



# RTBU NSW Loco Division NEWSFLASH

March 8, 2024

## Enterprise Agreement Update

Yesterday we met with QUBE Management as part of the Good Faith Bargaining Conference outcome that was before Deputy President Cross on 19 February 2024.

As part of that Conference, QUBE were to supply an estimate to the 7 items that QUBE wanted to negotiate away from you so that they could offer a better wage increase. Their estimates are below.

1. Removal of the IRA Superannuation – Cost savings \$25k to \$50k per year.
2. Reduce sick leave to just 10 days per year - Cost savings \$300k per year.
3. Reduce Golden Weekends to 2359 Friday to 2359 Sunday - Cost savings \$120k to \$260k per year.
4. Shift change triggers, except for lift-up / lay-back - Cost savings \$140k to \$240k per year.
5. Wasted meal allowance – Cost Savings \$400k per year.
6. Local working and local shift limits – Cost savings \$100k to \$200k per year.
7. Barracks detention – 40-hour pattern span and barracks meals – replace with a simple daily allowance – Cost savings \$75k to \$100k per year.

QUBE has also brought up 2 other items, since the Fair Work Conference, which they also want to change, and they are,

8. Removal of the In-Cab Monitoring Clause, and
9. Removal of “arbitration” from the Dispute Clause.

Given Qube’s latest proposal to revisit these 9 items, the RTBU withdrew its agreement to inclusion of a “Pencil Roster” and amendment to the “emergency days” clause. If Qube withdraws its position to revisit closed matters the RTBU will again agree to these claims.

All 9 above items have been well agreed between the parties a long time ago, but what do these items mean?

- Item 1 - Removal of an inherited condition from the IRA EA would reduce their superannuation from 14% to the current rate of 11%. A reduction of 3%
- Item 2 - Reduce Sick leave by 5 days, our estimate is just short of \$400K and that’s for your current rate of pay. When your pay increases, so does this amount.
- Items 3, 4, 6 and 7 are all rostering issues and as we all know, QUBE can’t roster. If they could roster correctly, these items would reduce themselves.
- Item 5 – Wasted Meals - Our estimate is just over \$1 million dollars per year and this allowance is there for when you can’t take a meal break. If QUBE could roster, they would ensure you

**AUTHORISED: Farren Campbell Locomotive Divisional Secretary**

Level 4, 321 Pitt St Sydney. NSW 2000



# RTBU NSW LOCO DIVISION NEWSFLASH

receive a meal break just like all the office staff. Even QUBE's estimate of \$400k proves that many members aren't getting a proper meal break.

- Item 8 - QUBE could introduce Video and Audio Monitoring in the Locomotive Cab, making sure they could discipline you for any discrepancies.
- Item 9 – removal of "Arbitration" means there is no avenue in the Fair Work Commission for an employee to get a resolution to any dispute.

During yesterday's meeting, we asked QUBE what their proposed wage offer looked like, which includes backpay. Qube Vehemently advised that backpay was off the table and wouldn't give an answer to our direct question. QUBE then asked, what items can your Delegate Team give up so that they could work on an offer. This is quite frustrating as QUBE have given an estimate of what the above items are worth but will not give an answer to a pay deal.

QUBE then asked what our position was, and we advised them that the in-principal agreement reached on 26 June 2023 in the Fair Work is our offer. Remember that QUBE agreed to this offer. We will be writing to them officially, but the offer is as written by the Fair Work Commission,

1. Agreed wages,
  - a. 6% back paid to the 1 April 2023
  - b. 5% 1 April 2024
  - c. 5% 1 April 2025
2. Qube's existing parental leave policy terms to be written into the new agreement,
3. The contentious "Hourly Rate" and related wording in the existing EA will be retained in full,
4. The overtime rate will remain at 1.6,
5. The new EA will provide a final roster "cut-off" time of 1pm on Friday,
6. Qube's proposed "Pencil Roster" term will be included in the new EA,
7. Qube's proposed current wording concerning "Available Days" will be included in the new EA,
8. A term to the effect that "In-Cab Monitoring" will only be implemented by Qube if this is a mandatory requirement will be included in the new EA, the wording will replicate that used in Qube's North Queensland Enterprise Agreement, and
9. The RTBU's claim for a sunset clause, Sign on locations, Barracks definition, Superannuation, Lift up/Lay Back, Classification Structure, Wasted and Barracks Meals and scope will not be pressed.

We will wait for a reply from QUBE regarding this offer and advise you of the outcome.



## Not a Member, Join Now

AUTHORISED: Farren Campbell Locomotive Divisional Secretary

Level 4, 321 Pitt St Sydney. NSW 2000



# RTBU NSW LOCO DIVISION NEWSFLASH

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

**AUTHORISED: Farren Campbell Locomotive Divisional Secretary**

Level 4, 321 Pitt St Sydney. NSW 2000