



RTBU

PACIFIC NATIONAL

INTERMODAL NEWSFLASH

NEWSFLASH NO.7

On Friday 8th of September the RTBU Negotiating Team held a National tele-conference with the RTBU Delegates in each depot to discuss the proposed wage offer that PNI Management have put forward. The offer from PNI, referred to in the previous Newsletter, is 2% already paid and a further 2% per annum over the life of the Agreement, with a further \$1500 one-off sign-on bonus.

The Company offer was resoundingly rejected with feedback being that even for a straight roll-over that wouldn't cut it.

The RTBU have put a counter-claim of 4% per annum, with a \$1500 sign-on bonus **per year** over the term of the Enterprise Agreement.

The proposed package as it stands, with the Company wages offer, is as follows:

- 1** Signing off and on at the Depot
- 2** Permanent Part-Time added to Employment types
- 3** The word "predominant" added to full time employment.
- 4** Clause 11 -11.5 and 11.6 added to cover existing/future DOO. This is to ensure that if any new DOO is introduced that it is covered under Attachment 5 procedures and cab standards.
- 5** Changes to Clause 13 that mean that you will owe future undertime before it occurs

- 6** 29.3.7 Annual Leave/Public Holidays wording change fixed to include the words "including where this falls on an RDO including RDO's on weekends."
- 7** 30 LSL now in line with Annual Leave with the Employee to be advised within 2 weeks if leave has been approved
- 8** Attachment 1, Clause 6 - "if the remaining portion of a shift that has been impacted by availability is less than 3 hours (subject to lift up and layback) the employee will not be required to attend site and the rostered shift will be credited to the duty cycle."
- 9** 10.3 Barracks - agreed travel component added, travel component added before and after sign on/off
- 10** Attachment 5 DOO, for new implementation only, existing work is covered under 11.5



Below is a recap of the RTBU Log of Claims and what has been agreed or not agreed to:

TERM

- 4-year term. **SUBJECT TO TOTAL AGREEMENT**

CONTRACT OF EMPLOYMENT

- Ensuring that permanent full time employment is the predominant form of employment at all depots and Work Locations. **AGREED**
- Clarifying types of employment. **AGREED**

HOURS OF WORK

- Starting times to commence no earlier than 6:00am ex any form of leave, unless otherwise agreed by the driver. **AGREED**
- When reverting to Rostered working from the Holiday/relief lines, any hours that are missed from the rostered working be credited.

RTBU IN DISCUSSION WITH ROSTER CLERK AT IPS. IF NOT RESOLVED, REMAINS A CLAIM

- 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**
- Clarification on payment of overtime during 3 up and 4 up working. **NOT AGREED**
- One in three weekends off. **NOT AGREED**
- Minimum time required to attend work if unavailable. **3 HOURS**

SUPERANNUATION

- Increase to the employer contribution up to 15%. **NOT AGREED**

DISPUTE SETTLEMENT CLAUSE

- A tightening up of process. **NOT AGREED**
- An ability for one party to seek arbitration. **NOT AGREED**

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. EMPLOYEES CAN USE ANNUAL LEAVE

MEDICAL ASSESSMENTS

- Recognition of travel to and from medical centre as work time, and paid accordingly.
- 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 REMUNERATION PACKAGE**
- Increase in Aggregate Penalties. **NOT AGREED**
- 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. **NOT AGREED**

DRUG AND ALCOHOL CLAUSE

- Introduce a clause so that the final reading is taken from a police station or medical centre. **NOT AGREED**

ANNUAL LEAVE

- Six weeks Annual Leave.

EMPLOYEES CAN BANK HOURS TO ACCUMULATE THE EXTRA WEEK BUT ALL OTHER ANNUAL LEAVE MUST BE USED BEFORE CASHING IN THE EXTRA WEEK

- Approval for Annual Leave to be provided within two weeks of application. **AGREED**
- Ability to commence annual leave midweek. **AGREED**

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. **AGREED PENDING STATE LEGISLATION**

TRAINING/ RECOGNITION OF NATIONAL QUALIFICATIONS

- All Drivers to be provide with AQF Level Certificate IV.

AGREED. EXISTING DRIVERS WILL BE OFFERED A ONCE OFF OFFER TO GAIN THEIR CERTIFICATE IV. DRIVERS WILL HAVE TO PROVIDE THE RPL DOCUMENTS/EVIDENCE AND PACIFIC NATIONAL WILL PROVIDE THE TRAINING

- Minimum shift for training to be no less than six hours. Status Quo remains

LMS

- Pro-active enforcement of EBA conditions and entitlements
- LMS sign on/off at barracks locations. **NOT AGREED**

OPERATIONAL NEEDS

- A clearer definition of Operational Needs. **NOT AGREED. TO DEALT WITH IN CONSULTATION**

ROSTERING CONDITIONS

- No Lift Working. **NOT AGREED**
- Minimum Shift limit to be no less than 6 hours. **NOT AGREED**
- 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**
- Duty Cycle Roster to be posted prior to the duty cycle. **AGREED**
 - No undertime to be worked until posted. **NOT AGREED**
- Rostering Committee to be provided with all relevant information to draft rosters. **PACIFIC NATIONAL MAINTAIN THIS OCCURS NOW. RTBU REFUTE THIS**
- Rostering Committees' to be provided with 14 days to draft rosters. Still being debated
- 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. **CLAUSAL WORDING ISSUE HAS BEEN RECTIFIED**
- No motor vehicle driving between the hours of 2200 and 0600. **PACIFIC NATIONAL TO EXPLORE THE SAFEST OPTION**

RELAY WORKING

- Updating current clause (missing references in clause.) **MISSING REFERENCE ADDED**
- No crew van working/multi-sector working outside currently agreed defined areas. **NOT AGREED**

NEW TECHNOLOGIES

- That in Cab Video and Audio Equipment will not be installed, or utilised, in any locomotive that Pacific National uses as part of its operations. **NOT AGREED**
- Consultation and Agreement must be reached with affected employees prior to the introduction of any new technology. **NOT AGREED**

STOP THE PRESS

As of today, (Wednesday 13th September) an EBA meeting was held with Pacific National in an endeavor to finalise the agreement. The issue of the percentage increase was front and centre of negotiations at this meeting however the company would not budge from their position of 2% per annum plus the \$1500 one-off bonus. The RTBU was prepared to negotiate its claim of 4% plus a \$1500 bonus per annum PN's intransience in not preparing to negotiate from their position means that further negotiations are untenable.

Meetings have therefore concluded.

The RTBU is unable to continue negotiations at this point in time. The RTBU will now seek direction from the Membership on moving forward.

Another Newsflash will be sent out shortly.

UNITED WE STAND