



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Pacific National (Queensland Coal) Pty Ltd
(AG2022/4327)

PACIFIC NATIONAL QUEENSLAND COAL ENTERPRISE AGREEMENT 2022

Rail industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 28 OCTOBER 2022

Application for approval of the Pacific National Queensland Coal Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Pacific National Queensland Coal Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Pacific National (Queensland Coal) Pty Ltd. 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. The undertakings are taken to be a term of the Agreement.

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

[4] I note that clause 24.1(b) may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 5 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[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 want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 November 2022. The nominal expiry date of the Agreement is 27 October 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4327

Applicant: Pacific National (Queensland Coal) Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Brendan Sellens, Head of Operations-Coal have the authority given to me by Pacific National (Queensland Coal) Pty Ltd to provide the following undertaking with respect to the Pacific National Queensland Coal Enterprise Agreement 2022 ("the Agreement"):

1. For the purposes of clause 7, 'shiftworker' is defined as '*an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays*'.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Date: 26 October 2022

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

PACIFIC NATIONAL QUEENSLAND COAL ENTERPRISE AGREEMENT 2022

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PART 1 - GENERAL

1 TITLE

This Agreement shall be known as the Pacific National Queensland Coal Enterprise Agreement 2022 (the Agreement).

2 PARTIES COVERED BY THIS AGREEMENT

This Agreement covers and applies to:

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

This Agreement has been negotiated with:

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

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

3 DURATION OF THIS AGREEMENT

This Agreement shall operate from the Commencement Date for a period of three (3) years.

4 EFFECT OF AGREEMENT

This Agreement wholly replaces the *Pacific National Queensland Coal Enterprise Agreement 2018* and applies to the exclusion of any Award(s) or any Industrial Instrument(s).

5 RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

- a) This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- b) Employee entitlements under this Agreement apply unless a superior condition applies in accordance with the NES. The entitlements in this Agreement are provided in satisfaction of, and not in addition to, entitlements under the NES.

6 NO EXTRA CLAIMS

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

7 DEFINITIONS

In this Agreement:

Accommodation Allowance means an allowance payable as a reimbursement for actual accommodation costs supported by appropriate evidence to Employees who undertake a temporary transfer from their Home Base. Accommodation Allowance is contained in Schedule 2 of the Agreement and will be increased annually in line with the wage increments.

Aggregate Penalty Multiplier (APM) was a loading of 28% on the Base Salary payable under the Pacific National Queensland Coal Enterprise Agreement 2018. The APM was incorporated into the base rates of pay in the Agreement.

Agreement means this agreement, the Pacific National Queensland Coal Enterprise Agreement 2022.

Associated Entity has the same meaning as associated entity in the FW Act.

Award means any applicable Modern Award.

Base Hourly Rate means the hourly rate of pay derived from dividing the Base Salary in Schedule 1 by 1976.

Base Salary means the annual base rates of pay for Employees as outlined in Schedule 1 of the Agreement, which is inclusive of the APM of 28%.

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

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

Cycle of Hours means the period in which an Employee's ordinary hours are averaged. The Cycle of Hours from Commencement Date till 30 November 2022 will be twelve (12) months. From 1 December 2022 the Cycle of Hours will become six (6) monthly cycles operating from 1 December to 31 May and from 1 June till 30 November. The ordinary hours of a full time Employee in a six (6) monthly cycle is 988 hours.

Daily Allowance means allowance payable for meals and incidentals in Clause 11.6 (Stranded Employees), and Clause 39 (Temporary Transfers) as applicable. Daily Allowance will increase annually in line with Schedule 2 of this Agreement.

Driving includes any activity normally carried out by a person who is involved in any of the processes associated with the control or operation of a train as it relates to its movement or potential movement, including where a train happens to be stationary at any particular point in time. Control applies to direct control of equipment within the driving cab. An activity such as shunting where a driver is assisted on the ground by their co-driver performing shunting duties could be considered 2 driver operations,

provided they both had the relevant driver qualifications. If they did not, then it would be considered a 1 driver operation - with the maximum of a 9-hour shift.

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

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

Employer means Pacific National Queensland Coal.

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

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

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

FWC means the Fair Work Commission or any successor FW (Transitional) Act means the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.

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

Immediate Family means:

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

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

Lift up and lay back 'Lift up' refers to the process of changing the start time to earlier than the original rostered start time. 'Lay back' refers to the process of changing the start time to later than the original rostered start time.

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

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

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

Permanent Employee means an Employee who is a Full Time or Part Time Employee employed on an ongoing basis and does not include a Casual, Fixed Term/Task or

Maximum Term Employee.

Person includes anybody, corporation or individual.

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

Retention Bonus means an amount which is 6% of an Employee's Base Salary and is payable under Clause 19.2(d) (Remuneration).

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

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

Solo Sit / Live Stow Shift requires a fully qualified Driver Level 4 or above qualified in all relevant locomotive power for the train, to only monitor in cab equipment and keeping a live locomotive/consist safe at a location where it is not required to move. Solo Sit / Live Stow task does not involve any other train driver duties during the Solo Sit / Live Stow.

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

Work Block means the number of consecutive working days immediately before scheduled ROPs at the Employee's Home Base roster.

8 AIMS OF THIS AGREEMENT

The aims of this Agreement are:

- a) Provide the terms, conditions, and benefits of employment for Employees.
- b) Foster a preferred workplace culture and development environment.
- c) Align the interests of Employees and Pacific National Queensland Coal in achieving Pacific National Queensland Coal's business strategies and goals.
- d) An ongoing commitment by all parties to this Agreement to ensure safety, health and environmental risks are appropriately managed.
- e) The parties are committed to working flexibly and efficiently without demarcation in relation to duties.
- f) The parties recognise that continuous improvement will contribute to the commercial success of the business, which will in turn support employment

benefits.

- g) Employees will perform tasks which are safe, efficient, logical and legal (SELL) for which they have been trained and have current demonstrated competency.
- h) Pacific National Queensland Coal's right to introduce and require the use of new technology, systems and/or processes which improve business efficiency and effectiveness will be supported by all stakeholders.
- i) The parties commit to the development of a constructive and respectful working relationship between employees and Pacific National Queensland Coal which is safe, commercially and customer focused and aligned to the growth of the business.
- j) The parties commit to ongoing development of career paths and/or opportunities for Employees.

9 FATIGUE MANAGEMENT

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

PART 2 – EMPLOYMENT CONDITIONS

10 TERMS OF EMPLOYMENT

10.1 Employees may be engaged as:

- a) Full Time;
- b) Part-Time; or
- c) Casual.
- d) A Full-Time Employee, Part-Time or Job Share Employee may be engaged either as a:
 - i. Ongoing Employee; or
 - ii. Fixed Term, Fixed Task or Maximum Term Employee.

- e) All categories of employment specified in Clause 10 Terms of Employment will have their ordinary hours averaged over the Cycle of Hours.

10.2 Full-Time employment

- a) A Full-Time Employee's ordinary hours of work are an average of 38 hours each week. This is the equivalent of 1976 ordinary hours per annum inclusive of paid leave hours. The ordinary hours will be averaged over the Cycle of Hours.

10.3 Part-Time employment

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

10.4 Fixed Term or Fixed Task Employment

- a) A Full-Time or Part-Time Employee may be engaged for a specific period of time or for a specific task(s) (i.e. fixed term or fixed task).
- b) If a Fixed Term or Fixed Task Employee becomes an Ongoing Employee immediately after a period of Fixed Term or Fixed Task employment, the period worked as a Fixed Term or Fixed Task Employee forms part of that Employee's

period of continuous service for all purposes of this Agreement.

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

10.5 Maximum Term Employees

- a) Maximum Term Employees may be engaged by Pacific National Queensland Coal to a total period of up to no more than thirty-six (36) months.
- b) Maximum Term Employees accrue, on a pro rata basis, Annual Leave, Personal/Carers leave, Long Service Leave and Compassionate leave under this Agreement in the same manner as Full Time or Part Time ongoing Employees. Only accrued Annual Leave and the Excess Work Hours Bank balance is payable on the conclusion of employment. Accrued Long Service Leave will be paid out on termination of employment where this is required under the Industrial Relations Act 2016 (Qld).
- c) Other than in cases of misconduct that warrants summary dismissal, Pacific National Queensland Coal may terminate a Maximum Term Employee at any time during the term by giving two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice, or such greater period of notice or payment in lieu of notice required in accordance with NES.
- d) Maximum term Employees will not be eligible for redundancy payments set out in Clause 42 Redundancy.
- e) If a Maximum Term Employee becomes a Permanent Employee within one (1) month of the maximum term employment concluding, the period worked as a maximum term Employee forms part of that Employee's period of continuous service for all purposes of this Agreement. For avoidance of doubt, any period of non-employment between engagements will not count as service.
- f) A Maximum Term Employee who is re-engaged by Pacific National Queensland

Coal within three (3) months of ceasing their employment will be deemed not to have broken their continuous service for the purposes of Long Service Leave provided under the Industrial Relations Act 2016 (Qld) or Long Service Leave provided under the Agreement. For avoidance of doubt, the period of non-employment between engagements will not count as service for the purposes of accrual of Long Service Leave.

- g) At the end of a Maximum Term Employee's contract of employment, there is no obligation on Pacific National Queensland Coal to offer the Employee any further or additional employment.

10.6 Casual employment

- a) A Casual Employee is an Employee who is engaged on the basis that Pacific National makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.
- b) A Casual employee will work as required according to the needs of Pacific National. However, Pacific National can elect to offer work and the Employee can elect to accept or reject the work.
- c) A Casual Employee shall be engaged for a minimum of three (3) consecutive hours on a shift.
- d) A Casual Employee is paid the Base Hourly Rate appropriate to their classification for each ordinary hour they work. This will be the Employee's Base Salary for the purposes of this Agreement.
- e) A Casual Employee is paid a loading of twenty five percent (25%) on their Base Hourly Rate for each hour worked. This loading does not form part of a Casual Employee's Base Hourly Rate.
- f) Overtime rates will be calculated on the Casual Employee's Base Hourly Rate. For abundant clarity, the casual loading is not included in any calculation of overtime or penalty rates.
- g) An Employee shall be paid at their Base Hourly Rate plus Loading in the following instances:
 - i. Where a limitation of Hours Breach occurs (refer Clause 11.2) payment for actual time all hours worked in relation to that excess of the shift limitation will be made; or
 - ii. Where Barracks Flexibility encroachment (refer Clause 12.5) has been agreed, payment for the hours of layback infringement will be made.
- h) A Casual Employee's employment can be terminated on the giving of notice concluding at the end of the rostered shift or by Pacific National Queensland Coal making a payment in lieu of that notice period.
- i) Subject to Clause 10.6 (j), a Casual Employee is not entitled to any leave entitlements contained in this Agreement including Annual Leave, annual leave loading, paid Personal Leave, paid Carer's Leave, paid Parental Leave, Compassionate Leave, Community Service Leave, Long Service Leave

provided under the Agreement, Special Leave, Defence Leave, Sporting and Cultural Leave, attendance at court leave, any notice of termination (other than notice specified in 10.6 (h)) or Redundancy entitlements, or payment for any Public Holiday that are not worked.

- j) A Casual Employee may be entitled to other unpaid leave in accordance with the NES or Long Service Leave in accordance with the *Industrial Relations Act 2016* (Qld).
- k) Casual Employees are entitled to casual conversion in accordance with the provisions of the NES of the *Fair Work Act 2009* (Cth).

10.7 Job Share

- a) The parties acknowledge the benefits of Job Sharing to both the Employees and Pacific National Queensland Coal and agree to make all reasonable efforts to facilitate such arrangements requested by the Employees subject to Pacific National Queensland Coal's operational requirements.
- b) The potential for any Employee to undertake job sharing will be dependent upon there being another current Employee with comparable qualifications that will allow the pairing of individuals to share the same position.
- c) Employees seeking to undertake a Job Share arrangement will be required to seek approval from Pacific National Queensland Coal and all parties will sign a letter of agreement which confirms their work arrangements.
- d) Where two Qualified Locomotive Drivers agree to Job Share at the same depot, and they will share the equivalent of one full-time rostered position. Each driver's employment conditions will be subject to written agreement between the two parties, this agreement will outline available for duty periods, not available for duty periods, and allocated ROP periods. A Part-Time Job Share Employee cannot work on their not available for duty periods, other than in the circumstances covered in subclause 10.7 (e).
- e) Employees who have been paired for Job Sharing may agree to cover each other during periods of planned leave and/or unplanned leave. Where this occurs, the time worked will be paid at the ordinary hourly rate (other than when working on the Job Share partner's ROPs) and will not count towards their annualised hours.
- f) The rotation of any two Employees undertaking Job Sharing may take place in a manner where Employees work for a period (Work Periods), which is followed by a period of no work (Non-Work Periods). The length of Work Periods / Non-Work Periods will be agreed between Pacific National Queensland Coal and the job share employees.
- g) Where a Job Share Employee exceeds their agreed annualised hours averaged over the Cycle of Hours, they will be paid overtime in accordance with Clause 17.1 (a). For the purposes of Clause 10.7 – Job Share, annualised hours mean each individual job share Employee's pro rata Cycle of Hours of the shared Full-

Time role.

- h) Where an Employee who is already in a Job Sharing arrangement is left without a job share partner for any reason and an alternative partner cannot be found, the Employee must revert to a Full-Time role. Alternatively, a Part-Time role may be undertaken via mutual agreement between Pacific National Queensland and relevant Employee.
- i) Where Employees have secondary employment outside of their Job Sharing position with Pacific National, the Employee is required to comply with the Pacific National's Secondary Employment Policy as varied from time to time. This policy will not form part of or be incorporated into this Agreement.
- j) The start date for transition into a Job Sharing role will be in accordance with Pacific National Queensland Coal's ability to source new Employees to fill any vacancies created by the establishment of Job Sharing roles, or an alternative date agreed by the relevant manager.
- k) An employee working a Job Share role will be entitled to pro rata accruals of entitlements in accordance with Clause 10.3 – Part-Time Employment.
- l) Should an Employee that has transitioned into a Job Share role be impacted by their position being made redundant, their severance will be calculated on a pro-rata basis.
- m) A Job Share Employee's conditions must not be less beneficial than the terms of this Agreement.

10.8 Probationary employment

- a) Pacific National Queensland Coal will initially engage a Full-Time Employee or a Part-Time Employee on probation for a period up to but not exceeding six (6) months.
- b) The probation period is a period of review by which Pacific National Queensland Coal and the Employee can assess each other's performance, capacity, and willingness to continue the employment arrangements beyond this period.
- c) During the probation period Pacific National Queensland Coal will monitor the Employee's employment and, where necessary, discuss it with the Employee concerned.
- d) Any period of probation worked by an Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- e) During an Employee's period of probation, Pacific National Queensland Coal or the Employee may terminate the employment for any reason by giving one (1) weeks' written notice.
- f) Pacific National Queensland Coal may pay an Employee in lieu of all or part of the notice referred to in subclause 10.8 (e).
- g) The notice requirements set out in subclauses 10.8 (e) and 10.8 (f) do not apply in respect to an Employee whose employment is terminated for serious

misconduct.

10.9 Transition to Retirement

- a) Pacific National Queensland Coal supports Employee transitions to retirement. Transition to retirement will consist of employees having the ability to request:
 - i. Transition from full time to part time employment, maximum term/fixed term or casual employment; or
 - ii. Transition from full time into Job Sharing arrangements as detailed in Clause 10.7 of the Agreement.
- b) The above provisions only apply to full time Employees directly employed by Pacific National and who have at least five (5) years of continuous service with Pacific National, or less by agreement.
- c) Where an Employee requests transition to retirement, Pacific National Queensland Coal commits to developing an plan for transition to retirement within six (6) months. Transition to retirement will occur over a maximum thirty-six (36) month period.
- d) To be eligible for transition to retirement provisions set out in this clause the Employee must provide:
 - i. a written letter of resignation setting out the last day of employment which must be at least twelve (12) months from the date of the letter; and
 - ii. the nominated resignation date may be altered by mutual agreement. The Employee must inform Pacific National as soon as possible about any request to alter the resignation date.
- e) The transition to retirement processes described in this clause will not preclude an Employee from accessing accrued Annual Leave immediately before cessation of employment through current approval processes. Employees may also access any accrued Long Service Leave immediately before the cessation of employment by giving Pacific National Queensland Coal six (6) months' notice, subject to approval where the period of Long Service Leave does not exceed eight (8) weeks. Where the period of Long Service Leave exceeds eight (8) weeks Employee will be required to provide a notice period agreed with Pacific National Queensland Coal.
- f) Where the transition to retirement results in changing of employment status (e.g. full time to part time), entitlements and remuneration will be as per the new applicable employment category in clause 10 Terms of Employment.
- g) Employee in transition to retirement may access Pacific National's Employee Assistance Program (EAP) for additional support.

PART 3 – HOURS OF WORK, CLASSIFICATIONS AND REMUNERATION

11 ORDINARY HOURS OF WORK

- a) The ordinary hours of work, for a full-time Employee, are 1976 per annum. This is equivalent to 52 weeks at 38 ordinary hours per week. The annual ordinary hours are made up as follows:
 - i. 1976 hours, which includes the public holidays as set out within Clause 34 Public Holidays and Annual Leave as set out within Clause 23 Annual Leave for a shift worker; or
 - ii. 1976 hours which includes the public holidays as set out within Clause 34 Public Holidays and Annual Leave as set out within Clause 23 Annual Leave for a non-shift worker.
- b) All Employees ordinary hours of work will be averaged over the Cycle of Hours.
- c) While public holiday hours are included in the total hours outlined above in clause 11 (a), where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to the provisions of the FW Act.
- d) Pacific National Queensland Coal will develop specific roster patterns which allocate hours of work in accordance with business needs. Although Employees may work more ordinary hours from one week to the next in a roster pattern or from one roster pattern to another roster pattern, those Employees will not be required to work more than an average of thirty-eight (38) ordinary hours per week over the Cycle of Hours.
- e) Pacific National Queensland Coal may vary the master roster following consultation in accordance with Clause 36 of this Agreement. Following consultation, the change will take effect with fourteen (14) days written notice to the affected Employee/s unless the relevant Employees agree to a shorter period.
- f) Pacific National Queensland Coal may request or require an Employee to work reasonable additional overtime hours. However, Pacific National will only make such a request or issue such a requirement in compliance with the requirements imposed by section 62 of the FW Act. In the event that an Employee proposes to refuse such a request, Pacific National Queensland Coal requires the Employee to provide seventy-two (72) hours' notice.
- g) For Employees who have Coppabella depot as their home base: Where an Employee commences a shift at Pacific Queensland Coal's direction post 1200 on the last day of a Work Block, the hours worked on that shift will be credited to the Cycle of Hours at 1.5 times the hours worked. E.g. An Employee performs an eight (8) hour shift which at Pacific Queensland Coal's direction commences at 1230 on the last day of the Work Block. This Employee will have 12 hours credited to the Cycle of Hours rather than the usual eight (8) hours.

11.1 Cancellation of Shifts

- a) Ordinary Hours: If, due to business requirements or other events, a shift is cancelled and an Employee has been given more than four (4) hours' notice of such cancellation, two (2) hours shall be credited to the Employee's Cycle of Hours. Where four (4) hours or less notice is provided the rostered shift hours shall be credited to the Employee's Cycle of Hours.
- b) Overtime Hours: If, due to business requirements or other events, a shift is cancelled and an Employee has been given more than four (4) hours' notice of such cancellation, two (2) hours shall be credited to the Employee's Cycle of Hours. Where four (4) hours or less notice is provided, four (4) hours will be paid at the applicable Overtime rate.
- c) Where an Employee has received advice of their next shift prior to the cancellation of a shift, that advised sign-on time will remain. Where an Employee has not received advice of their next shift prior to the cancellation of a shift, the Employee shall be entitled to a minimum of 24 hours off duty from the time notified of the cancellation until their next required sign-on time. Where the last shift of a work block is cancelled no new shift can be allocated. The conditions above may be altered subject to the mutual agreement between the parties.

11.2 Limitation of Hours Breach

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

11.3 Rostered off Periods (ROPs)

- a) The minimum number of Rostered Off Periods in an annual cycle for a full time Employee will transition to 134 as per the below tables in subclause 11.3(b), ROPs over the term of this Agreement. However, the actual number of ROPs will be dependent on the actual roster pattern worked for each Employee. To better manage fatigue, total hours of work and shift lengths, rosters can be developed to distribute the total pool of accrued off duty period time to balance safety, social and commercial needs.
- b) The minimum number of ROPs, for a full time Employee, will transition to 134 ROPs as per below.

Employees whose home base is Gracemere, Sarina or Bowen:

Date	Minimum Number of ROPs (full time Employees)
Commencement Date	121
12 months from Commencement Date	134

Employees whose home base is Coppabella:

Date	Minimum Number of ROPs (full time Employees)
Commencement Date	134

For Employees whose home base is Coppabella: It is acknowledged that the Master Roster applying at the Coppabella depot as at the Commencement Date provides for 132 ROPs in the annual cycle. Therefore, in order to meet the requirement to provide the above listed minimum ROPs, Full Time Employees whose home base is Coppabella will have two (2) ROPs credited towards the Excess Work Hours Bank, from the Commencement Date and each subsequent anniversary from the Commencement Date for the term of this Agreement. These two (2) ROPs will be credited to the Excess Work Hours Bank at one times 8.55 hours for each ROP. Should post the Commencement Date a new master roster be implemented at the Coppabella depot which provides 134 ROPs or more in an annual cycle and all the ROPs are incorporated into the master roster, the practice of crediting two (2) ROPs to the Excess Work Hours Bank will cease.

- c) Pacific National Queensland Coal will ensure Employees finish their last shift before their ROP before midnight, and not start before 0600 on the first day after a ROP(s). All hours worked after midnight or before 0600 will be by mutual agreement and paid at overtime rates.
- d) The next turn of duty cannot be before the minimum Rostered Off Period from

actual sign off time.

- e) The ROP will commence at midnight (00:00) following a period of Leave (excluding Personal/Carers leave).

11.4 Meal Breaks

- a) Employees are entitled to a paid meal break of twenty (20) minutes incorporated into the working arrangements for that shift. For two (2) driver operations, where both drivers are traction and route qualified, meal breaks shall be taken at such times as will not interfere with the efficient running of the business (including the operation of the network), or when deemed safe to do so by both drivers. Meal breaks shall be taken in a non-driving seat.
- b) Where an Employee is rostered to perform DOO working, or the second person is not able to independently operate the locomotive, the Employee shall be entitled to a paid meal break of no less than twenty (20) minutes when stationary. This break applies where the shift is in excess of five (5) hours, and is to be taken between 3rd and 6th hour of the shift, when stationary and as arranged between the driver and the network controller to ensure the efficient operation of the network.

11.5 Lift Up Lay Back

- a) Lift up and Lay Back start times are based on original rostered sign on time.
 - i. The maximum period of Lift Up from the original start time is one (1) hour
 - ii. the maximum period of Lay Back from original start time is two (2) hours.Once an Employee has received their wakeup call no further alterations can be made to the shift start time, other than through the mutual agreement with the Employee.

11.6 Stranded Employees

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

12 BARRACKS WORKING

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

12.1 Barracks Detention

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

12.2 Barracks Allowance

- a) The Barracks Allowances are contained in Schedule 2 and will be paid for the following total time away from Home Base:
 - i. up to a 24-hour period.
 - ii. over 24 and up to a 40-hour period.
 - iii. Barracks working must not exceed 40 hours unless an extreme weather event occurs (floods, bushfires etc) or where roads are impassable, in which case an additional payment will be paid at 40 hours and every 8 hours thereafter.
- b) The Barracks Allowance will be increased annually in line with Schedule 2.

12.3 Barracks Cancellation

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

12.4 Barracks Locations

- a) A list of barracks locations as at the Commencement Date is appended to the Roster Code of Practice. Should any of the barracks locations need to be changed, consultation as per Clause 36 of this Agreement as well as consultation with the Health Safety Environment committee will occur. In addition, a trial will be conducted, involving the HSE committee where possible, and the updated locations appended to the Roster Code of Practice. The Roster Code of Practice will not form part of or be incorporated into this Agreement.
- b) A re-evaluation of the barracks locations will be conducted in conjunction with the renewal of the Agreement or by request from the workforce.

12.5 Barracks Flexibility

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

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

- a) Upon commencing employment, an Employee shall be allocated a sign on/sign off point at which they shall commence and finish a shift. This point shall be located within a depot, terminal or office where the Employee shall report in order to commence and complete a shift, unless otherwise mutually agreed, or provided for in this Agreement (referred to as the "Home Base").
- b) Any new or altered Home Base location can only be established through the consultation provision outlined in Clause 36 of this Agreement.
- c) For the purposes of this clause when an Employee agrees or volunteers to be seconded then the depot to which they are seconded will be their Home Base for the duration of the secondment.

- d) Home Base conditions must conform to the Queensland Work Health and Safety Regulation 2011, Division 2, Section 40 – General Work Environment.

14 SHIFT LIMITS

- a) Pacific National Queensland Coal may require two (2) driver Level 4 Employees and above to work up to a maximum of twelve (12) hours of duty from sign on to sign off.
- b) The minimum credited shift lengths shall be four (4) hours, except for shifts for meetings, training or information sessions, in which case the minimum shift length will be two (2) hours.
- c) Pacific National Queensland Coal may require a Driver Level 4 Employee or above to undertake DOO or SDO working up to a maximum of nine (9) hours of duty from sign on to sign off with the appropriate control measures to manage the risk of work-related fatigue. If any part of the shift is deemed as DOO or SDO, then it is deemed as a nine (9) hours shift, sign on to sign off.
- d) Pacific National Queensland Coal may require a Driver Level 4 Employee or above, qualified in the relevant locomotive power, to work a Solo Sit / Live Stow Shift for up to the shift length as determined by the National Rail Safety Regulator, with the appropriate control measures to manage the risk of work-related fatigue.

Solo Sit / Live Stow Shift requires a fully qualified Driver Level 4 or above qualified in all relevant locomotive power for the train, to only monitor in cab equipment and keeping a live locomotive/consist safe at a location where it is not required to move. Solo Sit / Live Stow task does not involve any other train driver duties during the Solo Sit / Live Stow.

- e) Employees will be rostered off duty for a minimum of twelve (12) hours between sign off and sign on whilst at their Home Base
- f) Employees will be rostered off duty for a minimum of eight (8) hours between sign off and sign on whilst at rest location (barracks).
- g) For any new DOO operations implemented post the Commencement Date, Employees will be rostered off duty for a minimum of ten (10) hours between sign off and sign on whilst at rest location (barracks) whilst performing a DOO barracks shift.

15 MAXIMUM HOURS ON DUTY IN EMERGENCY SITUATIONS

- a) Provided that the driver or both drivers in the case of TDO concerned indicate their fitness to work extended hours, the requirements of Clause 14 do not apply in the event of:
 - i. an accident or emergency; or
 - ii. any urgent circumstances approved by the ONRSR; or

- iii. any other unforeseeable circumstances, that make it necessary, in the absence of any reasonably practicable alternative, to contravene this Part to avoid a serious dislocation of train services.
- b) In this clause Emergency means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion, that:
- i. endangers, or may endanger, the safety of persons, or
 - ii. destroys or damages, or may destroy or damage, property.

16 TRAVEL TO COMMENCEMENT POINT

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

17 OVERTIME

17.1 Overtime is defined as:

- a) All hours worked in excess of ordinary hours (agreed ordinary hours in the case of a Job Share Employee) averaged over the Cycle of Hours.
- b) All hours worked for the shift where the actual sign on time is within the ROP period.
- c) All hours worked prior to 0600 on a first day back from a ROP (where the sign on time does not infringe upon an ROP), and all hours worked after midnight into an ROP.
- d) All hours credited where less than four (4) hours notice is provided of a cancellation in accordance with Clause 11.1(b) - Cancellation of Shifts.

- e) Payment for overtime will be made at 1.7 times the Base Hourly Rate.
- f) Where Train Crew are in excess of the ordinary hours, Pacific National Queensland Coal will provide as much notice as possible when giving multiple days off as reasonably practicable. If this advice occurs, then Pacific National Queensland Coal subsequently requests the Employee to work, it will be at the Employee's discretion.
- g) At the election of the Employee, any Overtime hours derived as above shall be credited at the rate of 1.7 times, and placed into an Excess Work Hours Bank as an alternative to receiving payment. As overtime hours are credited at 1.7 times, all excess hours will be paid at ordinary Base Hourly Rate in accordance with Schedule 1 of the Agreement.
- h) The minimum overtime shift length shall be four (4) hours, except for overtime shifts for meetings, training or information sessions, in which case the minimum shift length will be two (2) hours.

17.2 Excess Work Hours Bank:

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

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

- a) On request from the Employee, Pacific National Queensland Coal will provide the Employee with their Excess Work Hours Bank balance.
- b) Employees may request to cash out Excess Work Hours at any time via an application to payroll. The request will be processed and paid within two (2) pay periods.
- c) Employees may apply to the relevant Manager for approval to take time off using hours from the Excess Hours Work Bank.
- d) Pacific National Queensland Coal will reconcile each Employee's Excess Work Hours Bank balance on the 30th of November each year. Where an Employee has a balance of hours in their Excess Work Hours Bank at that date, one of the following will occur, at the discretion of the Employee:
 - i. The Excess Work Hours will be taken off as leave at a mutually agreed time within the next twelve (12) months. Any such hours not taken off as leave that remain in the Excess Work Hours Bank unused will be automatically cashed out within 2 pay periods of 30 November of the following year; or
 - ii. The Excess Work Hours will be paid out within 2 pay periods of 30 November.
- e) Excess Work Hours taken as time off or cashed out will be at 1 times (1x) the Base Hourly Rate.

18 CLASSIFICATION STRUCTURE

a) The Classifications are as set out below:

Level	Description	Maximum Shift Length
Level 1 Trainee Driver	Is an entry level Employee completing initial safety and induction training necessary to become further qualified in train operations.	When conducting Rail Safety Work, subject to the exceptions listed below, the maximum shift length for these levels will be in accordance with limitation of hours as deemed under Driver Only Operations (DOO) by the Rail Regulator; for hours of work for both members of the Rail Traffic Crew (RTC). When a Level 2 Trainee Driver or Level 3 Advanced Trainee Driver is working with a Level 5 Advanced Locomotive Driver the maximum shift length when conducting Rail Safety Work will be ten (10) hours for hours of work for both members of the RTC. Where the Level 3 Advanced Trainee Driver has obtained at least fifty (50) hours of logged experience driving on the mainline with a Level 5 Advanced Locomotive Driver and when working with a Level 5 Advanced Locomotive Driver, the maximum shift length when conducting Rail Safety Work will be Eleven (11) hours for both members of the RTC.
Level 2 Trainee Driver	Is an Employee working towards competence in a range of field operations, support tasks, and locomotive operation under direct supervision and instruction. Once competent the Trainee may assist a Locomotive Driver as a second person. No Locomotive driving. Where possible, on commencement at the depot the Level 2 trainee will be assigned to a Level 5 for on track training.	
Level 3 Advanced Trainee Driver	Is an Employee working towards competence in locomotive operations and who undertakes this work under the supervision of a Locomotive Driver (as a second person) or Mentor as a second person or when being trained by a Level 5.	
Level 4 Locomotive Driver	Is a qualified Employee who holds a Certificate IV in Train Driving (or equivalent) and is also trained and qualified to Pacific National Standards in locomotive operations, including Driver Only Operations (DOO) level. Provide route tuition and may choose to provide mentoring and training.	
Level 5 Advanced	Advanced Locomotive Driver (Mentor):	

<p>Locomotive Driver</p>	<p>Is a qualified Employee who holds a Certificate IV in Train Driving (or equivalent) and is trained and qualified in locomotive operations to a DOO level and provides mentoring for Trainees and Locomotive Drivers. This role will also be required to undertake locomotive driving operations. This role is appointed via an Internal Expression of Interest (EOI) process at the discretion of the Manager Operations as dictated by operational demands and may be revoked at any time at the sole discretion of the relevant Manager Operations, giving a minimum of seven (7) days' notice. Employees appointed into this role, following the Level 5 appointment process, will generally be for a set period of time. However, nothing in this clause prevents Pacific National Queensland Coal, at its discretion, engaging Mentor Drivers on an ongoing basis.</p> <p>Advanced Locomotive Driver (Mentor /Assessor):</p> <p>An Employee appointed as a Mentor/Assessor will be qualified in locomotive operations to DOO level, have held a certificate IV in train driving for a minimum of two (2) years. In order to assess to a RTO standard, Pacific National will provide the required training. The function of a Level 5 Mentor/Assessor is to support Train Crew Development Specialists (TCDS) and Supervisors in the ongoing training and development of Train Crew and is a separate and distinct role to that of a TCDS.</p> <p>Prior to being appointed as a Mentor/Assessor the Employee will be required to demonstrate competence to the standard of a Level 5 Advanced Locomotive Driver (Mentor) through a local depot assessment.</p> <p>A Mentor/Assessor Level 5 will be required to work with Supervisors, TCDSs and Training team for ongoing training and professional development.</p> <p>Responsibilities for Mentor /Assessor Level 5s, in addition to undertaking normal revenue locomotive driving operation, will include:</p> <ul style="list-style-type: none"> • Advanced organisation and communication skills • Delivering on the job training, mentoring and assessment of Trainees and Locomotive drivers under the guidance of TCDS and/or Supervisor; 	
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	<ul style="list-style-type: none"> • Contribute to the development of training plans under the guidance of TCDS and/or Supervisor; • Duties of a Mentor Driver as required; and • Conduct training and assessment in line with RTO code of practice under the guidance of TCDS and/or supervisor. 	
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b) Level 5 Advanced Locomotive Driver (Mentor /Assessor)

- i. Employees will be appointed as Mentor/Assessor Level 5 by Pacific National Queensland Coal after successfully completing an internal recruitment process or an EOI process.
- ii. A Mentor/Assessor Level 5 may be appointed on an on ongoing basis or on a temporary basis for an initial period no less than twelve (12) months of duration, which may be extended via mutual agreement with the affected employee and Pacific National Queensland Coal.
- iii. All Level 5 roles may be required to work at other depots based on operational needs. When considering secondments to other depots, Pacific National Queensland Coal will aim to avoid disruption to ongoing training and assessment of employees.

19 REMUNERATION

19.1 Base Salary Increases

- a) An Employee is entitled to the Base Salary specified in Schedule 1 as per their applicable Classification.
- b) Schedule 1 includes Base Salary increases of:
 - i. 2% from the Commencement Date (backdated to 1 August 2022);
 - ii. 2% from the first full pay period 12 months from Commencement Date; and
 - iii. 2% from the first full pay period 24 months from Commencement Date.
- c) The parties commit to commencing negotiations six (6) months prior to the nominal expiry of the Agreement.
- d) There is no automatic entitlement to back pay in arrears of this agreement coming into operation. The effective date of the agreed Base Salary increase (above the 2% as provided for in ((b) above), unless otherwise negotiated, will be the date of the replacement enterprise agreement or other appropriate industrial instrument coming into operation.
- e) The following arrangements will apply on the nominal expiry of this Agreement:
 - i. A Base Salary and all allowances increase of 2% from the first full pay period after the nominal expiry of the Agreement if the parties have not reached agreement by the date of nominal expiry.

- ii. If a replacement enterprise agreement or other appropriate industrial instrument has come into operation prior to the nominal expiry date then this payment will not be made.
- iii. If a replacement enterprise agreement or other appropriate industrial instrument has come into operation after the nominal expiry date but not after 6 months of the nominal expiry date, the 2% Base Salary increase will form part of any replacement enterprise agreement or other appropriate industrial instrument.

19.2 Base Salary Package

- a) The Base Salary Package for Employees is made up of the following components:
 - i. Base Salary;
 - ii. Retention Bonus (eligible employees only); and
 - iii. Remote Locality Allowance (eligible employees only).
- b) The Base Salary is comprehensive and unless specified elsewhere in this Agreement includes provision for the payment of any allowances or payments that may otherwise be payable or have been payable to an Employee. The Base Salary does not include overtime payments.
- c) Base Salaries for each classification are set out in Schedule 1 to this Agreement. Base Salaries will be increased on the dates set out in Schedule 1. An Employee's progression to a higher classification will in each case be subject to them satisfying appropriate performance requirements, as determined by Pacific National Queensland Coal acting reasonably and considering all relevant circumstances.
- d) Pacific National Queensland Coal is to pay Employees a Retention Bonus in recognition of an Employee retaining employment with it for the previous 12 months. It is paid in the first full pay period after each anniversary of the date of appointment as a Level 3 Advanced Trainee or above, under this Agreement. Employees who achieved eligibility for this Retention Bonus prior to the Commencement Date, will maintain their current anniversary payment date.
- e) Employees who, immediately prior to commencing employment with Pacific National Queensland Coal, were employed by a related entity will be granted continuity of service and will have all service-based entitlements recognised by Pacific National Queensland Coal.
- f) Remote Locality Allowance:
 - i. Employees who have their Home Base situated more than 100 kms from Bowen, Mackay and Rockhampton (Remote Depot), will be eligible for the Remote Locality Allowance.
 - ii. The Remote Locality Allowance is an annual allowance based on 3% of the Employee's Base Salary.

- iii. If an Employee has less than 12 months service at the Remote Depot the Remote Locality Allowance will be paid on a pro-rata basis based on their length of service at the remote depot.
- iv. The Remote Locality Allowance is payable on the same date as the annual increments to the Base Salary and allowances become effective in Schedule 1.
- v. As at Commencement Date, Pacific National Queensland Coal depot at Coppabella is the only Pacific National Queensland Coal depot which would satisfy the requirements set out in this subclause for the Remote Locality Allowance.

19.3 Superannuation

Pacific National Queensland Coal will pay the contributions into superannuation funds chosen by Employees, provided the funds are My Super compliant. Where no fund is chosen, Pacific National will pay the contributions to the Default Fund (Australian Super), provided that the Default Fund continues to offer a My Super compliant product. Where the Default Fund does not meet this criteria, Pacific National will make contributions to any other complying My Super superannuation fund, the amount specified under the applicable legislation, as amended from time to time, calculated on the Employee's Base Salary.

- a) An Employee who had existing superannuation arrangements in place prior to the Commencement Date continues to be subject to those arrangements.

20 SALARY SACRIFICE

20.1 Superannuation

- a) An Employee may elect to salary sacrifice a proportion of their Base Salary to a complying superannuation scheme of their choice, subject to compliance with any State or Commonwealth law.
- b) Base Salary for all purposes, including superannuation for Employees entering into salary sacrifice arrangement, will be determined as if a salary sacrifice arrangement did not exist.
- c) Salary sacrifice arrangements will be annual based on the Financial Year with Employees being able to renew and amend salary sacrifice arrangements up to three times per year.
- d) An Employee may withdraw at any time from a salary sacrifice arrangement by giving 14 days written notice to Pacific National Queensland Coal.

21 PAYMENT OF SALARIES

- a) Employees will be paid their remuneration, including any payment for overtime (if applicable), fortnightly no later than Pay Day based on a two (2) weeks in

arrears methodology.

- b) Payment of remuneration shall be by electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit shall be into a banking or financial institution nominated by the Employee.
- c) If an Employee's employment is terminated, any remuneration (Base Salary) and other accrued entitlements must be paid, where practicable, on Pay Day.

22 OVERPAYMENT OF SALARIES

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

PART 4 – LEAVE ENTITLEMENTS

23 ANNUAL LEAVE

23.1 Entitlement

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

23.2 Rules for Taking Annual Leave

- a) When an Employee wishes to take Annual Leave they must reach agreement with their manager about the best time to take the leave. It must be taken

subject to operational requirements and approved by their manager.

- b) When an Employee takes leave, deduction of accrued Annual Leave hours will be made on the basis of their average shift hours based on their master roster, as set out below:

Period	Average Shift Hours
Gracemere, Sarina, Bowen from Commencement Date	8.12
Coppabella from Commencement Date	8.55
All depots 12 months from Commencement Date	8.55

- c) Annual leave will generally be rostered in Work Blocks. The minimum period of leave approved will generally be one (1) Work Block or a period less than a Work Block attached to ROPs. Nothing in this clause prevents the Employee and Pacific National Queensland Coal agreeing to shorter periods of Annual Leave. Annual Leave not attached to ROPs may only be approved by the relevant Manager Operations in special circumstances. In cases of short-term leave where the leave period results in up to two days, then 7 hours 36 minutes will be deducted from the Employee's accrued leave entitlement for each day for which they are absent.
- d) Employees may be required to work up to and not past midnight on the day before Annual Leave commences and not start before 0600 on the first day after leave.
- e) The entitlement to Annual Leave accumulates from year to year, however Pacific National Queensland Coal generally encourages Employees to take Annual Leave in the year following its accrual.
- f) Annual leave taken will be paid at the Base Salary.
- g) Employees will be entitled to be paid for any accumulated but untaken Annual Leave upon termination of their employment. This will be paid at the Base Salary.

23.3 Extensive Accumulated Annual Leave

- a) Where an Employee has Annual Leave credit of at least 228 hours, Pacific National and the Employee will develop a mutually agreed plan for taking Annual Leave which will result in the Employee maintaining an Annual Leave balance of no more than 304 Annual Leave hours (Annual Leave Plan).
- b) Where an Employee has Annual Leave credit of at least 304 hours and no Annual Leave Plan (as set out in subclause 23.3 (a) is agreed upon or developed, Pacific National Queensland Coal may direct the Employee to take up to a quarter of the Employee's accrued Annual Leave entitlements.

- c) Pacific National Queensland Coal may permit the Employee to accrue Annual Leave in excess of 304 hours where there is a justified reason for the accrual of Annual Leave. In such circumstances the Employee and Pacific National Queensland Coal will agree to defer developing an Annual Leave Plan for an agreed period of time.
- d) Where an Employee has had a leave application for a block of more than one (1) week of Annual Leave rejected within the previous six (6) months, Pacific National Queensland Coal will not direct the Employee to take Annual Leave in accordance with Clause 23.3(b) within six (6) months of rejecting the Annual Leave.
- e) Where an Employee is directed in writing to take Annual Leave in accordance with this clause a minimum notice period of four (4) weeks will be provided.

23.4 Cash Out of Annual Leave

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

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

24 PERSONAL/CARER'S LEAVE

24.1 Entitlement

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

24.2 Taking Personal Leave

- a) Personal leave may be taken when an Employee is unable to attend work

because of personal illness or injury. Personal leave will be deducted from the Employee's accrued Personal / Carer's Leave entitlement at 7 hours 36 minutes for each 24-hour period from the original sign on time.

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

24.3 Notification of Absence

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

24.4 Evidence

- a) Paid Personal Leave shall be paid in the period that leave is taken. Where payment has been made and evidence of Personal Leave is required and is not provided within a reasonable timeframe, Pacific National Queensland Coal will notify the Employee of a suitable method of repayment, of any unsubstantiated leave payment which will automatically commence from the next pay cycle. Provisions of Clause 22 (b) are not applicable in this case.
- b) Where required by Pacific National Queensland Coal, Employees must provide a medical certificate or other documentary evidence (as defined in FW Act) to support their claim for paid Personal / Carer's leave.
- c) A medical certificate or other documentary evidence will generally be required for absences of two (2) or more days or where Employees have had four (4) or more instances of absences in a rolling 12-month period.
- d) Medical certificates must be signed by a registered health practitioner and include the date of the examination, the dates and times covered by the certificate and the expected duration of the absence. If it is not reasonably practicable to obtain a medical certificate or other documentary evidence, the employee must produce a statutory declaration.

24.5 Cashing Out Personal Leave

- a) An Employee can elect to be paid out their accumulated Personal / Carer's Leave entitlements in cash for any Personal / Carer's Leave not used from the previous year's entitlement (i.e. up to 91.2 hours) provided that the Employee always maintains a Personal / Carer's Leave balance of 114 hours (the equivalent of 15 7.6-hour days). The following procedures and conditions will apply to this election:
 - i. At the end of each financial year Pacific National Queensland Coal will

provide each Employee with a statement of their Personal / Carer's Leave entitlements.

- ii. The Employee must make the election request to cash out Personal / Carer's Leave in writing.
- iii. An Employee may elect in writing to take a cash payment for a portion of their Personal / Carer's Leave and accumulate the remainder in any given year.
- iv. Pay out of Personal / Carer's Leave entitlements in these circumstances will be made at the employee's Base Salary.
- v. Where an Employee elects to be paid out their Personal / Carer's Leave from any year the days will be reduced from the accumulated Personal / Carer's Leave. Where the Employee subsequently takes time off duty for Personal / Carer's Leave they will be paid from their accumulated Personal / Carer's Leave.
- vi. Personal / Carer's Leave not paid out at the end of each year will continue to accumulate.
- vii. Payments provided for in this clause will be made as soon as practicable after the completion of the financial year.

25 UNPAID CARER'S LEAVE

25.1 Entitlement

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

25.2 Notification of Absence

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

25.3 Evidence

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

had four (4) or more instances of absences in a rolling 12-month period.

26 COMPASSIONATE / BEREAVEMENT LEAVE

26.1 Entitlement

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

26.2 Notification of Absence

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

26.3 Evidence

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

27 PARENTAL LEAVE

27.1 Entitlement to Paid Parental Leave

- a) Employees meeting the Eligibility Criteria may access paid Parental Leave benefits in accordance with Pacific National's Parental Leave Policy (as varied from time to time) (Parental Leave Policy).
- b) Employees meeting the Eligibility Criteria and who are the primary caregiver will receive up to twelve (12) weeks paid leave (or up to twenty four (24) weeks on half pay) and Employees who are the secondary care giver will receive one (1) weeks paid leave. These benefits are subject to the Employee meeting the Eligibility Criteria.
- c) Paid parental leave shall be paid at the Base Salary..
- d) Eligibility Criteria means the criteria in the Parental Leave Policy as at Commencement Date. Whilst the Eligibility Criteria is incorporated into this Agreement the other parts of the Parental Leave Policy are not incorporated into this Agreement.

28 LONG SERVICE LEAVE

- a) Employees will be entitled to 456 hours (equivalent to 12 x 38-hour weeks) of paid Long Service Leave after 10 years continuous employment. Leave is to be taken with the approval of Pacific National Queensland Coal and paid at

Base Salary.

- b) For each year of additional service above 10 years, Long Service Leave will accrue at the rate of 50 hours of leave per year of service.
- c) If an Employee's employment is terminated for any reason and has at least 10 years continuous service, any accrued Long Service Leave will be paid out. This will be calculated on the employee's Base Salary divided by 1976 hours per annum multiplied by the number of hours of Long Service Leave that they have accrued but have not taken at the time of termination.
- d) When Employees take Long Service Leave it must be taken subject to operational requirements and approved by Pacific National Queensland Coal. Subject to approval by Pacific National Queensland Coal, Long Service is to be taken:
 - i. in one period; or
 - ii. in two (2) or three (3) separate periods; or
 - iii. by another agreed arrangement.

Generally, Long Service Leave will not be granted in periods of less than one Work Block.
- e) With the approval of Pacific National Queensland Coal, a period of Long Service Leave may be taken at half pay.
- f) Deduction of accrued Long Service Leave hours when Employees take leave will be made on the basis of 7 hours and 36 minutes for each day of leave.
- g) The terms of Part 3 of the Industrial Relations Act 2016 (Qld) apply to the Long Service Leave entitlements of Employees covered by this Agreement. To the extent the entitlements under the *Industrial Relations Act 2016 (QLD)* are more beneficial than the entitlements in the Agreement, the entitlements in the *Industrial Relations Act 2016 (QLD)* will prevail over the entitlements in the Agreement .
- h) An Employee may apply in writing and elect to receive a cash payment in-lieu of taking Long Service Leave upon the completion of at least 10 years' continuous service, subject to agreement by Pacific National Queensland Coal. The cashing out of Long Service Leave is subject to the Employee retaining a bank of at least one hundred and fifty-two (152) hours of Long Service Leave.

29 COMMUNITY SERVICE LEAVE

- a) An Employee is entitled to apply for Community Service Leave in accordance with the NES.
- b) Community Service Leave includes:
 - i. Paid leave for the period of their attendance for Jury Service at the Base Salary for days on which they would have been required to attend the workplace. Employees are required to reimburse Pacific National

Queensland Coal any attendance money (except meals or travel) received from the courts or other organisations where they have also received payment for Jury Service from Pacific National, and;

- ii. Unpaid leave to carry out voluntary emergency management activities. The Employer may at their discretion approve paid leave for these purposes at the Base Salary.
- c) Community service leave is non-cumulative.

30 DEFENCE LEAVE

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

31 TRAUMA LEAVE

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

32 CULTURAL LEAVE

Aboriginal and Torres Strait Islander Employees are entitled up to five (5) days unpaid cultural

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

33 SPECIAL LEAVE

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

- c) Special Leave is paid at Base Salary.

33A DOMESTIC VIOLENCE LEAVE

Employees are entitled to Family and Domestic violence leave in accordance with the NES.

Employees may also be eligible for Family and Domestic violence leave in accordance with Pacific National's Family and Domestic Violence Leave Policy. This policy will not form part of or be incorporated into this Agreement.

34 PUBLIC HOLIDAYS

34.1 Definitions

A Public Holiday means New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Eve (part day, 1800 to midnight), Christmas Day and Boxing Day; or any other day or part of a day that may be deemed by the application of Queensland law to be substituted for, or declared in addition, to be an applicable statutory holiday.

34.2 Payment for Public Holidays

- a) Subject to the FW Act, Employees may be rostered to work on a Public Holiday. An Employee who works on a Public Holiday will not be paid any loading or penalty for work on a Public Holiday. The Base Salary comprehends all payments, including any penalties and loadings, that may have been payable to the Employee for working on a Public Holiday.
- b) Where a Public Holiday occurs during leave, the NES will apply. Further the parties agree, for the life of this Agreement, if a period during which an Employee takes paid leave includes a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes, the Employee is not taken to be on paid leave on that public holiday.
- c) An Employee who works on Christmas Day or part thereof, being the 25th December, shall be entitled to 7.6 hours credited to their Annual Leave Balance.
- d) Employees who work a shift which includes Christmas eve (24th December) part day Public Holiday (currently 1800 to midnight), or part thereof, will be credited 3.8 hours to their Annual Leave balance.
- e) Employees who work a single shift across the parts of Christmas eve Public Holiday period and Christmas Day will only be credited 7.6 hours of Annual Leave.
- f) Employees who work separate shifts which includes Christmas eve Public Holiday period and Christmas Day will be credited 11.4 hours credited to their Annual Leave.

PART 5 – FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION

35 FLEXIBILITY

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

individual flexibility arrangement within fourteen (14) days after it is agreed to.

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

36 CONSULTATION

- a) This clause applies if:
- i. Pacific National Queensland Coal has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise, or a major change to a policy dealing with working conditions that has a material financial impact on Employees; and
 - ii. The change is likely to have a significant effect on Employees of the enterprise or
 - iii. Pacific National Queensland Coal proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- b) Pacific National Queensland Coal must notify the relevant Employees of the decision to introduce the major change.
- c) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- d) Pacific National Queensland Coal must recognise the representative if:
- i. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. The Employee or employees advise Pacific National Queensland Coal of the identity of the representative.
- e) As soon as practicable after making its decision, Pacific National Queensland Coal must:
- f) Notify the relevant Employees of:
- i. The introduction of the change; and
 - ii. The effect the change is likely to have on the Employees; and
 - iii. Measures Pacific National Queensland Coal is taking to avert or mitigate the adverse effect of the change on the Employees; and
- g) For the purposes of the notification, 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.
- h) Relevant Employees may request to discuss the change and any such request will not be unreasonably denied.
- i) In relation to a proposal to introduce a change to the regular roster or ordinary hours of work, Pacific National Queensland Coal will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or carer responsibilities). The company will give genuine consideration to the impacts and provide feedback.
- j) Nothing in this clause requires Pacific National Queensland Coal to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
- k) Pacific National Queensland Coal will provide no less than 14 days for employees to raise matters about the major change. Pacific National Queensland Coal) must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- l) In this clause, a major change is *likely to have a significant effect on employees* if it results in:
 - i. The termination of the employment of employees; or
 - ii. Major change to the composition, operation or size of the workforce or to the skills required of employees; or
 - iii. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. The alteration of hours of work or rosters; or
 - v. The need to retrain employees; or
 - vi. The need to relocate employees to another workplace; or
 - vii. The restructuring of jobs.
- m) In this clause, *relevant employees* mean the employees who may be affected by the major change.

37 DISPUTE RESOLUTION

- a) If a dispute relates to:
 - i. A matter arising under the agreement; or
 - ii. The National Employment Standards;This clause sets out procedures to settle the dispute.
- b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisor. Where initial discussions cannot resolve the dispute, the

parties shall refer it to the next level of management for discussion. A matter that remains unresolved after further discussions can then be referred to the Head of Operations, Coal QLD.

- d) If the forgoing discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC. FWC will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
- e) If the dispute remains unresolved following (d), the process is exhausted unless all parties agree to have the dispute arbitrated by FWC to make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

- f) A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- g) While the parties are trying to resolve the dispute using the procedures in this clause:
 - i. An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - ii. An Employee must comply with a direction given by Pacific National to perform other available work at the same workplace, or at another workplace, unless:
 - 1. The work is not safe; or
 - 2. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - 3. The work is not appropriate for the Employee to perform; or
 - 4. There are other reasonable grounds for the Employee to refuse to comply with the direction.

- h) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

38 WORKPLACE IMPROVEMENT FORUM

- a) The Workplace Improvement Forum (WIF) will provide the opportunity for employee representatives to discuss any employment or employment related matters. Employee representatives are those covered by this Agreement.
- b) A planned forum shall be held minimum quarterly with fourteen (14) days' notice provided. Extraordinary forums can be called by either party as required. A 12-month calendar of meetings shall be developed for each depot by August for the current financial year. A quorum of two (2) employee representatives for

depots that have up to fifty (50) Employees and three (3) employee representatives for depots with more than fifty (50) Employees and up to two (2) management representatives.

- c) Employee representatives will be rostered to attend meetings.
- d) 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. If a new WIF member is elected to replace a current WIF member who has left the WIF committee prior to completion of their term, the new WIF member's term will consist of the replaced member's non completed portion of the 18 month term and their own 18 month term.
- e) Elected WIF members will be provided training and support tools.
- f) WIF related matters include but are not limited to the following;
 - i. Rostering, e.g., equity, patterns, overtime allocation, camp jobs, Annual Leave allocation;
 - ii. Vehicles;
 - iii. Barracks and supplied accommodation issues e.g. minimum standards for accommodation;
 - iv. Depot issues;
 - v. Subject matter expert identification by WIF for the purposes of participation and informed decision making;
 - vi. Open and Honest Communication with crews. e.g., minutes and agendas, and action logs, informing train crew of upcoming WIF meetings, and face to face engagement with train crew;
 - vii. Develop Local Operating Procedures.
- g) WIF members may request relevant data and information to make informed decisions. The WIF members provided with employee, commercial or otherwise sensitive information will be required to treat this information as confidential.
- h) Upon request, Pacific National will provide relevant and deidentified rostering data relevant to f(i), to the WIF members.

39 TEMPORARY TRANSFERS

- a) Temporary transfers will be in accordance with the Temporary & Compassionate Transfer Policy. This policy will not form part of or be incorporated into this Agreement. Employees will have the option of company provided accommodation or an Accommodation Allowance, after consultation with relevant Manager Operations.
- b) While on Temporary transfer Employees will be entitled to:
 - i. The Daily Allowance, to cover the cost of meals and incidentals as specified in Schedule 2, and will be maintained in line with annual

increases outlined in Schedule 2.

- ii. The Daily Allowance will be paid on the last day of a Temporary Transfer, if sign off is after midday.
- iii. The Accommodation Allowance, if applicable, which is a reimbursement of costs incurred for work related accommodation up to the value specified in Schedule 2 per night; payment is subject to the provision of receipts/evidence to support expenditure and will be maintained in line with annual increases outlined in Schedule 2.
- c) Employees will be temporarily transferred away from their Home Base for a period of not more than a cumulative total of six (6) weeks in any given rolling twelve (12) month period unless mutually agreed otherwise.
- d) Employees on Temporary Transfers will be required to maintain supporting documentation in respect of expenditure incurred on meals and accommodation, and upon request by Pacific National, will be required to complete the relevant Australian Tax Office (ATO) declarations.

40 RELIEVING CREW

- a) Relieving Crew are Train Crew who are deemed a flexible and mobile workforce. Pacific National Queensland Coal may deploy Relieving Crew to cover operational requirements in depots within the Queensland Coal business. For the avoidance of doubt, operational requirements include but are not limited to those which are required to cover commercial requirements, leave coverage (including unpaid leave, Annual Leave, Long Service Leave coverage, long term sick coverage), training and safe work training.
- b) Relieving Crew positions will only be advertised internally and would only be offered to Pacific National Queensland Coal internal candidates based at the relevant depot. Pacific National reserves the right to select persons as Relieving Crew.
- c) Relieving Crew positions may be appointed for an initial period no less than twelve (12) months of duration, which may be extended via mutual agreement with the affected Employee and Pacific National Queensland Coal. Upon conclusion of the Relieving Crew tenure, the Employee will return back to their substantive driver classification at their Home Base held immediately prior to the commencement of the Relieving Crew appointment. Where a driver has progressed during the Relieving Crew role period up to a Level 4, the Employee will return to a role at their Home Base in line with their new classification.
- d) Relieving Crew Employees will maintain their Home Base as specified in Clause 13(a) of the Agreement.
- e) A Relieving Crew Employee(s) will operate under the Master Roster at the depot the Employee(s) is working at the time (the seconded depot) or may operate under a separate agreed master roster. Where a Relieving Crew

operates under the master roster at the seconded depot and this results less ROPs in comparison to their Home Base master roster, the number of ROPs will be reconciled every three (3) months or other mutually agreed time.

- f) The Relieving Crew provisions are designed to supplement provisions in Clause 39 Temporary Transfers and does not in any way limit Pacific National Queensland Coal's ability to utilise Temporary Transfers to meet operational needs.
- g) Relieving Crew Employees may work outside of Queensland Coal operations via mutual agreement with the relevant Employee. In such circumstances, Relieving Crew Employees will remain covered by the Agreement.
- h) A maximum of up to 15% of Employees covered by the Agreement maybe engaged as Relieving Crew.
- i) The following employment conditions apply to Relieving Crew:
 - i. No employee can be forced to be part of the Relieving Crew.
 - ii. Relieving Crew may be employed as either Full Time, Part Time, Fixed Term/Task or a Maximum Term employee.
 - iii. Relieving Crew Employees will be required to travel and work from various locations as specified by Pacific National Queensland Coal. Where a Relieving Crew Employee is working away from their Home Base referenced in subclause 40 (d), the new location will serve as the temporary Home Base for the duration of the transfer.
 - iv. Relieving Crew Employees must return to their residential address for their ROPs at least once every 21 days.
 - v. Travel Kilometres may be claimed for the use of a private motor vehicle when:
 - Approved by the Relevant Manger Operations (or delegate);
 - KM are from depot of origin to relieving depot;
 - KM are for own vehicle use only; and
 - KM are for one trip to the secondment location and one trip home only. The exception to this rule will be where an Employee undertakes a secondment in excess of 21 days and required to travel home in accordance with subclause 40 (i)(iv). In which case the Employee will be entitled to claim travel undertaken under the subclause 40(i)(iv).
Reimbursement for use of private motor vehicle will be in accordance with the accordance with the relevant Pacific National Kilometre Reimbursement Form.
 - vi. Employees will not be required to travel on their ROPs unless this is mutually agreed in which case the Employee will be paid the appropriate penalty rates for travel on ROPs. If an Employee decides to return home within the secondment period outside of travel covered in subclause 40 (i)(iv), this travel (returning home and subsequent travel to the

- secondment location) will need to be done on the Employee's ROPs and the Employee will not be eligible for any payment for this travel.
- vii. The Employee will not be entitled to claim any reimbursement for distance between temporary accommodation and the secondment location (temporary work location) as the Flexibility Allowance is designed to compensate for this travel.
 - viii. Relieving Crew Employees will receive an annual allowance of \$7800 gross in addition to their Base Salary (**Flexibility Allowance**). This allowance will be increased by the increases in Schedule 2. The Flexibility Allowance will be paid in equal fortnightly instalments. The Flexibility Allowance is paid in recognition of the need for Relieving Crew employees to be available to deploy and work away from their Home Base on relatively short notice as directed by Pacific National.
 - ix. Where a Relieving Crew member is unable to travel as required by this clause, other than during paid Personal/Carers Leave, Annual Leave, Long Service Leave or other circumstances approved by the relevant Manager Operations the Relieving Crew member will not be eligible for the relevant fortnight's instalment of the Flexibility Allowance.
 - x. Repeated failure to fulfil Relieving Crew requirements and expectations, including being unavailable to travel and work in accordance with this clause may result in, the Employee being removed from the Relieving Crew role and offered their previous role within Pacific National Queensland Coal at their Home Base.
 - xi. The Flexibility Allowance will be payable during periods of Personal/Carers Leave and Annual Leave and Long Service Leave.
 - xii. When Relieving Crew are required to travel and work away from their Home Base, Temporary Transfer Allowances will apply in accordance with Clause 39 Temporary Transfers.
 - xiii. When Relieving Crew employees are required to travel and work away from their Home Base, Relieving Crew employees will not be eligible to any additional payments, other than what is specified in this clause.
 - xiv. Pacific National Queensland Coal will endeavour to provide as much notice as possible for a change of work locations. However, Pacific National Queensland Coal may change the work location of a Relieving Crew Employee by providing no less than thirty-six (36) hours of notice in writing, unless a lesser period of notice is mutually agreed. Notice of no less than thirty-six (36) hours will also be provided for each change in location, unless a lesser period of notice is mutually agreed. For avoidance of doubt, the minimum of 36 hours of notice is measured from when the employee is advised of the need to change work locations and when the necessary travel commences to the new work location.
 - xv. Unless a different period of notice is mutually agreed, no less than thirty-

six (36) hours of notice in writing will be provided in the event of an extension of the secondment.

- xvi. Relieving Crew Employees will be required to maintain supporting documentation in respect of expenditure incurred on meals and accommodation, and upon request by Pacific National, will be required to complete the relevant Australian Tax Office (ATO) declarations.
- xvii. Where there is any inconsistency between the provision(s) of this clause and any other applicable provision(s) of this Agreement, the provisions of this clause will prevail over any inconsistency.

PART 6 – TERMINATION AND REDUNDANCY

41 TERMINATION OF EMPLOYMENT

41.1 Termination by Pacific National Queensland Coal

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

41.2 Termination by an Employee

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

41.3 Notice of Termination by Pacific National Queensland Coal

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

Employee’s period of continuous service with Pacific National at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) An Employee whose employment is terminated by Pacific National Queensland Coal, and who is over forty-five (45) years of age and has completed at least two (2) years' continuous service with Pacific National Queensland Coal immediately before the termination, is entitled to an additional one (1) weeks' notice.
- c) Pacific National Queensland Coal may pay an Employee in lieu of all or part of the notice periods referred to in Clauses 41.2 and 41.3.
- d) The notice requirements set out in subclause (a) and (b) do not apply in respect to an Employee:
 - i. Whose employment is summarily dismissed under Clause 41.4;
 - ii. Who is a casual employee; or
 - iii. Who is a Fixed-Term, Fixed-Task or Maximum Term employee whose employment is terminated as a consequence of concluding a Fixed Term or Fixed Task or Maximum Term contract or receiving a payment in lieu of the requirement to perform the arrangement to its agreed conclusion or expiry.

41.4 Summary Dismissal

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

41.5 Requirements on Termination of Employment

- a) On termination, Employees are required to:
 - i. Return documents in their possession or control relating in any way to any intellectual property, confidential information, or the business or affairs of Pacific National Queensland Coal or any Associated Entity of Pacific National Queensland Coal;
 - ii. Return all property and equipment belonging to Pacific National Queensland Coal;
 - iii. If directed by Pacific National Queensland Coal de-install any Pacific National owned or licensed software and delete all files, databases and multi-media presentations related to Pacific National Queensland Coal which are stored electronically on the Employee's computer, laptop or other device, or assist a third party nominated by Pacific National

Queensland Coal to do those tasks;

- iv. If directed by Pacific National Queensland Coal not delete or amend any files (personal or otherwise) which are stored electronically on the Employee's computer, laptop or other device; and
 - v. If required by Pacific National Queensland Coal, provide a statutory declaration confirming that the requirements of this subclause has been done.
- b) Pacific National will pay an Employee any amounts payable on termination, including Redundancy Pay as set out in Clause 42 and Excess Hours Bank balance, on the next Pay Day.

41.6 Abandonment of Employment

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

41.7 Disciplinary action

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

41.8 Regression to a lower classification

Where Pacific National Queensland Coal has requested that an Employee show cause why their employment should not be terminated, Pacific National Queensland Coal may upon a written request from the Employee, consider temporary reduction in classification level and pay for a period of up to six (6) months. A regression to a lower classification will be through mutual agreement with the affected Employee and Pacific National Queensland Coal as an alternative to termination. The details of the regression will be included in the formal outcome letter.

A review of Employee's performance and/or conduct will be conducted by Pacific National at halfway point of the regression period, based on which the period of regression may be reduced. A regressed Employee will be paid and perform duties in accordance with the new lower classification level. In the event of Level 4 or 5 Employee, the regression will be to a Level 3 classification. In the case of a Level 3 Employee the regression will be to a Level 2 classification.

42 REDUNDANCY

- a) This clause applies to circumstances where an Employee's employment is terminated due to Redundancy.
- b) Before Pacific National Queensland Coal terminates an Employee's employment on grounds of Redundancy, it will hold discussions with the Employee(s) affected. The discussions will take place as soon as practicable after Pacific National Queensland Coal has made a definite decision to implement the Redundancy but before the Redundancy is implemented.
- c) Where Pacific National decides that it no longer requires anyone to perform the role of an Employee, Pacific National Queensland Coal will call for expressions of interest for voluntary Redundancy within the affected depot(s) Pacific National Queensland Coal has the right to accept or reject expressions of interest for voluntary Redundancy from individual employees.
- d) Pacific National Queensland Coal will discuss with the Employee(s) affected the reasons for the proposed Redundancy and the measures considered to avoid or minimise the termination or the adverse effects of termination. Pacific National Queensland Coal will not be obliged to disclose confidential information, if that disclosure is contrary to the company's interests.
- e) In addition to the period of notice set out in the Termination clause (Clause 41), if an Employee's employment is terminated on Redundancy grounds, or where an Employee's employment is terminated due to Pacific National Queensland Coal becoming insolvent or bankrupt, the Employee shall be entitled to severance pay calculated in accordance with their length of service.
- f) The rate of payment for severance pay is three (3) weeks per year of service, up to a maximum of seventy-two (72) weeks, provided that, Employees with at least one year but less than two (2) years' service will receive a total severance payment of four (4) weeks' pay in accordance with NES
- g) 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.
- h) 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.
- i) If an Employee's position is made redundant and the Employee is offered acceptable alternative employment with Pacific National Queensland Coal or with an Associated Entity of Pacific National Queensland Coal, the Employee will not be entitled to severance payments.
- j) Where an Employee's position is made redundant by reason only of the sale or transfer by Pacific National Queensland Coal of the whole or part of Pacific National Queensland Coal's business, Pacific National Queensland Coal shall

not be required to pay the Employee severance pay if the person acquiring the business or part being sold or transferred ("the transmittee"):

- i. has offered the Employee employment and has agreed to treat the Employee's service with Pacific National Queensland Coal as if it were continuous service with the transmittee; and
- ii. The conditions of employment offered to the Employee by the transmittee are no less favourable than the Employee's conditions of employment at the time of the transfer.

42.1 Redundancy Swaps

Pacific National Queensland Coal at its discretion and subject to its operational requirements may facilitate voluntary Redundancy Swaps.

Unless agreed otherwise by Pacific National Queensland Coal, voluntary Redundancy Swaps will be limited to Employees engaged under the Agreement .

Decisions on whether to agree to requests for voluntary Redundancy Swaps will be made by Pacific National Queensland Coal after taking into consideration all relevant factors including but not limited to:

- Qualifications, classification levels and experience of the relevant Employee's;
- Workload demands and forecasts;
- Number of candidates available for voluntary redundancy swaps; and
- Potential operational and customer requirements.

Pacific National will not unreasonably refuse a request for voluntary Redundancy Swaps.

Employees accepting Redundancy Swaps will be responsible for obtaining their own tax and financial advice.

Redundancy Swap means when an Employee who has been notified that their employment is to be terminated by way of Redundancy, makes a request to Pacific National Queensland Coal to participate in a process whereby other Employees have the opportunity to be retrenched instead of the Employee notified in accordance with Clause 42.

PART 7 – WORKPLACE DELEGATES

43 WORKPLACE DELEGATES

- a) Workplace union delegates will have recognition by Pacific National Queensland Coal through:
 - i. The right to perform the role as workplace delegates without any discrimination in employment;
 - ii. The right to formal recognition by Pacific National Queensland Coal that endorsed union delegates speak on behalf of union members in their

- workplaces and that issues raised by delegates will be dealt with promptly and appropriately;
- iii. The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected; and
 - iv. The right to represent members on workplace issues.
- b) Workplace delegates can access up to five (5) days unpaid training leave in any one Calendar Year to attend union-endorsed union courses and attendance at union conferences. Provided that no more than six (6) delegates access this training leave per annum. Delegates seeking such leave are required to provide the request to Pacific National Queensland Coal with at least fourteen (14) days' notice and release will be subject to operational requirements.
 - c) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time for participation in internal union forums and committees (e.g. branch or national conferences) to which they are elected under the registered union rules provided that such participation is in their own time.

PART 8 – AWARD COMPLIANCE AND UNION MATTERS

44 RIGHT OF ENTRY FOR UNION OFFICIALS

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

45 UNIFORMS AND SAFETY EQUIPMENT

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

46 MEDICAL/HEALTH CHECKS

46.1 Fit For Work

- a) It is a condition of employment that Employees are Fit for Work when they report for duty and that they comply fully with Pacific National Queensland Coal's policies in this regard. This includes a requirement that Employees submit to an assessment of whether they are Fit for Work where there is a reasonable ground to provide such a direction. This may include functional assessments based on the Job Task Analysis for the role, fatigue, drug and alcohol testing in accordance with policy.

- b) Any additional workplace occupational hygiene and health assessments in addition to what is outlined in Clause 46.1(a), will be through consultation with the Safety Health Environment (SHE) Committee.
- c) For the purposes of this clause Fit for Work means an employee being able to safely perform the inherent requirements of their role without risk to themselves or others in the workplace on an ongoing basis.
- d) Pacific National Queensland Coal is committed to providing a safe, healthy and productive work environment for its employees. Pacific National Queensland Coal recognises that the misuse or abuse of alcohol and/or illicit drugs, or - engaging in any illegal activities in the workplace, can seriously affect workplace safety, work performance and conduct. To achieve the highest safety performance standards Pacific National Queensland Coal requires all Employees and contractors to be free from the presence of any alcohol and/or illicit drugs when presenting themselves for work and while at work.
- e) Employees must not-use alcohol and/or illicit drugs at work or arrive at or resume work with any such substances in their system. An alcohol and drug testing procedure, including appropriate confidentiality standards, will be implemented by Pacific National Queensland Coal. All Employees and contractors must comply with this policy.
- f) Employees taking prescription or over the counter drugs that may impair their performance are required to comply with Pacific National's policies/procedures in this regard, which includes notifying their supervisor or the relevant Manager Operations about any such medications. Pacific National's policies and procedures on Drugs and Alcohol do not form part of this Agreement and are not incorporated into this Agreement.
- g) Effective 31 January 2023 Pacific National Queensland Coal, following consultation with its Employees and their representatives, will introduce oral fluid testing (swab testing) for testing of illicit drugs. Any confirmatory testing conducted to verify a non-negative result will be urine testing.

46.2 Medicals

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

- iv. Temporarily Unfit for Duty Subject to Review; or
 - v. Permanently Unfit for Duty.
- c) If further tests are required following the Determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
- d) In order to ensure privacy is maintained in relation to the medical files, where an Employee seeks to claim such costs in these circumstances, the Chief Medical Officer or suitably qualified nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- e) Where it is determined that the referral was not justified, Pacific National will:
- i. Reimburse the Employee for the medical costs incurred as a result of the referral; and
 - ii. Re-credit any Personal Leave that has been used as a result of being unable to perform their duties as a result of the referral.
- f) The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- g) By mutual agreement, attendance at Medicals may be arranged whilst on ROP's. Employees will be paid the applicable overtime rate for the time worked.

46.3 Payment for Pathology Blood Testing

- a) Where an Employee is required to participate in a pathology blood test prior to their medical assessment, this may occur during normal rostered hours or in their own time.
- b) Where an Employee is required to take the blood test outside of their normal rostered time, the employee shall be entitled to one-hour (1) overtime payment.

47 OCCUPATIONAL HEALTH AND SAFETY

47.1 Health & Safety

- a) The health and safety of all Employees is the primary concern of Pacific National Queensland Coal. The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all Employees, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- b) Employees must ensure they perform their jobs safely with a duty of care to themselves, other employees, contractors, visitors, the general public, or customers. They must cooperate with Pacific National Queensland Coal in matters related to health and safety and follow applicable policies and

procedures in the performance of their work. They must also bring to the notice to their Supervisor or Manager Operations any situation where they genuinely believe a risk of injury or damage exists.

47.2 Incapacity to Return to Work

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

48 COMPANY POLICIES AND PROCEDURES

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

49 STAND DOWN

- a) Pacific National Queensland Coal may stand Employees down without pay for any period in which they cannot usefully be employed in their normal role due to any cause for which Pacific National Queensland Coal cannot reasonably be held responsible.
- b) Except in the case of industrial action within Pacific National Queensland Coal, the Employee must within two (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.

- c) Where possible Pacific National Queensland Coal will implement measures to mitigate the effects of the stand down such as training, re-accreditation etc. Where additional shifts become available at a depot, these additional shifts will be offered to the Employees affected by the stand down period at the relevant depot.
- d) Employees stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment. An Employee who is stood down may elect to take leave.
- e) An Employee who is stood down under this provision may obtain other employment for the period of the stand down so long as the Employee is available to resume duties with Pacific National Queensland Coal at the end of the specified stand down period.
- f) Except in the case of industrial action within Pacific National Queensland Coal, Employees shall be paid for Public Holidays which fall during the stand down period.

50 DRIVER ONLY OPERATIONS

- a) The Company may introduce new DOO operations in accordance with the relevant Safety Regulators requirements and any prescribed technology. The company will consult with employees at the affected depots prior to implementation of any new DOO operations as per Clause 36 - Consultation. This clause does not affect current DOO operations in place at the time of the approval of the Agreement by the FWC.

The consultation will consider the following matters

- i. Communications;
- ii. Signal sighting;
- iii. Emergency Procedures;
- iv. Locomotive operating procedures; and
- v. Safety systems

The relevant SHE Committee will be provided with associated risk assessments as part of the consultation process.

- b) Any new DOO operations implemented post the approval of the Agreement by the FWC, will entitle the Employee to a DOO allowance percentage (when performing DOO shifts) which will be equivalent to the highest DOO allowance percentage in any of the Pacific National Enterprise Agreements nationally at the Commencement Date. This allowance will not apply to DOO operations in place at the Commencement Date.

For clarity, the DOO allowance percentage is:

- i. the difference between the first mainline driver pay grade that permits

DOO and the mainline driver pay grade in the relevant Enterprise Agreements identified 50 (b); or

- ii. a DOO allowance percentage which is actually identified in the relevant Enterprise Agreement identified in 50(b).

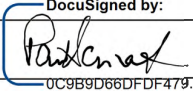
51 IN CAB CAMERAS

- a) Pacific National will not operationalise In Cab Cameras into current locomotives for the term of the Agreement unless required by law or mutually agreed between the Unions and Pacific National Queensland Coal.
- b) Clause (a) does not apply to:
 - i. locomotives that already have In Cab Cameras installed on the basis that Pacific National continues to commit to turning off the In Cab Cameras and not using them for the term of the Agreement unless required by law or mutually agreed between the Unions and Pacific National Queensland Coal;
 - ii. New locomotives which are purchased or delivered during the term of the Agreement and have In Cab Cameras installed but which are switched off during the term of the Agreement unless required by law or mutually agreed between the Unions and Pacific National Queensland Coal.
- c) "In Cab Cameras" refers to inward facing cameras and not outward facing cameras.
- d) "Unions" refer to the Rail Tram Bus Union, Queensland Branch and the Australian Federated Union of Locomotive Employees
- e) This clause does not prevent Pacific National from using outward-facing cameras including cameras mounted in front of the Driver.
- f) This clause does not prevent Pacific National from using other recordings including data recordings, or recordings of radio and phone communications.

SIGNATURE PAGE

Signatory

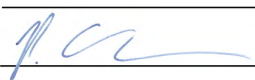
Name Paul Scurrah
Address Level 16, 15 Blue st
Nth sydney 2060

Title MD & CEO
Signature 
UC9B9D66DFDF479...

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

Signatory

Name Peter Allen
Address Level 1, 457 Upper Edward Street
Brisbane Q 4000

Title Branch Secretary
Signature 

Signed for and on behalf of Union being members of the Executive of the Union and authorised to sign an Agreement on behalf of the Australian Rail, Tram and Bus Industry Union, Queensland Branch

Signatory

Name **Name** M. McTRICK
Address **Address** 41 PEEL ST.
SOUTH BRISBANE
QLD 4101
Title **Title** STATE SECRETARY
Signature **Signature** 

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

PART 9 – SCHEDULES

SCHEDULE 1 – BASE RATES OF PAY

Classification	From the commencement date (backdated to 1 August 2022)	First full pay period to commence on or after 12 months from Commencement Date	First full pay period to commence on or after 24 months from Commencement Date
Level 5 Advanced Locomotive Driver	\$142,340.12	\$145,186.92	\$148,090.66
Level 4 Locomotive Driver	\$133,028.15	\$135,688.71	\$138,402.48
Level 3 Advanced Trainee Driver	\$106,422.51	\$108,550.96	\$110,721.98
Level 2 Trainee Driver	\$76,643.52	\$78,176.40	\$79,739.92
Level 1 Trainee Driver	\$73,577.78	\$75,049.34	\$76,550.32

SCHEDULE 2 – ALLOWANCE INCREASES

Allowance	From Commencement Date	First full pay period to commence on or after 12 months from Commencement Date	First full pay period to commence on or after 24 months from Commencement Date
Barracks Allowance - for up to 24-hour period	\$103.02	\$105.08	\$107.18
Barracks Allowance - For over 24 hours and up to a 40-hour period	\$146.73	\$149.66	\$152.65
Barrack Allowance for over a 40-hour period, paid every 8 hours thereafter	\$32.28	\$32.93	\$33.59
Daily Allowance	\$103.02	\$105.08	\$107.18
Accommodation Allowance (up to / per night)	\$130.05	\$132.65	\$135.30
Relieving Crew Flexibility Allowance	\$7,800.00	\$7,956.00	\$8,115.12

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4327

Applicant: Pacific National (Queensland Coal) Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Brendan Sellens, Head of Operations-Coal have the authority given to me by Pacific National (Queensland Coal) Pty Ltd to provide the following undertaking with respect to the Pacific National Queensland Coal Enterprise Agreement 2022 ("the Agreement"):

1. For the purposes of clause 7, 'shiftworker' is defined as '*an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays*'.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Date: 26 October 2022