



# RTBU

RAIL, TRAM & BUS UNION AUSTRALIA

# PN MEMBERS' EA INTERMODAL UPDATE NO.11

## **The negotiation process has reached an impasse on the issues of linehaul/duty cycle; DOO cab noise and wages.**

The RTBU met with the company on 17 October. There were additional delegates at the meeting from Perth, Port Augusta, Dimboola and Junee, apart from the usual negotiating team, in order to facilitate getting a resolution on the remaining issues. After discussing the possibility of coming to an agreement on the linehaul/duty cycle issue it became clear that the RTBU and the company are still wide apart in their views. We have reached an impasse on the outstanding items.

The status of the remaining issues is:

### **Linehaul/duty cycle**

- The RTBU told the company that what they had put on the table is unacceptable. The negotiating team has been attempting to find a way to have linehaul overtime paid regularly, as per our original claim. We have also been trying to resolve some of the issues around how undertime is dealt with in the duty cycle and seeking protections for better rostering practices as they relate to linehaul overtime. The company is sticking to what they took out on tour but the negotiating team, along with the additional delegates from Perth, Port Augusta, Dimboola and Junee, feels this does not adequately address the issues.

### **DOO clause changes, cab noise**

- The RTBU also told the company that we would not be going backwards on the decibel limitations currently in the Agreement, which are 81 db for a non vestibule type loco and 75 for a vestibule.
- This matter is seen by the company as an offset for the barracks agreement

### **Wages**

- The company is offering 4%, 4% and 4% but the union still seeks 5%, 5% and 5%

On another matter, we understand there has been discussion and analysis of the in principal barracks payment and that some depots are not completely satisfied with it. We will discuss this matter further on our delegates hook-up on Friday, but the company did indicate that they see this as a matter that will continue to be built on over the next few EAs.

As mentioned in last week's General Newsflash, the company is taking the RTBU to Fair Work Australia next week in an attempt to keep discussing the 5 outstanding matters and our alternate consultation clause (Drug & Alcohol; Fatigue Management; OHS reps; Discipline and Comms Monitoring). It seems a little strange that they want to make us go to the Commission on a matter about which their principal objection is the possibility of being taken to the Commission. We have attached the clause for your reference.

If you have any questions about the EA process, please contact the National Office on 02 9310 3966 or [pn@rtbu.org.au](mailto:pn@rtbu.org.au)

Your Negotiating Team.

(1) Within 6 months of the certification of this Agreement the parties will form Consultation Group. The purpose of the Consultation Group is to develop agreed policies in regards to each of the following Policy Matters:

- \* Fatigue Management
- \* Drug and Alcohol
- \* Discipline
- \* OH&S
- \* Communication Monitoring

(2) The consultation group will include an equal number of representatives from the Company and the Union. All decisions of the consultation group will be made by consensus and the decisions will be binding and apply as if they were written into this Agreement.

(3) The consultation group shall meet monthly and must have its first meeting within 6 months of the certification of this agreement.

(4) Prior to each meeting of the consultation group the Company shall do the following:

- a. Provide all relevant information about the Policy Matters to all members of the Consultation Group;
- b. Provide a proposal for each of the Policy Matters for consideration by the Consultation Group; and
- c. Provide written notice of the time, date and location of the meeting at least 7 days prior to the meeting to all members of the Consultation Group.

(5) The parties will reach agreement on an appropriate timeframe for creation of a policy for each of the Policy Matters. In the event that the agreed timeframe for consultation is going to be exceeded, any extension of time shall be by the agreement of all members of the Consultation Group. If there is no agreement for an extension either party may elect for the Policy Matters to be referred to conciliation and/or arbitration by FWA.

(3) Should the Consultation Group be unable to reach an agreement for a policy on one or more of the Policy Matters and 6 meetings have passed, then the Policy Matters must be referred to FWA for conciliation and where conciliation fails Arbitration.

(4) In conducting arbitration in accordance with this clause FWA's powers shall not be limited in any way by this Agreement. To be abundantly clear the purpose of arbitration shall be for FWA to determine the most appropriate policy or policies to cover the Policy Matters. Any ruling of FWA shall be binding on the parties and shall operate as a term/s of this Agreement.

(5)Where the Consultation Group reaches an agreement on a policy or policies for one or more of the Policy Matters this policy or policies shall operate as if they were included as a term/s of this Agreement.

(6) Once an agreement has been reached on a policy and/or there has been determination by FWA the parties will commence a process of information and education of Employees affect to ensure that all Employees covered by the policy understand the policy and have ready access to the policy.