

KD ENTERPRISE BARGAINING UPDATE 06

Date: 24 February 2022

The RTBU met with KD management representatives Emmanuel Genlot, Nikki Garbett and Mel Hogan (General Manager, People and Culture) on Wednesday 16 and 23 February 2022 to continue negotiations for the Keolis Downer Newcastle Bus Operations Enterprise Agreement 2021.

The last 3 EA meetings have centered around your Log of claims (listed below) along with KD's position for each claim. They have been categorised as follows: Agreed in-principle, rejected, further review and financial claim except for the last claim which is for "real" pay increases and will involve further discussion at the next EA meeting. KD have told your negotiating committee that all financial claims will be considered by KD as part of any overall package they may offer you.

ITEM	DETAILS/ISSUE	KD HUNTER RESPONSE
Leave Loading	Annual Leave loading to be paid in the first year of employment – no discrimination between employees	Agreed in-principle
Leave for Grandparents	As per Parental Leave - To allow employees to deal with everyday matters for those who care for grandchildren, due to the absence of their parents	Agreed in-principle
Bereavement Leave	Enhanced clause to include a list of people it covers as per legislation/salaried EA	Agreed in-principle
Domestic Violence	Increase to 10 days paid	Agreed in-principle
DAR	Insert a clause to acknowledge that these employees are to be paid as SBO	Agreed in-principle
Altruistic surrogacy	Altruistic surrogacy Clause	Agreed in-principle
Casual Conversion	Casual Conversion clause	Agreed in-principle
Uniforms	Include provision in existing clause for fair wear and tear (or points system)	Agree in-principle. KD to provide the RTBU with a proposed clause
Sick Leave Allocation	Sick Leave to be allocated at the start of a calendar year (as it has been previously) rather than accrue from date of employment	Agreed in-principle (on the provision that any overpayments for sick leave in advance will be deducted by KD when ceasing employment)

ITEM	DETAILS/ISSUE	KD HUNTER RESPONSE
Flexible Working	Increased flexibility around job sharing – what changes are required to allow two people to share a line on a roster?	Agree with the concept and are reviewing what operational requirements may be required to facilitate this clause. RTBU to provide KD with clause to consider
Definition of Shift	Definition of shift types with parameters around start/finish times	Rejected (this claim would be too restrictive for rostering within School Vacation etc.)
Job Security	Definition of who can come in to cover projects for a set period and what constitutes a 'project'	Rejected (this claim would restrict KD in terms of flexibility)
Sick Leave	Vesting of sick leave (option to cash in some of your sick leave)	Rejected
Roster Manual	Incorporate the roster manual into the EA	Rejected
Meal Breaks	Paid meal breaks (50 minutes)	Rejected
Pandemic Clause	To allow special paid leave if directed to have a test or isolate because of suspicion of contagious illness.	Rejected (this claim would impose unknown costs outside of KD's contractual agreements)
Income Protection	Review Clause and the 2% in light of wage increase, to achieve a "real" pay rise to cover the 2% loss of Annual review income	Rejected (there already is protection for workers on shift type rosters earning above the base rate salary)
Parental Leave	Paid Adoption, parental and foster leave for 14 weeks and unpaid leave of up to 52 weeks to care for a child under 2 years old	Rejected claim for additional paid leave above the current 12 weeks but have agreed to insert adoption, foster and other primary carer eligibility
Disruption Allowance	Disruption/late running allowance (highest applicable penalty to always apply)	Further review
Training and Career Paths	A clause to identify what is available for training and how employees are selected, also identify how employees can progress their careers (e.g., other KD positions)	Further review
Working of Voluntary Overtime	Change to the current Clause (Clause 31.3 removal of the words "On the day and Clause 31.4 delete the word "work" and replace with "additional duties")	Further review
Yard Supervisors	Acknowledgement of additional duties through additional grade/s	Further Review
Reduced Services	Protection of income if unforeseen circumstances arise that have the timetables altered	Further review
Union Rights	Enhanced Union Rights clause	Further review RTBU to propose a clause
Stand Down Provisions	Amend current clause so that KD must explore other options of alternative work prior to employees being forced to utilize their leave entitlements	Further review RTBU to propose a clause

ITEM	DETAILS/ISSUE	KD HUNTER RESPONSE
Superannuation Fund	Removal of TWU Superannuation fund and replace with Aware Super	Further review RTBU to propose a clause
Disciplinary Process	Clause to codify and outline clear steps so everyone understands the process	Further review RTBU to propose a clause
Consultation	Include a Consultation Clause that covers day to day and operational issues	Further review (KD to look at Keolis Downer Northern Beaches EA)
Emergency Services	Emergency Services Clause	Further review (RTBU have provided clause to KD for consideration)
Inductions	Opportunity for Union to explain EA during the induction process	Further review RTBU to propose clause
ADOs	Being allowed to 'Bank' ADOs	Further review with regards to what operational requirements may be required to facilitate this clause. RTBU to propose clause
Payment for costs associated with role	All costs associated to performing the role to be paid for by KD (license, working with children check, etc.)	Financial claim which may be included as part of an overall package
Paid Medicals	Paid time for any medicals required by law or KD	Financial claim which may be included as part of an overall package
Bus Trainees	Amend EA to allow Bus Trainees to progress in a shorter timeframe	Financial claim which may be included as part of an overall package
High-Capacity Allowance	Insert an allowance to cover when driving high capacity (more than 80 passengers)	Financial claim which may be included as part of an overall package
Increments	Incremental progression for Bus Operator classifications	Financial claim with KD agreeing to review its association to traineeships
Long Service Leave	Increase of LSL to 12 days accrual after 10 years' service	Financial claim which may be included as part of an overall package
On-Demand Services	Recognition of on-demand in the agreement with On-demand rate of pay (Senior B/O, in recognition of performing duties above those of a Level 2 Bus operator or an indexed allowance)	Financial claim which may be included as part of an overall package
Paid Medical Tests	If KD identifies an employee may be suffering from a medical condition that results in KD standing them down until medical tests have supported, or not supported, the assumption, KD should pay for the medical tests and the time away from work while undergoing the tests – there should be no disadvantage to the employee.	Financial Claim which may be included as part of an overall package RTBU to propose a clause (KD to provide the union with its fit for work policy)
Wages	A 'real' wage increase	Still in negotiations

Next Steps

KD have advised us that they are still reviewing your financial claims, to understand what it would mean for them if these claims/clauses were put into a new agreement.

Your negotiating committee requested that KD put their Log of Claims on the table next week so we can understand what financial constraints they keep telling us they have and start focusing on what a “real” wage increase means for you.

Wages

Your negotiating committee is yet to put forward any figures that would represent a “real” wage rise other than stating that **you** have told us **you** want 2% above any pay rise to compensate for the loss of take home pay that KD can and have taken away from you through rostering.

Your negotiating committee will present KD, at the next meeting, a list of additional duties/responsibilities that **you** have identified, which have been introduced into the workplace with the expectation that these additional duties/responsibilities be acknowledged by KD and remunerated accordingly.

The next meeting is scheduled for Wednesday 02 March 2022.

Officials of the RTBU will be attending the depots next Friday 04 March 2022 to explain where we are up to in the negotiating process and to answer any questions you may have.

BELMONT: 10.00am

HAMILTON: 12.30pm

Please feel free to discuss any EA related questions with your local delegates **Robin O'Donoghue** and **Glenn Saunders**. Your Divisional Vice-President **Brett Peters** is also available to assist.

It is only in numbers and unity that we have power for improvement.

Authorised by:

David Babineau
Divisional Secretary
NSW Rail Tram & Bus Union

Daniel Jagers
Divisional President
NSW Rail Tram & Bus Union

RAIL, TRAM & BUS UNION (NSW BRANCH) ABN 55 090 785 801

83-89 Renwick Street, Redfern NSW 2016 T (02) 9319 7277 E nswbus@rtbu-nsw.asn.au W <https://tramandbusexpress.com.au>

"Organising Workers in the Transport Industry to Protect and Build their Rights at work"