



# RTBU NSW LOCO DIVISION NEWSFLASH

February 14, 2022

## Negotiations for Replacement of the Pacific National Bulk Rail NSW Enterprise Agreement 2018.

Members would have seen Pacific National's recent separate communications to both Coal and Bulk employees on negotiations. While we can report that there were some basic commonalities expressed between the parties on wanting simplicity and one agreement, the reality was and is that so far, the discussions have proven frustrating.

Negotiating an enterprise agreement hinges on getting the scope and structure of the agreement sorted prior to talking about matters that will be included within the EA. As members would know, while PN tell us they want one EA, the factual and lawful reality is that **they issued two separate "NERR" Notices for two separate enterprise agreements**. They also stated from the outset they are considering four different options. (Reported in our last newsletter)

At the last meeting, Pacific National wanted the RTBU to provide its log of claims to them on the basis that they need to know our claims so as they can decide if a merged Part B and C is feasible for them. The RTBU was reluctant to provide the log of claims, not knowing into what agreement or agreements those claims would be included. Without knowing what we are actually bargaining for, we were concerned that to present our log of claims would possibly disadvantage members.

The RTBU pushed Pacific National on this concern and asked Pacific National as to why, if its preference is for one EA, did they issue two separate NERR's for two separate agreements? We also asked if their first preference is for one EA (their EA with a new "Part E" section for new employees tacked on to it), what is their second preference from their *four bucket* options? Other than stating Scope can be sorted at any time during negotiations, no answer was given. The RTBU rejected this contention, as the current scope and structure proposals made by Pacific National make it impossible to fairly present claims that apply to all four of Pacific National's proposals.

The RTBU again advised PN we are negotiating for one EA that covers all the classifications listed in the current agreement and that we want the parent company and its subsidiaries covered so as to protect your future employment. This is achieved by restricting PN from using its other companies to start competing businesses and transfer employees out of Enterprise Agreement covered corporations into the new businesses to erode your conditions, as they have done to the IPS employees.

**Our scope claim is** *"Pacific National, including Australian Logistics Acquisition Holdings Pty Limited (ACN 611 628 909) and each of its subsidiaries, and its employees engaged in the existing classifications in the Agreement in NSW."*

The RTBU did provide the company with some high-level principles underlying its claims; Simplicity, Work-Life Balance, Clarity and Job Security.

Pacific National responded to two of our claims stating it would not accept compulsorily arbitration in the enterprise agreement, nor will it even discuss including IPS employees in the agreement. The RTBU



# RTBU NSW LOCO DIVISION NEWSFLASH

Locomotive division made very clear to PN that we will not accept their 'Part E' proposal for new employees that will leave them with lesser conditions and undermine current employees who have fought for decades to achieve a balance.

While we would like to believe Pacific National is genuine in relation to looking at a merge of the train crew sections of the agreement and wanting to progress the negotiations in a reasonable manner, so far this has not been demonstrated. Members more than anyone understand the challenges the pandemic has put on all society, however PN agreed in the last EA to start negotiations 12 months out if we agreed to forgo the sunset clause. In good faith everyone agreed to do this, yet when the time came this didn't happen. We wrote to Pacific National to start talks but they didn't want to start until we could meet face to face. We wrote and asked if the company intended changing the scope of the agreement, PN responded they wanted to talk to the CEO and would come back to us. They didn't, and then issued two separate NERR's. In addition to all this, PN has;

1. restricted the number of delegates to attend the negotiations
2. initially refused to pay for the delegates accommodation
3. Insisted the meetings are held at various country locations in an effort to provide them with some "listening to employees" (This can only be considered as PR spin, as no arrangements have been made for employees to actually attend or be listened to)

While we will continue to bargain in good faith and work towards agreement on a path forward, if we do not see movement towards a more sensible and fair approach, we will need to consider options available to us through the Fair Work Commission.

**If PN are serious about their PNA then, it should be SAME JOB SAME PAY**

- Same pay for Labour Hire – Employ them directly
- Same Pay for IPS

## Join the Union

