Queensland Coal written notice in accordance with Clause 41.3. This period may be varied by agreement at the time of giving notice.
- (b) If an Employee fails to give the required notice Pacific National Queensland Coal may withhold from any monies due to the Employee on termination an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

41.3 Notice of Termination by Pacific National Queensland Coal

- (a) Pacific National may terminate the employment of an Employee, by giving the Employee written notice in accordance with the table below:

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) An Employee whose employment is terminated by Pacific National Queensland Coal, and who is over forty-five (45) years of age and has completed at least two (2) years' continuous service with Pacific National Queensland Coal immediately before the termination, is entitled to an additional one (1) weeks' notice.
- (c) Pacific National Queensland Coal may pay an Employee in lieu of all or part of the notice periods referred to in Clauses 41.2 and 41.3.

- (d) The notice requirements set out in clauses (a) and (b) do not apply in respect to an Employee:
 - (i) Whose employment is summarily dismissed under Clause 41.4;
 - (ii) Who is a Casual Employee; or
 - (iii) Who is a Fixed-Term, Fixed-Task Employee whose employment is terminated as a consequence of concluding a fixed term or fixed task or receiving a payment in lieu of the requirement to perform the arrangement to its agreed conclusion or expiry.

41.4 Summary Dismissal

- (a) Pacific National Queensland Coal may terminate an Employee's employment without notice for any of the following reasons:
 - (i) Where that Employee is guilty of serious misconduct as defined in the FW Act and Regulations; or
 - (ii) For any reason which would justify summary dismissal at common law.

41.5 Requirements on Termination of Employment

- (a) On termination, Employees are required to:
 - (i) return documents in their possession or control relating in any way to any intellectual property, confidential information, or the business or affairs of Pacific National Queensland Coal or any related entity;
 - (ii) return all property and equipment belonging to Pacific National Queensland Coal;
 - (iii) if directed by Pacific National Queensland Coal de-install any Pacific National Queensland Coal owned or licensed software and delete all files, databases and multi-media presentations related to Pacific National Queensland Coal which are stored electronically on the Employee's computer, laptop or other device, or assist a third party nominated by Pacific National Queensland Coal to do those tasks;
 - (iv) if directed by Pacific National Queensland Coal not delete or amend any files (personal or otherwise) which are stored electronically on the Employee's computer, laptop or other device; and
 - (v) If required by Pacific National Queensland Coal, provide a statutory declaration confirming that the requirements of this subclause has been done.
- (b) Pacific National Queensland Coal will pay an Employee any amounts payable on termination, including Redundancy Pay as set out in Clause 42 and Excess Hours Bank balance, on the next Pay Day.

41.6 Abandonment of Employment

Where an Employee is absent from the workplace without authorisation and/or without complying with notification requirements for an unplanned absence for a continuous period of 5 or more days, they may be regarded as having abandoned their employment. The Employer will make reasonable attempts to contact the Employee prior to determining abandonment of employment has occurred.

41.7 Disciplinary action

A record of any disciplinary action will be noted on an Employee's file however any reprimand or written warning will have no direct bearing on any further disciplinary action after 12 months has expired.

42 REDUNDANCY

- (a) Where Pacific National Queensland Coal decides that it no longer requires a role to be performed by an Employee (including as a result of new technology), Pacific National Queensland Coal may declare that the Employee's role is redundant.
- (b) Before Pacific National Queensland Coal terminates an Employee's employment on grounds of redundancy, it will hold discussions with the Employee(s) affected. The discussions will take place as soon as practicable after Pacific National Queensland Coal has made a definite decision to implement the redundancy but before the redundancy is implemented.
- (c) Pacific National Queensland Coal will discuss with the Employee(s) affected the reasons for the proposed redundancy and the measures considered to avoid or minimise the termination or the adverse effects of termination. Pacific National Queensland Coal will not be obliged to disclose confidential information, if that disclosure is contrary to the company's interests.
- (d) In addition to the period of notice set out in the Termination clause, if an Employee's employment is terminated on redundancy grounds, the Employee shall be entitled to severance pay calculated in accordance with their length of service.
- (e) The rate of payment for severance pay is three (3) weeks per year of service, up to a maximum of seventy-two (72) weeks, provided that, Employees with at least one year but less than two (2) years' service will receive a total severance payment of four (4) weeks' pay in accordance with NES.
- (f) Severance payments will be calculated on the Employee's Base Salary at the time of termination and shall be paid on a pro-rata basis for part years of service.
- (g) If an Employee's employment is terminated for reasons of redundancy then, during the notice period, the Employee shall be entitled to one day off without loss of pay during each week of the notice period for the purposes of seeking alternative employment. If an Employee's position is made redundant and the Employee is offered adequate alternative employment with Pacific National Queensland Coal the Employee will not be entitled to severance payments.

- (h) Where an Employee's position is made redundant by reason only of the sale or transfer by Pacific National Queensland Coal of the whole or part of Pacific National Queensland Coal's business, Pacific National Queensland Coal shall not be required to pay the Employee severance pay if the person acquiring the business or part being sold or transferred ("the transmittee");
 - (i) has offered the Employee employment and has agreed to treat the Employee's service with Pacific National Queensland Coal as if it were continuous service with the transmittee; and
 - (ii) the conditions of employment offered to the Employee by the transmittee are no less favourable than the Employee's conditions of employment at the time of the transfer.

PART 7 –WORKPLACE DELEGATES

43 WORKPLACE DELEGATES

- (a) Workplace union delegates will have recognition by Pacific National Queensland Coal through:
 - (i) The right to perform the role as workplace delegates without any discrimination in employment;
 - (ii) The right to formal recognition by Pacific National Queensland Coal that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates will be dealt with promptly and appropriately;
 - (iii) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected;
 - (iv) The right to represent members on workplace issues;
- (b) Workplace delegates can access up to five (5) days unpaid training leave in any one Calendar Year to attend union-endorsed union courses and attendance at union conferences. Provided that no more than six (6) delegates access this training leave per annum. Delegates seeking such leave are required to provide the request to Pacific National Queensland Coal with at least fourteen (14) days' notice and release will be subject to operational requirements.
- (c) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time for participation in internal union forums and committees (e.g. branch or national conferences) to which they are elected under the registered union rules provided that such participation is in their own time.

PART 8—AWARD COMPLIANCE AND UNION MATTERS

44 RIGHT OF ENTRY FOR UNION OFFICIALS

An official of a Union may enter Pacific National Queensland Coal premises in accordance with the right of entry provisions of the FW Act.

45 UNIFORMS AND SAFETY EQUIPMENT

- (a) Pacific National Queensland Coal will provide Employees with uniforms and, where required, protective clothing or equipment.
- (b) Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised by Employees while they are on duty.
- (c) Pacific National Queensland Coal will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.

46 MEDICAL/HEALTH CHECKS

46.1 Fit For Work

- (a) It is a condition of employment that Employees are fit for work when they report for duty and that they comply fully with Pacific National Queensland Coal's policies in this regard. This includes a requirement that Employees submit to an assessment of their fitness for work upon request. This may include fatigue, drug and alcohol testing in accordance with policy. Any additional occupational, hygiene and health assessments will be through consultation with the SHE Committee.
- (b) Pacific National Queensland Coal is committed to providing a safe, healthy and productive work environment for its Employees. Pacific National Queensland Coal recognises that the misuse or abuse of alcohol and other drugs, or engaging in any illegal activities in the workplace, can seriously affect workplace safety, work performance and conduct. To achieve the highest safety performance standards Pacific National Queensland Coal requires all Employees and contractors to be free from the influence of alcohol and other drugs (as defined below) when presenting themselves for work and while at work.
- (c) Employees must not-use, misuse or abuse alcohol or other drugs (legal or illegal) at work, or arrive at or resume work under the influence of such substances. An alcohol and drug testing procedure, including appropriate confidentiality standards, will be implemented by Pacific National Queensland Coal. All Employees and contractors must comply with this policy.
- (d) Pacific National Queensland Coal will review its drug and alcohol policy/procedure, with the view of introducing oral fluid testing (swab testing) if there is a change in legislation relating to oral/fluid testing in Queensland in consultation with Employees and their representatives.

- (e) Pacific National Queensland Coal applies a no smoking policy which requires all Employees, customers, contractors and visitors not to smoke in any of the Pacific National Queensland Coal's workplaces. Employees who breach this provision will be subject to counselling and/or disciplinary action.

46.2 **Medicals**

- (a) 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 Queensland Coal will pay the 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).
- (b) The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the Employee is either:
 - (i) Fit for Duty;
 - (ii) Fit for Duty subject to Review;
 - (iii) Fit for Duty subject to Job Modification;
 - (iv) Temporarily Unfit for Duty Subject to Review; or
 - (v) Permanently Unfit for Duty.
- (c) If further tests are required following the Determination, Pacific National Queensland Coal 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.
- (d) In order to ensure privacy is maintained in relation to the medical files, where an Employee seeks to claim such costs in these circumstances, the Chief Medical Officer or suitably qualified nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- (e) Where it is determined that the referral was not justified, Pacific National Queensland Coal will:
 - (i) Reimburse the Employee for the medical costs incurred as a result of the referral; and
 - (ii) Re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- (f) The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- (g) By mutual agreement, attendance at Medicals may be arranged whilst on ROP's. Employees will be paid the applicable overtime rate for the time worked.

46.3 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) Where an Employee is required to take the blood test outside of their normal rostered time, the Employee shall be entitled to one-hour (1) overtime payment.

47 OCCUPATIONAL HEALTH AND SAFETY

47.1 Health & Safety

- (a) The health and safety of all Employees is the primary concern of Pacific National Queensland Coal. 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.
- (b) Employees must ensure they perform their jobs safely with a duty of care to themselves, other Employees, contractors, visitors, the general public, or customers. They must cooperate with Pacific National Queensland Coal in matters related to health and safety and follow applicable policies and procedures in the performance of their work. They must also bring to the notice to their supervisor or manager any situation where they genuinely believe a risk of injury or damage exists.

47.2 Incapacity to Return to Work

- (a) Where Employees become ill or are injured and have little or no prospect of returning to the job or role they occupied before their illness or injury; Pacific National Queensland Coal will examine opportunities for reclassification to an alternative position. If there is no reasonable alternative position available Pacific National Queensland Coal will discuss the Employee's options with the Employee, including whether it may be necessary to terminate their employment. If the Employee's employment is terminated the Employee may submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.
- (b) If required by Pacific National Queensland Coal, Employees will attend a medical examination by a medical practitioner nominated by Pacific National Queensland Coal in respect of any illness or injury. The medical practitioner will provide a report to Pacific National Queensland Coal regarding the impact of the illness or injury on the Employee's ability to perform their normal duties, alternate duties, any work limitations and the likely date of return to work. Pacific National Queensland Coal will meet the cost of this consultation and any approved travelling costs. The medical practitioner will not discuss the specific details of the illness or injury with anyone without an Employee's authorisation.

- (c) Employees have a duty to ensure that they outline to their manager/Superintendent any condition likely to have an impact on their ability to safely perform their duties or likely to have any adverse impact on other Employees, contractors or visitors to the workplace.

48 COMPANY POLICIES AND PROCEDURES

Pacific National Queensland Coal will develop workplace policies and procedures from time to time. These policies do not form part of this Agreement; however, the parties acknowledge that they have obligations to comply with the policies.

49 STAND DOWN

- (a) Pacific National Queensland Coal may stand Employees down without pay for any period in which they cannot usefully be employed in their normal role due to any cause for which Pacific National Queensland Coal cannot reasonably be held responsible.
- (b) Except in the case of industrial action within Pacific National Queensland Coal, the Employee must within two days prior to the stand down commencing, receive written notice outlining the date of commencement, the reason and the expected duration of the stand down.
- (c) Where possible Pacific National Queensland Coal will implement measures to mitigate the effects of the stand down such as training, re-accreditation etc.
- (d) Employees stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment. An Employee who is stood down may elect to take leave.
- (e) An Employee who is stood down under this provision may obtain other employment for the period of the stand down so long as the Employee is available to resume duties with Pacific National Queensland Coal at the end of the specified stand down period.
- (f) Except in the case of industrial action within Pacific National Queensland Coal, Employees shall be paid for public holidays which fall during the stand down period.

SIGNATURE PAGE

Signatory

Name

Heidi Beck

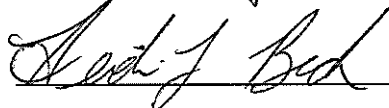
Address

level 16, 15 Blue St
NORTH SYDNEY
NSW 2060

Title

Chief People Officer

Signature



Signed for and on behalf of Pacific National Queensland Coal Limited being an authorised signatory for Pacific National Queensland Coal



Signatory

Name

OWEN DOOLAN

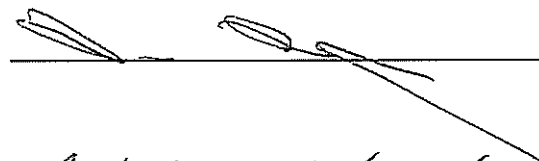
Address

457 UPPER EDWARDS ST
BRISBANE 4000

Title

BRANCH SECRETARY

Signature



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

Signatory

Name

MICHAEL J. McATRICK

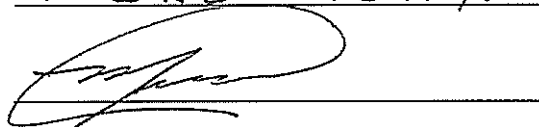
Address

41 PEEL ST.
SOUTH BRISBANE 4101

Title

A. STATE SECRETARY

Signature



Signed for and on behalf of Union being members of the National Executive of the Union and authorised to sign an Agreement on behalf of the AFUE under the union's registered rules

PART 9 – SCHEDULES

SCHEDULE 1 - BASE RATES OF PAY

Classification	Commencement of Agreement	Base Rate 12 months following approval of Agreement	Base Rate 24 months following approval of Agreement
Level 5 Advanced Locomotive Driver	\$ 102,734.58	\$ 104,789.27	\$ 106,885.06
Level 4 Locomotive Driver	\$ 96,013.63	\$ 97,933.90	\$ 99,892.58
Level 3 Advanced Trainee Driver	\$ 76,810.90	\$ 78,347.12	\$ 79,914.06
Level 2 Trainee Driver	\$ 55,317.79	\$ 56,424.14	\$ 57,552.63
Level 1 Trainee Driver	\$ 53,105.08	\$ 54,167.18	\$ 55,250.52

SCHEDULE 2 – BARRACKS ALLOWANCE INCREASES

Payment	Commencement of Agreement	Base Rate 12 months following approval of Agreement	Base Rate 24 months following approval of Agreement
Barracks Allowance - For up to a 24-hour period	\$ 95.00	\$ 97.00	\$ 99.00
Barracks Allowance - For over 24 hours and up to a 40-hour period	\$135.00	\$138.00	\$141.00
Barracks Allowance for over a 40-hour period, paid every 8 hours thereafter	\$ 30.00	\$ 31.00	\$ 31.00
Daily Allowance	\$ 95.00	\$ 97.00	\$ 99.00
Accommodation Allowance	\$120.00	\$122.00	\$125.00

AG2018/3575 – Application for approval of the Pacific National Queensland Coal Enterprise Agreement 2018

UNDERTAKING

Pacific National (Queensland Coal) Pty Ltd provides the following undertaking in relation to the *Pacific National Queensland Coal Enterprise Agreement 2018*:

1. Pacific National (Queensland Coal) Pty Ltd undertakes that if a casual employee who is employed in the following classifications, Level 1 Trainee Driver, Level 2 Trainee Driver and Level 3 Advanced Trainee Driver and who works on a public holiday, that casual employee will be paid at least the total hourly rate which would be applicable to them under the *Rail Industry Award 2010* plus an additional \$1.00 per hour for the hours worked on that public holiday shift.
2. Pacific National (Queensland Coal) Pty Ltd undertakes that if a casual employee who is employed at the Level 2 Trainee Driver classification and who works on a Sunday, will be paid at least the total hourly rate which would be applicable to them under the *Rail Industry Award 2010* plus an additional \$1.00 per hour the for the hours worked on that Sunday shift.

Signed for and on behalf of Pacific National (Queensland Coal) Pty Ltd

A handwritten signature in black ink, appearing to read 'Brett Lynch', with a long horizontal flourish extending to the right.

Brett Lynch
President Coal

22 November 2018