



August 23, 2021

## RTBU Member - Aurizon EA Negotiation Update No 4

### Day 5 & 6 Meetings

This week your Locomotive Division negotiating team met with Aurizon for EA bargaining meetings 5 & 6. These meetings focused on further discussion and clarification of each party's position on outstanding leave clauses previously discussed.

Loco Division representatives received a presentation from Payroll Manager, Jillian Blayney, who explained the current way leave is accrued, and how leave deductions apply.

Discussions were held regarding the proposed "Roster E" concept that came out of the Shift Work Solutions review and the recent employee survey. Your Locomotive Division representatives highlighted that the survey was conducted on a baseline roster that looked appealing on face value but did not contain any barracks working which could substantially alter the roster, particularly for the Mayfield Depot. Your Loco Division representatives proposed another survey be undertaken to assess an altered roster containing the full barracks working indicators, to gauge the feeling of the members.

It is important for Members to consider that proposed changes to rostering conditions, such as altering the current 76-hour Roster Cycle, would necessitate a change to current Enterprise Agreement clauses. Any change must be supported by a majority of Members.

While consideration is being given to rostering proposals that may require changes to current conditions to achieve an improved roster, Locomotive Division representatives proposed a draft clause to ensure the roster can revert to the current 76-hour Duty Cycle should the proposed roster change.

A potential change to the practice of rostering an "X Day" following a rostered day off was also suggested. This proposal will be considered by all parties.

Discussions were also held regarding the current shift limits within the Enterprise Agreement, and if there were any changes required to facilitate an increase of the average shift length from 9.5 hours to the proposed 10.9 hours. Locomotive Division representatives enforced that any changes must comply with the Rail Safety National Law regulations, specifically schedule 2.

#### **Clause 38. Annual Leave Conditions.**

This clause has been parked to allow for further consideration of the roster structure, average shift lengths, and leave deductions.

#### **Clause 41. Public Holidays**

Your Union Representatives proposed a draft clause to enable an employee to bank a Public Holiday payment of 7.6 hours to allow for a Day in Lieu (DIL) to be accessed at a later date. Aurizon have accepted the DIL process but are currently suggesting the DIL would only apply when an employee works on a public holiday. Further discussions will continue.



**Day In Lieu – Agreed in principle:**

Employees who are rostered to work on a public holiday, and actually work, may elect to bank a Day in Lieu instead of receiving a standalone payment of 7.6 hours. The Day in Lieu must be taken within 12 months of that public holiday.

**Payout of Day in Lieu Bank – Agreed in principle:**

Any unused DIL's will be paid out at the time of the cessation of your employment.

**Day in Lieu when rostered off – Not agreed – further discussion required and parked.**

Locomotive Division representatives proposed the ability to bank a DIL instead of receiving the 7.6 hours standalone payment when an employee is rostered off on a public holiday.

Your Loco Division team proposed the above as shift workers are entitled to a minimum of 104 RDO's and 11 Public Holidays each year. When a Public Holiday falls on a Rostered Day Off we believe the Rostered Day Off stands first. By banking a DIL, Members have the ability to enjoy the public holiday with family at a later date.

**Rostered to Work but is Not Required to work or cancelled shift. – Aurizon Considering**

Loco Division representatives proposed the following clause where an employee is rostered to work, but not required to work, or has the shift cancelled on a public holiday:

- (1) If less than 7 days' notice is given, a payment of minimum shift length at 150%- and 7.6-hours standalone payment or the option to bank a DIL. The minimum shift hours are counted as part of the roster cycle.
- (2) If sufficient notice of 7 days is given, then the employee will be eligible for 7.6 hours Standalone payment paid, with no option to a DIL.

Aurizon have indicated that they can agree the 7.6 hours standalone payment would apply to an employee who was rostered to work and is not required to work. Aurizon are still considering the cancelled shift and DIL option.

**Clause 42. Personal / Carers Leave – Evidence Requirements- Not Agreed**

RTBU representatives proposed the following:

An employee must, if required by the Company, provide evidence that would satisfy a reasonable person that the absence from work is for a reason specified in this clause which exceed three consecutive working days. After using 13 personal / carers leave days, the Company may request evidence for an absence of less than three days if there are reasonable grounds for concern that the personal / carers leave taken by the employee is not genuine.

When the company believes that an employees' personal / carers leave is not genuine, allegations must be given in writing and 24hrs notice of any meeting, as per clause 12 Disciplinary matters.

We again requested Aurizon consider our proposal to "pay out" the balance of personal leave on cessation of employment. Aurizon were unable to agree. Your bargaining team requested Aurizon to consider a "pay out" of 90%. Aurizon will consider and advise at the next meeting.

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### Part 3 Hours of Work and related Matters – Aurizon considering

RTBU representatives sent thru a comprehensive clause for part 3 with the following things for discussion:

#### 23 Blank Line Zone Rostering – proposed additions in red.

**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.**

#### 24 Lift Up / Lay back - proposed additional sentence's in blue.

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 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 not 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.

26.7 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.

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).**