



PACIFIC NATIONAL

INTERMODAL DRIVERS EBA UPDATE

NEWSFLASH NO.3

Negotiations with PN management on your Log of Claims is moving at a snail's pace with little or no progress at all. Management is providing resistance at every step of the way. At every stage the RTBU negotiators are willing to negotiate, however they are hitting a brick wall in gaining any sort of traction in achieving a satisfactory outcome.

Here are the management responses to your Log of Claims to date;

	RTBU CLAIM	MANAGEMENT RESPONSE
TERM	4 Year Term.	Agreed subject to outcome.
CONTRACT OF EMPLOYMENT	Ensuring that permanent full-time employment is the predominant form of employment at all depots and locations.	Management agrees with permanent full-time employment being the predominant form of employment at all depots and locations, however they want greater usage of Permanent Part-Time Employment, which would operate on a stand-alone roster with full blank line rostering.
	Clarifying types of Employment.	
HOURS OF WORK	Starting times to commence no earlier than 6:00am ex LSL, unless agreed by the driver.	Subject to total agreement.
	When reverting to rostered working from the holiday/relief lines, any hours that are missed from the rostered working be credited.	Not Agreed.
	If an overtime shift affects the next turn of duty, a claim for the affected rostered shift to be paid.	Not Agreed.
	Overtime payment on an RDO to be paid at double time.	Not Agreed
	One in three weekends off	Not Agreed.
	Minimum time required to attend work if unavailable. Claim is for six hours.	Management say 3hour, RTBU say 4hr. Subject to total agreement.
SUPERANNUATION	Increase to the employer contribution up to 15%.	Based on total remuneration at Final Agreement.
	Superannuation to be paid on the total rate.	
DISPUTE SETTLEMENT CLAUSE	A tightening up of the process.	Not Agreed.
	An ability for one party to seek arbitration.	Not Agreed.

	RTBU CLAIM	MANAGEMENT RESPONSE
REDUNDANCY CLAUSE	No Forced Redundancy.	Not Agreed.
PERSONAL CARER'S LEAVE	New Section on accumulation of personal carer's leave to assist fellow employees.	Not Agreed.
MEDICAL ASSESSMENTS	Recognition of travel to and from medical center as work time, and paid accordingly.	Not Agreed.
	All associated costs for test requested by a medical practitioner to be met by the company when a company triggered medical is required.	Not Agreed.
INCREASES	Increases in Wages, remuneration and allowances.	Subject to total agreement.
	Increase in Aggregate penalties.	Subject to total agreement.
	A Loyalty Allowance at ten years and then at every five years after that date.	Not Agreed.
DOMESTIC VIOLENCE CLAUSE	Introduce a domestic violence leave clause.	This would be part of Pacific National's policies, not part of an EBA. Note, to date Pacific National does not have a Domestic Violence policy.
ANNUAL LEAVE	Six Weeks Annual Leave.	Not Agreed.
	Approval for Annual Leave to be provided within two weeks of application.	Current processes acceptable.
	Ability to commence annual leave midweek.	Current processes acceptable.
PICNIC DAY	Picnic Day for all Pacific National employees.	Not Agreed.
LONG SERVICE LEAVE	Ability to use LSL for periods of less than a week.	Legal issue in WA therefore will not change current practice.
TRAINING/ RECOGNITION OF NATIONAL QUALIFICATIONS	All drivers to be provided with AQF Level Certificate IV.	Not Agreed.
	Minimum shift for training to be no less than six hours.	Not Agreed.
LMS	Pro Active enforcement of EBA conditions and entitlements.	Already complies.
	LMS sign off/ off at barracks locations.	Management wants the ability to roster/ force traincrew to sign on and sign off at the Depot Location not Barracks. Subject to negotiation
OPERATIONAL NEEDS	A clearer definition of Operational Needs.	Not Agreed.
ROSTERING CONDITIONS	No Lift Up Working.	Not Agreed.
	10 hours minimum rest period at any location away from the home depot.	Not Agreed.

	RTBU CLAIM	MANAGEMENT RESPONSE
ROSTERING CONDITIONS (CONTINUED)	Barracks Detention to be paid at 1.7% after 12'30".	Not Agreed.
	All time worked after 12 hours to be paid as stand alone overtime.	Not Agreed.
	Overtime to be paid if worked past a shift/corridor limit.	Not Agreed.
	Duty Cycle Roster to be posted prior to the duty cycle.	Not Agreed.
	No undertime to be worked until posted.	Not Agreed.
	Rostering Committees to be provided with all relevant information in order to draft rosters.	Current processes are acceptable.
	Rostering Committees' to be provided with 14 days to draft rosters.	Current processes are acceptable.
	Once called for a shift, including an RDO, then any change, must be mutually agreed.	Not Agreed.
	RDO's to be placed on Blank lines, Holiday Relief and LSL Lines.	Not Agreed.
	Fatigue Index to be applied to travel shifts and crew vans.	Not Agreed.
	Defining tasks within a shift.	Not Agreed.
	A review of Clause 3.9 in Attachment 1 (Alterations to Barracks Working) of the Current Agreement.	Current clause is acceptable.
	No motor vehicle driving between the hours of 2200 and 0600.	Management will try to minimise the need for motor vehicle driving between those hours.
RELAY WORKING	Updating current clause (missing references in clause). No crew van working/ multi sector working outside currently agreed defined areas.	Management have advised that they wish to use relay working as an operational tool across their business. They therefore require the removal of the current wording that states relay working will only be utilised in remote and isolated locations.
NEW TECHNOLOGIES	That in cab video and audio equipment will not be installed, or utilized, in any locomotive that Pacific National uses as part of its operations. Consultation and agreement must be reached with affected employees prior to the introduction of any new technology.	Pacific National will consult with employees on any significant change.