

Rail, Tram and Bus Union



RTBU – PacNat Member's Union Collective Agreement 2009 *Update Newsflash No 7* 19th June 2009

2nd Meeting with Pacific National

Members are advised that a meeting occurred today with Pacific National as previously advised in Newsflash No 6 with the purpose being to progress the Part A – Common Clauses.

Following our first meeting, Pacific National had provided the Union with an amended copy of their Part A document, which when compared with the Union document and your current clauses, was still far from acceptable.

Earlier this week the Union sent correspondence to Pacific National seeking the Company's formal position on their stated position regarding the following:

1. An 18 month wage freeze across all Business Groups.
2. Fundamental changes to current common conditions (Part A).
3. Major changes to Business Group specific current rostering and working conditions
4. No guarantee of job security

Additionally the RTBU seeks clarification, on Pacific National's intention regarding continued use of Appointment Agreements / Common Law contracts issued to Support employees who are already covered by a Union collective agreement. This matter was raised at the delegate's briefing/presentation held earlier this year at which you indicated a response would be provided to the RTBU.

In this correspondence the Company was also advised that *"the RTBU is of the view that a wage freeze is unjustified, and that our members have made it clear they do not see any need to make fundamental changes to Business Group specific rostering and working conditions nor the current common conditions"*.

The Company responded late yesterday afternoon as follows:

Further to your letter dated 16 June 2009, Pacific National (PN) outlined in detail, its position on the new Enterprise Agreement at the meeting on 27 May 2009, and it is on this basis that PN wishes to proceed with the negotiations. In terms of the specific issues raised in your letter, PN has the following specific comments:

1. Whilst PN's stated position is that there be no pay rises for a period of time, PN is prepared to discuss wage increases dependent upon the extent to which the RTBU accepts the revised drafting of the Part A common conditions and the operational flexibility (Part B) that each business unit achieves through the negotiation process. Any pay rise will be dependent on the economic circumstances unique to each PN Business.
2. At our last meeting, a number of concerns were raised by the RTBU during negotiations and conceded by PN and were reflected in the latest Part A document sent to the RTBU on 5 June 2009. PN looks forward to continuing to negotiate with the RTBU on this latest draft of the Part A document tomorrow – 19 June 2009.
3. In general terms, whilst I acknowledge PN is seeking changes to common conditions, the majority of the changes comprising PN's Part A document reflects our view that the Enterprise Agreement should be simple and contemporary. It is unhelpful to adopt a position which simply rejects Part A clauses simply because the drafting has taken a "fresh" approach.
4. With respect to Appointment Agreement/Common Law contracts, it is common business practice that employees would have additional terms and conditions sitting outside of any collective agreement by which they would be bound and PN will continue to offer such agreements where appropriate.

The RTBU also advised the Company that we not had conceded that their document would be used as the basis of any discussions and that we did not agree with their position that their Part A document simply reflected a “contemporary” and “fresh” approach. We also advised that we have no issue with making clause's less wordy as long as it does not change reduce current entitlements or conditions.

Following some “time out” the parties reconvened and agreed on the following:

1. The Company would provide further correspondence to the RTBU clarifying its position on wages,
2. Once received the RTBU would consider the Company's response and make a decision on whether to confirm any further meetings.
3. Should further meetings take place regarding the Part A – Common Clauses, we would work with both the RTBU and the Company's documents side by side and progress / compare each clause word by word.

Additional Newsflashes will be issued as developments occur, and that at the time of writing, no further meetings with the Company had been arranged.

Also it is important that we continue to get information about what the Company has put out and about saying (if anything) on what they are planning for any of the Business Group Agreements.

I ask that any such information be given / advised to your local delegate, State Branch and or emailed / faxed to the RTBU National Office. Copies of company newsletters, notes taken by you or individual members from Company held meetings etc should all be sent in. Even if we get the same information numerous times, that's better than not getting it at all, so you should assume we have not seen it nor do we know about it, and send it through.

Do not assume or expect that someone else has sent it to us.

I ask that you continue to support your Delegate and offer to assist them when needed as they represent you and your Union prior to, during and following the Campaign.

Newsflash!@Home.

If you would like to receive future information to your personal home email please email Bob Hayden at rbayden@rtbu-nat.asn.au with your name, your location, your classification and your email address and you will be added to the email list.

YOUR RIGHTS AT WORK..... WORTH FIGHTING FOR!!

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