



August 27, 2021

## Member - Aurizon EA Negotiation Update No 5

### Day 7

Yesterday your Locomotive Division negotiating team met with Aurizon for EA Bargaining meeting no 7. This meeting focused on discussion around Roster E and clause 27 Shift Limits with further discussions be held on Part 3 Hours of Work and Related Matters.

#### ROSTER E & CLAUSE 27 SHIFT LIMITS

Aurizon put forward a proposal to increase shift limits within Clause 27 for ALL Depots and additionally had the view that the increased shift limits were required for Hunter Vally Depots if Roster Option 3 was preferred.

The changes proposed would:

- Remove the wording of "**Non-Route Qualified Mainline Driver**" from the table which would then move this 11-hour limit to 12 hours under Mainline Driver + Mainline Driver.
- Increase the "**Distributed Power operation of 1 Route- Distributed Power Qualified Mainline Driver + 1 Non-Route Qualified Mainline Driver**" shift limit to 12 hours.

The Company also proposed to remove the following:

- The restriction for when signing on between 1501 – 0359 Hours of 10 Hours.
- The "**limitations of Shunting, Provisioning, Roll-By, & Dump Station Door Inspector for 10 hours**" for Hunter Valley Depots only.

Your negotiating team expressed concerns to the removal of these limitations due to nature of the tasks that they covered and that there appears to be no basis for the increase or removal of any of the shift limits as.

We have requested that Mayfield depot be resurveyed regarding the proposed Roster E, inclusive of the Barracks allocation to identify if there is still a consensus within the depot for Roster E as the latest draft roster which includes barracks allocation fails to deliver the 50% of weekends off.

#### Your Negotiating Team also proposed / raised the following:

##### ❖ ROSTER CYCLE

Wording as protection for the "**Roster Duty Cycle**". - **Where a roster is implemented which has 14 appearances (shifts) at work per 4-week roster cycle then the roster cycle hours will be changed to 152 hours for a 4-week roster cycle. Any variation to these conditions then the cycle hours will revert to as per 21.2.1 above.** This is agreed in principle and will protect the current roster cycle of 76 hours should any new proposed roster require a longer duty Cycle as once that roster is altered then the cycle reverts back to 76 hours.



## ❖ BLANK LINE ZONE ROSTERING

Wording in an attempt to rectify current issues concerning advice on allocation of work with the posting of the working roster.

**23.1** For blank line zone rostering, the company has responsibility for posting and notification, of the working roster to confirm the allocation of work and sign on time for each employee, by no later than 1600 hours each day. The working roster will contain advice for at least the following shift/s up to 0800 hours the subsequent day including Barracks working and the advice of both the forward and return journeys. Where advice is not provided by 1600 or including the employee not appearing on a roster posted by 1600, the shift shall be counted as a cancelled shift or paid at overtime by mutual agreement.

The company have not agreed to the above and further discussion will occur.

## ❖ LIFT UP / LAY BACK

A proposed sub-clause due to member feedback from the survey prior to the beginning of negotiations which highlighted Lift up / Lay Back as a major concern. The proposed sub-clauses are below:

**24.1.** Lay back is the process of having employees, when advised, start their shift later than originally rostered. The company may lay back an employee to a maximum of One (1) hour at the employees Home Depot and two (2) hours at a barracks location from the original rostered time for the shift. Any alteration to the original posted time will be paid as a standalone payment paid at base remuneration. Where the Lay back occurs to have the employees sign on outside of their original rostered zone the duration of the move will be paid as a standalone overtime payment.

**24.2.** Lift up is the process of having employees, when advised, start their shift earlier than originally rostered. The company may lift up an employee to a maximum of One (1) hour at the employees Home Depot and two (2) hours at a barracks location from the original rostered time for the shift. Any alteration to the original posted time will be paid as a standalone payment paid at base remuneration. Where the lift up occurs to have the employees sign on outside of their original rostered zone the duration of the move will be paid as a standalone overtime payment.

**24.5** Should an employee agree to a lift up/lay back outside the conditions agreed above (i.e. 1 hr at Home Depot and 2 Hrs at Barracks location), the employee is to be paid the extra hours at the Standalone Overtime rate. For example, an employee agrees to be laid back 4 hours at Barracks, the employee will be paid 2 hours at the Standalone Overtime Rate. If an employee agrees to be lifted up **AND** laid back excessively for the same shift both moves are paid at the standalone overtime rate minus the one hour allowed lift to up / lay back. For example, an employee is lifted up 3hrs then laid back 2hrs an employee would be paid 4 hours at the standalone overtime rate.

**24.6** At Home Depot crews will be advised within the personal call period specified by each employee



for the purpose of notifying the employee of their sign on time. The responsibility for final shift notification will solely fall on the company.

- (i) Any employee not wishing to receive a personal call will remain on the no call list and will turn up for duty at the posted sign on time and will not be contacted unless for the purposes of lift and lay back.

**24.7** At Barracks locations crews will be advised within the personal call period specified by each employee for the purpose of notifying the employee of their sign on time. The responsibility for final shift notification will solely fall on the company. These times can be different. All employees will notify, upon sign off of the previous shift, of their call period.

#### ❖ **ROSTERED WEEKENDS OFF**

A proposed sub-clause to ensure the understanding of if a roster is implemented under the 76-hour duty cycle there will be entitlement to a minimum of every third weekend off, if a roster cycle of 152-hours is implemented then the entitlement will be a minimum of 50% weekends off.

This requires further discussion at the next meeting.

#### ❖ **REST BREAKS**

This clause generated a huge debate around the current entitlement to a rest break (Meal Break) during a shift and the ramifications of not being able to have a meal break at an opportune time within the shift and its impact on fatigue and the safety. Your negotiating team put the following proposal should a rest break not be provided, although this is not our preferred outcome due to the Company automatically paying the allowance and never providing a rest mail break during the shift thus impacting on fatigue and safety.

**32.3** If the employee does not receive a paid rest break of not less than thirty (30) minutes during their shift then they will be entitled to receive one (1) Shift Meal Allowance as per clause 56.4 of \$XX.XX.

## **LEAVE CLAUSES**

In-principal agreement has been reached on the following clauses:

- Military leave- give access to a Public Holiday for returned or current service personal to attend ANZAC DAY celebrations.
- Family and Domestic Violence Leave- words in clause to reflect 10 days paid leave and names Aurizon policy.
- Trauma Leave- increase to 5 days paid leave and have proposed to remove the words in the current clause 44.1 of "*is in charge of a train*"

44.1. This clause refers to circumstances where an employee/s covered by this Agreement is involved in a serious accident or incident while at work, that results in an injury or fatality to another party or parties, or is involved in a near miss.



- 44.2. In the event of a near miss the Company shall make every effort to relieve the employee/s at the employee/s request.
- 44.3. Where a fatality, **serious accident, or incident** occurs the Company will:
- 44.3.1. Ensure the employee/s is replaced on the day concerned by a suitably qualified employee.
  - 44.3.2. Provide the employee/s with transport to their home or their home base, as elected by the employee/s; and
  - 44.3.3. Provide the employee/s with up to five days paid leave to receive psychological counselling from a qualified practitioner.

We are still negotiating other leave clause proposals and will advise as these clauses progress.

Our next Enterprise Agreement negotiations are planned to take place next Wednesday 1<sup>st</sup> and 2<sup>nd</sup> September 2021.

Members will continue to be advised as negotiations progress. If you have any questions, please contact your local rep or your Locomotive Division Organiser via mobile or email.

**If You are not a member? Then join today! Become an RTBU Locomotive Division member. If you have any questions, please contact your local Delegate or the RTBU Head Office on (02) 9264 3400 [www.locoexpress.com.au](http://www.locoexpress.com.au) or [www.rtbu-nsw.asn.au](http://www.rtbu-nsw.asn.au).**