



PACIFIC NATIONAL

TERMINAL OPERATORS EBA NEWSFLASH

Never let the facts get in the way of a good story!

It is disappointing to read on a Saturday a misleading Update by Pacific National, blaming the Locomotive Drivers Division for the Company's decision to withdraw in-principle agreement on a new EBA.

The facts are that the RTBU **agreed** on the Company's proposal for a change to Clause 10 of the proposed Enterprise Agreement.

Clause 10 is the Career Paths and Classifications clause. The specific area of negotiation was Clause 10.16. Currently the clause simply states:

"The introduction of the classification of Terminal Locomotive Operations within a Terminal/Depot is only to be created following consultation, as outlined in clause 35 of this Agreement, after due consideration of the Terminal's/Depot's need for quality of position."

Because the implementation of this position would significant have impacts on the Train Crew grades, and the Company would be required to consult with traincrew, which is required under their EBA, the RTBU initially put forward this additional clause to clause 10.16:

"In addition to this, there must be consultation and agreement provided by the parties to the Pacific National Intermodal Traincrew Enterprise Agreement 2013."

This would, in our view allow for complete and open negotiations by all affected parties for the introduction of Terminal Driver. It is in fact a classification that is the Train Crew Agreement!

Pacific National responded with a counter proposal to the additional clause for 10.16 that states;

"In addition to this, for the purposes of consultation as outlined in Clause 35 of this Agreement covering the introduction of the classifications of Terminal Driver and Terminal Locomotive Assistant within a Terminal/Depot, the parties agree that the national office of the RTBU Locomotive Division will be included."

The RTBU agreed with the Company proposal with one proviso;

And that was that the expiry date lines up with the expiry dates of the other Agreements, which is the 31st March 2017.

There is nothing in what the RTBU has put forward that are **"major changes which would undermine the basis of our Agreement."**



RTBU

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Why the Lining Up of Expiry Dates?

The main reasons the RTBU wants the expiry dates to be lined up are as follows:

- It was on of the Log Of Claims that you had endorsed!
- The rate of pay for a Level 11 classification (which is where the Terminal Driver is placed) is different between the Terminal Operations EA and the Traincrew EA. In the Terminal Operations EA the Terminal Driver will have a base rate from \$71,254.75 up to \$72,293.02, based on which Terminal/Depot you are at. There would then be a further 2.5% increase on that rate on or after the 30th June 2016.
- The Traincrew EA Level 11 Classification is currently at 72,293.05 with a further 4% increase on the 1st April 2016.
- There are significant differences between the Aggregate Allowance (including the Driver only Shunt Allowance).
- There is no clearly defined career path for a Terminal Driver from the Terminal Operations Agreement to Traincrew Agreement, despite the Company stating that it created a real career path for Terminal Operators to progress to mainline driver positions.

The lining up of the expiry of the EAs will give the opportunity to resolve these, and other, differences.

The RTBU was conscious of not making a decision which impacted on any of the already agreed conditions of employment for T/Os and thus the only change asked was for the term to be reduced from 3 to 2 years.

Any reasonable person would see this as a genuine attempt to finalise the agreement without delay. It is unfortunate that the Company has seen fit to be unreasonable and is seeking to drive a wedge between their T/O and Driver workforce.

Why doesn't the Company want the EAs to line up? What is their real agenda?

If you have any questions regarding this matter please contact your local Delegate.