



RTBU

# NEWSFLASH

ISSUE NO.4

17<sup>th</sup> March 2017

RTBU LOCOMOTIVE DIVISION • ENGAGING MEMBERS • ENSURING A FUTURE

## PN NSW BULK EA

### Fake Negotiations

Your negotiation team met with PN management again on Wednesday 15 and Thursday 16 March. We had anticipated the actual negotiations would start this round of meetings after both sides had put their Part A documents forward at previous meetings. How wrong we were: instead of going through and negotiating as one would expect, we were advised by letter that the company did not intend negotiating clause by clause and that they would only be listening to our explanation for our claims. Furthermore, it was stated that nothing could be agreed to at these meetings. They advised that they would take every one of our clause proposals away and cost it first and we would be advised in writing of the company's position on the proposed clauses we put forward. When this approach was challenged, your Union officials were accused of playing games.

Over the first day the company in total, discussed two sub-clauses of the agreement in relation to why the Union would want to restrict Labor Hire and Casual Employment. The company made it clear they saw any attempt to restrict these forms of employment as restrictive and unacceptable to them, yet in the same breath, said that part-time employees in their concept would be restricted to forecast rosters only. They claimed they had calculated our proposed contract of employment clause to cost them \$14 million and our Part A document to cost \$40 million in total, without providing any documentation.

We pointed out that at this rate of so-called negotiation, it would take three years to get through the documents. At one stage the company indicated its preference to move to Part B and C of the document; however, we advised the company we would not be in a position to discuss further agreement parts before we had negotiated Part A and we were concerned that the agreement is about to expire and we need to negotiate, not stall. The company indicated there was no urgency in reaching an agreement due to there being a 2% pay rise due.

Day two saw the company continue to outline its position on the four RTBU priority Clauses (i.e. Contract of Employment, Consultation, Dispute Resolution and Redundancy). The company's response indicated a philosophical approach and certainly indicated there was little concern or care for what the Union had raised as serious concerns. They commented on how they had spoken to their employees and no one was concerned about these matters. We find this difficult



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to accept when these four clauses have been the most troublesome clauses for employees over the term of this agreement.

To enable a better understanding of what the company is proposing and where things are at, we have provided a Q& A sheet (which is attached). We stress that members need to make their concerns known to the management team - they obviously haven't heard your previous concerns, or they are just plain ignoring them.

Finally, when the Union asked about doing a tour so that members could be kept informed by their Union about what is actually going on at the negotiating table – rather than hearing only what Pacific National wants their employees to hear – Pacific National said that this was not going to happen. They clearly do not want the Union to talk to members about their own Enterprise Agreement!

Members may also be interested to hear that it was pointed out to management that under-time had increased dramatically at Gunnedah since the introduction of new rosters and that time worked by Railtrain Employees basically equaled the amount of undertime for the last roster cycle. Pacific National dismissed this as being a training issue at the IPS.

**Not a member? Don't delay - join your union and get involved now!**

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Authorised: Robert Hayden, Secretary NSW Branch Locomotive Division.

Rail, Tram and Bus Union, Level 4,321 Pitt Street Sydney, NSW 2000



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## RTBU Q&A for Pacific National Bulk Rail Enterprise Agreement Negotiations 2017

### What are priority clauses?

As a part of the EA negotiations, the RTBU has flagged the following four clauses as 'priority clauses' after having surveyed the members:

Contract of Employment  
Redundancy  
Consultation and Change  
Resolution of Disputes

**Contract of Employment:** The RTBU has made some adjustments to the current contract of employment clause; most notably, we have suggested changes to the number of casuals and labour hire employees that Pacific National is able to employ. Pacific National has made it quite clear that it is their intention to casualise the workforce, and the RTBU has written a clause that ensures that the majority of the workforce will remain permanent and full-time.

**Redundancy:** The RTBU has redrafted the redundancy clause in such a way that it imposes obligations on Pacific National to ensure that they take every possible action in any redundancies that they are proposing as a way of mitigating the affect of redundancies on the workforce. As you would be aware, Pacific National have gone through numerous rounds of redundancies since the negotiation of the last EA, and the wording of the clause has meant that the RTBU has had very few avenues to pursue in order to stop these redundancies from happening. Changes to the clause include the mandating of VR swaps so that there are little to no forced redundancies when Pacific National decides to make certain jobs redundant.

**Consultation and Change:** The consultation and change clause has also been re-worded to make sure that when Pacific National seeks the views of its employees under the consultation clause, such consultation is genuine and not simply a matter of appearing to have consulted. Consultation does not and should not mean 'we are telling you what we are doing' and asking for feedback: it means genuinely engaging with the workforce and seeking their views in order to better, workplace practices for all.



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**Resolution of Disputes:** Finally, the RTBU has re-written this clause to ensure several things. Firstly, that the Union has a right to lodge a dispute on behalf of its members and represent the members throughout all stages of a dispute. This is so that members do not feel targeted by lodging a dispute on their own, and to further make sure that disputes are not long and drawn out processes that never see an outcome due to Pacific National playing games over matters that are genuinely raised due to breaches of the Enterprise Agreement. The removal of 'consent arbitration' – in other words, the ability to have a matter arbitrated in the Commission only if the Union and Pacific National agree – has also been removed as a part of our log of claims, so that the Union has the ability to arbitrate any matter without Pacific National agreeing to this first.

## **Why do the priority clauses matter?**

These priority clauses are incredibly important to the negotiations and the Enterprise Agreement's operation once it has been approved, as without strong consultation, redundancy, dispute and contract of employment clauses, Pacific National will have the ability to do and change whatever they like with limited input from their employees and union members (with little recourse to challenge decisions that are made if they are clearly in breach of the EA).

## **What are some of the other proposals that Your RTBU Negotiating Team have put forward as a part of our log of claims?**

The RTBU has also made other claims for this round of negotiations, including but not limited to the following:

- A domestic violence leave clause;
- Changes to the amount of annual leave for each employee each year (an additional one week's leave for every employee);
- The ability to take unpaid leave without having exhausted all other forms of leave;
- The ability of all employees to participate in Picnic Day;
- A clause regarding fatigue, with an onus being placed on Pacific National to manage fatigue better; and
- Changes that ensure that, when Pacific National advertises a full-time job within the company, part-time and casual employees of Pacific National receive preference for these jobs before advertising externally.



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## **What is Pacific National proposing in their Part A 'concept draft' document?**

Pacific National has decimated the Bulk and Coal Enterprise Agreements, and has put together a document that is meant to serve as a 'holistic approach' to workplace practices over the term of the Enterprise Agreement. They have stated that they want increased flexibility, and their draft document is therefore roughly a third of the size that it was previously.

Pacific National wants drivers to sign-on within a 'region' rather than have a home depot. They have also stripped almost all of the content out of the redundancy and dispute clauses, so that they can proceed with mass casualisation in the future. The consultation and change clause has also been adjusted, so that Pacific National can seek the views of its employees without having any further obligations regarding consultation imposed upon them. Clauses that are covered by the Fair Work Act 2009 – which is a mere safety net for employment conditions and is not a golden standard for conditions in an EA – they have been adjusted to reflect the Act rather than what is within the EA at this point in time.

It is the understanding of the RTBU that Pacific National has been meeting with its employees and insinuating that what the Union is proposing will cost jobs in the future. This is untrue – the RTBU is trying to protect the conditions that are currently in the Bulk and Coal Agreements, and make improvements to priority clauses that would benefit all members. Pacific National wants to gut both Agreements to ensure that you have no voice or say in the workplace.

Furthermore, Pacific National has stated that they will not allow the RTBU to go out and do an onsite tour to explain the position of the Union to members. This may just have something to do with the fact that the company is out in the workplace and being we believe disingenuous about what they are truly trying to achieve – when you are peddling propaganda in order to create more 'flexibility' in the workforce (in other words, cutting conditions so that it is easier to get rid of jobs in the future), why would you allow the Union to talk to the members and contradict what you are saying?

**If you want accurate information regarding the negotiations, please contact the RTBU on (02) 9264 3400.**