



February 2, 2024

SSR Enterprise Agreement January Update

Your RTBU Bargaining team engaged with SSR on January 17 and 31, 2024. During the initial meeting, SSR presented their proposals, subsequently shared with all staff. The meeting on the 31st was dedicated to your RTBU team presenting our counterproposal. Independent bargaining representatives also put forward some positions.

Outstanding items include: -

SSR Position	RTBU Position	IBR Position
Wage increases over 4 years. 16% (5%, 5%, 3%, 3%)	Option 1, 4-year agreement. 20% (7%, 5%, 4%, 4%) Option 2, 3-year agreement. Preferred. 15% (7%, 4%, 4%)	Happy with SSR's offer.
No back pay.	Back pay is a requirement. If no back pay is on offer, the above wage rises will not be sufficient and will need to increase.	Back pay is a requirement.
Hours Bank. 6 months, with payouts for excess hours above 336 at 2 and 4 months. (Average 84 hours per fortnight). Balance paid at 6 months.	Option 1, 6 months, with payouts for excess hours above 312 at 2 and 4 months. (Average 78 hours per fortnight). Balance paid at 6 months. Option 2, 12 weeks (456 hours)	Did not comment.
4-hour minimum shift.	6-hour minimum shift.	Agree with RTBU.
No change to current overtime rate, which is effectively 1.5 (worth more if you do not have a car – approx. 1.7)	Overtime at 1.7 of the non-car rate for all employees.	Happy with SSR's offer from the Agreement voted on – 1.55 increasing to 1.6 from the Agreement voted on..
No final payout to Employees who leave mid-cycle with excess hours.	Initially we disagreed with this position but can accept it contingent on SSR accepting our proposed changes to the hours bank.	Did not comment
No limit on casual hours of work or rostering, no cap on part time or labour hire.	Initially, we proposed a cap of 20%. We can accept SSR's position, provided that the rostering guidelines are changed to state that no casual or labour hire will be rostered if there is a full-time employee available on a TBA day.	Did not comment.

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RTBU NSW

NEWSFLASH

LOCO DIVISION

A maximum of 3 nights in a row for barracks working.	Barracks working is 1 rest period only. Anything over that should be a Temporary Transfer or Temporary Work Location.	A maximum of 2 nights (3 shifts) limited to 1 location. Anything over that as per RTBU position.
Home bases as per appendix 2 of their offer.	Agreed, pending removal of Clarence. (SSR have since sought to add Yennora, consultation required).	Did not comment.
Company vehicle, as per their previous offer.	Vehicles used outside metropolitan areas must be fitted with bullbars. They also must be fitted with lightbars (previously agreed but put on hold after the last Agreement was voted down).	Did not comment.
Provisioning Locations, add a clause to work with property owners to ensure a safe and secure site.	Agreed, provided that affected workers are included in the consultation with site owners.	Did not comment.
Public Holidays, where Employee has a green day and does not work, 7.6 hours added to the hours bank.	7.6 hours should be added to the Time in Lieu bank, as per the Agreement that was voted down.	Agreed with RTBU position.
Notice of standdown to be 3 business days, in writing.	RTBU claim was for 3 business days for emergency standdowns, 10 business days for planned standdowns. We can agree to SSR's position if they agree to insert words that they will give as much notice as possible for planned standdowns. Given that most operators get approximately 6 months' notice of planned shutdowns, this should be sufficient.	Only wanted to know how long the standdowns might be. It was pointed out that this information is provided in the standdown letter.
Training Agreements. Despite agreeing to remove the use of training bonds, SSR now want to change the wording of the current Agreement to allow for use of training agreements, forcing employees to pay for their own training, should they be unwilling or unable to stay at SSR for a fixed period of time.	RTBU (and Unions as a whole) are emphatically opposed to this form of modern slavery and can not agree to the use of training agreements.	Did not comment.
Cancelled normal shifts, minimum shift credited to the hours bank.	Agreed, provided that the minimum shift is 6 hours.	Agreed with 6 hour minimum shift.



RTBU NSW LOCO DIVISION NEWSFLASH

Written rostering guidelines, as per drafting in the EA voted on.	Agreed, with changes to use of casual and labour hire.	Did not comment.
Green Days. Offered to trial the proposal outlined in appendix 7 of their latest offer.	We want the trial conditions to be permanent. If SSR insist on a trial, we want a voice in whether or not that trial was a success, rather than just management deciding based on cost.	Did not comment.
Lift up / Lay back. SSR want to introduce the draft proposal in appendix 11 of their latest offer, with unlimited changes to how many times LU/LB can occur, based on your start time rather than your rostered job.	RTBU position is that there can only be 2 changes, based on your rostered job. If your rostered job cancels, it is a cancelled shift and there must be a penalty payment for any fresh rostering.	Agreed that there must be a limit on how many changes can occur.
Annual leave. SSR want to limit cashing out of excess annual leave to 4 weeks per 12 months. They also want to mandate annual shut down provisions to manage excess leave.	RTBU agrees with most of the draft proposal, except for the limit of cashing out excess leave. We proposed a company wide monthly limit, to ensure that SSR does not get hit with a massive cash out in any given month. We also want more information on the shut down provisions, which depots/areas would be affected and when.	Wanted to clarify if SSR was going to start rostering leave. They said that they were not contemplating this. They also wanted to know if SSR would investigate redeployment options during these shutdowns. SSR will respond next meeting.
Medicals. SSR wanted some clarity around payment for scheduled medicals. More discussion required.		
	RTBU wants a Living Away From Home allowance, for Temporary Transfer or Temporary Work Locations, in addition to meal allowances. Amount to be discussed (for reference this allowance is between \$165/day and \$250/day at other employers).	IBR's proposed an all-up allowance for the same, they quoted a figure of \$260/day, including meals. They also wanted accommodation standards to include cooking facilities< which the RTBU agree with.
	RTBU wants minimum standards for locomotives and accommodation to be in the Agreement, rather than just in policy.	
	RTBU wants an RTBU Official from NSW and Victoria to be included in the Consultative Committee.	



	RTBU wants a Sunset Clause inserted into the Agreement. A 2% pay increase on the nominal expiry date, if a new agreement has not been reached (rolled into the first pay increase of the next agreement).	
	RTBU wants the rostering guidelines to have words inserted obligating SSR to ensure that all permanent employees are to be trained and qualified in all routes at their respective depots.	

The above captures the current state of bargaining. For any condition or clause not specifically addressed here, the Locomotive Division's stance is that it remains unchanged from the Enterprise Agreement (EA) that was voted down in late 2023. If you have any questions or comments, please feel free to contact your Bargaining Delegates and Officials

Bargaining will continue, with weekly/fortnightly meetings. More updates will follow.

Not a Member? Join Now!

**If you have any questions about joining,
please contact the RTBU Head Office on (02) 9264 2511.**

