



# RTBU NSW

## NEWSFLASH

LOCO DIVISION

March 23, 2021

## PN Bulk & Coal Member Update

**Compassionate Leave – Recently** the RTBU NSW Locomotive Division ran a dispute over compassionate leave entitlements of the NSW Bulk Enterprise Agreement. One of our Coal Members questioned why Pacific National deducted three days sick leave as part of the five-day EA compassionate leave entitlement. When questioned, PN claimed employees were only entitled to two days, the same as the National Employment Standards and the other three days mentioned in the agreement could be deducted from any type of accumulated paid leave.

Fortunately, after being forced to escalate this matter to the General Manager's level, and after PN's Lawyers reviewed the matter, the company agreed that the entitlement of 5 days compassionate leave is a stand-alone leave entitlement. The company agreed to refund the member's sick leave and undertook to ensure any future claims are correctly deducted. They also agreed to review their policies and other EA's across their business to ensure members receive their correct leave entitlements.

**Coal Barracks Working** – As mining has expanded further in the Gunnedah and Mudgee / Bylong Valleys, more and more barracks working has been required. This has resulted in PN changing its working patterns and looking for every way they can exploit conditions of the Enterprise Agreement. Issues of contention that have been raised are;

- Information supplied to crew prior to Barracks Working including EA time frame requirements – EA Clauses C14.3 and C14.4
- Requirements for Rostering of the return journey x Barracks, and
  - a. The use of the Term "*Relief*" in such rostering effectively placing crews on standby at barracks
  - b. Sending crew by car from barracks to then do local work at or near the home location
  - c. Sending crew from barracks by car to work trains from another barracks location. eg. sending a crew from Gunnedah barracks via Cassilis to work a Ulan Train.

Conditions that have been in Enterprise Agreements dating back many years and that have never been an issue are now being challenged and examined by managers to see if they can exploit anything that is not 100% prescriptive in the agreement. These issues have all been raised at the Employee Representative Committee (ERC) and are being pursued by the Locomotive Division and your delegates.

As part of this working a dispute has been progressed by your Mudgee Delegate in relation to where PN have refused to pay the two-meal allowance entitlement for when a job Cancels out of barracks and changes to Home passenger. PN are claiming that being rostered as "*Relief*" means you had no rostered job and therefore the entitlement is not due. The Locomotive Division is currently preparing the case to

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take this matter to the Fair Work Commission for conciliation. Additionally, the parties have agreed to convene a small workshop to attempt resolution around the operational requirements mentioned above.

**Working After Eight Hours on Duty after Reaching Your Home Depot. Clause C8.2(g)** – After reaching agreement on this matter with previous management, It would appear PN have reneged on what was agreed and have again started using open ended wording on rosters / Job advices so as to give them more standby opportunity.

Agreement previously reached is that “When developing the Working Roster, PN will clearly articulate the required task” This means that your advice given for your next shift should be clear and concise.

eg. “Relieve UL 246 and transfer to Greta”. If the descriptor is clear, then if you have tipped your train at KCL and you reasonably have enough time to take it to Greta and get back to Port Waratah under your eleven-hour shift limit, then you are required to do so.

Open ended instructions such as just “Transfer” with no other detail should be challenged by members at the time of the Working Roster being issued.

As part of the workshop previously mentioned, the parties have also agreed to discuss,

- 1) The use of the term Transfer in rostering &
- 2) The meaning of Task and its use in rostering.

**New Greta Building** – With much fanfare, PN have now officially opened their new Hunter Valley Hub. While the building is a vast improvement from what was there previously, members have raised some small concerns around the fit out etc. These concerns have been passed on to the HSR. PN are required to ensure standards meet WHS requirements and as such, any further concerns should be raised with your HSR and or local delegate.

**Labor Hire** – While direct employment by Pacific National is preferred, unfortunately PN do not see it that way. After last week’s Morrison’s Government farcical *Omnibus bill*, the RTBU Locomotive division is again examining what can be done to ensure Pacific National limit Labor hire use to what it is intended for. At the same time, we are examining **how we can ensure our Labor hire members get treated fairly and are paid a decent wage**. Members will be updated shortly on future plans to achieve this. In the interim it is important that directly employed PN members, consider that **Labor Hire Co-workers are just like you**, someone working to make a living and provide for their family and they should be given the same respect and dignity that you would expect – take the opportunity to remind them to join the RTBU Locomotive Division so together we can build strength and unity and take management on so as to ensure full time employment for all members.

If members have any questions, please speak to your local delegate. Further updates will be provided when available. For all things loco, visit [locoexpress.com.au](http://locoexpress.com.au)

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