

Rail, Tram and Bus Union



RTBU - PacNat Member's EBA 2005 Update *Newsflash!* 34

November 2, 2005.

REMEMBER TO VOTE, AND VOTE NO !

Key Differences Between the RTBU and PN Proposed Enterprise Agreement, 2005.

BELOW IS A BROAD OUTLINE OF THE KEY DIFFERENCES BETWEEN THE RTBU AND PN IN RELATION TO THE PROPOSED PACIFIC NATIONAL ENTERPRISE AGREEMENT, 2005. THERE ARE OTHER DIFFERENCES BETWEEN THE PROPOSALS AND MEMBERS ARE ASKED TO CAREFULLY READ THE COMPANY'S PROPOSALS. THE DEVIL IS IN THE DETAIL OF THE COMPANY'S PROPOSALS.

Salary Maintenance.

<u>RTBU Position</u>	<u>PN Position.</u>
The RTBU is seeking a clause based on the clause in the current Enterprise Agreement that allows for an employee who is classified to a lower level to have their current salary maintained, including future wage increases as applicable.	Pacific National is seeking a three tiered system to be applied to Salary Maintenance. ① Current employees who have already been subjected to being re-classified to a lower level will retain the rights as prescribed in the Salary Maintenance clause of the current Enterprise Agreement. ② Current employees at the date of certification of the new Agreement, who are then subsequently re-classified to a lower level will have their level at the date of certification defined as being the lowest level for payment purposes, including future wage increases applying to this level.

	<p>Ⓢ Employees who are employed after the date of certification of the new Agreement and who are subsequently re-classified to a lower level will be entitled to have the higher rate of pay maintained for a period of 12 months. After 12 months, these employees will cease to receive Salary Maintenance and will be paid according to the re-classified level.</p>
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Differences and Issues.

There are major differences between the parties regarding this clause. The RTBU has expressed concern to the company detailing the potential that this issue has to drive down the conditions of Pacific National members. It is no secret that the rail industry in general has an aging workforce. Because of the aging workforce, and the subsequent potential high turnover of employees, if the members were to agree to Pacific National’s proposal for salary maintenance, it would take no time at all for the majority of employees within the company who are re-classified, to be on the lowest of the three tiers proposed by Pacific National.

The company seems to have a view that as long it is the future employees who are affected the most, the RTBU should not be resistant. This is not the RTBU’s view. The RTBU has an obligation to current and future workers. That obligation includes the protection of hard fought and hard won conditions of employment.

Pacific National have stated several times that this is not an issue of cost for them, but rather an issue of philosophy. There will be few safeguards, if any, to prevent the company from re-classifying employees en-masse to suit their agenda, subject to the conditions applicable to members.

The Company’s position would treat trainees (in all classifications) at the time of certification as second class employees, as their minimum salary maintenance level would also be set at their training level at time of certification, not at the level they would eventually reach and employed to reach during the life of the agreement.

Members have recognised this as a critical issue for the Enterprise Agreement negotiations. Members have stated that they are not prepared to go backwards on this issue.

Classification Structures

<u>RTBU Position</u>	<u>PN Position.</u>
<p>Maintainers:</p> <p>The RTBU is arguing for all Maintainers, ex FreightCorp and ex National Rail Corporation, to be classified and paid for the work they perform at the same level. Currently the ex FreightCorp Maintainers are classified at level 6, while their counterparts at ex NRC locations are classified at level 10 for performing the same work. In some locations there is a mix of ex FreightCorp an ex NRC employees, performing exactly the same work at different rates of pay. The RTBU says this anomaly should be rectified by re-classifying all Maintainers to level 10.</p> <p>Terminal Operators:</p> <p>The RTBU is seeking recognition for the use of the Internal Transport Vehicle (ITV), (load shifting equipment utilised in Intermodal Terminals) as a</p>	<p>Maintainers:</p> <p>Pacific National are seeking to re-classify the position of all ‘Core’ Maintainers to level 8. Pacific National are seeking the new level 8 rate to apply to all ex FreightCorp Maintainers and all new employees.</p> <p>Terminal Operators:</p> <p>PN is of the view that the operation of the ITV is covered in the ‘core competencies’ required by</p>

<p>skill in its own right. The RTBU position is consistent with the review currently being undertaken by the Transport and Distribution Training (TDT) Board which has flagged its intention to recognise ITV operations as a unit of competency.</p> <p>Train Crew</p> <p>The RTBU is seeking the recognition of 4 Person Push/Pull Operations in the classification structure for Train Crew at (level 14). The RTBU has argued the skill involved in performing Push / Pull Operations is different to that of a 2 Person Mainline Driver, and that the current agreement provides for this payment.</p>	<p>Terminal Operators in Intermodal Terminals. Specifically, PN has indicated that they believe the operation of the ITV is covered by the competency relating to operating minor equipment.</p> <p>Train Crew:</p> <p>Pacific National have stated that in their view Push / Pull Operations is covered in the 2 Person Mainline Driver rate (level 12) and as such no additional payment is due.</p>
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General.

The RTBU is seeking to include a process in the Agreement which determines when an employee (irrespective of classification) is deemed to be performing a higher duty on a temporary basis and when the employee is performing duties on a permanent basis.

The RTBU says there needs to be a clear and transparent process in place so that all concerned can be aware of when an employee is entitled to apply to be permanently re-classified to the higher rate. The RTBU has suggested a process which relies on the employee performing the additional duty for a percentage of time before they can apply to be re-classified.

The RTBU is also seeking to have a definition for Driver only Shunt included within the Agreement. This has been an issue of dispute in a number of locations during the life of the current Agreement.

Remuneration & Term of Agreement

<u>RTBU Position</u>	<u>PN Position.</u>
<p>The RTBU is seeking a minimum 5% per annum wage increase for the life of the Agreement. In addition, the RTBU is seeking a further 2% following the first 6 months of the Agreement to be taken as either an increase to the company's Superannuation contribution or as an additional wage increase, at the employee's election.</p> <p>We are also seeking a 3 year agreement to allow for certainty, some form of normality and peace of mind for members / employees and the Company.</p>	<p>Pacific National has offered a 4% per annum wage increase for the life of the Agreement. Pacific National has stated that they will not move from this position.</p> <p>For the proposed single Agreement, covering all employees, and for the business division Agreements for Rural and Bulk, Intermodal and Operations Services, the Company is seeking the agreement(s) to expire on the 30th June 2007 irrespective of when agreement is reached. This would see us back at the table from the end of next year.</p> <p>For the business division Agreement for Coal the company is seeking for the Agreement to expire 3 years from the date of certification.</p>

Comment.

The RTBU has been up front about the quantity of the wage increase and term from the very beginning. Pacific National consistently delayed putting anything on the table.

Pacific National's tactic of singling out one division from the others in relation to the term of the Agreement(s) is a continued attempt to divide the membership in order to make it easier for the company to defeat the employees.

It must be remembered that earlier this year Pacific National announced a 9 month net after tax profit of \$78 million, a 39% increase from the previous 9 months.

Workers have delivered productivity and profits under the current collective agreement. But the return for their loyalty and dedication must not be job insecurity, erosion of conditions and wages and the contracting out of current collective agreement jobs.

The success of Pacific National is as a result of the efforts of members / employees and members should be entitled to benefit from the success of the company.

Questions.

If you have any questions regarding the Enterprise Agreement negotiations, please direct them to your local delegate. We will be conducting a national telephone conference of delegates next week. If you make your delegate aware of your questions they will be able to advise the RTBU on the telephone conference and they will be endeavoured to be answered in future editions of your *Newsflash!*

Further Information.

The RTBU will soon issue information sheets for members on various aspects of the process the company is putting in place for voting on an Enterprise Agreement. Delegates and Activists in particular will be furnished with all of the relevant information.

Further information on issues regarding the Enterprise Agreement negotiations please contact your local RTBU delegate, your respective RTBU State Branch or the National Office.

Newsflash!@Home.

If you would like to receive future EBA Newsflashes to your personal home email please email Greg Harvey at gharvey@rtbu-nat.asn.au with your name, your location, your classification and your email address and you will be added to the email list.

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