



RTBU

RAIL, TRAM & BUS UNION AUSTRALIA

SPECIAL NEWSFLASH: LAY BACK

All members should be kept informed of the rights and conditions in their Enterprise Agreement. Your Union intends to educate members on a number of aspects of your work that we regularly get questions on. The first is on lay back.

What does your current Enterprise Agreement say?

If you are contacted by phone of an intent to lay back you must receive a revised sign-on time, you cannot be placed on-call as there is no provision for this within the current agreement.

If you agree to a lay back and the lay back is more than 3 hours the Company must pay you a penalty at a rate of 1.7. For example:

1. You are rostered to start work at 1400. You are called prior to your rostered sign-on time to ask you lay back until 1600. This is within the 3 hour window and so the company does not have to pay you the penalty, should you agree to lay back.
2. You are rostered to start work at 1400. You are called prior to your rostered sign-on time to ask you if you would consider being laid back until 2130, because your train will not arrive until this time. You agree and are paid at a penalty of 1.7 from 1700 to 2130.
3. You are rostered to start work at 1400. You are called prior to your rostered sign-on time to ask you if you would consider being laid back until 2130, because your train will not arrive until this time. You can refuse this request.

If you are not called prior to your sign-on time then you are entitled to turn up at your rostered sign-on time, as posted on your working roster.

Your union is advising you that you have the right to refuse to perform lay back beyond the 3 hour window, if you choose.

The current lay back limitations are in place to protect your health and safety by enabling you to manage your fatigue. The lay back terms can be found at Schedule 1, Clause 9 of your current Enterprise Agreement.

SCENARIO

You are rostered to start work at 1400 on, and this job has a 12 hour shift limit. As per your working roster, your scheduled running time is 11 hours and 20 minutes with a 20 minute sign-on and off time at either end.

You are not advised of the intent to lay back so you sign on as rostered at 1400.

When you get to work you are informed that the train will not be arriving until 1600.

You will need to consult with SDC to determine if the train will make it within the 12 hour shift limit. If not, the SDC will need to arrange relief for you to be signed off by the maximum shift limit, or you have the right to refuse to depart. If it is agreed that you are not working that train, you are required to work as directed within the skills and competencies of the original rostered shift. If you are not required to work, and are sent home, all of the rostered hours must go to your duty cycle.

Alternatively, the company can propose a coach along with a 3rd or possibly a 4th person, and should you agree, the shift limit can then be extended to the applicable maximum shift limit length to enable the train to run to its destination.

On the other hand, if you are advised that your train will make the 12 hour shift limit, but during the trip you realise this will not happen then you need to ring SDC as early as possible to request relief.

A 12 hour shift limit means you need to be signed-off during this time, or relieved to make sure you are signed-off within the 12 hour limit. This is stipulated in clause 4.1 (Maximum Shift Lengths) in your current Agreement.

If you have any questions about this matter you can call the National Office on 02 8203 6094 or email jrobertson@rtbu.org.au.

This special bulletin is endorsed by Allan Barden and Bob Hayden, and has been approved by the RTBU's National Legal Officer.



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