



# RTBU NSW

## NEWSFLASH

LOCO DIVISION

November 23, 2018

## Southern Shorthaul Railway – EA Update

The NSW Locomotive Division met with SSR Management Thursday 15/11 after SSR Management formally replied to members concerns from our last meeting held on the 30th October 2018.

There were a number of items discussed during this meeting most of which are still not resolved and remain outstanding. We are awaiting confirmation on some items with a request from the Locomotive Division to hold another meeting within 2 weeks to discuss and try and finalise all items:-

### Item 1 – Duty-Free Period

It was agreed that the company would pay standalone overtime on all hours worked past 0000; however, we are still waiting for the Company to respond to our position that working past 0000 into a book-off day is only by mutual agreement.

The Locomotive Division is adamant that members can only work past 0000 into a DFP by mutual agreement and all time after 0000 will attract standalone over time. If a member agrees to work into a DFP, overtime is payable on hours worked past 0000 and the Duty-Free period will commence from when you sign-off.

The company has since said they want the flexibility to roster people before 0600 when coming back from a DFP – this is the **opposite** of what members said that they wanted or would agree to. The Locomotive Division has asked the company why they are only now putting an additional claim/item on the table, and have made it clear that should the Company persist with this new claim we will not be supporting the Agreement if the Company once again puts their agreement out for a vote.

### Item 2 – Allocation of DFP's

At this stage, the proposed Company EA is stating that members must give 6 weeks' notice in order to take the 4<sup>th</sup> DFP that has not been rostered. The company has failed to address what the substantive changes to this clause are and as such, the Locomotive Division cannot accept the proposed wording or facilitate a proper discussion around this matter until such time as we know what the company is proposing.

### Item 3 – Duty Cycle

The company sent through a proposal to assist with Work/Life balance of the 6-month Duty Cycle. The company's proposal is that a full-time employee can elect to go part-time with a duty cycle of only 722hrs for 26 weeks instead of the 988hr 26 week Duty Cycle. The Locomotive Division doesn't see the company's proposed solution as fixing the actual issue, which is the length of the duty cycle. As such, the Locomotive Division cannot accept the proposed wording. There is already the ability of any member to convert from Full Time to Part-Time under the current Enterprise Agreement. Members have made it clear any new agreement must have a significantly reduced Duty Cycle.

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#### **Item 4 – Pay Increase**

The Locomotive Division has made it very clear that one of the major issues members had with the Agreement, and why it was voted down, was the inadequate pay offer. This was particularly an issue because members have already foregone two pay increases over the life of the current Agreement. The company has claimed that they cannot afford to offer more than what has already been put on the table without having to “consider the number of excess employees”. This is clearly intended to scare members into accepting a dodgy deal.

The Locomotive Division has stated that we saw the company’s communications to their employees to be a threat that redundancies will happen if members continue to push for a fair pay increase. This was labeled by the company not as a threat, but as the ‘ugly’ reality of businesses.

The company may offer an additional lump sum payment. They advised they will discuss with management what the current value of the lump sum payment (one off payments) is in light of the fact that these were not calculated as accruing onto the base rate of pay. We await SSR’s response to this issue.

#### **Item 5 – Termination and Duty Cycle (Pro Rata)**

The company has rejected your claim to have a pro-rata Duty Cycle applied when an employee is terminated (either by SSR or of their own volition) during the Duty Cycle. This could have a potential disadvantage depending on the hours worked in the duty cycle in which a member could be ahead of the Duty Cycle, but the company will only pay normal hours when the termination occurs.

#### **Item 6 – Trauma Leave**

The company has agreed to change from 2 days off to 5 days.

#### **Item 7 – Overtime Rates**

The company’s position is that the overtime rates are as specified within Table 16.3, are generous and that they are not prepared to move from that position.

#### **Item 8 – Car Option**

The company has maintained that there is no possible way to depart from the current position as employees are paid out upon termination at the rate of pay you were paid/employed at the time of any termination.

Once we receive SSR’s response on the outstanding items, we will seek the feedback of the members so as to decide what our next steps will be.

Not a member? Join today! If you have any questions, please contact the RTBU Locomotive Division on (02) 9264 3400.