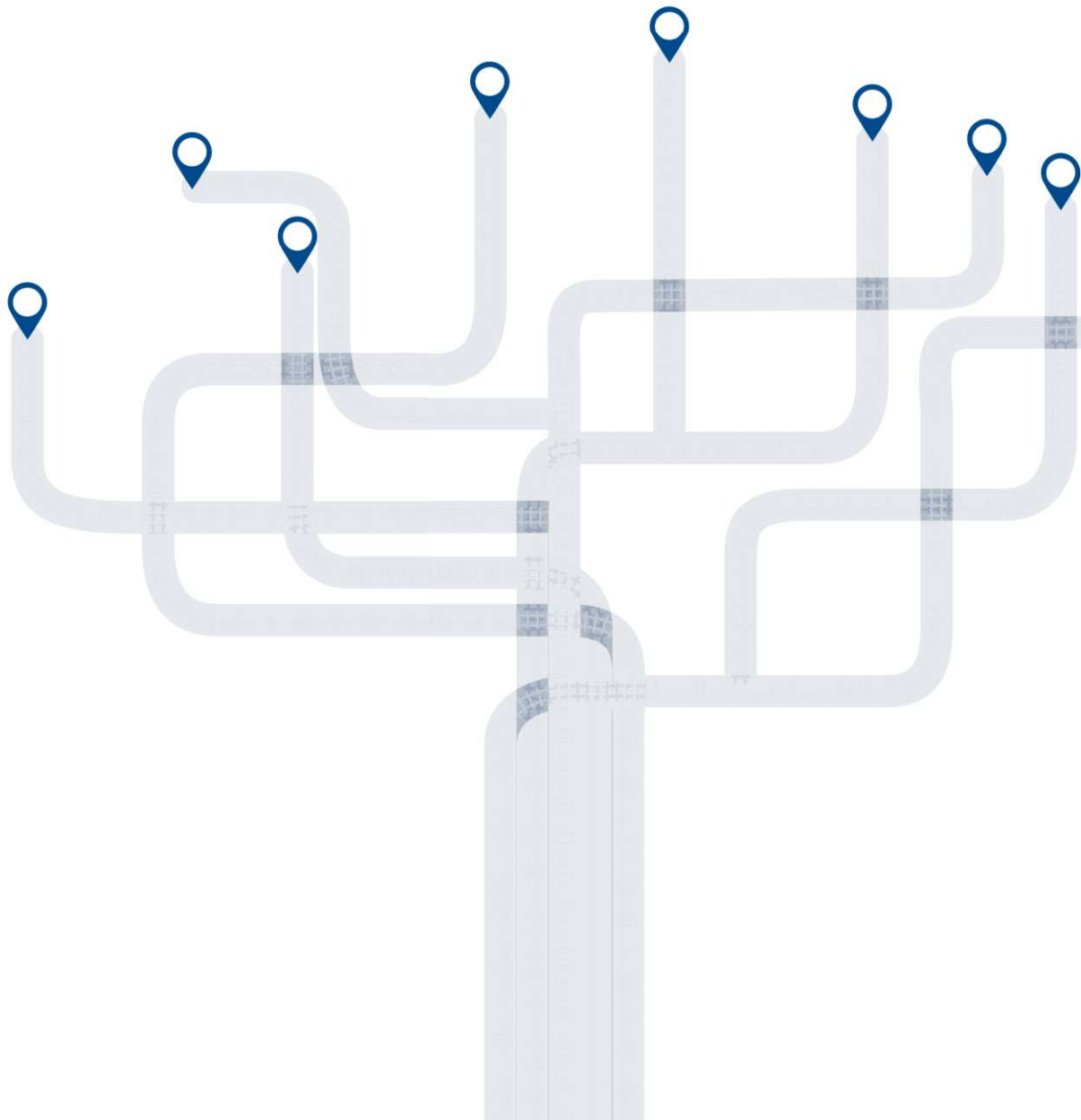


Pacific National Intermodal Terminals (QLD) Enterprise Agreement 2024



CONTENTS

PART ONE – APPLICATION AND OPERATION	3
1. Title.....	3
2. Parties	3
3. Scope	3
4. Term of this Agreement.....	3
5. Policies and Interaction of Agreement with the NES	3
6. Guiding Principles	3
PART TWO – EMPLOYMENT CATEGORIES	5
8. Contract of Employment.....	5
9. Probationary period	5
10. Full time employment	6
11. Part time employment	6
12. Casual employment	6
13. Maximum term employment.....	7
14. Job Share	7
PART THREE – HOURS OF WORK AND BREAKS	7
15. Hours of Work	7
16. Overtime.....	8
17. Flexible Work Arrangements.....	8
18. Meal Breaks	9
PART FOUR – WAGE RELATED MATTERS AND ALLOWANCES	9
19. Payment of Remuneration	9
20. Remuneration.....	9
21. Meal Allowance	10
22. First Aid Allowance.....	10
23. Rescue of Services Allowance.....	10
24. Mentor Allowance.....	10
25. Superannuation.....	10
26. Voluntary Superannuation contributions	11
PART FIVE – LEAVE AND PUBLIC HOLIDAYS	11
27. Annual Leave	11
28. Direction to take Annual Leave	12
29. Annual Leave cash out.....	12
30. Personal / Carer’s Leave.....	12
31. Unpaid Carers Leave	13
32. Compassionate Leave	13
33. Parental Leave	13
34. Long Service Leave	13
35. Direction to take Long Service Leave	14
36. Domestic and Family Violence Leave.....	14
37. Public Holidays.....	14

38.	Jury Service.....	15
39.	Defence Force Reserve Leave	15
40.	SES, Coast Guard, Rural Fire Brigade	15
41.	Trauma Leave	15
42.	Stand Down.....	15
	PART SIX– HEALTH AND SAFETY MATTERS	16
43.	Health and Safety.....	16
44.	SHE Committee.....	16
45.	Medical / Health checks	16
46.	Pathology Blood Testing	17
	PART SEVEN – TERMINATION OF EMPLOYMENT	17
47.	Termination of Employment	17
48.	Abandonment of Employment.....	18
49.	Redundancy	18
50.	Transmission of business.....	18
	PART EIGHT – CONSULTATION, DISPUTE RESOLUTION & FLEXIBILITY ARRANGEMENTS	19
51.	Consultation	19
52.	Resolution of Disputes	20
53.	Individual Flexibility Agreements.....	21
	PART NINE– OTHER EMPLOYMENT MATTERS	21
54.	Employee Representatives	21
55.	Temporary Transfer	22
56.	Negotiation of new Enterprise Agreement	23
57.	Declaration and signatories.....	24
	SCHEDULE 1 – RATES.....	26
	SCHEDULE 2 - CLASSIFICATION DESCRIPTIONS	28
	SCHEDULE 3 – SHIFT ARRANGEMENTS.....	31

PART ONE – APPLICATION AND OPERATION

1. Title

- 1.1 The title of this Agreement is the Pacific National Intermodal Terminals (QLD) Enterprise Agreement 2024.

2. Parties

- 2.1 The parties to this agreement are:
- a) Pacific National (QLD) Pty Ltd (referred to in this Agreement as 'Pacific National' or 'PN'); and
 - b) Pacific National's employees working in the State of Queensland for whom a rate of pay and a classification exists in Schedule 1 of this Agreement and who are primarily engaged in terminal operations in Queensland at Defined Sites of Operations.
- 2.2 Pacific National acknowledges the involvement of the Australian Rail Tram and Bus Industry Union Queensland Branch (RTBU) and the Australian Federated Union of Locomotive Employees (AFULE) (collectively referred to as the 'union') who may seek to be covered by the Agreement.

3. Scope

- 3.1 This Agreement covers and applies to all employees described in 2.1 (b) above.
- 3.2 This Agreement does not cover or apply to managerial, supervisory, or administrative employees or employees under other forms of employment agreements.

4. Term of this Agreement

- 4.1 This Agreement will commence seven (7) days after the date it is approved by the Fair Work Commission (**Commencement Date**) and shall have a nominal expiry date of 30 June 2027.
- 4.2 Unless expressly stated otherwise, this Agreement shall replace, subject to the provisions of the Act, any other workplace agreement which has effect in relation to the employees.
- 4.3 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.
- 4.4 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.

5. Policies and Interaction of Agreement with the NES

- 5.1 Pacific National or its related entities 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 to its employees. Employees must comply with such policies as they may be varied from time to time.
- 5.2 This Agreement shall be read in conjunction with the National Employment Standards (**NES**), and nothing in this Agreement operates to provide an entitlement less than the NES.

6. Guiding Principles

- 6.1 Terms and Conditions of employment will be expressed in a clear and understandable format.
- 6.2 The introduction of new technology, systems and/or processes which improve business efficiency and effectiveness will be supported by all stakeholders.
- 6.3 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.
- 6.4 The ongoing development of career paths for employees.

7. Glossary of Terms

AFULE	Australian Federated Union of Locomotive Employees
Agreement	The Pacific National Intermodal Terminals (QLD) Enterprise Agreement 2024
Base Hourly Rate	Means the Employee's Base Remuneration divided by 1976
Base Remuneration	Means an Employee's annual base pay rate as outlined in <u>Schedule 1</u> of this Agreement
Day Worker	An Employee whose ordinary hours of work are worked between 0600 and 1800 Monday to Friday
Defined Sites	Cairns, Gladstone, Mackay, Moolabin (Tennyson), Rockhampton, Townsville. New defined sites may be introduced, subject to consultation as required by <u>Clause 51</u>
FWC	Fair Work Commission
Household member	Any personal who lives with the employee
Immediate Family	Means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, sibling or child, parent, grandparent, grandchild, or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner). This definition includes step relations as well as adoptive relations
Lift up / Lay Back	Mean the time employees may be called in early (lifted up) to an earlier sign-on time or have their shift commencement delayed (laid back) to a later time than shown on the posted Working Roster. Where an employee is lifted up or laid back into a Rostered Day Off (RDO) they will receive payments at overtime rates for hours worked on an RDO
Master Roster	A roster permanently displayed for the purposes of indicating rostered days off (RDO) and any known / unknown tasks or work
NES	National Employment Standards
Not Required	When Pacific National advises employees that they are Not Required to work a rostered shift due to a business decision, employees affected will be paid as per their normal roster, with the exclusion of public holiday penalty rates
Remote Sign on Location	A sign on location other than the employees defined site of operation
RTBU	Australian Rail Tram and Bus Industry Union Queensland Branch
Shift Length	The shift length as defined by the rostered working
Shift Worker	Any employee whose master roster shows rostered shifts outside the hours of 0600 to 1800 Monday to Friday is a shift worker for the purposes of the NES in the Act
The Act	<i>Fair Work Act 2009</i> (Cth)
Termination	The ending of the employment relationship by resignation, dismissal, (with or without notice), abandonment, retrenchment, retirement or invalidity (including death)
Total Remuneration	Total remuneration is made up of the Base Hourly Rate plus allowances and Aggregate Penalty Multiplier (APM) (where applicable)

Union	Where applicable Union is defined as the Australian Rail, Tram and Bus Industry Union and the Australian Federated Union of Locomotive Employees or another union who is eligible to represent the industrial interests
Working Roster	A roster developed from the Master Roster that allocates individual employees to shifts. It contains adjustments to accommodate variations in work that are known at the time of the posting of the Working Roster

PART TWO – EMPLOYMENT CATEGORIES

8. Contract of Employment

- 8.1 Pacific National will use full time, part time, maximum term and casual employment in order to meet its business needs.
- 8.2 The Parties agree that employment on a full-time basis will be the preferred form of employment.
- 8.3 All new employees will be provided with a Letter of Offer (**LOO**) outlining the terms and conditions of their employment.
- 8.4 When engaged, all employees shall:
 - a) Use safe work practices and properly use all appropriate protective clothing and equipment provided by Pacific National;
 - b) Participate in work health, safety and environment programs;
 - c) 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;
 - d) 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;
 - e) Implement and use new technology, systems and/or processes which will improve business efficiency and effectiveness;
 - f) Participate in developing and implementing work methods that are designed to improve the performance of Pacific National; and
 - g) Participate in training, learning and developmental programs and attend team briefings, during working time, to enhance productivity.

9. Probationary period

- 9.1 At the commencement of their employment with Pacific National, all new employees (other than casual employees) employed under this Agreement will be subject to 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.
- 9.2 An employee will not be subject to a probation period where that employee is offered permanent employment with Pacific National having been engaged by Pacific National through an external labour hire agency on a regular and systematic basis for a period of no less than six (6) months prior to the commencement of their employment.
- 9.3 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.
- 9.4 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.

10. Full time employment

- 10.1 Full time employees are those who are engaged to work the standard ordinary hours of one thousand, nine hundred and seventy-six (1976) hours per annum, inclusive of annual leave and paid leave hours. This is the equivalent of fifty-two (52) weeks paid at an average of thirty-eight (38) ordinary hours per week.

11. Part time employment

- 11.1 Part time employees are those who work on a regular basis but less than the standard ordinary hours of work for an equivalent full time employee. A part time employee can perform duties as a day worker or a shift worker under this Agreement.
- 11.2 Part time employees shall be engaged for a minimum of four (4) hours per shift and sixteen (16) hours per week unless mutually agreed otherwise.
- 11.3 Part time employees' minimum number of hours per annum and, wherever possible, the scheduling of those hours will be agreed in writing at the commencement of employment.
- 11.4 Part time employees' minimum number of hours may only be varied by written agreement between the employee and Pacific National.
- 11.5 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 for the actual hours worked in a cycle.
- 11.6 A part time employee may be required to work additional hours beyond their agreed number of hours. Where this is required, the payment for the additional hours will be at the ordinary hourly rate of pay, up to the number of ordinary hours for an equivalent permanent full time employee.
- 11.7 Additional hours in excess of the normal ordinary hours for an equivalent permanent full time employee will be paid at the overtime rates provided for in clause 16 of this Agreement.

12. Casual employment

- 12.1 Casual employees are engaged by Pacific National under this clause and paid on an hourly basis.
- 12.2 The minimum shift engagement for a casual employee will be three (3) hours and each shift stands alone.
- 12.3 A casual employee will receive the ordinary base hourly rate applicable to the equivalent full time classification plus a twenty five percent (25%) loading on this ordinary base hourly rate.
- 12.4 The 25% loading compensate casual employees for benefits provided to full time and part time employees which casual employees do not receive, including but not limited to; annual leave, paid personal / carers leave, jury service, paid compassionate leave, notice of termination and redundancy pay.
- 12.5 Casual employees will not be entitled to:
- a) Overtime except for hours worked in excess of the ordinary hours for the equivalent full time employee for a day;
 - b) Redundancy Notice of Termination, Personal / Carers leave, Annual leave and Annual leave loading;
 - c) Payment for public holidays not worked; and
 - d) Unless otherwise prescribed, any other entitlement as provided for in this Agreement.
- 12.6 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 the corresponding full time classification.

- 12.7 Where a casual employee has worked the equivalent ordinary hours of a full time employee for a continuous period of twelve (12) months, the employee may request to convert to permanent employment. Any application for conversion to permanent employment will be considered by Pacific National in accordance with the Act and will take into account the Company's operational labour requirements.
- 12.8 Should Pacific National decide to offer permanent employment to a casual employee, the employee will not be subject to a probationary period there was engagement for a period of no less than six (6) months prior to the commencement of their employment.

13. Maximum term employment

- 13.1 Maximum term employees are engaged by Pacific National for a specified period of project and shall not generally be engaged for periods greater than twelve (12) months.
- 13.2 Maximum term employees may be engaged on either a full time or part time basis consistent with the terms of this Agreement and will be afforded the same terms and conditions of a permanent employee.
- 13.3 Employees engaged on a maximum term basis will be entitled to all pro rata terms and conditions applicable to a permanent employee in the same classification except for termination, redundancy, and long service leave entitlements.
- 13.4 Any remaining annual leave entitlements will be paid upon completion of the engagement.
- 13.5 Other than in cases of serious misconduct, Pacific National may terminate a maximum term employee by providing two (2) weeks' notice of termination or payment in lieu of notice or such notice that may be required by the Act.
- 13.6 Where the appropriate notice has not been provided to the employee, Pacific National will make payment in lieu of notice. Pacific National may require all or part of the period of notice to be worked out.

14. Job Share

- 14.1 Pacific National will consider proposals provided by employees for job share arrangements and will be considered on a case-by case basis. Prior to approving or declining any job share arrangement, Pacific National will consider:
 - a) Operational requirements;
 - b) the impacts and efficiency of the proposed arrangements;
 - c) work / life balance issues; and
 - d) transition to retirement.

PART THREE – HOURS OF WORK AND BREAKS

15. Hours of Work

- 15.1 The ordinary hours of work for a full time employee is one thousand nine hundred and seventy-six (1976) hours per annum. This is equivalent of fifty-two (52) weeks at thirty-eight (38) ordinary hours per week.
- 15.2 Pacific National will develop specific work cycles in accordance with Schedule 3 which allocate hours of work in accordance with business needs provided that the work cycle does not exceed thirteen (13) weeks. Pacific National may develop work cycles that average more than thirty-eight (38) hours per week across the work cycle.
- 15.3 The number of hours to be worked in each work cycle will be pro-rated against the total annual hours. 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 anymore than an average of thirty-eight (38) ordinary hours per week

on an annual basis. Hours in excess of an average of thirty-eight (38) hours across the work cycle will be paid at overtime rates in accordance with clause 16.

- 15.4 Work cycles will contain ordinary hours of work on public holidays and employees are requested to and rostered to work on public holidays as rostered subject to the provisions of the Act and clause 37 of this Agreement.
- 15.5 Pacific National may vary an employee's Master Roster in accordance with Schedule 3. The change in Master Roster will only take effect after fourteen (14) days written notice by posting the roster for the employee to review and consultation with the employee.
- 15.6 Where an employee agrees to work on an RDO, the working hours will be paid in the next available pay period at the applicable overtime in accordance with clause 16.

16. Overtime

- 16.1 The parties agree that reasonable additional hours worked will result in overtime in order to meet the operational needs of the business.
- 16.2 Pacific National will advise employees of circumstances that arise to work overtime. Pacific National will determine the allocation of overtime and will be consistent with fairness and equitability offered.
- 16.3 Overtime is defined as any hours worked on an RDO, or any hours worked in excess of the average thirty-eight (38) ordinary hours per week across the work cycle.
- 16.4 Where an employee is called out after the completion of a rostered shift, this will be overtime and there will be payment of a minimum of four (4) hours. All hours actually worked will be paid at overtime rates.
- 16.5 Overtime worked from Monday to Saturday, will be paid a penalty of 50% of the base hourly rate for the first three hours and 100% of the base hourly rate thereafter.
- 16.6 Overtime worked on a Sunday will be paid a penalty of 100% of the base hourly rate for hours worked.
- 16.7 Where an employee works additional hours on a public holiday, this will be paid in accordance with clause 37.
- 16.8 An employee may decline to work overtime in circumstances where the working of such overtime having regard to:
 - a) Any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
 - b) The employee's personal circumstances (including any family responsibilities);
 - c) The operational requirement of Pacific National in relation to which the employee is required or requested to work the additional hours;
 - d) Any notice given by Pacific National of the requirement or request that the employee work the overtime;
 - e) Any notice given by the employee of their intention to work the overtime;
 - f) Whether any additional hours are on a public holiday;
 - g) The employee's hour of work over the four weeks ending immediately before the employee is required or requested to work the additional hours;
 - h) The nature of the employee's role and level of responsibility; and
 - i) Any other relevant matter.
- 16.9 APM as defined in clause 20 is not applicable to overtime payments.
- 16.10 Pacific National acknowledges the previous agreement with individual employees that there is an allotment of Guaranteed Overtime hours. These Guaranteed Overtime hours are set out in the Letter of Offer that has been provided to each employee.

17. Flexible Work Arrangements

- 17.1 Pacific National will provide Flexible Work Arrangements (**FWA**) in accordance with the Act.

- 17.2 Employees may request a FWA in writing and in accordance with Pacific National' Flexible Work Arrangements Policy as varied from time to time. Pacific National will consider and respond in writing within twenty-one (21) days of receipt of the application.

18. Meal Breaks

- 18.1 An employee who works day shifts starting from 0600 to 1759 on the working roster may be rostered for an unpaid meal break of not less than thirty (30) minutes during any shift in excess of five (5) hours in length.
- 18.2 Where an employee starts work at 1800 and up to and including 0559, a paid thirty (30) minute meal break will be provided. For the avoidance of doubt, this paid meal break applies for shifts of ordinary hours.
- 18.3 A paid twenty (20) minute meal break will be provided to an employee where there is a requirement to work overtime of two (2) hours or more in a standalone overtime shift on the working roster.
- 18.4 Where meal breaks are not rostered, they shall be taken at a time that does not interfere with operations.

PART FOUR – WAGE RELATED MATTERS AND ALLOWANCES

19. Payment of Remuneration

- 19.1 Remuneration will be paid on a fortnightly basis by electronic funds transfer to the employee's nominated bank account in arrears.
- 19.2 Payment will be made on the same day each fortnight as nominated by Pacific National. Pacific National may alter the payment day when payment is normally made provided employees are given thirty (30) days' notice in advance of this change.
- 19.3 Hours of work may be calculated from times logged via manual clock cards, electronic clocking system, swipe cards, time sheets, other auditable means or new technology in the future.
- 19.4 Where an Employee is terminated for any reason, final payment will be made in the next fortnightly pay cycle.

20. Remuneration

- 20.1 The rates of pay outlined in Schedule 1 of the Agreement apply to the rates of pay for each classification covered by this Agreement. Base remuneration for each classification is contained in Schedule 1.
- 20.2 Total remuneration is made up of Base Remuneration plus the Aggregate Penalty Multiplier (**APM**) and allowances (where applicable). The APM is calculated for a whole forecast Master Roster and does not change as employees move through the work cycle.
- 20.3 The APM is calculated on the planned shifts shown on the forecast roster and recalculated each time the forecast roster is changed. The APM factor is applied to the Employee's base remuneration resulting in an annual quantum of APM which is divided and paid in equal instalments each pay period. APM does not apply to overtime hours.
- 20.4 The APM is calculated using the formula below:
- Part A
- Step 1 Take the total in Column A away from the total in Column B.
- Step 2 Divide the number calculated in Step 1 by the total in Column A.
- Step 3 Multiply the number calculated in Step 2 by 0.9.
- Part B
- Step 4 For annual leave loading, add 0.019 for a shift worker or 0.013 for a day worker.

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	Insert No. of Hours	1.00	Multiply No. of Hours by Shift Multiplier
Afternoon/Night Shift Hours 1801 - 0559	Insert No. of Hours	1.18	Multiply No. of Hours by Shift Multiplier
Saturday Shift Hours	Insert No. of Hours	1.50	Multiply No. of Hours by Shift Multiplier
Sunday Shift Hours	Insert No. of Hours	2.00	Multiply No. of Hours by Shift Multiplier
Sub Totals			

21. Meal Allowance

- 21.1 An employee who is required to work more than two (2) hours overtime in one shift will be paid a meal allowance set out in Schedule 1.

22. First Aid Allowance

- 22.1 An Employee who has been trained to render first aid and nominated as the first aid representative for the site and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body will be paid a weekly First Aid allowance set out in Schedule 1.

23. Rescue of Services Allowance

- 23.1 Where an employee is required by the Company to undertake Rescue of Services in accordance with Schedule 3, clause 8, the employee will receive a gross allowance, as specified in Schedule 1 for the shift. For the avoidance of doubt, the allowance is payable only once per shift, regardless of the number of times the employee is required to undertake Rescue of Services during the shift.

24. Mentor Allowance

- 24.1 Pacific National may require a qualified Employee to act in the capacity of a Mentor to deliver specific training for new and existing Employees. Where Pacific National nominates and requires an employee to perform the duties of a Mentor for the duration of a shift (including, but not limited to completing Assessments, Verification of Competencies or delivering specific training), they will receive a gross allowance per shift as set out in Schedule 1.

25. Superannuation

- 25.1 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).
- 25.2 In accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) or any replacement act, employees may choose their own compliant superannuation fund. Should Employees not wish to elect a superannuation fund contribution shall be made to the Company's default superannuation, as disclosed on the superannuation choice form.
- 25.3 Where Pacific National has agreed to contribute an amount greater than the rate prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth) (Agreed Rate), Pacific National will maintain these contributions whilst employed under this Agreement. The parties agree that any increases in the rate prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth) will be absorbed in the Agreed Rate until such tie the prescribed rate is equal to or greater than the Agreed Rate.

26. Voluntary Superannuation contributions

- 26.1 In accordance with applicable legislation, an employee may elect in writing to enter into salary sacrifice arrangements providing for a component of their wages payable pursuant to this Agreement to instead be paid as an additional superannuation contribution into a complying superannuation fund.

PART FIVE – LEAVE AND PUBLIC HOLIDAYS

27. Annual Leave

- 27.1 Employees, other than Casual employees are entitled to paid annual leave in accordance with the NES.
- 27.2 An employee's entitlement to annual leave accrues progressively according to the employee's ordinary hours of work and accumulates from year to year.
- 27.3 Annual leave will be paid at the applicable base hourly rate plus the applicable APM for the period of annual leave.
- 27.4 There is no entitlement to annual leave loading under this Agreement as this is factored in the APM loading.
- 27.5 A full time day worker will accrue four (4) weeks of annual leave (being the equivalent to 152 hours) for every twelve (12) month period of continuous service. Part time employees will be entitled to a pro rata entitlement according to the ordinary hours of work.
- 27.6 A full time shift worker will accrue five (5) weeks (being the equivalent to 190 hours) of annual leave for every twelve (12) month period of continuous service.
- 27.7 When an employee wishes to take annual leave, the period of leave must be mutually agreed with their manager.
- 27.8 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.
- 27.9 Annual leave will be rostered in blocks of four (4) weeks or five (5) weeks, whichever is appropriate. There may be an alteration to these rostered annual leave arrangements with the approval of the Employee manager and is subject to operational requirements.
- 27.10 Employees may request to take annual leave of a shorter duration than as defined in clause 27.9 and this request will not be unreasonably refused.
- 27.11 A period of annual leave will be taken as either a Complete Week or a Part Week as follows:
- a) An employee takes a Complete Week of annual leave when the employee is absent from work for all rostered shifts in any given seven (7) day period.
 - b) An employee takes a Part Week of annual leave where:
 - a. the employee is absent for one or more shifts, but the period of absence is less than a Complete Week; or
 - b. where the employee is absent for all rostered shifts in a seven (7) day period but the employee's rostered hours total fewer than thirty (38) in the period.
- 27.12 Subject to clause 27.15 below, annual leave will be deducted from an employee's annual leave accrual as follows:
- a) A Complete Week of annual leave will be deducted at thirty eight (38) hours from the employee's annual leave accrual, which is equivalent to one fifth (1/5) of the annual accrual for shift workers or one quarter (1/4) of the annual accrual for day workers.
 - b) A Part Week of annual leave will be deducted at the rate of 7.6 hours from the employee's annual leave accrual for each rostered shift not worked by the employee during the Part Week of annual leave and the employee will be entitled to be absent from only their rostered shifts in that week where annual leave has been taken or on Rostered Days Off.

- 27.13 Where an employee takes a Part Week of annual leave and the relevant week involves days other than Rostered Days Off and annual leave days, the employee may be required to present for work (if requested and in accordance with Schedule 3 – Shift Arrangements) on the relevant other days of the week unless the employee has also applied for 7.6 hours of annual leave for that day (e.g. unknown day or relief line day).

28. Direction to take Annual Leave

- 28.1 Pacific National may direct an employee to take a period of leave where an Employee has accrued over eight (8) weeks and pro rata for Part time employees. Employees may be required to reduce their leave balance by four (4) weeks subject to operational requirements.
- 28.2 Pacific National will work with Employees who have excessive leave balances to seek resolution to reduce balances. Where genuine agreement cannot be reached between Pacific National and Employee, the Company may exercise the right to provide reasonable direction of leave with fourteen (14) days' notice.

29. Annual Leave cash out

- 29.1 If an Employee has in excess of four (4) weeks of annual leave, an employee may request to cash out a proportion of the annual leave entitlement.
- 29.2 Paid annual leave cannot be cashed out if the cash out would result in the employee's remaining accrued entitlement to annual leave being less than four (4) weeks remaining.
- 29.3 An agreement to cash out annual leave must be in writing between Pacific National and the Employee.
- 29.4 Annual leave will be cashed out at the employee's applicable base hourly rate plus APM, where applicable (but the employee will be paid no less than if they had taken the leave they have forgone).

30. Personal / Carer's Leave

- 30.1 Personal / Carer's leave is when an Employee is absent from work due to:
- a) not fit for work because of personal illness or personal injury;
 - b) providing care or support to a member of immediate family, or a member of their household, who requires care or support because of personal illness or personal injury; or
 - c) handling an unexpected emergency affecting a member of the immediate family or household.
- 30.2 In accordance with the NES, a full time employee is entitled to ten (10) days (which is the equivalent of 76 hours based on a 7.6 hour day) of personal / carers leave for each twelve (12) month period of continuous service.
- 30.3 An employee's entitlement to personal / carer's leave accrues progressively during a year of service and accumulates from year to year.
- 30.4 Pacific National at its sole discretion may, in the case of serious illness or injury, approve additional paid personal / carer's Leave above the accrued entitlements.
- 30.5 Where required by Pacific National, employees must provide a medical certificate or other documentary evidence to support their absence. Medical certificates must be signed by a state registered health practitioner and include the date of examination, the dates covered by the certificate and expected duration of absence.
- 30.6 If an Employee is required to provide a statutory declaration in support of a period of personal / carers leave, that declaration must be made by the Employee.
- 30.7 Where an Employee is required to provide a medical certificate in support of carer's leave, the certificate must relate to the member of the Employee's immediate family or household.
- 30.8 A medical certificate will always be required for absence of two (2) or more rostered working shifts, absences before or after a public holiday, annual leave or RDOs, or where

an employee has had absence of four (4) or more rostered shifts during the preceding twelve (12) calendar months.

- 30.9 Payment for personal / carers leave will be calculated on the employee's base hourly rate for the shift that would have been worked.
- 30.10 Employee may be required to cover shifts where other employees rostered for these shifts are absent.

31. Unpaid Carers Leave

- 31.1 Employee are entitled to unpaid Carer's Leave in due to:
 - a) providing care or support to a member of immediate family, or a member of their household, who requires care or support because of personal illness or personal injury; or
- 31.2 Subject to satisfactory proof and notice being provided to Pacific National, an employee is entitled to take a period of up to two (2) days unpaid carer's leave on each occasion.
- 31.3 An employee is entitled to take unpaid carer's leave where other leave entitlements have been exhausted.

32. Compassionate Leave

- 32.1 Employees, other than casual employees will be entitled to two (2) days paid compassionate leave on each occasion for death or serious life-threatening illness or injury of a member of their immediate family or household.
- 32.2 An Employee may take compassionate leave for each occasion as:
 - a) A single continuous two (2) day period; or
 - b) Two (2) separate periods of one (1) day each; or
 - c) Any separate period to which Pacific National and the Employee mutually agree.
- 32.3 Employee will be required to provide evidence that would satisfy a reasonable person for the absence.
- 32.4 Payment for compassionate leave will be calculated on the Employee's total remuneration.

33. Parental Leave

- 33.1 The following parental leave entitlement is provided to employees who have at least twelve (12) months continuous service with Pacific National at the time parental leave is due to begin.
 - a) Eligible employees are entitled to fifty two (52) weeks unpaid Parental Leave in relation to the birth or adoption of a child and may (at the request of the employee and subject to agreement by Pacific National) extend for a further fifty two (52) weeks.
 - b) Eligible Primary Caregivers are entitled to twelve (12) weeks paid at base rate or alternatively this can be paid as twenty four (24) weeks Parental Leave at half the employees weekly wage at base rate of pay.
 - c) Eligible Secondary Caregivers are entitled to one (1) week paid at employee's weekly wage at base rate of pay.
- 33.2 Upon request, the Employee will be provided with a copy of the relevant Pacific National policy and procedure outlining the process for accessing parental leave.
- 33.3 Where paid forms of leave, i.e., annual leave, long service leave, are taken in conjunction with Parental Leave, the total duration of leave cannot exceed fifty-two (52) weeks (except where extended in accordance with the NES).
- 33.4 Should this clause vary to Pacific National Policy; the greater entitlement shall prevail.

34. Long Service Leave

- 34.1 Employees are entitled to long service leave in accordance with the *Industrial Relations Act 2016* (Qld).

- 34.2 An employee is entitled to 8.6667 weeks (which is the equivalent of 329.346 hours) of long service leave after the completion of ten (10) years continuous service.
- 34.3 When an employee wishes to take long service leave the period of leave must be mutually agreed with their manager. Approval will be subject to the operational requirements of Pacific National and will not be unreasonably refused.
- 34.4 An employee may apply to cash out a proportionate amount of long service leave entitlement upon the completion of ten (10) years continuous service.

35. Direction to take Long Service Leave

- 35.1 Pacific National may direct an employee to take long service leave, provided that the employee is given at least three (3) months' notice prior to the commencement of long service leave.
- 35.2 Whereby Pacific National directs an employee to take long service leave, the Employee must take at least four (4) weeks long service leave.

36. Domestic and Family Violence Leave

- 36.1 Employees will be entitled to Family or Domestic Violence Leave in accordance with the Pacific National Family or Domestic Violence Leave Policy as varied from time to time which will operate in place or, and provide at least the same entitlement or better, than the NES terms in relation to Family or Domestic Violence Leave.
- 36.2 The Pacific National Family or Domestic Violence Leave Policy is not incorporated into this Agreement.

37. Public Holidays

- 37.1 Subject to the Act, employee may be requested to and rostered to work on a public holiday.
- 37.2 Employees agree that this request is reasonable having regard to the nature of Pacific National business and understand the rates of pay in this Agreement have been negotiated having regard to this requirement.
- 37.3 Employees not required to work on a public holiday are entitled to be absent from work without loss of pay.
- 37.4 Employee that are requested to and rostered to work on a public holiday shall receive the equivalent base hourly rate for the classification plus an additional penalty of 150% for each hour work on the public holiday.
- 37.5 Public holiday rosters will be published as per agreed timeframes and roster cycles. Roster lines will be reflective of projected volumes and activity as at publication. Pacific National will review labour requirement in line with updated activity and customer obligation 72 to 96 hours prior to the public holiday.
- 37.6 In the event labour requirements are in excess of projected volumes and activity, Pacific National will consult with employees affected and mediate a mutually beneficial outcome. If the review process does not allow any variation to labour requirements, employees who have been requested, are expected to attend rostered shifts as per the original roster publication.
- 37.7 For the purposes of this clause, public holiday means the following gazetted public holidays:
 - New Year's Day
 - Australia Day
 - Good Friday
 - The day after Good Friday (Easter Saturday)
 - Easter Sunday
 - Easter Monday
 - ANZAC day
 - Queen's birthday

- Labour day
- Christmas Eve after 6 pm
- Christmas Day
- Boxing Day

- 37.8 Pacific National will observe any other day or part day public holiday in Queensland but only in respect of the hours worked by the employee on the designated public holiday.
- 37.9 Pacific National and a majority of affected employees may agree that a public holiday will be observed on a day other than the day specified the sub clause above. For the relevant employees this subclause will not apply to the public holiday but will apply to the substitute day.

38. Jury Service

- 38.1 Employees are entitled to attend jury service in accordance with the NES.
- 38.2 Payment for jury service will be made at the Total Remuneration Rate however, employees must reimburse Pacific National any jury payment provided under the Queensland legislation.
- 38.3 Employees must advise Pacific National the expected attendance requirement for jury service as soon as reasonably practicable. Pacific National will work with employees in regard to their availability to be rostered during the jury service period.

39. Defence Force Reserve Leave

- 39.1 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. Where a Pacific National policy provides an entitlement, the greater shall prevail.

40. SES, Coast Guard, Rural Fire Brigade

- 40.1 Leave is available for employees for emergency work as part of the SES, Coast Guard or Rural Fire Brigade.
- 40.2 Leave will be paid at the Total Remuneration rate and must be approved in accordance with Pacific National policy and the Act.

41. Trauma Leave

- 41.1 Where an employee is 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 within two (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.
- 41.2 For the purposes of trauma leave, critical incident means an incident involving a near miss, injury, fatality or collision that has the capacity to impair or traumatise the employee.

42. Stand Down

- 42.1 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.
- 42.2 Except in the case of industrial action within Pacific National, the employee must within two (2) 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.
- 42.3 Where possible Pacific National will implement measures to mitigate the effects of the stand down including and not limited to training and reaccreditation.
- 42.4 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 apply to take accrued annual leave or eligible long service leave entitlements.

- 42.5 Except in the case of industrial action, employees shall be paid for public holidays which fall during the stand down period.
- 42.6 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 to (excluding notice) up to the time of the resignation, without default to the employee.
- 42.7 Any employee who is stood down in accordance with this clause shall be at liberty to take other employment, and, in the event that doing 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 seven (7) days.

PART SIX– HEALTH AND SAFETY MATTERS

43. Health and Safety

- 43.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 43.2 Pacific National will monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- 43.3 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 bring to notice to their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.
- 43.4 Employees understand that there may be a requirement to participate in forums convened by Pacific National from time to time to discuss safety matters.

44. SHE Committee

- 44.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 44.2 Pacific National allows legislative consultation concerning health and safety to occur. In addition, Pacific National provides a consultation structure through site SHE committees from which information is communicated to and from the business division.
- 44.3 The aim of the SHE committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct employee/classification-based representation on the committee.

45. Medical / Health checks

- 45.1 It is a requirement that new Employees undergo a medical examination prior to commencement with Pacific National.
- 45.2 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 safely perform the inherent requirements of the role.
- 45.3 Pacific National will pay costs associated with medical checks that it requires.
- 45.4 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("**National Standard**") an employee is required to undertake a Health Assessment, Pacific National will pay cost of the medical assessment up to the "Determination", including the medical assessment itself, a stress ECG, if required, and/or other referred test(s). Post determination Pacific National will also pay for Stress ECG tests and fasting blood glucose.
- 45.5 The determination occurs when a qualified health professional, in satisfaction of the national standard has determined that the employee is either:

- a) Fit for duty;
 - b) Fit for duty subject to review;
 - c) Fit for duty subject to job modification;
 - d) Temporarily unfit for duty subject to review; or
 - e) Permanently unfit for duty.
- 45.6 If further tests are required following the determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for the referral, i.e. there is no apparent underlying condition that should have prompted the referral.
- 45.7 Where an employee disputes that they are liable to cover the costs, the Chief Medical Officer or suitably qualified nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- 45.8 Where it is determined that the referral was not justified, Pacific National will reimburse the employee for the medical costs incurred as a result of the referral including any re-credit to personal leave that was used for being unable to perform their duties due to the referral.
- 45.9 The provisions in this clause do not exclude any obligations under the applicable Worker's Compensation legislation.

46. Pathology Blood Testing

- 46.1 Where an employee is required to participate in a pathology bloody test prior to their medical assessment, this may occur during normal rostered hours or in their own time.
- 46.2 If the blood test is to take place during rostered hours, the employee shall be given sufficient notice to enable them to fast before the commencement of their shift. Following the test, the employee will be allowed a twenty (20) minute break on return to work before resuming normal employment. There will not be an entitlement to any additional payment and the hours/time taken to participate in the test shall be included within the rostered shift limit.
- 46.3 Where an employee is required to take the blood test outside of their normal rostered time, the employee shall be entitled to a \$90.00 allowance and have two (2) hours credited to their roster cycle hours.
- 46.4 Employees who are required to attend medical assessments shall be advised at least eight (8) weeks in advance of the date of their medical assessment with the exception of Independent Medical Examinations (IME). Employees shall also be advised at the time they must have their blood test done no more than four (4) weeks prior to the medical assessment. If this notice is not given, the employee shall be paid an additional allowance of \$90.00.

PART SEVEN – TERMINATION OF EMPLOYMENT

47. Termination of Employment

- 47.1 The parties agree that where a permanent employee is terminated, the termination of the employment relationship by either party shall attract the following notice period:

Period of service	Period of notice
1 year or less	1 week
1 year to 3 years	2 weeks
3 years to 5 years	3 weeks
5 years and over	4 weeks

- 47.2 Employees aged over 45 years with at least two (2) years continuous service shall receive an additional one (1) weeks' notice in the event they are terminated by the Pacific National, for reasons other than those listed below.
- 47.3 In the following cases no notice shall be provided or paid:

- a) The employee is summarily dismissed without notice for serious and/or wilful misconduct;
 - b) Where employees have been engaged on maximum term contracts and their employment finishes on the end date of the contract; and
 - c) Where Employees have been engaged as casual employees.
- 47.4 Pacific National may require that the relevant notice period be worked, or it may make an equivalent payment in lieu of notice, or a part thereof, in accordance with the Act. This decision as to whether to make a payment in lieu of notice rests solely with Pacific National.
- 47.5 Should an Employee fail to give the required period of notice they shall forfeit the shortfall in wages for failing to provide the required notice (up to a maximum of one (1) week's wages and provided this is reasonable in the circumstances).

48. Abandonment of Employment

- 48.1 If an Employee is absent from duty without giving proper notice for a continuous period of more than five (5) rostered days, without consent of the Company or without notification to their Supervisor, this may be considered Abandonment of Employment.
- 48.2 If an Employee is absent from work as described in clause 48.1, Pacific shall take reasonable steps to:
- a) contact the Employee;
 - b) provide the Employee with an opportunity to explain the absence from work; and;
 - c) give genuine consideration to any explanation provided by the Employee.
- 48.3 If the Company terminates an Employee's employment by reason of abandonment of employment, the Company undertakes to provide notice of termination, or payment in lieu of notice, in accordance with subclause 47.1 of this Agreement.

49. Redundancy

- 49.1 Where Pacific National has made a decision that it no longer requires the position of the Employee to be done by anyone and is no longer required, position will be deemed redundant.
- 49.2 Where Pacific National has made the definite decision to make roles redundant, Pacific National will ensure consultation is undertaken in accordance with clause 51.
- 49.3 Pacific National may provide re-training or outplacement support to employees where it is reasonable in the circumstances.
- 49.4 An employee given notice of termination in circumstances of redundancy will be reasonable paid time off for the purpose of seeking other employment. The employee may be required to produce proof of attendance at an interview or they will not be entitled to payment for the time absent.
- 49.5 Pacific National may approve additional paid time off for the purpose of seeking other employment, but this will be at the discretion of Pacific National.
- 49.6 Employees who have worked continuously for one (1) year or more at the time of redundancy, will be entitled to a severance payment.
- 49.7 Severance payment will be calculated at three (3) weeks of base pay for each year of continuous service or part thereof, up to a maximum of fifty-two (52) weeks' pay. A minimum of four (4) weeks for severance payment will apply for eligible employees.
- 49.8 Where this entitlement is less than what is contained within the NES, the NES will prevail.
- 49.9 Where the Employee has been made an offer of redeployment into a suitable alternative role, the employee will not be entitled to redundancy.

50. Transmission of business

- 50.1 Where a position has been made redundant by reason only by sale or transfer by Pacific National of the whole or part of Pacific National 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**"):

- a) 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; and
- b) 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.

50.2 The Parties also acknowledge that clause 50.1 of the Agreement is also contingent upon the provisions set out in relevant provisions in the Act.

PART EIGHT – CONSULTATION, DISPUTE RESOLUTION & FLEXIBILITY ARRANGEMENTS

51. Consultation

- 51.1 The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Pacific National's operations.
- 51.2 Levels of manning equipment and methods of operation may be varied from time to time by Pacific National to reflect the need for safe work practices, improved technology, and new types of machinery or systems, customer service needs or for any other reason and may not be considered a significant workplace change.
- 51.3 Where Pacific National intends to implement a significant workplace change, consultation will occur. Without limiting the generality thereof, significant workplace change includes major 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 positions.
- 51.4 Where Pacific National intends to introduce a new defined site of operation or a remote sign on location, it may do so subject to the provisions of this clause.
- 51.5 Where Pacific National has made the decision that it intends to proceed with any significant workplace change (including a change to the regular roster or ordinary hours of work of employees where consultation has not occurred in accordance with clause 1.1 of Schedule 3 of this Agreement (Roster Change) shall issue a notification, in writing, advising the affected Employees, or their representatives and their Union, of:
 - a) The nature of the change.
 - b) The reason for it.
 - c) The timing of it; and
 - d) Any other relevant information.
- 51.6 Pacific National shall allow the affected employee and their representative (which may be the Union), an opportunity to express their view or concerns. In relation to a Roster Change, this will include inviting the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) Pacific National will allow affected employees, and their representative (which may be the Union) to actively participate in the consultative process.
- 51.7 Pacific National shall genuinely consult and consider any views or advice from the affected employees and their representative (which may be the Union) in relation to the proposed change and provide written reasons addressing concerns raised by employees and or employee representatives.
- 51.8 This consultative process must be completed within a period of fourteen (14) days from the date of notification by Pacific National as set out in clause 51.4 above, subject to the provisions of 51.5 being complied with. Failure to comply with the provisions of 51.5 will delay and or extend the fourteen (14) day period accordingly.
- 51.9 Should Pacific National fail to provide the notification as required in clause 51.4 above Pacific National shall not implement any of the proposed changes until such time that the proper notification of change has been proved in accordance with the consultation process outlined in subclause 51.4.

- 51.10 Where Pacific National has failed to engage in any consultation whatsoever with affected employees, their representative (which may be the Union) may issue Pacific National within seven (7) days of the non-compliance with a notice of dispute, setting out the reasons for the dispute.
- 51.11 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 52.
- 51.12 Where a dispute has been received in relation to the consultation process, Pacific National will not implement the change or cease the change should it have been already implemented.
- 51.13 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".

52. Resolution of Disputes

- 52.1 Where a dispute related to a matter arising under this Agreement or the NES, the process of resolution of disputes must be followed.
- 52.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 52.3 In the first instance, the parties must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management. These discussions will be completed within seventy two (72) hours not including weekends and public holidays.
- 52.4 If the dispute remains unresolved it will then be referred to the next level of management for consideration (e.g., the Superintendent). The next level management will respond either verbally or in writing within seventy two (72) hours not including weekends and public holidays.
- 52.5 If the dispute remains unresolved it will then be referred to the next level of management (e.g., Regional Manager) for consideration. Disputes escalated to this level must be in writing. A response will be provided within seventy two (72) hours not including weekends or public holidays.
- 52.6 If the dispute remains unresolved it will then be referred to the next level of management (e.g., Head of Operations) for consideration. Disputes escalated to this level must be in writing. A response will be provided within seventy two (72) hours not including weekends or public holidays.
- 52.7 If the dispute remains unresolved a "cooling off period" of forty eight (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.
- 52.8 During or at the conclusion of the cooling off period, either party may refer the dispute to the FWC for conciliation of the dispute.
- 52.9 Where a dispute is escalated to the point of involvement of the FWC, the parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the FWC in an attempt to assist the parties to resolve the dispute will be treated as highly influential.
- 52.10 Where both parties agree, they may empower the mediator or a member of the FWC to resolve the matter by arbitration.
- 52.11 Any of the steps in the process may be removed where both parties agree. Likewise, the parties may agree to extend the timeframes within which each of the steps are to be completed.
- 52.12 While a dispute is being progressed, the Employee(s) to whom the dispute relates must work without interruption in accordance with his/her contract of employment and the terms

of this Agreement; and must comply with any reasonable direction given to the Employee(s) by Pacific National to perform other available work.

53. Individual Flexibility Agreements

- 53.1 Notwithstanding any of the other provisions in this Agreement, Pacific National and an individual Employee may agree to vary the application of the terms of this Agreement to meet genuine individual needs of an Employee.
- 53.2 The agreement made under this clause between Pacific National and the Employee must result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement had been agreed to.
- 53.3 The terms of the Agreement that may be varied with the individual Employee are the following matters:
- a) Hours of work and arrangements for when work is performed;
 - b) Overtime rates; and
 - c) Penalty rates.
- 53.4 Individual Flexibility Arrangements will not include a term which is unlawful or not permitted under the Act and must be in writing.
- 53.5 The Individual Flexibility Arrangement must, be in writing and contain the following matters:
- a) The commencement of the arrangement and end date (if any).
 - b) State each term of the Agreement that Pacific National and the Employee have agreed to vary.
 - c) Detail how the effect of this Agreement has been varied.
 - d) Details how the arrangement satisfies the requirement that the Employee is better off under the arrangement than they otherwise would be under the Agreement; and
 - e) Be signed by the employer and the employee.
- 53.6 Pacific National must provide the Employee with a copy of the Individual Flexibility Agreement within fourteen (14) days.
- 53.7 The Individual Flexibility Agreement must not require the approval or consent of a person other than Pacific National and the Employee.
- 53.8 Pacific National and the individual Employee must have genuinely made the agreement under clause 53.1 without coercion or duress.
- 53.9 The Individual Flexibility Agreements may be terminated by either Pacific National or the Employee by providing four weeks' notice of termination in writing. Pacific National and the Employee may mutually agree to less than four (4) weeks' notice of termination of the arrangement.
- 53.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Pacific National and an Employee contained in any other term of this Agreement.

PART NINE– OTHER EMPLOYMENT MATTERS

54. Employee Representatives

- 54.1 Pacific National recognises workplace delegates who are authorised by the Union and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement.
- 54.2 It is recognised that workplace delegates represent union members at the workplace and will be allowed reasonable time to attend to any work-related matters, without limitation, on behalf of union members but must advise their supervisor prior to attending to any such matters.
- 54.3 The number of delegates involved in the renegotiated of this Enterprise Agreement is limited to two (2) Union delegates. Delegates who participate in these negotiations will be

paid at the Base Hourly Rate up to 7.6 hours per day of negotiations. Travel expenses strictly limited to airfares will remain the responsibility of Pacific National.

- 54.4 The Union shall advise the Superintendent in writing of the appointment of an Employee as an elected delegate.
- 54.5 Pacific National will allow workplace delegates reasonable access to telephone, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace delegates will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager or designate.
- 54.6 Workplace delegates will be entitled to reasonable unpaid time off to attend union meetings and congresses, subject to operational constraints. Workplace delegates seeking such leave are required to give fourteen (14) days' notice and Pacific National will not unreasonably refuse to approve such leave.
- 54.7 Paid leave at Base Hourly Rate, will be granted to employees of Pacific National who are elected as delegates of their Union to attend workplace relations training, seminars and delegate conferences. To be eligible for paid leave, employees are required to:
- a) provide notice and apply for leave four (4) weeks in advance; and
 - b) provide evidence signed by the appropriate authorised officer of union with a statement with words to the effect, that the employee is an elected delegate and are required to attend the meeting. The duration of the meeting must be included.
- 54.8 Pacific National will provide a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by the delegates and Union official. All material posted must be authorised by the relevant Union.
- 54.9 Paid leave in this clause will be limited to an annual allotment of ten (10) days per year at 7.60 hours per day paid at the base hourly rate. Leave will not be accumulated year to year and must not interfere with operational requirements but shall not be unreasonably withheld.

55. Temporary Transfer

- 55.1 Employee may be temporarily transferred to a different home base. Pacific National will assess the reasonableness of transfer with regard to the employee's circumstances.
- 55.2 Pacific National will seek volunteers as a first step prior to temporarily transferring employees.
- 55.3 Pacific National will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised will apply.
- 55.4 Where employees wish to use their own vehicle, there must be approval from Pacific National. Reimbursement for use of personal vehicle will be in accordance with the relevant policy.
- 55.5 Employees will be paid travelling time on a standalone basis and the time will be paid at ordinary hourly base rate (no inclusion of APM) and will not count towards the standard rostered hours.
- 55.6 Where an employee has been temporarily transferred, the employee has the option of expense allowance or reimbursement of reasonable expenses associated with temporary transfer. Reimbursements or allowance claims will be in accordance with the relevant policy.
- 55.7 Employees who are temporarily transferred to a location that does not permit the employee to return home at the end of each shift shall be paid expenses at the rate of \$229.50 for each full day away from their home. The payment is made upon the production of receipts for each purchase and is made up of the following components:
- a) \$27.36 for each breakfast and each lunch;

- b) \$34.39 for each dinner;
 - c) \$140.39 for each night of accommodation.
- 55.8 Expenses shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities) for the bed component and by the Meals Out and Take Away Food component of the CPI for the meal components. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.
- 55.9 Where actual cost of any component is greater than those set out in clause 55.7 or above then Pacific National will reimburse the employee the difference between the actual cost and the expenses payment amount.
- 55.10 Pacific National may arrange and pay for accommodation and food for the employee in lieu of making the payment at clause 55.7.

56. Negotiation of new Enterprise Agreement

- 56.1 Pacific National and the employees (and Bargaining Representatives of the Employees) will commence renegotiation to replace this Agreement no less than three (3) months before the nominal expiry date of this Agreement.

57. Declaration and signatories

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 _____ day of _____ 2023.

Signed for and on behalf of
PACIFIC NATIONAL:

In the presence of:

Paul Scurrah

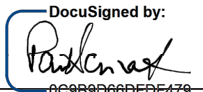
Melissa Dawes

(name)


(name)

MD & CEO

(Position/ Title)

DocuSigned by:

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(signature)

DocuSigned by:

4DF5A490024640D...

(signature)

OF Level 16, 15 Blue Street North Sydney NSW 2060

(Signatory Address)

Being an authorised signatory for Pacific National Intermodal Division

Signed for and on behalf of
AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY
UNION QUEENSLAND BRANCH:

In the presence of:

Pete Allen


McKinley Fiveash

(name)


(name)

Branch Secretary

(Position/ Title)



(signature)



(signature)

OF Level 1, 457 Upper Edward Street, Spring Hill QLD 4000

(Signatory Address)

Being a member of the Queensland Branch Executive of the Union and authorised to sign an Agreement on behalf of the Australian RTBU under the Union's registered rules.

Signed for and on behalf of
AUSTRALIAN FEDERATED UNION OF LOCOMOTIVE
EMPLOYEES:

In the presence of:

A. A. KITCHICK
(name)

T. O'ROURKE
(name)

STATE SECRETARY
(Position/ Title)

[Signature]
(signature)

T. O'Rourke
(signature)

OF 41 PEEL ST. SOUTH BRISBANE QLD 4101
(Signatory Address)

Authorised to sign an Agreement on behalf of the Australian Federated Union of Locomotive Employees under the Union registered rules.

SCHEDULE 1 – RATES**1. Remuneration Increases**

1.1 The base remuneration outlined in the table in Schedule 1, Clause 2 will be increased in the following manner:

Operative Date	Percentage Increase
From the beginning of the first full payment cycle after the commencement date of the Agreement	3.5%
From the beginning of the first full payment cycle on or after 1 July 2024	3.5%
From the beginning of the first full payment cycle on or after 1 July 2025	3%
From the beginning of the first full payment cycle on or after 1 July 2026	3%

1.2 Employees who are employed as at the commencement date of the Agreement will receive back payment of wages to the first full pay period on or after 1 July 2023.

2. Annual Base Rates of Pay

Classification title	Base prior to the application of increases	FFPC on or after Commencement	FFPC on or after 1 July 2024	FFPC on or after 1 July 2025	FFPC on or after 1 July 2026
Terminal Operator 1	\$66,506.64	\$68,834.37	\$71,243.58	\$73,380.88	\$75,582.31
Terminal Operator 2	\$71,884.76	\$74,400.73	\$77,004.75	\$79,314.89	\$81,694.34
Terminal Operator 3	\$76,907.96	\$79,599.74	\$82,385.73	\$84,857.30	\$87,403.02
Terminal Operator 4	\$81,674.35	\$84,532.95	\$87,491.61	\$90,116.35	\$92,819.84
Terminal Operator 5	\$87,371.70	\$90,429.71	\$93,594.75	\$96,402.59	\$99,294.67

(FFPC = First full payment cycle)

3. Hourly Base Rates of Pay

Classification title	Base prior to the application of increases	FFPC on or after Commencement	FFPC on or after 1 July 2024	FFPC on or after 1 July 2025	FFPC on or after 1 July 2026
Terminal Operator 1	\$33.66	\$34.84	\$36.05	\$37.14	\$38.25
Terminal Operator 2	\$36.38	\$37.65	\$38.97	\$40.14	\$41.34
Terminal Operator 3	\$38.92	\$40.28	\$41.69	\$42.94	\$44.23
Terminal Operator 4	\$41.33	\$42.78	\$44.28	\$45.61	\$46.97
Terminal Operator 5	\$44.22	\$45.76	\$47.37	\$48.79	\$50.25

4. Allowances

- 4.1 Allowances are payable in accordance with the applicable clause as stipulated below.
- 4.2 The first aid allowance, meal allowance and rescue of services allowance will be increased annually, in accordance with the increases specified in Schedule 1, clause 1.1.

Allowance	Base prior to the application of increases	FFPC on or after commencement	FFPC on or after 1 July 2024	FFPC on or after 1 July 2025	FFPC on or after 1 July 2026
First Aid (cl 21)	\$27.15	\$28.10	\$29.08	\$29.96	\$30.85
Meal Allowance (cl 22)	\$16.89	\$17.48	\$18.09	\$18.64	\$19.19
Rescue of Services (cl 23)	\$50.00	\$51.75	\$53.56	\$55.17	\$56.82
Mentor Allowance (cl 24)	\$20.00	\$ 25.00	\$25.00	\$25.00	\$25.00

(FFPC = First full payment cycle)

SCHEDULE 2 - CLASSIFICATION DESCRIPTIONS

Employees at each level are required to maintain the competencies for their appointed/classified level. When required, employees at each level will undertake higher level duties as well as performing tasks incidental to work at their level that they have been deemed competent and trained in.

Classification Title	Description	Classification Pay Level
Terminal Operator 1	Terminal operators at this level are accountable for and undertake activities that are directed at a single (1) job role.	1
Terminal Operator 2	Terminal operators at this level are accountable for and undertake activities that are directed at two (2) job roles.	2
Terminal Operator 3	Terminal operators at this level are accountable for and undertake activities that are directed at three (3) job roles.	3
Terminal Operator 4	Terminal operators at this level are accountable for and undertake activities that are directed at four (4) job roles.	4
Terminal Operator 5	Terminal operators at this level are accountable for and undertake activities that are directed at five (5) job roles.	5

The following table describes the job roles classified by this Agreement. Pacific National may identify additional job roles, subject to developments in business or operational requirements:

Shunt and Marshall Rolling Stock	<p>This job role requires employees to undertake all activities associated with both marshalling and shunting rolling stock, including locomotives and wagons. These activities can take place within terminals, yards and/or on the mainline.</p> <p>Marshalling involves using appropriate skills and knowledge required to:</p> <ul style="list-style-type: none"> - Determine wagon and locomotive placements within a consist in order to comply with any safe working or regulatory requirements and to comply with Pacific National workplace procedures. - Requires an employee to plan and organise the efficient movement and positioning of rollingstock required to make up a train, break up a train or to load or unload a train. <p>Shunting involves using the appropriate skills and knowledge required to:</p> <ul style="list-style-type: none"> - Safely move, or shunt, rollingstock in accordance with regulatory requirements and Pacific National workplace procedures. - Controlling and directing the physical movement of rollingstock and operating relevant equipment and the requirement to carry out a developed marshalling or shunting plan. - The movement of vehicles in fixed signal areas in accordance with relevant safe working rules and procedures.
Conduct Full Train Examination	<p>This job role requires the employee to undertake and complete a full and comprehensive train examination. It also includes the completion of basic maintenance associated with any defects or irregularities detected as part of the train examination. Train examining involves the use of skills and knowledge required to:</p>

	<ul style="list-style-type: none"> - Conduct a full train examination in accordance with Pacific National workplace procedures and the requirements of the relevant safe working regulations and codes of practice. - Making preparations for the examination to take place, preparing the train for examination, examining the locomotive and rollingstock, examining the loads, using hand tools for repairs, documenting results, inputting data into company computer systems (TMS etc.) and actioning/taking appropriate corrective actions where defects and/or irregularities are detected. <p>Full train examinations in this context may be undertaken in terminals or yards or may be undertaken at remote or isolated locations.</p>
<p>Load lifting Forklift and Reach stacker Equipment</p>	<p>This job role requires the employee to undertake the correct and safe use of specialised load lifting equipment used to load and unload trains or wagons. The employees may be required to use a range of specific equipment in use at a location.</p> <p>Loading lifting involves the use of skills and knowledge required to:</p> <ul style="list-style-type: none"> - Operate specialised load shifting equipment in accordance with Pacific National workplace requirements and with relevant regulatory requirements. - Planning work to be undertaken within the working environment; correctly using the controls and equipment operating systems to manage the movement of both the equipment and the load. - Locate the correct load and, identifying load characteristics in making any movements, move loads; securing equipment after use and completing any required reports and returns, including maintenance reports.
<p>Load lifting Gantry/Straddle Equipment</p>	<p>This job role requires the employee to undertake the correct and safe use of specialised load lifting equipment used to load and unload trains or wagons. The employees may be required to use a range of specific equipment in use at a location.</p> <p>Loading lifting involves the use of skills and knowledge required to:</p> <ul style="list-style-type: none"> - Operate specialised load shifting equipment in accordance with Pacific National workplace requirements and with relevant regulatory requirements. - Planning work to be undertaken within the working environment; correctly using the controls and equipment operating systems to manage the movement of both the equipment and the load. - Locate correct loads and, identifying load characteristics in making any movements, move loads; securing equipment after use and completing any required reports and returns, including maintenance reports.
<p>Conduct Terminal Locomotive Operations</p>	<p>This job role requires skilled employees to undertake and control terminal locomotive operations in accordance with terminal workplace procedures and the requirements of relevant safe working regulations and codes of practice. Prerequisite job roles for this position include shunting/marshalling and conduct full train examination.</p>

	<p>A prerequisite to employees being allocated to this classification is a load lifting qualification.</p> <p>Conduct Terminal Locomotive Operations involves the use of skills and knowledge required to:</p> <ul style="list-style-type: none">- Conducting shunting operations, which may also include traditional terminal operational tasks and skills attained in providing locomotive assistance for train movements within the confines of the terminal or as otherwise specified in this Agreement. <p>Subject to operational requirements: Terminal Locomotive Operation employees in Cairns will be required to exit the Pacific National Yard and enter the Portsmouth Queensland Rail complex for the sole purpose of turning Locomotives. Terminal Locomotive Operation employees in Mackay will be required to exit the Pacific National Yard for the purposes of performing shunt operations within the shunt boundaries at Mackay station/yard.</p>
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Higher Duties

Employees that have been requested by Pacific National to perform duties at a higher classification level will be entitled to payment at the higher classification level base hourly rate for the duration of the shift in which the work was performed.

SCHEDULE 3 – SHIFT ARRANGEMENTS

1. Rosters Consultation

- 1.1 Employees may elect to form a rostering committee. Where formed, Pacific National will consult with the committee (as the employees' chosen representatives) as part of the consultative process when there is a proposed change to the Master Roster.
- 1.2 This consultative process will include providing information about the proposed change to the Master Roster and inviting affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). Pacific National will consider such views.
- 1.3 Where a rostering committee is not formed, consultation will occur in accordance with clause 51 where there are changes to the Employee's regular roster or ordinary hours of work.
- 1.4 Pacific National, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.

2. Roster Development

- 2.1 The Master Roster shall be exhibited primarily for the purpose of indicating all rostered days off (RDOs) and all known work. Additional RDOs may be inserted into the Master Roster.
- 2.2 Where a change to a Master Roster is proposed, consultation with the rostering committee (where formed) or in accordance with clause 51 will occur. This will commence at least twenty-eight (28) days prior to the intended implementation date of the new roster.
- 2.3 The final Master Roster will be posted at least fourteen (14) days in advance of its implementation, or unless otherwise agreed by both parties. At this time, employees will be notified of which line in the roster they will commence.
- 2.4 The Master Roster will include sign-on and sign-off times.
- 2.5 During the roster development process, Pacific National will have regard to the frequency of lift up and/ or lay back to each shift and review the sign on and sign off times for shifts, where appropriate.
- 2.6 Changes to a Master Roster will be made mindful of balancing the business demands and the needs of employees. The number of changes to Master Rosters, where such a change impacts on an RDO, shall not exceed six (6) per annum, unless by agreement at each affected worksite.
- 2.7 A variation to the existing rostered working or the placement of additional RDOs will not constitute a change to the Master Roster.
- 2.8 More than one (1) Master Roster may be implemented at a particular location, however only one (1) Master Roster may be associated with a discrete group of employees.

3. Shift Length

- 3.1 The maximum rostered shift length shall be twelve (12) hours.
- 3.2 The rostering and management of twelve-hour shifts is to be limited to no more than four (4) consecutive twelve (12) hour shifts in any seven (7) day period. Extra shifts (e.g. overtime/training) can occur within this seven (7) day period based on fatigue management policy/standard.
- 3.3 The management of maximum shifts and shift times will be driven by the fatigue management requirements. This will include master rosters, working rosters, overtime shifts and lift up and layback.
- 3.4 The development of the master roster must ensure that no employee will be rostered to work more than seven (7) consecutive shifts without a day off with the exception of overtime shifts where agreed by the employee.

4. Interval between Shifts

- 4.1 The minimum interval between shifts shall be eleven (11) hours off duty.
- 4.2 When transitioning from night shift to day shift there shall be a minimum twenty four (24) hours off duty. Subject to consultation and agreement with the local roster committee or affected employees this may be adjusted subject to fatigue management indicators and Statutory Regulations.
- 4.3 Shift cycles will be designed to ensure the maximum number of similar shifts, e.g. afternoon shifts, before a change to a different shift pattern, e.g. night shift

5. Working Roster Change

- 5.1 Working rosters will be posted seven (7) days in advance.
- 5.2 Where a Working Roster is adjusted such that an employee is required to change from one shift to another, a period of twenty four (24) hours' notice from the posted working shift will apply, unless an RDO is affected where seven (7) days' notice will apply, unless the employee agrees to a shorter period or it is a mutual shift exchange. The twenty-four (24) hour notice provision will only be used to cover circumstances such as, absenteeism or exceptional operational requirements.
- 5.3 Subject to relevant OH&S, fatigue management and operational issues, employees may mutually exchange shifts, with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral.

6. Maximum Hours of Duty – Emergencies, Major Equipment Failure

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

7. Lift Up and Lift Back

- 7.1 The intention of this provision is to provide flexibility where a business requirement exists for lift up and/or layback offers. The following operational characteristics would determine the needs for lift-up/ lay-back provisions:
 - a) Locations with less than twenty-four (24) hour coverage; and
 - b) Irregular or unreliable train running.
 - c) Where a Terminal Operator is required to travel on a locomotive as the second person, and then only to keep the commencement time for the shift compatible with that of the locomotive driver.
 - d) Where staff shortages may be impacting operational demands.
- 7.2 Lift up and layback will apply to all "Express" services.
- 7.3 Employees may be lifted up or laid back by up to three (3) hours from the rostered commencement time of their shift.
- 7.4 Employees may be expected to be contacted for lift up and lay back purposes. Pacific National will contact employees directly for lift up and lay back purposes.
- 7.5 Where an Employee agrees to be lifted up and lay back outside of hours outlined in Schedule 3 7.3 a 50% penalty will be paid only for the hours exceeding three (3) hours.

8. Rescue of Services

- 8.1 Where Terminal Operators have the appropriate qualifications to operate on the mainline in all locations, the Company may direct those suitably qualified employees to operate on the mainline to rescue services in accordance with IAW National Rail Safety Regulator guidelines. This will be known as 'Rescue of Services'.

- 8.2 Rescue of Services activities performed pursuant to this clause are considered to be part of Pacific National's terminal operations.
- 8.3 Where an employee is required by the Company to undertake Rescue of Services during a shift, the employee will receive an allowance in accordance with Schedule 1 for the shift. For the avoidance of doubt, the allowance is payable only once per shift, regardless of the number of times the employee is required to undertake Rescue of Services during the shift.
- 8.4 For the purpose of this clause, Terminal Locomotive Operations employees in Cairns and Mackay who are required to exit the Pacific National Yard (in accordance with Schedule 2 classification description for 'Conduct Terminal Locomotive Operations' are not engaging in Rescue of Services.

9. Roster Suspension

- 9.1 In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters affected may be suspended until normal operations can resume.
- 9.2 Roster suspension may apply up to seven (7) days beyond the event during which an interim roster will apply until normal operations resume.
- 9.3 The suspension of a roster will not impact on the placement of RDOs. Where RDOs are worked the overtime provisions for work on an RDO will apply.

10. Split Shifts

- 10.1 A split shift is a shift that is broken into two (2) parts with the employee being signed off for a period of between two (2) and four (4) hours before returning to work for the second part of the shift.
- 10.2 Pacific National may require employees who perform the shunt operations at Gladstone to work a split shift. Further, Pacific National may request, but shall not require, employees employed at Moolabin (Tennyson), Cairns, Townsville, Rockhampton and Mackay to work split shifts.
- 10.3 The use of split shifts will only be by agreement in writing with an individual employee. An employee may withdraw their consent upon provision of written notice to Pacific National of not less than twenty eight (28) days prior to the commencement of the next roster cycle.
- 10.4 Pacific National may require employees working at locations other than those specified at clauses 10.2 to work split shifts provided that the ongoing use of split shifts is subject to annual review by the rostering committee.
- 10.5 In all instances the spread of hours of the split shift will not exceed fourteen (14) hours, with each portion not exceeding six (6) hours.
- 10.6 The hours described herein may be altered by the proper application of the fatigue index, but only to decrease the spread of hours or shorten the shift portions.