



RTBU NSW LOCO DIVISION NEWSFLASH

14 December 2023

AURIZON BULK AND CONTAINERISED FREIGHT EA UPDATE NO. 12

Your Locomotive Division EA Negotiating Team met with Aurizon Bulk EA representatives on 11 and 12 December 2023 in the RTBU Newcastle Office.

Following the recent member engagement online feedback sessions, members provided the Negotiating Team clear direction as to what we were to raise at the negotiating table. It quickly became evident that Aurizon was unwilling to accept, or even consider many positions, and the explanations provided were inconsistent with previous positions.

From the commencement of bargaining, your representatives have been committed to advancing the position of members at Aurizon while being respectful and considering the company's position on the various claims. Whilst this has resulted in alignment on most issues, the parties remain apart on a number of the Company's controversial claims.

Discussions on the first day centered around attempting to reach agreement on outstanding clauses. After some amended wording was agreed, **the following clauses have been Agreed in Principle:**

Temporary Transfer Clause

Includes ability for employee to elect to arrange own accommodation.
Reflected limit of ATO claim for expenses for Temp Transfer payment.

Disciplinary Matters

Agreed on procedure – pending acceptance of other clauses.

Disciplinary Outcome

Agreed on procedure. – pending acceptance of other clauses.

Redundancy

Agreed on maximum amount payable – 52 weeks.
Included a clause Minimizing / Avoiding Involuntary Redundancy.
Ensuring no Forced relocation.

Remuneration

Removing Flexible working arrangements to reflect remuneration clause.
Insertion of Annual Wage increases and % once agreed upon.

Allowances

Removal of 15 minutes from Excessive Shift Length Meal Allowance.
Removal of requirement of employee to report of why shift length breach occurring.

Shift Limits

Rostered Shunting and /or provisioning shifts, Roll- By only shifts – 10 hours from 11 hours.
Agreed

Qualified Driver & Non-Route Qualified Driver – 11 hours from 12 hours- **Not Agreed**

Payment for use of Employee's own motor vehicle when required to sign on/off at another sign / sign off point.

Removal of clause – no other sign on / off points other than Home Location.

Home Location (Clause 40.1)

Delete the words “*your sign-on location may change in line with Company requirements. Where the direction to start and/or finish work at a location increases the time ordinarily taken by the employee to travel to and from home such increased travel time must be reasonable*” and reword clause to say, Employees will start and finish at a location specified by the company. Agreed

Removal of Moorebank in Established Home Locations – **Not Agreed**

Rostered Weekends Off

Rostered weekends 1 in 4 for all.

1 in 3 in Bulk depots currently containing 1 in 3 at no additional cost.

Start at 0000 Saturday to 0600 Monday.

Not rostered later than 1200 hours.

Cannot be laid back beyond 1200 hours.

If work past 2000 hours – a 2-hour payment stand alone.

If work past 0000 hours -hours worked at stand-alone overtime – receive an additional day off at your discretion.

OUTSTANDING MATTERS

While the Negotiating Teram acknowledge positive movement on the above matters, the following clauses are outstanding and not agreed:

DOUBLE BOOK OFF (Clause 10)

The RTBU will not agree to any condition that sees industry standards taken back decades. Despite individual interest, this type of working is detrimental for our industry and unsustainable in the context of establishing viable and secure depots in NSW and Victoria, especially in rural areas/locations. The Locomotive Division worked hard to develop arrangements that met the company's stated needs while providing security for members through a proposed Short-Term Temporary Transfer clause. Despite this proposal being very workable, Aurizon are unwilling to agree. It appears clear that Aurizon were not honest in their approach as they are now campaigning for no protections for members/employees. – **Not Agreed**

INDIVIDUAL FLEXIBILITY ARRANGMENT (Clause 8)

During negotiations, and up to July 2023, the agreed clause reflected the Fair Work Model Clause, with only five matters allowed to be varied under an IFA. These were:

- Arrangements for when work is performed.
- Overtime rates.
- Penalty rates
- Allowances.
- Leave Loading.

However, when Aurizon took the EA out to vote in July 2023, the IFA clause was changed to allow the variation of **ANY Clause** of the Agreement except:

- Title.
- Who is covered by this agreement.
- Date & Period of Operation.
- Relationship to Awards, other Enterprise Agreements and the NES.
- Definition and Interpretations.

This provides Aurizon the ability to persuade employees to vary any clause in the EA and decimate hard fought conditions and make the EA meaningless and a blank piece of paper. – **Not Agreed**

PUBLIC HOLIDAY (Clause 45)

In line with all conditions of working on a Public Holiday we have sought a payment of 7.6 base Hours when a Rostered Day off falls on a Public Holiday.

Your Negotiating Team has sought to clarify the words ‘**is rostered off**’ in clause 45.3. If these words do not mean when rostered off, then clause 45.4 needs to be amended to say “**will receive an additional payment**” in line with the industry standard. – **Not Agreed**

NEXT STEPS – IT’S YOUR EA SO HAVE YOUR SAY

Your RTBU NSW Locomotive Division Negotiating Team will be seeking feedback from members on the current state of play of the Enterprise Agreement in person with depot tours early in the new year.

Please ensure your details are up to date with the NSW Locomotive Division

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Not a member, then join today or if you have any questions about joining, please contact the NSW RTBU Head Office on (02) 9264 3400.

