



RTBU NSW LOCO DIVISION NEWSFLASH

6 October 2021

MEMBERS – Railtrain - Shuttle Services

A message to RSS Members regarding their EA

12 November 2021 Update: This article was original published on 6 October 2021 with a number of factual inaccuracies that have been corrected below. Members will note the comments in bold font regarding the corrections made.

Whilst RSS may think Good Faith Bargaining has been exhausted, your RTBU NSW Locomotive Division Negotiating Team does not and are still prepared to negotiate a reasonable agreement that you are happy with. Despite this Railtrain has once again decided to take their RSS Enterprise Agreement to a vote.

RSS sent out a “Company Message” on the 1st October 2021, outlining what RSS believes has been an exhausted process. Whilst some progress has been made, bargaining has only just scratched the surface with both parties still having outstanding items/issues to work through. It is also very disappointing that RSS has made changes to their draft Enterprise Agreement that’s now out for a vote without agreement from your EA Delegates nor the RTBU NSW Locomotive Division.

The “Company Message” mentions several key features of the Proposed Enterprise Agreement, which we discuss below in more detail.

- *Rate increase based on 1.5% or WPI whichever is the greater*

This is the lowest pay increase within the NSW Rail Industry. Regarding the rates of pay for those who don’t select Appendix 2, see the below comparison of rates

Award Classification	Rail Award Ordinary Hourly Rate when not on Annual Leave	Award Rate when employee is on Annual Leave (includes a 20% Annual Leave Loading for shift workers prescribed under the Award)	RSS Proposed Flat Hourly Rate for ordinary hours of work and periods of annual leave which compensate employees for their entitlement to annual leave loading within each hour of work
Level 2 Rail Worker (Op)	\$21.62	\$25.94	\$22.05

12/11 Note: The information originally presented in this table on 6 October 2021, and the commentary discussing it, was incorrect and reflected higher award rates (\$22.00 and \$26.40) than what applies (\$21.62 and \$25.94). On this basis, the original article did not acknowledge that the

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hourly rate of pay proposed by RSS results in employees being paid 1.4 cents per hour more than they would be entitled to under the Award over the course of a year

Under the rates proposed by RSS, a RSS Level 1 employee working full-time hours (1976) with no penalty shifts can expect to earn \$43,570.80 per year before tax.

Under the Award an employee (assuming they took all their annual leave) would earn \$43,541.92 before tax for the same work in the same period.

That means RSS Level 1 employees, in this example, are only \$28.88 per year better off under the proposed RSS rates, which is less than 2c per hour worked.

12/11 Note: The Union deleted a comment relating to the classification levels Rail Shuttle Services has adopted in the enterprise agreement on the basis that those comments were misleading.

- *Minimum of 7.6 hours engagement for casual employees on a shift in the master roster*

RSS has inserted this without agreement with your EA Delegates and the RTBU NSW Locomotive Division to entice the Casual Employees to vote for the Agreement. We welcome the commitment but note there is no minimum shift payment for any Full Time Employees. RSS remained uncommitted to this idea at the last bargaining meeting, however, have now made the concession and did not notify the RTBU of this commitment until after they put the Agreement out to a vote.

- *Inclusion of flat rates for the permanent employees in Appendix 2*

This rate is less than what is currently in your Individual Contracts. This '*loaded up flat rate*' is still well-below the base rates of other rail providers, including Pacific National who owns the depot from which RSS intends to operate, and the base rates of other rail providers which are also subject to loading and allowances.

- *Payment of a \$1500 sign on bonus for casual employees*

This one-off payment has not been agreed to by your Locomotive Division EA Negotiating Team and is a blatant example of purchasing the votes of Casual Employees. We would rather see that \$1,500 distributed to employees through ongoing higher rates of pay.

- *A 3-year duration with a commitment to commence bargaining within 6 months of the expiry date*

Again, agreement has not been reached by your EA Negotiating Team on the length of the Enterprise Agreement due to so many outstanding issues, in particular the low starting rate and subsequent small yearly increases.

- *Retrospective adjustment on base rates back to 2 August for nominated casuals*

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Another incentive to sway current Casual Employees, and no equivalent clause for Full Time Employees.

- *Ability of nominated casuals to seek casual conversion after 6 months rather than 12 months*

While this may sound good, there is no guarantee of any conversion from Casual to Permanent Full Time/Part Time employment. Elsewhere in Railtrain's business, casual employees with up to nearly 5 years of service recently received a letter denying them casual conversion due to the *business' needs*. Casual conversion is an empty promise. RSS had mentioned that they would like 70% of employees to be Full Time but will not commit that in writing within the Enterprise Agreement, so we have our doubts as to whether casuals will see any conversion to permanent roles.

- *Allowance for Push/pull work*

This has not been fully agreed to due to the overall low wage and other outstanding issues.

- *Inclusion of Higher Duties clause*

This clause is inappropriate since there is no automatic progression to a Locomotive Driver. You will be trained and qualified but will only get a start when someone is not available or when a vacancy is available. In other Enterprise Agreements, once you are qualified, you move into the relevant classification and are paid accordingly.

- *An expanded Stand down clause*

12/11 Note: The information originally presented under this heading was incorrect, a Stand Down clause is not required in every Enterprise Agreement as was previously asserted. As such this paragraph has been amended.

A Stand Down clause may be included in an Enterprise Agreement, but if there is no Stand Down clause the basic stand down provisions provided by s 524 of the *Fair Work Act 2009* will apply. Your Locomotive Division EA Negotiating Team have been successful in bargaining for inclusion of a Stand Down clause which provides additional protections..

- *Inclusion of a Job Share clause*

Your Locomotive Division EA Negotiating Team have been successful in bargaining for an inclusion of a job share clause.

- *Inclusion of a Lift up/Lay back clause*

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This clause has been discussed in much detail, and your Locomotive Division EA Negotiating Team has been successful in bargaining for its inclusion, however this represents just one clause of an entire Enterprise Agreement.

- *Inclusion of rostering guidelines provision*

The negotiating team has fought hard to have meaningful rostering provisions included in this Agreement; progress has been made but there remain many outstanding and necessary rostering conditions to bring it in line with NSW industry standards. For example, RDOs are only 30hrs from sign off, meaning you could finish a shift at 0005hrs today and be back on at 0605hrs the next day. Getting up at 3 or 4 in the morning to go to work, is not a full night in bed, nor a complete day with your family. Rostering conditions are what Train Crew and Terminal Operators live and breathe in the rail industry, and you deserve better than what's been offered by Rail Shuttle Services. There are many rostering provisions that RSS will not put into your Enterprise Agreement.

- *15 days for personal/carers/compassionate leave*

12/11 Note: The information originally presented under this heading was incomplete, and has been amended to reflect that clause 5.2 of the Enterprise Agreement would operate so that no full time employee could receive less than 10 days of personal leave at a minimum.

Personal leave and compassionate leave are combined in this proposed Agreement. Under the *Fair Work Act* they are separate entitlements meaning, as a minimum, full time employees are entitled to 10 days of personal/carer's leave and 2 days of compassionate leave on each occasion compassionate leave is required, which can be on more than one occasion in a year. Under the Proposed Agreement, if the clause was followed as written, some employees would find themselves with less than 10 days' personal leave but for the operation of clause 5.2, as days can be exhausted on compassionate leave.

Employees should not have to rely on an interaction provision within an Enterprise Agreement to ensure they are receiving their minimum lawful entitlements.

- *Inclusion of Trauma Leave – up to 2 days per occasion*

Trauma leave is just that. An employee directly involved in a fatal or serious accident will only be paid up to 2 days and any additional paid trauma leave is at the discretion of the site manager with no guarantees. It should be decided by a doctor if you are fit to return, not a manager.

- *1.5 overtime starts after 2 hours and not 3 hours*

This is for employees who don't select Appendix 2 or are a Casual Employee and are receiving the lowest wages within the Rail Industry.

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- *Commitment to vary Domestic Violence Leave should NES be changed*

This is no commitment at all. The NES are the minimum standards under the Fair Work Act. If the NES changed to include DVL and Railtrain did not, they would be in breach of the law for not meeting the minimum employments standards.

- *Inclusion of an expanded Grievance/Dispute Settlement clause*

This has not been agreed to by your Locomotive Division EA Negotiating Team and was still being worked on.

- *Inclusion of clause on Disciplinary guidelines*

Critically, there is nothing in this clause for you that outlines what must occur, or what process is in place to ensure disciplinary action is dealt with fairly, or if you get paid while stood down during an investigation.

- *Classification structure includes a DUI classification level*

While RSS has included this within the classification structure, there is no guarantee that you will progress to this level even though you might be qualified.

- *Automatic progression from Level 1 to either Level 2 or 3.*

No automatic progression to level 4 or above.

RSS has divided the Full Time and Casual workforce, your fellow workmates into 2 separate pay streams. The person working next to you could be on a higher rate of pay than you but doing the same work.

Your delegates and Union do not Support RSS's Proposed Agreement

We say SAME WORK – SAME PAY.

VOTE NO

If you require any assistance in voting or wish to discuss the proposed EA, please call Kevin Pryor on 0417 105 356 – kpryor@rtbu-nsw.asn.au

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