



RTBU NSW

NEWSFLASH

LOCO DIVISION

May 9, 2023

QUBE Members Enterprise Agreement Update

Your bargaining representatives met with QUBE management last Thursday to continue negotiating your Enterprise Agreement. This meeting was the most productive so far.

The meeting began with your bargaining representatives questioning QUBE Management about the changes made to your EA without any discussion or agreement from your EA team. While some of these changes may have been acceptable, attempting to slip them through without proper consultation and approval is wholly unacceptable. Despite the motives behind these changes, your delegates held management accountable and ensured that the original clauses were reinstated.

Next, your EA Delegate Team addressed certain issues to make the EA more specific and clearer. Some of the changes discussed are as follows:

- Clause 7.2 insert “Permanent” before Fulltime – accepted.
- Clause 20.9(d)(i) insert “The period of absence” exceeds 3 working days – accepted.
- Clause 20.9(f) insert “If a QUBE Logistics (Rail)Company manager doubts on reasonable grounds” – accepted.
- Clause 20.14 insert “paid leave, which is separate from any other leave within this agreement”, will be provided until an arrangement can be made to PARTICIPATE in an assessment by the company nominated Medical Counsellor – accepted.
- Clause 31.2 – removal of subclause (b) when it states that additional time over your rostered shift goes towards the Duty Cycle. Currently all-time worked beyond your rostered shift is paid as Overtime as per the current clause 35.3.
- Clause 32.3(d) Change the 4hrs notice to 8hrs when an O/T shift cancels – accepted.

After that we spent some time on the outstanding clauses:

- Cancelled Shifts – has now been agreed by both parties with the changes highlighted above (clause 32.3(d)).
- Minimum Shift Payments – A clarification has been agreed that the minimum payment for “All Shifts” will be 6 hours. All Shifts include Overtime Shifts. There is still 1 other issue with this clause which is still being worked on.
- Emergency Available Day Clause – this has now been agreed. An Emergency or Significant Disruption must be for a minimum duration of 24hrs before this clause can be enacted with other changes that have been accepted by both parties.

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- Posting of the Working Roster – This clause is still outstanding. While QUBE agree that the posting of the Working Roster should come out on Thursday, they won't agree to put it in writing. This remains outstanding.
- Changes to the Temp Transfer Clause to remove the Cobar Working and make the Temp Transfer the same as everyone else – waiting for QUBE's consideration.
- Available Day Clause – A couple of issues but is close to being resolved.

While we were close to having all clauses settled and were awaiting QUBE's proposed wage offer, QUBE has now proceeded to present two new claims to your EA Bargaining Team. QUBE's new proposals have not been agreed by your bargaining representatives.

1. A change to clause 4.3 which was settled by the Fair Work Commission to now state the following - *"To avoid any doubt, the Roster Cycle and higher flat rates of pay in this agreement and any prior agreements include and offset any penalties, allowances and/or loadings under the Award unless this Agreement provides otherwise"*. QUBE has linked this to clause 31.2 above and won't remove 31.2 unless we accept this clause.
2. An addition to the Master Roster Clause to include the following.
 - Freelance Roster
 - a) No forecast of RDOs or predicted work.
 - b) At least 1-in-4 weekends are to be rostered as RDOs.
 - c) Given that the request meets operational requirements, employees are able to request specific RDO placement when at least a week of notice is provided.

QUBE's decision to introduce new claims at this late stage and interconnect them with other clauses is causing further delays in the EA negotiations. Additionally, QUBE has stated that they will not discuss any remuneration matters until the agreement is settled. This means that crucial elements such as yearly pay increases, overtime rates, and back pay are being withheld, which is highly frustrating.

The next meeting is tentatively scheduled for next week, and members will be kept informed of all updates as they unfold.

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

