



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Pacific National (QLD) Pty Ltd t/a Pacific National
(AG2018/5776)

PACIFIC NATIONAL (QLD) INTERMODAL TRAIN CREW ENTERPRISE AGREEMENT 2018

Rail industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 2 APRIL 2019

Application for approval of the Pacific National (QLD) Intermodal Train Crew Enterprise Agreement 2018.

[1] Pacific National (QLD) Pty Ltd t/a Pacific National has made an application for approval of an enterprise agreement known as the *Pacific National (QLD) Intermodal Train Crew Enterprise Agreement 2018* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). 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, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s 205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Rail, Tram and Bus Industry Union and the Australian Federated Union of Locomotive Employees, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they wish to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by these organisations, I note that the Agreement covers these organisations.

[6] The Agreement was approved on 2 April 2019 and, in accordance with s 54, will operate from 9 April 2019. The nominal expiry date of the Agreement is 9 April 2022.



DEPUTY PRESIDENT

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<AE502665 PR706477>

Annexure A

27 March 2019

Fair Work Commission
Level 14, Central Plaza Two,
66 Eagle Street,
Brisbane, Qld, 4000

Dear Deputy President Colman

AG2018/5776 – Application for approval of the Pacific National (Qld) Intermodal Traincrew Enterprise Agreement 2018
Written undertaking under section 190 of the *Fair Work Act 2009* (Cth)

Pacific National (QLD) Pty Ltd provides the following undertaking in relation to the *Pacific National (Qld) Intermodal Traincrew Enterprise Agreement 2018*:

1. Pacific National (QLD) Pty Ltd undertakes that the definition of 'Shiftworker' in clause 5 "Definitions" of the *Pacific National (Qld) Intermodal Traincrew Enterprise Agreement 2018* will read:

Shiftworker *For the purpose of the National Employment Standards and this Agreement, an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, or an employee who performs regular night shift work.*

Signed for and on behalf of Pacific National (QLD) Pty Ltd.



Brendon Gibson
Acting – President Freight

**Pacific National (QLD) Intermodal Train Crew
Enterprise Agreement 2018**

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APPLICATION AND OPERATION

1. Title

- 1.1 The title of this agreement is the Pacific National (QLD) Intermodal Train Crew Enterprise Agreement 2018 ('this Agreement' or 'the Agreement').

2. Scope and Application

- 2.1 This Agreement covers and applies to Pacific National (QLD) Pty Ltd (**Pacific National**) and all its Employees working in the State of Queensland for whom a rate of pay and a classification exists in Schedule 1 of this Agreement who are primarily engaged in the operation of locomotives and intermodal train services in Queensland. This Agreement specifically excludes managerial Employees, Employees engaged to work in bulk operations, or Employees under other forms of employment agreements.
- 2.2 The Organisations representing Employees that they are entitled to represent as their Bargaining Representative for the negotiation of this Enterprise Agreement was the Australian Rail, Tram and Bus Industry Union, Queensland Branch (**RTBU**) and the Australian Federated Union of Employees (**AFULE**)

3. Term of this Agreement

- 3.1 This Agreement will commence to operate 7 days after the date on which it is approved by the Fair Work Commission (**Commencement Date**). The nominal expiry date of this Agreement is 3 years after the Commencement Date.
- 3.2 Unless expressly stated otherwise, this Agreement shall replace, subject to the provisions of the Act, and any other workplace agreement which has effect in relation to the Employees.
- 3.3 This Agreement may be varied prior to its nominal expiry date provided the Parties agree and subject to the variation being made in accordance with the requirements of the Act.
- 3.4 This Agreement may be terminated prior to its nominal expiry date provided that the Parties agree and subject to the termination being made in accordance with the requirements of the Act.

4. Guiding Principles

The guiding principles of this Agreement are:

- 4.1 An ongoing commitment by all Parties to this Agreement to rail industry best practice in occupational health and safety performance, including fatigue management;
- 4.2 Pacific National Employees work flexibly and efficiently and will receive fair and reasonable remuneration and other terms and conditions;
- 4.3 The Parties recognise that continuous improvement will contribute to the commercial success that underpins improvements to job security, wages and working conditions;
- 4.4 Multi-skilling and greater workforce flexibility will be pursued through Pacific National's classification structures and position descriptions and allows Employees to perform tasks which are Safe, Efficient, Logical and Legal (SELL) for which they have been trained and have current demonstrated competency;
- 4.5 Terms and Conditions of employment will be expressed in a clear and understandable format;
- 4.6 The introduction of new technology, systems and/or processes which improve business efficiency and effectiveness will be supported by all stakeholders;
- 4.7 A commitment to the development of a constructive and respectful working relationship between Employees and Pacific National which is commercially and customer focused and aligned to the growth of the business;
- 4.8 The ongoing development of career paths for Employees.

5. Definitions

Term /Abbreviation	Meaning
The Act	Means the <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
Agreement	Means Pacific National (QLD) Intermodal Train Crew Enterprise Agreement 2018.
AFD	Means Available for Duty in accordance with clause 24 of this agreement and is defined as a period in which a driver must be contactable and is Fit for Work as described in clause 40 when required following the Employees nominated notification period.

Blank day / Period	Means a period of time between workings displayed on the Master Roster for which no work or RDO has been allocated. Drivers may be required to work blank day periods in accordance with Schedule 2. Blank day / periods are not to be confused with AFD's.
Employee	Means an Employee of Pacific National employed under the terms and scope of this Agreement.
Force Majeure	Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, unplanned lockout or interruption or failure of the rail network.
FWC	Fair Work Commission
Immediate Family	Means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
Master Roster	Roster document exhibited to indicate Rostered Days Off and indicative times of attendance for rostered workings for the complete roster cycle for each depot. In this context the complete roster cycle means the number of lines in the Master Roster.
NES	Means the National Employment Standards as set out in or determined pursuant to the Fair Work Act 2009 (Cth) as amended from time to time. Nothing in this Agreement is intended to exclude any provision of the NES. The Parties acknowledge that the NES will prevail over this Agreement where, in a particular respect, the NES provides a more favourable outcome for Employees as prescribed in accordance with the Fair Work Act 2009 (Cth).
Pacific National	Means Pacific National (QLD) Pty Ltd.
RDO	Means Rostered Day Off as displayed on the Master / Working Rosters.
Shift Worker	Means for the purpose of the National Employment Standards and this Agreement, an Employee who is: <ul style="list-style-type: none"> regularly rostered to work shifts outside of the hours 0600 to 1800; and that are rostered 24 hours a day for 7 days a week; and who regularly works on Sundays and public holidays.
Working Roster	Roster produced from the Master Roster at least 10 days in advance which displays details of rostered workings where possible. The shift details/times of attendance displayed on the working roster may differ from those displayed on the Master Roster, however rostered days off must not be changed.

6. Contract of Employment

- 6.1 Pacific National will use full time, part time, maximum term and casual employment in order to meet its business needs.
- 6.2 All new Employees will be provided with a Letter of Offer outlining the terms and conditions of their employment.
- 6.3 When engaged, all Employees shall:
 - 6.3.1 Use safe work practices and properly use all appropriate protective clothing and equipment provided by Pacific National;
 - 6.3.2 Undertake all work as directed, which is within their skill and/or competence and/or is consistent with any job description relevant to their classification;
 - 6.3.3 Comply with any reasonable request of Pacific National and, subject to business needs or requirements, work reasonable overtime and in accordance with shift rosters, which may vary from time to time;
 - 6.3.4 Implement and use new technology, systems and/or processes which will improve business efficiency and effectiveness;
 - 6.3.5 Participate in developing and implementing work methods that are designed to improve the performance of Pacific National; and
 - 6.3.6 Participate in training, learning and developmental programs and attend team briefings, during working time, to enhance the productivity of the workplace.

7. Policies

- 7.1 Pacific National will develop and implement workplace policies from time to time. Such policies do not form part of this Agreement; however, they will constitute lawful and reasonable directions by Pacific National. Employees must comply with such policies.
- 7.2 Pacific National commits to promulgating the relevant policies to all Employees affected by this "Agreement"

8. Probationary Employment

- 8.1 At the commencement of their employment, all Employees will be employed for an initial probationary period of six (6) months. During this time Pacific National will monitor the Employee's employment and where necessary discuss it with the Employee concerned.
- 8.2 At the completion of the probationary period, Pacific National will confirm the employment of the Employee if the Employee's performance has been satisfactory. If at this time, an Employee's performance is assessed by Pacific National as being unsatisfactory the employment of that Employee may be terminated.
- 8.3 During the probationary period, Pacific National may terminate the Employee's employment by giving the Employee one week's notice or one week's pay in lieu of notice. During this probationary period, the Employee may terminate his or her employment by giving one week's notice in writing.

9. Full Time Employment

- 9.1 Full time Employees are those who are engaged to work standard ordinary hours of 1976 hours per annum, inclusive of Annual Leave, and other paid leave hours. This is the equivalent of 52 weeks paid at an average of 38 ordinary hours per week.

10. Permanent Part Time Employment

- 10.1 Part time Employees are those (other than casual Employees) who work on a regular basis but less than the standard ordinary hours of work for an equivalent full time Employee.
- 10.2 Part time Employees shall be engaged for a minimum of three (3) hours per shift and fifteen (15) hours per week.
- 10.3 Part time Employee's minimum number of hours per annum and, wherever possible, the scheduling of those hours will be agreed in writing at the commencement of employment.

- 10.4 Part time Employee's minimum number of hours may only be varied by written agreement between the Employee and Pacific National.
- 10.5 Part time Employees will be entitled to pro-rata conditions, including payment provisions and leave entitlements, as provided for in this Agreement relative to the comparable full time equivalent position based on ordinary hours worked and no less than the NES.
- 10.6 A part time Employee may be required to work overtime beyond their agreed number of hours. Where this is required, the payment for overtime hours will be at ordinary rates, without penalty, up to the number of ordinary hours for an equivalent permanent full time Employee. Where overtime hours exceed the normal ordinary hours for an equivalent permanent full time Employee, the applicable penalty multiplier as provided for in clause 23 of this Agreement will be applied to the additional hours worked.

11. Casual Employment

- 11.1 Casual Employees are Employees engaged and paid as such by Pacific National in accordance with this clause 11.
- 11.2 A casual Employee shall be engaged for a minimum of three (3) consecutive hours on a shift.
- 11.3 A casual Employee will receive the ordinary hourly rate applicable to the equivalent full-time classification plus a twenty five percent (25%) loading on this ordinary hourly rate. This loading is compensation for not being entitled to the benefits set out in clause 11.5.
- 11.4 The classification level and rate of pay within the classification structure for the casual Employee will be determined by reference to the requirements of the position and to the casual Employee's skills, knowledge and experience. Applicable penalty payments will be paid in accordance with the provisions applicable to a similar full-time classification.
- 11.5 Casual Employees will not be entitled to:

- 11.5.1 Overtime, except for hours worked in excess of the ordinary hours for the equivalent full-time Employee;
 - 11.5.2 Redundancy payments;
 - 11.5.3 Paid Parental Leave, paid Personal / Carer's leave, Annual Leave, paid compassionate leave, leave loading or long service leave;
 - 11.5.4 Public holidays and payment for public holidays not worked; and
 - 11.5.5 Unless otherwise prescribed, any other entitlement as provided for in this Agreement.
- 11.6 Other than in cases of misconduct that warrants summary dismissal, Pacific National or the Employee may terminate casual employment by providing notice expiring at the end of the rostered shift.
 - 11.7 Where a casual Employee has worked the equivalent ordinary hours of a full time Employee for a continuous period of 12 months he/she may apply in writing to be appointed as a permanent or part-time Employee. Any application for permanent appointment under this sub-clause, will be considered and determined at Pacific National's sole discretion.

12. Maximum Term Employment

- 12.1 Maximum term Employees are engaged by Pacific National for a specified period or project.
- 12.2 Maximum term Employees may be engaged on either a full-time or part time basis consistent with the terms of this Agreement.
- 12.3 Employees engaged on a maximum term basis will be entitled to all pro-rata terms and conditions applicable to a full time or a part-time Employee (as the case may be) in the same classification with the exception of redundancy entitlements and long service leave. Any unused Annual Leave will be paid on a pro-rata basis at the completion of the engagement.
- 12.4 The offer of maximum term employment will specify the period of engagement. Pacific National is under no obligation to offer further maximum term employment or permanent employment upon the expiration of the original term.

- 12.5 Other than in cases of misconduct that warrants summary dismissal, Pacific National may terminate a maximum term Employee at any time during the maximum term by giving two (2) weeks' notice of termination or payment in lieu thereof.
- 12.6 Payment in lieu of notice will be made if the appropriate notice period is not given. Pacific National may require all or part of the period of notice to be worked out with any remainder to be paid out.

13. Job Share Arrangements

- 13.1 Pacific National will consider proposals put by Employees for job share arrangements on a case-by-case basis taking into account:
- 13.1.1 operational requirements;
 - 13.1.2 the impacts of the proposal upon Pacific National's operations;
 - 13.1.3 the efficiency of the proposed arrangements; and
 - 13.1.4 work/life balance issues.

Any application for job share arrangements under this sub-clause, will be considered and determined at Pacific National's sole discretion.

REMUNERATION

14. Total Remuneration

- 14.1 Employees are remunerated on a Total Remuneration basis. The Total Remuneration for Employees is made up of the following components:
- 14.1.1 Base Salary; and
 - 14.1.2 Aggregate Penalties.
- 14.2 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. Examples of such allowances or payments include but are not limited to the following:
- 14.2.1 The Employee's classification;

- 14.2.2 Hours the Employee may be required to work as a result of operational necessity that are in addition to the Employee's rostered hours;
- 14.2.3 Annual leave loading;
- 14.2.4 All public holiday penalty payments;
- 14.2.5 Driver only operation;
- 14.2.6 Tonnage / Distance payments;
- 14.2.7 Coal/Dust allowance; and
- 14.2.8 All time spent in accommodation units when on "away from home depot" workings.
- 14.3 Base Salaries for each classification are set out in Schedule 1 of this Agreement.
- 14.4 Aggregate penalties are provided to compensate Employees for working shift work and weekends. The method for calculating the Aggregate Penalty and the Aggregate Penalty Multiplier for different shifts is set out in clause 15 of this Agreement.
- 14.5 The Base Remuneration rates in Schedule 1 of the Agreement titled "Base Wages" will be backdated to 1 July 2018. Back-pay payments will be made the first full pay period after the Commencement Date of this Agreement.

15. Calculating an APM

- 15.1 Aggregate penalties are calculated by determining the Aggregate Penalty Multiplier ("**APM**") and then applying the APM to the Base Salary for the Employee's position. The APM will differ depending on the shift pattern the Employee is working.
- 15.2 The following formula is used to calculate the applicable APM based on the roster:

Data required to Calculate an Aggregate Penalty Multiplier			
Base	Data	Column A Actual number of hours in roster cycle	Shift Multipliers
			Column B Hour Equivalents
Day Shift Hours 0600-1800		<i>Insert No. of Hours</i>	1.00 <i>Multiply No. of Hours by Shift Multiplier</i>
Afternoon/Night Shift Hours 1801-0559		<i>Insert No. of Hours</i>	1.18 <i>Multiply No. of Hours by Shift Multiplier</i>
Saturday Shift Hours		<i>Insert No. of Hours</i>	1.50 <i>Multiply No. of Hours by Shift Multiplier</i>
Sunday Shift Hours		<i>Insert No. of Hours</i>	2.00 <i>Multiply No. of Hours by Shift Multiplier</i>
Sub Totals			

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

Note 2: Afternoon and Night Shifts fall within the span 1801hrs to 0559 hrs.

To calculate the APM use the following:

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

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

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

- 15.3 If the rostered working at a location changes to the extent that the calculated APM is no longer applicable, a revised APM will be calculated and applied based on the revised roster arrangements.

16. Payment of Remuneration

- 16.1 Remuneration will be paid on a fortnightly basis by electronic fund transfer to the Employee's nominated bank account.

17. Superannuation

- 17.1 This clause will apply in conjunction with the superannuation legislation.
- 17.2 Pacific National will contribute, on behalf of each Employee, an amount at least equivalent to the rate prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth) (currently 9.5%).
- 17.3 Pacific National must make superannuation contributions monthly or more frequently.
- 17.4 Australian Super will be the default fund into which Pacific National will pay the contribution unless an Employee chooses an alternative complying fund. In all instances either the default or nominated fund must be My Super compliant.

18. Salary Sacrifice

- 18.1 Employees may elect to have part or all of their Total Remuneration paid as an Employer superannuation contribution to Australian Super or to another complying fund nominated by the Employee, or for the procurement of salary continuance insurance offered by Pacific National (subject to the rules of the fund to which the contribution is to be made and relevant legislation). The amount salary sacrificed for this purpose will still form part of the Employee's Total Remuneration and electing to salary sacrifice does not create any additional entitlement to payment.
- 18.2 Eligible Employees may elect to enter into a Novated Vehicle Leasing Agreement in accordance with Pacific National Policy in effect at the time and in full compliance with relevant legislative provisions as varied from time to time.

19. Individual Flexibility Agreements

- 19.1 Notwithstanding any of the other provisions in this Agreement, Pacific National and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of Pacific National and the individual Employee. The terms of the Agreement that Pacific National and the individual Employee may agree to vary are those concerning:
- 19.1.1 Arrangements for when work is performed;
 - 19.1.2 Overtime rates; and
 - 19.1.3 Penalty rates.
- 19.2 Pacific National and the individual Employee must have genuinely made the agreement under clause 19.1 without coercion or duress.
- 19.3 The agreement between Pacific National and the individual Employee under clause 19.1 must result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 19.4 Pacific National must ensure that the terms of the individual flexibility arrangement agreed in clause 19.1:
- 19.4.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 19.4.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 19.4.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 19.5 The agreement between Pacific National and the individual Employee pursuant to clause 19.1 must also:
- 19.5.1 Be in writing, name the Parties to the agreement, be signed by Pacific National and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - 19.5.2 State the date the agreement commences to operate;
 - 19.5.3 State each term of this Agreement that Pacific National and the Employee have agreed to vary;

- 19.5.4 Detail how this Agreement has been varied; and,
- 19.5.5 Detail how the arrangement meets the Better Off Overall Test (BOOT).
- 19.6 Pacific National must give the individual Employee a copy of the agreement within 14 days.
- 19.7 Except as provided in clause 19.5.1, the individual flexibility agreement must not require the approval or consent of a person other than Pacific National and the individual Employee.
- 19.8 Any agreement made pursuant to clause 19.1 may be terminated:
- 19.8.1 By Pacific National or the individual Employee by giving four weeks' notice of termination, in writing, to the other party; or
- 19.8.2 At any time, by written agreement between Pacific National and the individual Employee.
- 19.9 The right to make an agreement pursuant to this clause 19 is in addition to, and is not intended to otherwise affect, any provision for an agreement between Pacific National and an individual Employee contained in any other term of this Agreement.

20. Mentor Drivers

- 20.1 Pacific National will require qualified train crew to act in the capacity of Mentor Drivers to deliver structured training programs for new and existing Employees. Employees nominated by Pacific National as Mentor Drivers will be required to impart their knowledge of specific job skills to other Employees for the purpose of developing them into skilled and competent operators. Designated Mentor Drivers are responsible for reporting on the Employee's development and identifying areas of concern and of any potential delays in the Employee reaching necessary certification.
- 20.2 Employees nominated by Pacific National as Mentor Drivers and required to act for a specified time in the capacity of Mentor Driver will receive a gross allowance of \$20.00 per shift regardless of whether the training is provided in a classroom or in the cab. Employees are only entitled to receive the allowance for shifts where they are required and directed by Pacific National to act as a Mentor Driver.

21. Short Term Incentive Allowance

- 21.1 If during the life of this Agreement, the Parties agree on a short term incentive program that is cost neutral, measurable and clearly defined, the Parties agree to consult with a view to agreeing on an implementation timetable.

HOURS OF WORK, ROSTERS AND OVERTIME

22. Hours of Work

- 22.1 The ordinary hours of work for a full time Employee are:
- 22.1.1: 1786 hours per annum plus 190 hours of Annual Leave for a shift worker; or
 - 22.1.2: 1824 hours per annum plus 152 hours for a non-shift worker

Note: 1976 hours per annum = 52 weeks at an average 38 hours per week.

For example: a full-time Employee will be paid 76 ordinary hours each pay fortnight irrespective of the ordinary hours worked in the pay fortnight. This payment averages an Employee's wages in order to avoid the peaks and troughs that may occur under some rosters.

- 22.2 The ordinary hours will normally be worked in blocks of 494 hours (13 week duty cycles). The first thirteen week duty cycle will commence from the first pay period after 30 November of each year.
- 22.3 The number of RDOs in a roster duty cycle will be allocated on the basis of the calculation of the number of weeks in the roster cycle multiplied by two (2). For example in a thirteen week roster cycle there will be thirteen (13) weeks multiplied by two (2) = twenty six (26) RDOs.
- 22.4 Working time will be reported by time sheet (train run report), inclusive of travel details where relevant, or by other reporting methods that may be introduced by Pacific National (e.g. Labour management kiosks).

- 22.5 Pacific National will develop specific work cycles which allocate hours of work in accordance with business needs. The number of hours to be worked in each work cycle will be pro-rated against the total annual hours of 1976. Although Employees may work more ordinary hours from one week to the next in a work cycle or from one work cycle to another work cycle, those Employees will not be required to work any more than an average of 38 ordinary hours per week on an annual basis.
- 22.6 Where more than 1976 hours are worked in any nominated yearly period, the working hours in excess of 1976 will be paid at either 1.7 or 2 times in the next pay period (refer to clause 23.4).
- 22.7 When the allotment of ordinary hours in a work cycle is exhausted, Pacific National may refrain from rostering Employees for work until the beginning of the Employee's next roster cycle. However, Employees must make themselves available to work a reasonable amount of paid overtime in this period, if required.
- 22.8 Pacific National may vary an Employee's Master Roster. The change in Master Roster will only take effect after 14 days written notice by posting the roster for the Employee and consultation with the Employee.
- 22.9 Where an Employee agrees to work on a RDO, the working hours will be paid at either 1.7 or 2 times in the next pay period based on the Drivers Timesheet (train run report) details (refer clause 23.4).
- 22.10 Pacific National will not roster work on an Employee's RDO, unless agreed by the affected Employee.
- 22.11 Where an Employee's rostered shift is delayed (for reasons including lay back or train delays) and consequently the Employee's shift runs into a RDO the Employee will be paid at the applicable overtime rate for those hours that run into the Employee's RDO in accordance with clause 23.

23. Overtime

- 23.1 The Parties agree that reasonable amounts of additional hours which may result in overtime will be worked by Employees (either full time, part time, or by the engagement of maximum term and casual Employees) in order to meet the operational needs of the business.

- 23.2 Pacific National will advise Employees if circumstances arise that require them to work overtime. Pacific National will determine the allocation and working of overtime.
- 23.3 Overtime is defined as any hours worked on an RDO, or any hours worked in excess of 1976 per annum. The penalty multiplier for overtime as defined in clause 23.4 will be applied to the Base Salary rate of pay. The APM as defined in clause 15 is not applicable to overtime payments.
- 23.4 The penalty multiplier for overtime worked in a 494 hour, 13 week duty cycle shall be as follows:
- 23.4.1 1.7 for all hours between 494 and 546 hours; and
- 23.4.2 2.0 for all hours beyond 546 hours.

24. Cancellation of Rostered Workings

- 24.1 If due to train cancellations or other events crews have not worked their planned shifts or a shift in accordance with clause 24.2, an Employee will be credited hours as follows:
- 24.1.1: if the Employee has been given at least 3 hours' notice of the cancellation the rostered hours will not be credited to the annualised hours of work set out in clause 22.1; or
- 24.1.2: if the Employee was provided less than 3 hours' notice of the cancellation, the Employee will be credited three (3) hours to the Employee's annualised hours as set out in clause 22.1. (Note: This is distinct from a minimum payment of 4 hours for working a shift).
- 24.2 In the event of a cancellation of rostered workings, the affected drivers rostered workings may be amended as follows:
- a. Drivers may be required to perform other duties in accordance with the provisions of minimum time off between shifts;
- or
- b. Drivers may be rostered as AFD (Available for duty) in accordance with the following provisions:

- 24.2.1 AFD period can only commence after 12 hours following previous sign off.
- 24.2.2 AFD period (For sign on for duty) will not exceed a period of 10 hours if the AFD period commences between the hours of 0600 and 1800 unless otherwise agreed.
- 24.2.3 AFD period will not exceed 8 hours if the AFD period commences between the hours of 1800 and 0600 unless otherwise agreed.
- 24.2.4 Minimum 12 hours off between the expiration of the AFD period and the next rostered turn of duty.
- 24.2.5 Rostered AFD periods, or parts thereof that are not worked, will be credited to the Employee's annual and cycle hours. For the purposes of rostering and fatigue calculations, if a shift is worked in the AFD period, the working shift sign on time will be treated as the commencement of duty.
- 24.2.6 Employees must be provided with a minimum 12 hours notification of an AFD commencement period.
- 24.2.7 For avoidance of doubt, Lift up and lay back provisions defined in Schedule 2 cannot be applied to AFD periods.
- 24.2.8 Workings commenced during an AFD period must finish before any RDO period unless otherwise agreed.
- 24.2.9 No more than 1 AFD period can be rostered for an Employee for each cancelled shift. For the purposes of this clause 24.2, a cancelled box job (away from home barracks working) is 1 shift.

25. Suspension of Master/Working Roster - Out of Course Working

- 25.1 To enable an effective recovery of train operations following a Force Majeure or unplanned event that results in the inability to operate trains on the network, or section of the network for a period that exceeds 12 hours, the affected depot Master/Working rosters may be suspended in accordance with this clause:

- 25.1.1 Minimum 12 hours' notice to be given on details of roster changes unless otherwise agreed.
- 25.1.2 All shifts to be fatigued scored.
- 25.1.3 May include requirement to work RDO's (as displayed on Master/Working Rosters).
- 25.1.4 RDO's worked will be paid as overtime.
- 25.1.5 Employees shall return to normal line on Master/Working Rosters following resumption of services as soon as practicable.
- 25.1.6 The period of Master/Working Roster suspension will not exceed a period of 14 days following the reopening of the network.

26. Townsville Depot Integration and Teamwork

- 26.1 The purpose of this clause is to define the scope of work that may be required of Employees to assist in ensuring that the Townsville depot operates efficiently and smoothly with consideration to the fact that two separate operations (Intermodal and Bulk/Coal) are required to share the depot infrastructure. Both operations will be primarily responsible for the movement and provisioning of their own respective rollingstock however assistance may be required within the scope of this clause and in the spirit of a cooperative team relationship between both operations.
- 26.2 Provided that Intermodal Operations are not compromised, Employees will be required to:
 - 26.2.1 Move, provision (in accordance with provisioning procedure), any Pacific National rollingstock which includes locomotives, wagons and crew vans within the confines of Toll North Terminal, Partington Yard, Julago Angle and Stuart Angle within the scope of the Employee's competence.

- 26.2.2 For avoidance of doubt, provisioning of crew vans will be limited to:
- topping up of potable water;
 - refuelling of Generator sets;
 - checking of Generator set oil, water and similar consumables levels; and
 - washing of crew van exterior.
- 26.2.3 Assist in Safe working duties for any Pacific National rollingstock including dropping of slots, setting of roads, shunting and placement of rollingstock, AX, DX, RX, GX and FX inspections within scope of competence. The requirement to change brake blocks, or perform mechanical repairs on bulk magnetite wagons is specifically excluded.
- 26.2.4 Perform other duties in agreed circumstances on a case by case basis.

LEAVE ENTITLEMENTS

27. Annual Leave

- 27.1 Employees, other than casual Employees, are entitled to paid Annual Leave in accordance with the NES.
- 27.2 The accrual and taking of Annual Leave shall be in accordance with the NES. Accordingly, an Employee's entitlement to paid Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 27.3 Annual leave accrues and is credited at the end of each 4 week period of continuous service.
- 27.4 If the Employee is a full-time non-shift worker he/she will accrue 4 weeks (152 hours equivalent to 4 x 38 hour weeks) of Annual Leave for every 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. Part time Employees have a pro-rata entitlement to Annual Leave based on the entitlement of full time Employees.

- 27.5 If the Employee is a full-time shift worker he/she will accrue 5 weeks (190 hours equivalent to 5 x 38 hour weeks) of Annual Leave for every 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.
- 27.6 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.
- 27.7 When an Employee takes leave deduction of accrued Annual Leave hours will be made on the basis of the Employee's rostered hours for the calendar period in which they are taking leave.
- 27.8 Annual leave will 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 hour minimum unless, because of special circumstances, the Employee and their manager agree to alternative arrangements in accordance with clause 27.9.
- 27.9 Employees may request to take Annual Leave of a shorter duration than as defined in clause 27.8 but not less than two days, twice in each calendar year provided the Employee has given sufficient notice to their manager and the leave does not unduly interfere with operational requirements. For the purposes of this clause, sufficient notice means prior to the posting of the relevant working roster, or in other circumstances as agreed to by Pacific National.
- 27.10 The entitlement to Annual Leave accumulates from year to year, however Pacific National requires Employees to take Annual Leave in the year following its accrual. Pacific National will use reasonable endeavours to develop rosters in consultation with the Employee for this to happen. Employees must take leave in accordance with leave rosters. Pacific National may direct an Employee to take a period of leave where an excess balance is accrued and such direction is reasonable.
- 27.11 Annual leave taken will be paid at the Total Remuneration Rate.

27.12 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 divided by 1976 hours per annum multiplied by the number of hours of Annual Leave that Employees have accrued but not taken at the time of termination.

27.13 An Employee is entitled to request to cash-out his/her accrued Annual Leave subject to the provisions of the Act. An Employee must retain a minimum of 152 hours of Annual Leave entitlement after any such application for cash-out. Any Annual Leave cashed-out will be paid at the Employee's ordinary time rate of pay as specified in Schedule 1 of this Agreement and include the applicable APM.

28. Personal / Carer 's leave

28.1 Employees, other than casual Employees, are entitled to paid Personal / Carer's leave in accordance with the NES.

28.2 The accrual and taking of paid Personal / Carer's leave shall be in accordance with this clause 28 but otherwise in accordance with the NES.

28.3 A full time Employee is entitled to 12 days (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. An Employee's entitlement to Personal / Carer 's leave accrues progressively during a year of service according to the number of ordinary hours worked, and can accumulate from year to year. Part time Employees have a pro-rata entitlement to paid Personal / Carer's leave based on the entitlement of full time Employees, no less than the NES.

28.4 Pacific National may, in the case of serious illness or injury, approve additional paid Personal / Carer's leave.

28.5 Paid Personal Leave may be used as sick leave or Carer 's leave.

28.6 Sick leave may be taken when an Employee is unable to attend work because of personal illness or injury.

28.7 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.

- 28.8 Where required by Pacific National, Employees must provide a medical certificate or other documentary evidence to support their claim for paid Personal / Carer's leave. Medical certificates must be signed by a state registered health practitioner and include the date of the examination; the dates covered by the certificate and the expected duration of the absence.
- 28.9 A medical certificate will always be required for absences of two (2) or more rostered working shifts or where Employees have had absences of four (4) or more rostered shifts during the preceding twelve (12) calendar months. If a medical certificate is not available, the Employee must produce a statutory declaration.
- 28.10 Payment for Personal / Carer's leave will be calculated on the Employee's Base Salary divided by 1976 hours per annum multiplied by the number of hours Personal / Carer's leave that is being taken
- 28.11 Employees will be required to make themselves available to cover shifts where other Employees rostered for these shifts are absent. Employees who have taken time off duty with Personal / Carer's leave will in conjunction with Pacific National make best endeavours to cover shifts where Employees are absent. The following conditions will apply in respect of the operation of this clause:
- 28.11.1 Shifts worked in these circumstances will not attract payment other than what is provided for in this clause and detailed below.
- 28.11.2 Where Employees have worked shifts in accordance with this clause and have not taken the equivalent amount of Personal / Carer's leave themselves, the overtime penalty multiplier prescribed in clause 23 will be applied to such shifts. For example:
- 28.11.3 Number of shifts worked to cover other Employees absences: 3 shifts
- 28.11.4 Number of Personal/ Carer's leave shifts taken by the Employee: 2 shifts
- 28.11.5 Shift hours plus the overtime penalty would be applied to 1 shift
- 28.12 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 years' entitlement provided that the Employee always maintains a Personal / Carer's leave balance of 115 hours, the equivalent of (15) 7.6 hour days. The following procedures and conditions will apply to this election:

- 28.12.1 At the end of each financial year Pacific National will provide each Employee with a statement of their Personal / Carer's leave entitlements.
- 28.12.2 The Employee must make the election request to cash out Personal / Carer's leave in writing.
- 28.12.3 An Employee may elect in writing to take a cash payment for a portion of his or her Personal / Carer's Leave and accumulate the remainder in any given year.
- 28.12.4 Payout of Personal / Carer's leave entitlements in these circumstances will be made at the Employee's Base Salary Rate.
- 28.12.5 Where an Employee elects it 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.
- 28.12.6 Personal / Carer's leave not paid out at the end of each year will continue to accumulate.
- 28.12.7 Payments provided for in this clause will be made as soon as practicable after the completion of the financial year.
- 28.12.8 For the avoidance of doubt, the pay out referred to under clause 28 only applies to that portion of accumulated Personal / Carer's leave entitlements which have accrued during the period which an Employee is covered under the terms of this Enterprise Agreement.

29. Unpaid Carer's Leave

- 29.1 Employees are entitled to unpaid Carer's leave in accordance with the NES.
- 29.2 Subject to satisfactory proof and notice being provided to Pacific National, an Employee is entitled to take a period of up to 2 days unpaid Carer's leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household requires care or support because of personal illness, or injury of that person or an unexpected emergency affecting that person.

- 29.3 Unpaid Carer's leave may be taken as a single, unbroken, period of up to 2 days or any separate periods by agreement with Pacific National.
- 29.4 Before being entitled to take unpaid Carer's leave an Employee must have exhausted his/her entitlement to take paid Personal /Carer's leave or any other authorised leave of the same type.

30. Compassionate Leave

- 30.1 Employees, other than casual Employees, will be entitled to two (2) days paid compassionate leave on each occasion on the death or serious life threatening illness or injury of a member of their immediate family or household.
- 30.2 An Employee may take compassionate leave for each occasion as:
- 30.2.1 A single continuous two day period; or
 - 30.2.2 Two separate periods of one day each; or,
 - 30.2.3 Any separate periods to which the Employee and Pacific National agree.
- 30.3 Employees must give Pacific National a copy of the funeral notice or other evidence that Pacific National reasonably requires.
- 30.4 Payment for compassionate leave will be calculated on the Employee's Total Remuneration.

31. Parental Leave

- 31.1 Eligible Employees are entitled to parental leave in accordance with the NES. An eligible Employee is defined as a permanent Employee with a minimum of twelve months (12) continuous service with Pacific National or related entity.
- 31.2 Employees are entitled to Parental Leave in accordance with the NES and upon request will be provided with a copy of the relevant Company policy and procedure outlining the process for accessing this Leave.

32. Long Service Leave

- 32.1 Employees will be entitled to 12 weeks (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.
- 32.2 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.
- 32.3 If an Employee's employment is terminated for any reason any accrued long service leave for service in excess of 10 years' service only 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.
- 32.4 When Employees take long service leave it must be taken subject to operational requirements and approved by Pacific National. Generally, it is preferred that all accrued long service leave be taken in full.
- 32.5 Deduction of accrued long service leave hours when Employees take leave will be made on the basis of their rostered hours for the calendar period in which the Employee is taking leave.
- 32.6 Unless otherwise clarified above, the provisions of the Industrial Relations Act 2016 (QLD) will govern Employee long service leave entitlements.

33. Public Holidays

- 33.1 Subject to the 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 includes all payments, including any penalties and loadings, that may have been payable to the Employee for working on a public holiday.
- 33.2 In this clause public holiday means:
 - (i) New Year's Day
 - (ii) Australia Day
 - (iii) Good Friday

- (iv) Easter Saturday
- (v) Easter Monday
- (vi) Anzac Day
- (vii) Queen's Birthday
- (viii) Labour Day
- (ix) Boxing Day
- (x) Any other day that under the law of Queensland is substituted for a day referred in the paragraphs (i) to (ix) above
- (xi) Any other day as prescribed in Queensland as a public holiday in the specific council geographic boundary of the Employee's designated location of work, for example Show Day.
- (xii) If an Employee works on Christmas Day, that Employee will be paid a penalty multiplier of 1.7 for the hours worked on Christmas Day.

34. Jury Service

- 34.1 Employees called for jury duty will be provided leave for the period of their attendance.
- 34.2 Payment for jury service will be made at the Total Remuneration Rate. Employees must reimburse Pacific National any moneys, except for incidental payments for meals or travel, paid by the Sheriffs office, court or other organisation for their attendance for jury service.

35. Defence Force Reserve Leave

- 35.1 Pacific National will provide unpaid leave for defence force reservists in accordance with its obligations outlined in the Defence Reserve Service (Protection) Act 2001 (Cth). Such leave will not prejudice an Employee's continuous service with Pacific National.

36. Trauma Leave

- 36.1 Where Employees are directly involved in a fatal or serious accident or event defined as a "critical incident" and they are not themselves physically injured in the accident or event, they will be provided with 2 days paid trauma leave on Total Remuneration to attend compulsory medical or other counselling. Employees will be given a choice of approved practitioners and/or counsellors in this clause a critical incident means an incident involving a near miss, injury, fatality or collision that has the capacity to impair or traumatise the Employee. A Driver involved in any incident will advise the IPS or equivalent who will assist in the decision for the Driver as to whether they should continue their shift.

37. SES, Coast Guard, Rural Fire Brigade

- 37.1 Paid leave, at an Employee's Total Remuneration Rate, for emergency work as part of the SES, Coast Guard or Rural Fire Brigade may be approved in accordance with Pacific National's policies and the Act.

STAND DOWN

38. Stand Down

- 38.1 Pacific National 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 cannot reasonably be held responsible.
- 38.2 Except in the case of industrial action within Pacific National, 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.
- 38.3 Where possible Pacific National will implement measures to mitigate the effects of the stand down such as training, reaccreditation etc.
- 38.4 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.

- 38.5 Except in the case of industrial action within Pacific National, Employees shall be paid for public holidays which fall during the stand down period.
- 38.6 Any Employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled (excluding notice) up to the time of the resignation, without default to the Employee.
- 38.7 Any Employee who is stood down in accordance with this clause shall be at liberty to take other employment, and, in the event that the Employee does so, Pacific National shall not require the Employee to attend work until the Employee has worked, out a period of notice where required to do so by the other Employer which shall not exceed 7 days.
- 38.8 An Employee who is stood down in accordance with this clause may elect to take any accrued leave entitlements.

HEALTH AND SAFETY, INJURY & ILLNESS, FITNESS FOR WORK

39. Health and Safety

- 39.1 The health and safety of all Employees is the primary concern of Pacific National. 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.
- 39.2 Pacific National will take all practical and reasonable measures to ensure the health, safety and welfare of all Employees as well as ensuring a safe and healthy work environment. Pacific National will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- 39.3 Employees must ensure they perform their jobs safely with a duty of care to themselves, other Employees, contractors, visitors or customers. They must cooperate with Pacific National in matters related to health and safety and follow applicable policies and procedures in the performance of their work. They must also notify their Supervisor or Manager, of any situation where they genuinely believe a risk of injury or damage exists.

40. Medical/Health Checks

- 40.1 Pacific National is committed to providing a safe, healthy and productive work environment for its Employees.
- 40.2 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's policies in this regard. This includes a requirement that Employees submit to assessment of their fitness for work upon request. This may include drug and alcohol testing.
- 40.3 It is a requirement that new Employees undergo a medical examination prior to commencement with the Company.
- 40.4 In recognition of the nature of the work performed under this Agreement, Employees will comply with requirements by the Company to undergo further medical checks during the course of employment either by virtue of legislation or if the Company has reasonable grounds that the Employee cannot perform the inherent requirements of his/her role.
- 40.5 The Company will pay costs associated with medical checks it requires.
- 40.6 When a medical appointment is required to be scheduled on an Employee's RDO, the Employee will be entitled in the next payment cycle, to a \$90 allowance and 2 hours credited to that Employee's duty cycle.
- 40.7 Pacific National 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 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.
- 40.8 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. All Employees and contractors must comply with this policy.

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

41. Work Clothing

- 41.1 Pacific National will provide Employees with uniforms and, where required, protective clothing or equipment. Where a uniform, protective clothing or equipment is provided; it must be correctly worn or utilised by Employees while they are on duty.
- 41.2 Employees will be required to take reasonable care of uniforms, protective clothing or equipment which will remain, at all times the property of Pacific National.
- 41.3 Worn or defective items of uniform, protective clothing or equipment must be reported to the appropriate supervising officer. Pacific National will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 41.4 Pacific National will keep Employees informed about any decision to make significant changes to uniforms and/or protective clothing and equipment.

42. Incapacity to Return to Work

- 42.1 Where Employees become ill or are injured and have no prospect of returning to performing the job or role they occupied before their illness or injury, Pacific National will examine opportunities for reclassification to an alternative position. If there is no reasonable alternative position available Pacific National 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.

- 42.2 If required by Pacific National, Employees will attend a medical examination by a medical practitioner nominated by Pacific National in respect of any illness or injury. The medical practitioner will provide a report to Pacific National 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 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 any one without an Employee's authorisation.
- 42.3 Employees have a duty to ensure that they outline to their manager 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.

CONSULTATION, TREATMENT, DISPUTE RESOLUTION AND FAIR TREATMENT

43. Consultation

- 43.1 Consultation is defined as follows:
- 43.1.1 A procedure to provide greater participation by Employees who are party to this Agreement in the formulation and implementation of a major workplace change.
- 43.2 Consultation is aimed at getting Employees who are party to this Agreement to suggest or respond to proposals put forward by Pacific National.
- 43.3 Pacific National will consult with its Employees where it has made a definite decision to introduce the implementation of major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees.
- 43.4 Consultation will take place with affected Employees at a local, district or State level commensurate with the impact of the change. An Employee may request to have a representative for the purposes of the consultation.
- 43.4.1 Pacific National having made a definite decision that it intends to proceed with any significant workplace change shall issue a notification, in writing, advising:

- 43.4.2 The affected Employees, or their representatives and their Union;
 - 43.4.3 The nature of the change;
 - 43.4.4 The reason for it;
 - 43.4.5 The timing of it; and,
 - 43.4.6 Any other relevant information.
- 43.5 Pacific National shall allow the Employee, their representative and the Union, an opportunity to express their view or concerns. Pacific National will allow Employees, their representative and their Union to actively participate in the consultative process.
- 43.6 Pacific National shall genuinely consult and consider any views or advice from the Employees, their representative and their Union in relation to the proposed change and provide written reasons addressing concerns raised by Employees and or Employee representatives.
- 43.7 This consultative process must be completed within a period of 14 days from the date of notification by Pacific National as set out in clause 43 above, subject to the provisions of 43.4.1 being complied with. Failure to comply with the provisions of 43.4.1 will delay and or extend the 14 day period accordingly.
- 43.8 Should Pacific National fail to provide the notification as required in clause 43.4.1 above, Pacific National shall not implement any of the proposed changes until such time that the proper notification of change has been provided and the consultation process set out in sub clause 43.4.1 has been complied with.
- 43.9 Further, where Pacific National has failed to engage in any consultation what so ever with the affected Employees, their representative or their Union, may issue Pacific National, within 7 days of the non compliance, with a notice of dispute, in writing, setting out the reasons for the dispute. Upon receiving such notice of dispute Pacific National will not implement the change and or cease the change should it have been already implemented.

- 43.10 For the purposes of this clause and without limiting the generality thereof, significant change includes changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- 43.11 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Pacific National, the change will not be deemed to be one which is "likely to have a significant effect on Employees".
- 43.12 Notwithstanding the above, once the notification has been provided or consultation has commenced in accordance with this clause, either party may notify FWC of a dispute, in accordance with clause 45.

44. Fair Treatment Procedure

- 44.1 An Employee may believe that a decision by Pacific National unfairly affects them in their role or in the event of any dispute between an Employee and Pacific National over matters arising under this Agreement. In this case the Employee must continue to work in accordance with Pacific National's directions whilst their concerns are being dealt with in accordance with this procedure. Such directions must be in accordance with the SELL Principle.
- 44.2 At all times, both the Employees concerned and Pacific National are required to follow the steps set out in Resolution of Disputes clause.

45. Resolution of Disputes (Procedural Steps)

- 45.1 In the event of any dispute arising as to the matters pertaining contained within this Agreement, or the NES, the following procedure will apply.

STEP 1 The matter will in the first instance be discussed between the Employee and the immediate Supervisor involved. If the matter remains unresolved;

STEP 2 It will be referred for discussion between the Employee and/or other nominated Employee representative and a member of

management more senior to the supervisor referred to in Step 1 and/or the Employer's Representative.

If the matter remains unresolved;

STEP 3 It will be referred for discussion between the Employee and/or appropriate Union Official (and/or other nominated Employee representative) and appropriate upper Management. Such a referral where in writing, shall include the relevant details of the dispute including the location, time and proposed resolution of the matter.

All such details will be considered 'without prejudice' to any further processes.

STEP 4 If the dispute remains unresolved a "cooling off period" of 48 hours (excluding weekends and public holidays) will occur. During this period the parties may continue to have discussions which may include (by agreement) the use of a mediation service.

STEP 5 Should the foregoing steps fail to resolve the issue within a reasonable time, the matter(s) in dispute may be referred by either party to FWC. FWC shall attempt to resolve the matter by conciliation and/or mediation.

STEP 6 Finally, if a dispute in relation to a matter arising under this Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been exhausted, either party may refer the dispute to FWC for arbitration.

45.2 If an Employee chooses to utilise the services of a representative to assist the Employee in following the above procedure, then Pacific National will recognise that representative for the purposes of this procedure.

45.3 Any of the steps in the process may be removed where both Parties agree to accommodate a speedy resolution of the dispute. Likewise, the Parties may agree to extend the timeframes within which each of the steps are to be completed.

45.4 While a dispute is being progressed in accordance with the procedure set out in this clause, the Employee(s) to whom the dispute relates;

45.4.1 must work without interruption in accordance with his/her contract of employment and the terms of this Agreement; and

45.4.2 must comply with any reasonable direction given to the Employee(s) by the Company to perform other available work in accordance with Pacific National's directions whilst their concerns are being dealt with in accordance with this procedure. Such directions must be in accordance with the SELL Principle.

DISCIPLINARY ACTION, TERMINATION AND REDUNDANCY

46. Disciplinary Action

46.1 If Employees are subject, to disciplinary action during the course of their employment, such action will be implemented within the context of an overall performance management approach. Before implementing disciplinary action, Pacific National will conduct an appropriate investigation to gather and analyse any material relevant to the performance issue that is subject to the disciplinary action.

46.2 In implementing disciplinary action, Pacific National may:

46.2.1 Issue an oral or written caution, warning or reprimand;

46.2.2 Impose a temporary reduction in position, rank or classification level and pay (for a period of up to twelve 12 months);

46.2.3 Suspend the Employee from duty with or without pay; and

46.2.4 Terminate the Employee's employment.

46.3 If an Employee is involved in an operational incident or allegations of serious misconduct they may be suspended from duty with or without pay at the discretion of Pacific National or may be assigned alternative duties within his/her skills, competency and training until the matter has been investigated and a decision has been made about returning to normal work or implementing disciplinary action or both.

47. Termination

47.1 This clause applies to the termination of employment of full time and part time Employees. This clause does not apply to maximum term or casual Employees.

47.2 Once Employees have successfully completed their probationary period, Pacific National will not terminate an Employee's employment unless:

47.2.1 An Employee is given the period of notice or payment in lieu required by this clause; or

47.2.2 An Employee is guilty of serious misconduct or other misconduct justifying summary dismissal.

47.3 The required period of notice will be:

Service with Pacific National Period of Notice

Not more than 1 year	1 week
Up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

47.3.1 If an Employee is over 45 years of age and has more than two (2) years continuous service, a further one (1) weeks' notice must be provided.

47.4 Payment in lieu of notice will be made if the required notice period is not given.

47.5 Pacific National may require all or part of the period of notice to be worked out with any remainder to, be paid out.

47.6 Upon termination of employment, Employees must return all Pacific National property.

47.7 If an Employee wishes to terminate their employment they must provide Pacific National with the same period of notice as Pacific National would have provided them had the employment ended at the initiative of Pacific National. In the event that the Employee does not provide the required notice period, Pacific National reserves the right to withhold from the Employees final payment the shortfall for failing to serve out the required notice period.

48. Abandonment of Employment

- 48.1 If an Employee is absent from duty without authorisation or without giving proper notice for a continuous period of more than five (5) rostered days, they may be regarded as having abandoned their employment with Pacific National.

49. Redundancy

- 49.1 Where Pacific National decides that it no longer requires anyone to perform the Employee's role, Pacific National may declare that the Employee's role is redundant.
- 49.2 Before Pacific National terminates an Employee's employment on grounds of redundancy; it will hold discussions with the Employees affected. The discussions will take place as soon as practicable after Pacific National has made a definite decision to implement the redundancy but before the redundancy is implemented.
- 49.3 Pacific National will discuss with the Employees 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 will not be obliged to disclose confidential information, if that disclosure is contrary to Pacific National's interests.
- 49.4 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.
- 49.5 The rate of payment for severance pay is three (3) weeks per year of service, up to a maximum of 72 weeks. The amount of severance pay to which an Employee is entitled shall be the greater of the amount calculated in accordance with this clause, or any amount to which an Employee is entitled under the NES, but not both. Where this entitlement is less than what is contained within the NES, the NES will prevail. The minimum service payment shall be no less than 4 weeks.
- 49.6 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.
- 49.7 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 the Employee will not be entitled to severance payments.

- 49.8 Where an Employee's position is made redundant by reason only of the sale or transfer by Pacific National of the whole or part of Pacific National's business, Pacific National shall not be required to pay the Employee severance pay if the person acquiring the business or part being sold or transferred ("**the transmittee**"):

49.8.1 has offered the Employee employment and has agreed to treat the Employee's service with Pacific National as if it were continuous service with the transmittee; or

49.8.2 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.

50. Union Delegates

- 50.1 Pacific National will allow Union Delegates approved paid time during working hours that is considered reasonably necessary to carry out functions associated with his/her role. Provided such functions involve relevant matters pertaining to this Agreement, NES, Statutory Provisions and are about matters pertaining to the Employer, Employee relationship.
- 50.2 Union Delegates shall be entitled to reasonable paid time off to attend training relevant to the functions associated with his/her role, provided by or on behalf of the RTBU. Where such training is requested, it shall be accompanied with at least 4 week's notice.
- 50.3 In the event that an Employee of Pacific National is also elected to a position on a governance committee of the RTBU they shall be allowed reasonable unpaid time off work to attend to their duties.
- 50.4 Requests for time off as applicable to clause 50.2 and 50.3 will be approved at the sole discretion of Pacific National with consideration to operational and customer requirements and the amount of leave previously provided under this clause however Pacific National will not unreasonably deny such requests.

51 Workplace Improvement Forum

- 51.1 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.
- 51.2 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.
- 51.3 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.
- 51.4 Elected WIF members will be provided training and support tools.
- 51.5 WIF related matters include but are not limited to the following:
- (a) Rostering, e.g. equity, patterns, overtime allocation, camp jobs, Annual Leave allocation;
 - (b) Vehicles;
 - (c) Barracks and supplied accommodation issues e.g. minimum standards for accommodation;
 - (d) Depot issues;
 - (e) Enterprise Agreement interpretation;
 - (f) Content expert participation;
 - (g) Open and honest communication with crews. e.g. minutes and agendas, and action logs; and
 - (h) Develop Local Operating Procedures.

DECLARATION AND SIGNATORIES

This Enterprise Agreement has been developed through extensive consultation.

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

This Agreement was made at _____ on this the 2 day of October 2018

Signed for and on behalf of

PACIFIC NATIONAL (QLD) PTY LTD

In the presence of

HERDI BECK

(name)

Chief People officer

(title)

15 Blue Street, North Sydney
NSW 2060

(address)

[Signature]

(signature)

KIRSTY CHAN

(name)

Executive Assistant

(title)

15 Blue Street, North Sydney, NSW 2060

(address)

[Signature]

(signature)

Being an authorised signatory for Pacific National (QLD) Pty Ltd

Signed for and on behalf of the

AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION (QUEENSLAND BRANCH)

In the presence of

OWEN DOOLAN

(name)

QLD BRANCH SECRETARY

(title)

457 UPPER EDWARD ST
SPRING HILL 4000

(address)

[Signature]

(signature)

Peter ALLEN

(name)

Principal Industrial Officer

(title)

457 UPPER EDWARD ST
SPRING HILL 4000

(address)

[Signature]

(signature)

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

Signed for and on behalf of the

AUSTRALIAN FEDERATED UNION OF EMPLOYEES

MICHAEL MCKITTRICK
(name)

A. STATE SECRETARY
(title)

41 PEEL ST. SOUTH BRISBANE
(address)

[Signature]
(signature)

In the presence of

GREG SMITH
(name)

Project Officer
(title)

41 PEEL ST SOUTH BRISBANE
(address)

[Signature]
(signature)

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

SCHEDULE 1 – BASE WAGES

Base Wages

Classification	First full pay period to commence on or after 1 July 2018 (2% increase)	First full pay period to commence on or after 1 July 2019 (2% increase)	First full pay period to commence on or after 1 July 2020 (2% increase)
Locomotive Driver Class 1	\$101,653.46	\$103,686.52	\$105,760.25
Locomotive Driver Class 2	\$92,299.37	\$94,145.36	\$96,028.27
Locomotive Driver Class 3	\$85,677.59	\$87,391.14	\$89,138.96
Locomotive Trainee Driver	\$60,967.58	\$62,186.93	\$63,430.67

Classification Descriptions:

Locomotive Driver Class 1

A locomotive driver trained and qualified in locomotive operations to DOO mainline standard and who leads a team and is responsible for standards and the discipline of team members. This role will also be required to undertake locomotive driving operations. This classification is also applicable to locomotive drivers who fulfil the roll of Depot Supervisor or Depot Manager in an acting capacity.

Locomotive Driver Class 2

A locomotive driver trained and qualified in DOO mainline locomotive operations and who undertakes this work.

Locomotive Driver Class 3

A locomotive driver trained and qualified in two person locomotive operations and DOO shunt and who undertakes this work.

Locomotive Trainee Driver

A Locomotive Trainee Driver is an Employee completing the initial training necessary to become qualified at either Locomotive Driver Class 3 or Class 2 level.

SCHEDULE 2 - ROSTER CODE

1. PREAMBLE

- 1.1 Pacific National's business is conducted on a 24-hour a day and seven-day a week basis and operates in a competitive transport environment which requires continuous improvement and cost effectiveness to respond to:
 - The service level requirements of customers;
 - The requirements of the industries that Pacific National supports; and
 - Other issues which affect the day-to-day operations of the business such as emergencies, weather conditions and the needs of fellow Employees.
- 1.2 People who work for Pacific National are required to understand and respond to the demands that this operational environment may place on them.
- 1.3 On the other hand Pacific National acknowledge that people required to work in this operational environment also have personal obligations and needs that must be accommodated within a Roster system that is:
 - Safe
 - Fair and equitable; and
 - Cognisant of the Employee's social/domestic needs and responsibilities
- 1.4 With these understandings the under mentioned Roster Principles shall be applied

2. Key Principles for Rostering

- 2.1 The two main determinants of the structure of any roster will be the distribution of work overtime and the placement of days off duty.
- 2.2 Management will determine the allocation of work in a particular roster. This includes overtime which will be allocated in a fair and equitable manner to ensure equalization. Management and employees will work together to implement an overtime allocation system that ensures all employees are treated equally.
- 2.3 The shift and roster design will be in accordance with the relevant conditions of employment and will be evaluated using fatigue management principles set out in PN's Safety, Health and Environment System.
- 2.4 Prior to implementation of any roster it is to be approved by the relevant manager, after consultation with the Employees, ensuring that the roster satisfies operational and commercial needs, relevant conditions of employment, duty of care obligations and optimal staff productivity and provides fair and equitable working for the Employees.
- 2.5 The roster will normally provide confirmation of an Employee's next turn of duty and actual sign-on time. Should this need to change; such advice may be provided upon signing-off duty. The Driver is to check the working roster at the completion of their shift at their home depot.
- 2.6 Where no advice is provided when signing off duty, including approved leave, then the Employee shall make contact by the AM advice period i.e. between 0930 and 1100 the day prior to recommencing duty. Rosters will provide indicative attendance times only. Start times may be varied in accordance with lift up/lay back provisions detailed below. Shift lengths will vary according to operational needs. Employees will provide details of hours worked which shall be credited against the ordinary hours of work. Train crew will be notified of barracks working at least 12 hours in advance.
- 2.7 Train crew may be rostered as driver only, driver with qualified assistant, two driver crew configurations, as determined by (SELL) Safe, Efficient, Logical and Legal principles

ROSTER GUIDELINES

3. Rosters

- 3.1 Pacific National shall develop and modify rosters consistent with operational requirements.
- 3.2 The master roster shall be exhibited primarily for the purpose of indicating duty free days and indicative times of attendance for the complete roster cycle. In this context the complete cycle means the number of lines in the roster.
- 3.3 From this a working roster shall be posted at least 10 days in advance providing a weeks work with details of attendance requirements where practicable.
- 3.4 Where changes to the working rosters impact on the Drivers Rostered Day Off, e.g. working into the rostered day off, this impact will be advised at the posting of the Working Roster. The Parties may, by agreement, provide a lesser period of notice in order to meet operational or contractual obligations.
- 3.5 Minor changes (e.g. covering a shift/s due to someone being sick or on leave) will be notified in 24 hours. Such absences may require part-time, temporary or casual Employees to cover the required shift/s to satisfy contractual requirements.

4. Next turn of duty

- 4.1 The commencement time of a shift of ordinary hours and an indicative shift length will be as per the posted working roster. In the absence of any advice to the contrary, this will be regarded as the next turn of duty.
 - 4.1.1 Change to rostered working
 - 4.1.1.1 Where a change to rostered working is required and no advice was received during or at the end of their last shift work, operators required to sign on after midnight and prior to 0600 hours the following day will be advised in the AM advice period.
 - 4.1.1.2 Operators required to sign on after 0600 on the following day will be advised in the PM advice period.

AM period - between the hours of 0930 and 1100

PM period – between the hours of 1600 and 1730

4.1.2 Cancel rostered shift

4.1.2.1 Where it is necessary to cancel a previously rostered shift – a minimum of 3 hours' notice from the rostered time will be given.

4.1.3 Mutual exchange of shifts

4.1.3.1 The relevant manager will approve mutual exchange of shifts provided they do not breach any clause of this agreement and are cost neutral to Pacific National.

4.1.4 Rostered Off Duty

4.1.4.1 All single Rostered Off Duty days shall be either a minimum of 35 hours on duration from sign off of one shift to sign on of the next, or a minimum of 30 hours in duration from midnight on one day to 0600 on the next. Additional days are then in multiples of twenty-four hour periods. Rostered days off are not to be infringed by either lift up or lay back unless the above duration commitments have been provided. The minimum 35 hour duration single Rostered Off Duty day will only be used where the sign off is before 0900.

5. Periods of time between shifts

5.1 Where periods of time between shifts occur and they cannot comply with the definition of Rostered days off or there are periods of time in excess of the minimum requirements for Rostered days off then this period of time will be termed a Blank Period.

5.2 Blank Periods may be utilised in the following ways:

5.2.1 To assist in the changing of one shift pattern to another

5.2.2 To provide for work that needs to be undertaken extra to that already predicted in the Master and Working Roster

5.2.3 To assist in the recovery of Sick Leave taken

5.3 Employees required to work during blank periods will be provided with notice in accordance with the NEXT Turn of Duty Clause

6. Mandatory Rest days

6.1 Mandatory Rest days will be provided at intervals no greater than twelve days apart to avoid the working of more than eleven consecutive days. Mandatory rest days shall confirm to the same conditions as single rostered days off as per clause 4.

7. Lift Up and Lay Back

- 7.1 Operators can be expected to lift up a maximum of 3 hours and lay back a maximum of 4 hours for rostered shifts. Operators must be contactable within this time range, including their nominated advice period. There will be no more than two (2) alterations to their confirmed sign-on time for their next turn of duty.

8. Maximum Rostered Hours On Duty, Length Of Breaks

- 8.1 The maximum rostered shift length shall be 12 hours. The minimum shift shall be 4 hours, and this will be the minimum hours paid for attendance.
- 8.2 For train crew, shifts will be rostered on a corridor or point- to-point basis rather than a time basis, subject to the Crew Arrangements table below, unless otherwise provided for in agreed special circumstances.

CREW ARRANGEMENTS	MAXIMUM ROSTERED HOURS
Driver Only	9 hours (sign on to sign off)
Driver and qualified assistant Qualified Assistant: A rail operator engaged and qualified in the relevant safe working requirements, accredited to operate the locomotive in the case of emergency to bring it to a stand and secure the train from unintended movement and inducted into the policies and procedures of Pacific National.	10 hours (sign on to sign off)
2 Drivers (route qualified for both Drivers)	12 hours (sign on to sign off)
Travelling, Home Passenger after Duty	14 hours DOO with no Self Drive

- 8.3 In cases where travelling home pass for DOO is beyond 14 hours then Local Depot arrangements can be agreed.
- 8.4 In cases of emergency, Operators who exceed their rostered hours because of an emergency must be relieved from duty after a maximum of 16 hours. All Driving responsibilities in an emergency situation are referenced to the maximum rostered hours table.

- 8.5 Employees who are unable to complete their rostered shift because of such an emergency or major equipment failure must be relieved from duty and signed off after a maximum period of 16 hours. In these circumstances, emergency means a major equipment failure or operational emergency or other emergency due to fire, flood, storm, earthquake, explosion, accident, derailment epidemic or warlike action or similar. The working of extended hours in these circumstances is subject to the crew's indications of their fitness to continue.
- 8.6 In cases of "out of course working" due to network delays a second Driver maybe provided to assist in completing the journey. This driver may not be conversant with the route and will ensure the vigilance of the Driver by working as a second operator.
- 8.7 The Driver that is affected by out of course working will conduct an appropriate risk assessment and will use their own discretion in conjunction with notifying the IPS to determine their fitness to continue with the second Driver
- 8.8 Train crew will be rostered for a minimum of 12 hours off between shifts at their home depot and 8 hours at away from home depot workings. Where business and train crew arrangements cannot comply the Workplace Improvement Forum Committee will review such working prior to implementation on the Master Roster taking into consideration the risk to operations, fatigue, the availability of crew and the impacts on Drivers in the depot. Where agreed to local arrangements will then prevail over the conditions set out in this Roster code PM-03.
- 8.9 Where practicable, total rostered time away from home depot should not exceed 36 hours.

9. Extreme Working Conditions

- 9.1 Where Drivers are placed in situations, e.g. stranded due to flood, cyclones, total obstruction of the network, where they are unable to be provided the normal protection of their Collective Agreement or Roster Code the Regional Operations Superintendents are to provide all available support to the Driver until such times that the Employee can return to their normal working. This may include support for extra meals, clothing, assistance at the home residence, accommodation.

10. Operational Issues

- 10.1 Train crew will generally be rostered in driver only mode.
- 10.2 Train crew will be required to work to "away from home" locations, rest and return to home depot.
- 10.3 A key objective for Pacific National is to reduce to the minimum time practicable the length of time crews are required to be away from the home depot for work.
- 10.4 Where practicable, total rostered time away from home should not exceed 36 hours.
- 10.5 The aggregate salary includes consideration for time spent away from home depot in accommodation provided by Pacific National.

11. Meal Breaks

- 11.1 Meal Break - Trains will not be specifically delayed to enable the partaking of a meal break. Meal breaks will be of 20 minutes duration and may be taken during train crossing or passing movements, during breaks in loading/unloading operations, or at times when the scheduled running of the train will not be compromised.
- 11.2 To ensure no train delays occur, train crew may elect to partake of a meal break at a suitable location identified in consultation between the train crew and the train controller. As far as practicable train controllers will provide adequate notice of planned crossings, anticipated waiting time or other delays to enable train crew to make appropriate meal preparation.
- 11.3 Where no capacity for a meal break can be provided by the Train Controller then the Driver may partake in a meal break at the end of their shift after advising the IPS. Meal breaks at the end of the shift cannot interfere with the sign on time for the return leg of the Drivers journey.
- 11.4 As a guide meal breaks will generally be taken between the third hour and fifth hour on duty.
- 11.5 Where two drivers are rostered on train's meals will be partaken during the train running.

12. Personal Needs Break

- 12.1 Train crew may partake of a short personal needs break (e.g. toilet) when it is necessary and convenient.

13. Time off duty at home depot

- 13.1 The period of time between signing off and signing on of train crews at their home depot will not be less than 12 hours.

14. Commencing and returning from Leave

14.1 Commencing Annual Leave

- 14.1.1 No work is to be rostered for sign on or likely sign off on the calendar day on which Annual Leave is to commence. Where this adversely affects the operation of the business, modified arrangements may be put in place though consultation and agreement with the affected Employee.
- 14.1.2 No work is to be rostered for sign-on on the calendar day on which Annual Leave is to conclude. Lift up provisions shall not infringe the final day of Annual Leave.
- 14.1.3 Train crew Employees will commence work at the time specified in the roster (which shall not be prior to 0600 on the first day back from leave, except by agreement with the Driver concerned).
- 14.1.4 Where no agreement can be reached which affects the Employee's commencement or finishing of Annual Leave then the Employee will be allocated to an annual relief line of work prior or post the Annual Leave
- 14.1.5 If the Employee has not received advice of their next turn of duty following their Annual Leave the Employee shall make contact with their Operations Supervisor by 1100 hours the day prior to returning to ascertain the next turn of duty.

15. Time off Duty at Foreign Depots

- 15.1 The minimum lay off periods at foreign depots will be determined on a corridor-by-corridor basis through consultation. Consideration will be given to:
- a. The length of crew shift rostered
 - b. The time of day of the rest period
 - c. Crew configurations, i.e. DOO, Two drivers etc.
 - d. Business needs of the traffic task
 - e. Fatigue management issues
 - f. Availability of rostered returns
- 15.2 However in no case shall the minimum rest and recover time off in a foreign depot be less than 8 hours.

16. Standards of Accommodation

- 16.1 Accommodation for rest at away from home locations will require an investigation into the standard of room available to ensure best endeavours are met in providing Train Crew with an appropriate location for rest.
- 16.2 A LCC will establish that the following issues are considered prior to accepting an away from home rest location with a view to having a minimum 3 ½ star standard.

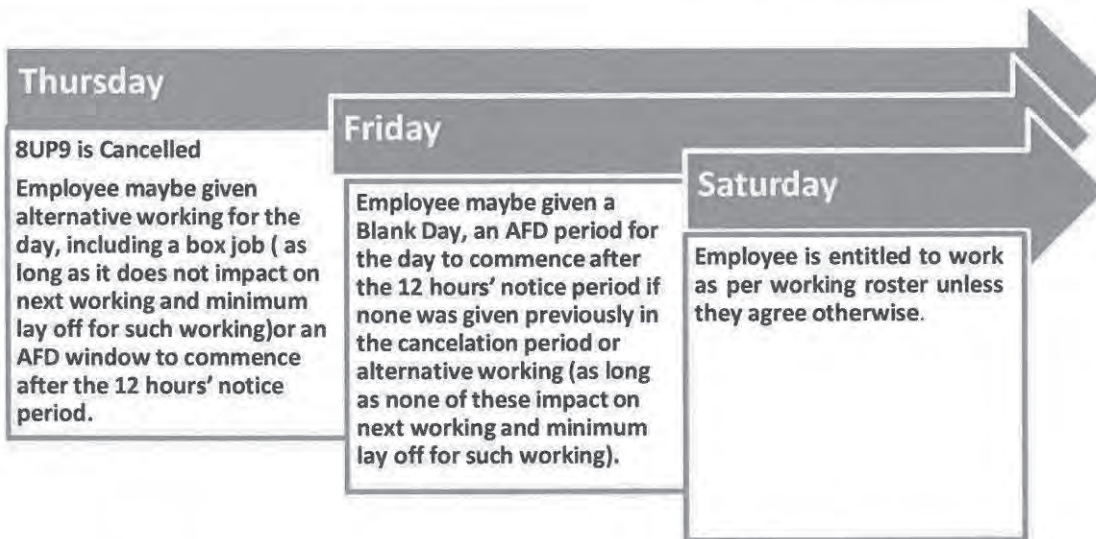
Minimum King Single	Tea, coffee making facilities
Microwave, toaster cooking facilities	Quiet location (as far as practicable)
Air-conditioning (quiet)	Day curtains for daytime sleep
24 hour access to room	TV/radio
Chair and table	Drinking water
Access to kitchen facilities	Shower (minimum)

SCHEDULE 3

17. Cancellation of Rostered Workings Process

Example

Thursday	Friday	Saturday
8UP9 11.15	87P0 0700	0800 Local



- 12 hours' notice to be given for the commencement of AFD period
- AFD period (For sign on for duty) will not exceed a period of 10 hours if the AFD period commences between the hours of 0600 and 1800 unless otherwise agreed
- AFD period will not exceed 8 hours if the AFD period commences between the hours of 1800 and 0600 unless otherwise agreed
- Lift Up and Layback provisions cannot be applied to AFD periods
- Minimum 12 hours off between the expiration of the AFD period and the next rostered turn of duty

27 March 2019

Fair Work Commission
Level 14, Central Plaza Two,
66 Eagle Street,
Brisbane, Qld, 4000

Dear Deputy President Colman

AG2018/5776 – Application for approval of the Pacific National (Qld) Intermodal Traincrew Enterprise Agreement 2018

Written undertaking under section 190 of the *Fair Work Act 2009* (Cth)

Pacific National (QLD) Pty Ltd provides the following undertaking in relation to the *Pacific National (Qld) Intermodal Traincrew Enterprise Agreement 2018*:

1. Pacific National (QLD) Pty Ltd undertakes that the definition of 'Shiftworker' in clause 5 "Definitions" of the *Pacific National (Qld) Intermodal Traincrew Enterprise Agreement 2018* will read:

Shiftworker For the purpose of the *National Employment Standards* and this Agreement, an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, or an employee who performs regular night shift work.

Signed for and on behalf of Pacific National (QLD) Pty Ltd.


Brendon Gibson
Acting - President Freight

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

-
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).