

Rail Tram and Bus Union  
Reformatted draft log of claims

This document is provided to Keolis Downer Hunter in good faith to continue negotiations.

This document is a reformatted and reviewed version of the original document sent on XX January 2025 from the RTBU to KDH representatives.

The below are put forward by members, generally:

- All V/O paid at 200%. (28.1) – non-negotiable
- 3 year agreement; open to negotiations for a 4 years agreement
- Minimum 8% wage increase per year/ per annum;
- Ability to bank approx. minimum 2 weeks annual leave per year;
- Right to disconnect;
- Insertion of a clause that supports and includes reference to a Roster Clerk manual that is developed in consultation with all stakeholders;
- Consider expansion of ‘Bus Operator’ provision to include that the provision establishes the Agreement as the only agreement that applies to any and all employees (legacy, transferred, new and similar or equivalent employees) who commence employment pursuant to contracts entered into between a transport provider and the relevant transport authority for the duration of that contract of service.

Clauses reviewed by the Bargaining representatives and the RTBU are as below. This is not meant to be an exhaustive and definitive list. This document does not represent a finalised log of claims. The intention of this document is to continue facilitating meaningful and robust negotiation discussions.

Clause	Issue	Change/s?	Reasoning
Definitions	<ul style="list-style-type: none"> <li>• New definitions of certain terms;</li> <li>• Reference to terms may require changing due to other legislation e.g. <i>family and domestic violence</i></li> </ul>	<ul style="list-style-type: none"> <li>• Some need revision – willing to provide further details before negotiation</li> </ul>	<ul style="list-style-type: none"> <li>• Some new provisions may require definitions to be included;</li> <li>• Some definitions are covered in the NES etc;</li> <li>• For further negotiation and review.</li> </ul>
8. Recruitment and Full Time Employment	<ul style="list-style-type: none"> <li>• Unclear references to employment class/types</li> </ul>	<ul style="list-style-type: none"> <li>• Clarification around employment class/types</li> </ul>	<ul style="list-style-type: none"> <li>• Makes the provision easier to understand;</li> </ul>

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			<ul style="list-style-type: none"> <li>Easier to apply in practice;</li> <li>For further negotiation and review.</li> </ul>
10. Job Share	<ul style="list-style-type: none"> <li>Wording to be of provision is extensive.</li> </ul>	<ul style="list-style-type: none"> <li>Insertion of edits in provision;</li> <li>Currently the provision is lengthy and not in a format that is easy to read.</li> </ul>	<ul style="list-style-type: none"> <li>Drafting in progress by bargaining representatives;</li> <li>Confirmation that KD position has been received and is being reviewed;</li> <li>For further negotiation and review.</li> </ul>
11. Casual ; 11.7	<ul style="list-style-type: none"> <li><b>Deletion</b></li> </ul>	<ul style="list-style-type: none"> <li><b>Clause can be deleted; 11.7</b></li> <li>Any reference to 'casual' to be removed from agreement.</li> </ul>	<ul style="list-style-type: none"> <li>Provision is no longer relevant.</li> </ul>
16. Rates of Pay for Bus Trainees	<ul style="list-style-type: none"> <li>No agreement on proposed figures.</li> </ul>	<ul style="list-style-type: none"> <li>Rates of pay figures to be provided;</li> <li>Duration of traineeship to be confirmed;</li> <li>Appointment terms to be reviewed.</li> </ul>	<ul style="list-style-type: none"> <li>Rates of pay figures to be agreed;</li> <li>Duration of traineeship to be agreed;</li> <li>Appointment terms to be agreed.</li> <li>For further negotiation and review.</li> </ul>
27.6 & 27.7 Broken Shift.	<ul style="list-style-type: none"> <li>Edits and grammar corrections to be made.</li> </ul>	<ul style="list-style-type: none"> <li>Discuss below as possible insertion as 27.11(b), so existing provision becomes 27.11(a):</li> <li>Where a broken shift is unable to provide a break of less than 2 hours due to operational reasons, it will be considered a straight shift and treated in the following manner only-</li> <li>The employee will be cribbed for 30mins to reset the first shift portion clock.</li> <li>The employee will be available for duty from that time.</li> <li>If the adjusted second work portion (original rostered portion plus the time available for work previously within the 2 hour break) is such that it would exceed 5 hours, the employee will be cribbed before undertaking the originally rostered road work of the second work portion.</li> </ul>	<ul style="list-style-type: none"> <li>Incorporate 27.11;</li> <li>For further negotiation and review.</li> </ul>

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		<p>OR;</p> <ul style="list-style-type: none"> <li>Any time worked in the previously rostered break paid at double time and it continues as a broken shift.</li> <li><i>*The payment to be paid shall be whichever is of the greater value*</i></li> </ul>	
31. Working of Voluntary Overtime	<ul style="list-style-type: none"> <li>Edits and allocation order to be inserted in provision.</li> </ul>	<ul style="list-style-type: none"> <li>31.2 Simplify to say Sundays do not attract build up? – DB to provide further feedback</li> <li>31.4 <i>'include depot location as qualifier'; this will REPLACE the existing 31.4:</i></li> <li>Voluntary overtime 'will' (consider changing 'will' to 'must') be allocated in the following order; - must be in numerical order.</li> <li><i>Full-time staff whose home depot is where the work is to be performed.</i></li> <li><i>Full-time staff whose home depot is not where the work is to be performed.</i></li> <li><i>Part-time staff whose home depot is where the work is to be performed.</i></li> <li><i>Part-time staff whose home depot is not where the work is to be performed.</i></li> <li><i>Casual staff whose home depot is where the work is to be performed.</i></li> <li><i>Casual staff whose home depot is not where the work is to be performed.</i></li> <li><i>*All V/O stands alone and does not count towards build up*</i></li> <li><i>Home depot as defined in definitions</i></li> </ul>	<p>Simplify references;</p> <ul style="list-style-type: none"> <li>Clarifies the numerical order to be followed when allocating overtime.</li> <li>For further negotiation and review.</li> </ul>

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<p>42 Roster Committees; attention to clause 42.3</p>	<ul style="list-style-type: none"> <li>Grammar and edits to the wording used.</li> </ul>	<ul style="list-style-type: none"> <li>Suggest below for consideration:</li> <li>Each roster committee is to (consider change 'is to' to 'must') be made up (consider change to 'consist of/ include') of a representative of each shift type at that 'workplace/depot', elected by employees who work the relevant shift type, and the union delegate at that time</li> </ul>	<ul style="list-style-type: none"> <li>Makes the clause more concise and easier to read and apply in practice;</li> <li>For further negotiation and review.</li> </ul>
<p>62 Family and Domestic Violence Leave.</p>	<ul style="list-style-type: none"> <li>NES model provisions preferred over the current EA provision;</li> <li>References in provision to 'number of days' in the entitlement appears to be confusing; clarification required.</li> </ul>	<ul style="list-style-type: none"> <li>Move definition to definitions section of EA;</li> <li>Family and domestic violence to be a STANDALONE class of leave entitlement; separate to annual, sick, special, carer's and other equivalent leave provisions.</li> <li>Make provision more concise in wording;</li> <li>Minimum 20 days access to paid family and domestic violence leave provision;</li> <li>62.1 'other close relative' needs definition relative to the NES; <i>include in definitions within the Agreement</i></li> <li>62.7 Personal information concerning family and domestic violence will be kept confidential by the Company: further information to be expanded upon regarding relevant privacy legislation and provisions that cover privacy laws with such information.</li> </ul>	<ul style="list-style-type: none"> <li>Review will provide clarity and make the provision easier to read and apply in practice;</li> <li>For further negotiation and review.</li> </ul>

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Sign on Allowance	<ul style="list-style-type: none"> <li>• Currently not available.</li> </ul>	<ul style="list-style-type: none"> <li>• Bargaining position:</li> <li>• Minimum \$20.00 per day for all employees attending for duty. Needs to increase in-line with the EA % increase.</li> </ul>	<ul style="list-style-type: none"> <li>• Aligns to other awards within Industry, including competitor awards;</li> <li>• For further negotiation and review.</li> </ul>
Connecteam App	<ul style="list-style-type: none"> <li>• Requires to be clarified in further detail;</li> <li>• Assurances and supplementary provisions to be discussed.</li> </ul>	<ul style="list-style-type: none"> <li>• Bargaining position:</li> <li>• opt in/ opt out provision to be provided within the Agreement;</li> <li>• Clarity on whether disciplinary actions apply if people don't use this;</li> <li>• Provision of alternatives to the App for those who opt out.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Mobile phone allowance (1%)	<ul style="list-style-type: none"> <li>• Relates to Connecteam App provision;</li> <li>• Privacy concerns by installing a work application on a personal phone.</li> </ul>	<ul style="list-style-type: none"> <li>• Standalone provision to be inserted</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Emergency Services	<ul style="list-style-type: none"> <li>• Inclusion as a standalone provision</li> </ul>	<ul style="list-style-type: none"> <li>• Standalone provision;</li> <li>• Provision to provide where emergency services are called to attend a worker who is at the workplace, the business is to cover the costs associated with that emergency service.</li> <li>• Wording to be discussed.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Payroll error penalty fine; payable to employee	<ul style="list-style-type: none"> <li>• Inclusion as a standalone provision</li> </ul>	<ul style="list-style-type: none"> <li>• Payroll error penalty fine; payable to employee- Y – inclusion as a standalone provision.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

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		<ul style="list-style-type: none"> <li>• Where wages and allowances, including penalty rates are not paid correctly or on time, a penalty will be paid to the affected employee by the employer:</li> <li>• 100% penalty will apply for each occasion when an allowance is not paid correctly or on time. This penalty will increase by 100% for every day that a correct payment is delayed.</li> <li>• 20% penalty will apply for each occasion when an overtime payment is not paid correctly or on time. This penalty will increase by 100% for each day that the correct payment is not made.</li> <li>• 10% penalty will apply for each occasion when other wages and salaries are not paid correctly or on time. This penalty will increase by 100% for every day of delay in the correct payment being made.</li> </ul>	
On Demand	<ul style="list-style-type: none"> <li>• Suggestion of inclusion in cl. 40.19</li> </ul>	<ul style="list-style-type: none"> <li>• Bargaining position:</li> <li>• <i>On demand bus services will be operated by employees on a voluntary basis.</i></li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Union Rights	<ul style="list-style-type: none"> <li>• Inclusion and formatting.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider FWA provisions.</li> <li>• FAIR WORK ACT 2009 - SECT 350C Workplace delegates and their rights – check this with DB</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Clauses for further consideration			

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5 Area, Incidence and Duration (Scope)	<ul style="list-style-type: none"> <li>Inclusion and alteration of some parts;</li> <li>Clarification on intention and where this will be placed within the Agreement.</li> </ul>	<ul style="list-style-type: none"> <li><i>New employee must fall under current EA (PC)</i></li> <li><i>Need clarification on intent and where it will be placed within the agreement; further info on what clauses this supports/ references/ affects.</i></li> <li><i>Two- tier workforce (?)</i></li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
6 No extra claims	<ul style="list-style-type: none"> <li>Clause needs to apply to all parties to the agreement, not just Employees/ Unions.</li> </ul>	<ul style="list-style-type: none"> <li>Consider: alteration to clause to include reference to all parties</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
9 Consultation (DB)	<ul style="list-style-type: none"> <li>Union is not the default representative; uses nominated representative.</li> </ul>	<ul style="list-style-type: none"> <li>9.4 (a) By default, the RTBU is to be the default representative, not required to be requested, for all financial members of the Union. Check this against the R9 EA for improvements.</li> <li><i>(b) to remain as is current.</i></li> <li><i>Post note after (b) 'The company must recognise the representative'</i></li> </ul> <p><i>Feedback:</i></p> <ul style="list-style-type: none"> <li><i>Insertion of 'default', no requirement by members to advise the business of nomination/ request of representation.</i></li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
12 Permanent Part-Time Bus Operator	<ul style="list-style-type: none"> <li>Review status of variable contracts and financial impact of removal</li> </ul>	<ul style="list-style-type: none"> <li>12.1 (a) add "or 7.6 hours per day"</li> <li>Re: variable contracts etc. needs to be removed</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>

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13 Temporary Bus Operator	<ul style="list-style-type: none"> <li>No longer relevant</li> </ul>	<ul style="list-style-type: none"> <li>Remove clause</li> </ul>	<ul style="list-style-type: none"> <li>No longer relevant.</li> </ul>
14 Supervision of Special Events	<ul style="list-style-type: none"> <li>Alteration.</li> </ul>	<ul style="list-style-type: none"> <li>14.1 change 'required' to 'offered'.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
17 Income Protection	<ul style="list-style-type: none"> <li>Changes to wording; some grammar changes.</li> </ul>	<ul style="list-style-type: none"> <li>17.1: reword section</li> <li>17.3: Remove reference to road conditions</li> <li>Insertion of new clause:</li> <li>For transparency, income protection figures will be provided to the Roster Committee when that body meets, applying to the proposed changes.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
18 Superannuation	<ul style="list-style-type: none"> <li>Inclusion of increases.</li> </ul>	<ul style="list-style-type: none"> <li>Include additional Superannuation increase .5% each year of this Agreement.</li> <li>Include- 'Superannuation will be paid per the wages pay cycle.'</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
23 Attending for Duty (DB)	<ul style="list-style-type: none"> <li>Change in length of time.</li> </ul>	<ul style="list-style-type: none"> <li>23.2 Change from 12 hours to 72 hour notice.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
24 and 68 Attending court and Jury service	<ul style="list-style-type: none"> <li>2 separate clauses.</li> </ul>	<p>Consider:</p> <ul style="list-style-type: none"> <li>Combine both clauses and streamline the wording.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
25 Making Reports	<ul style="list-style-type: none"> <li>Replacement of all 3 clauses</li> </ul>	<p>Replace with:</p> <ul style="list-style-type: none"> <li>"An Employee will be allowed up to fifteen (15) minutes paid at the rate of the shift being performed, for making any report required by law or company policy." or similar.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>



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26 Attending Office	<ul style="list-style-type: none"> <li>Alterations of clauses.</li> </ul>	<p>Suggest:</p> <ul style="list-style-type: none"> <li>26.1 Paid per rate applicable to shift.</li> <li>26.2 delete</li> <li>26.3 subject to flat rate for excess travel time</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
27 Hours of Work	<ul style="list-style-type: none"> <li>Alteration and reference to specific days and times;</li> <li>Deletions;</li> <li>Change in minimum time</li> </ul>	<ul style="list-style-type: none"> <li>Each full-time employee will be rostered a minimum of one Saturday shift each month, excluding employees on 5-day rosters.</li> <li>The components of an ADO are time and payment, both of which are separate from each other. Where payment may be affected by days where a deduction is not made, the time is guaranteed to be allotted.</li> <li>***the other option is to have an agreement for a blanket deduction.***</li> <li>27.4 delete and alter 27.3.1 to reflect.</li> <li>27.5 Change from 7 to 8 hour minimum.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
32 Cancellation of Rostered Day Off	<ul style="list-style-type: none"> <li>Reference to Crossing days off</li> </ul>	<ul style="list-style-type: none"> <li>In the first 3 days of a new roster being displayed, employees will be given the opportunity to reserve or 'cross off' their rostered days off in the pattern the new roster provides them, which will be facilitated by the company.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
33 Time Off in Lieu of Payment of Overtime and Make Up Time	<ul style="list-style-type: none"> <li>Deletions;</li> <li>Clarification.</li> </ul>	<ul style="list-style-type: none"> <li>33.1-4 Delete</li> <li>33.5 clarification of make up time and specific circumstances.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
35 Meal Breaks (includes Cribs)	<ul style="list-style-type: none"> <li>Clarification.</li> </ul>	<ul style="list-style-type: none"> <li>35.4 review when meal starts.</li> <li>35.5 Meal breaks shall only be provided at a depot.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>

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		<ul style="list-style-type: none"> <li>• 35.7 change 20min to 30min</li> <li>• An employee must not be rostered to work for more than 5 hours without a break for a meal.</li> <li>• A crib break will be paid per the rate of the where it is falls within a shift. Back up is that it is paid per the rate of the day.</li> <li>• Where a rostered unpaid meal break cannot be provided, by agreement only an employee will be provided with a paid crib break of 30 minutes. If the employee refuses, the previously rostered meal break will be applied and the second work portion adjusted accordingly.</li> <li>• Excepting Special Event shifts or Overnight shifts, no crib break will be rostered.</li> </ul>	
36 Uniforms	<ul style="list-style-type: none"> <li>• Specifications on uniforms.</li> </ul>	<ul style="list-style-type: none"> <li>• Employees may wear union badges or badges in support of a cause on their uniform or whilst at work (for example, badges in support of mental health, gender inclusion or breast cancer).</li> <li>• Employees must not wear badges that reference a political party or political candidate whilst on duty.</li> <li>• The badges must not obstruct the Employee in the performance of their duties and must not interfere with any protective clothing or equipment.</li> <li>• The Employer may direct an Employee to remove badge/s that are inappropriate or offensive, or which poses a risk to health and safety.</li> <li>• Allowing caps branded with RTBU to be worn.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

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37 Articulated Bus Allowance	<ul style="list-style-type: none"> <li>Changes in wording</li> </ul>	<ul style="list-style-type: none"> <li>Change to reference 'High Capacity' and follow on in all EA references.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
38 Service Reliability	<ul style="list-style-type: none"> <li>Change in wording</li> </ul>	<ul style="list-style-type: none"> <li>The company must acknowledge it has a duty of care to ensure employees are not deliberately allocated unreasonable running times.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
39 Standing Time (DB)	<ul style="list-style-type: none"> <li>Change in wording</li> </ul>	<ul style="list-style-type: none"> <li>Any standing time will be in addition to layover time and rostered at a location suitable (with regard to safety and available facilities) for the employee to park and exit the bus.</li> <li>Standing time does not commence until the bus has been parked and secured.</li> <li>Standing time will be rostered in the following way: <ul style="list-style-type: none"> <li>Any trip of greater than 60 minutes will attract 8 minutes.</li> <li>Any trip of between 30 minutes and 59 minutes will attract 5 mins.</li> <li>Any trip below 29 minutes will not attract standing time.</li> </ul> </li> <li>A work portion that has no trip longer than 29 minutes will attract standing time of 8 minutes after the completion of 60 minutes or more in service trip time, not to be rostered in the first or last hour of the work portion.</li> <li>Standing time does not apply to a trip adjacent to the end of a shift or driver relief.</li> <li>Standing time is not transferable.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> <li>The purpose of this clause is to provide employees with a reasonable opportunity to take a break from driving to reduce employee fatigue and enhance safety.</li> </ul>

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40 Rosters	<ul style="list-style-type: none"> <li>• Deletions.</li> </ul>	<ul style="list-style-type: none"> <li>• 40.12 Clarify to whom the alteration restriction applies.</li> <li>• 40.12 Notification for shift change to 72 hours before any proposed work start time or a \$50 allowance is payable to the applicable employee. Shift change within 72hours must be by agreement.</li> <li>• 40.14 delete- no brokens on weekends or public holidays per 27.6</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review;</li> <li>• Clarification of terms.</li> </ul>
41 Daily Maintenance of Rosters 41.1.1(b) change to read- All full shifts are to be covered by the appropriate relief.	<ul style="list-style-type: none"> <li>• Change</li> </ul>	<ul style="list-style-type: none"> <li>• 41.1 Change 'All timetabled work is to be rostered' with 'All known work will be allocated'</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
44 Training Rosters	<ul style="list-style-type: none"> <li>• Deletions;</li> <li>• Change of words.</li> </ul>	<ul style="list-style-type: none"> <li>• 44.2 delete</li> <li>• 44.5 change judge of competency to remove management.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
46 Exclusive Shifts	<ul style="list-style-type: none"> <li>• Additions</li> </ul>	<ul style="list-style-type: none"> <li>• Add that Union and institute exclusive shifts are paid at Snr Bus Operator rates.</li> <li>• Add that exclusive shifts will not be reduced in value by more than 2% annually except by agreement.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
47 Special Hirings	<ul style="list-style-type: none"> <li>• Change</li> </ul>	<ul style="list-style-type: none"> <li>• Special events needs changes to clauses</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
48 Charter Work	<ul style="list-style-type: none"> <li>• Merge clause</li> </ul>	<ul style="list-style-type: none"> <li>• Merge this with 47 Special Hirings;</li> <li>• Clarify the difference between Special Events and Charters.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
57 Leave and Public Holidays	<ul style="list-style-type: none"> <li>• Payment of allowances to be clarified</li> </ul>	<ul style="list-style-type: none"> <li>• No leave will be allocated on a public holiday without employee approval.</li> <li>• Public Holidays will be paid in addition to any wages/leave due.</li> <li>• Applicable allowances will be paid in addition to applicable payment for a Public Holiday.</li> <li>• High Capacity allowance will be paid if an employee occupies a position on a</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review;</li> <li>• Allowances during leave unclear – needs clarification.</li> </ul>

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		High Capacity Main Body Roster or has performed more than 60 High Capacity shifts in the 12 (twelve) months preceding the Public Holiday.	
52 Annual Leave	<ul style="list-style-type: none"> <li>• Clarification;</li> <li>• Simplification of some parts;</li> <li>• Insert new clause.</li> </ul>	<ul style="list-style-type: none"> <li>• SIX WEEKS IS EMPLOYEE CLAIM</li> <li>• Service will continue for all forms of leave except for leave specifically titled 'Leave without Pay'. For clarity, purchase leave is to be treated as paid leave for the purposes of service continuity.</li> <li>• 52.5-6 Simplify this. Everyone gets 5 weeks and 20%, pro rata for PT or Job Share.</li> <li>• New clause 52.8 '<i>Employees will be given access to any available leave while undergoing treatment for illness or testing for suspected illness.</i>'</li> <li>• Employees will have a maximum of 10 weeks annual leave accrued at any time except by agreement with the employer.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
53 Long Service Leave	<ul style="list-style-type: none"> <li>• Remove references</li> </ul>	<ul style="list-style-type: none"> <li>• 53.2 Remove any reference other than '<i>the Employee's serious or intentional misconduct</i>'.</li> <li>• Add in that all other circumstances will have LSL paid pro rate aligned with the (a) &amp; (b).</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
55 Personal Sick Leave	<ul style="list-style-type: none"> <li>• Clarification of certain provisions and terms</li> </ul>	<ul style="list-style-type: none"> <li>• After an application for sick leave, the flagged absence will not be substituted for an ADO/RDO.</li> <li>• Instances of Sick Leave occurring during approved leave absences will be paid as sick leave and the leave days reccredited.</li> <li>• 6 days of illness p/a not requiring a medical certificate will be allowed, provided those days are not adjacent to a day off or a weekend.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

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		<ul style="list-style-type: none"> <li>• A chemist certificate is acceptable to certify instances where a follow up medical visit is not required.</li> </ul>	
56 Personal Carers' Leave	<ul style="list-style-type: none"> <li>• Changes to provisions.</li> </ul>	<ul style="list-style-type: none"> <li>• 56.1 change 10 days to reference 54.1</li> <li>• 56.2 change 'responsible for the care 'to responsible for the care and support' (aligning with 56.1)</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
57 Bereavement/Compassionate leave	<ul style="list-style-type: none"> <li>• Changes to amount of days available</li> </ul>	<ul style="list-style-type: none"> <li>• Bereavement leave (unpaid) up to 5 days unpaid per incident instead of 2.</li> <li>• Compassionate leave up to 5 days at base rate instead of 2.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> <li>• Change to add more days to entitlement.</li> </ul>
58 Purchase Leave	<ul style="list-style-type: none"> <li>• Remove of words;</li> <li>• Clarification.</li> </ul>	<ul style="list-style-type: none"> <li>• Remove stipulation of 'personal or family needs'.</li> <li>• Purchase leave deductions will be reflected in an employees payslip.</li> <li>• Purchase leave availability visible?</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
60 Parental Leave	<ul style="list-style-type: none"> <li>• Deletions;</li> <li>• Inclusions and clarification</li> </ul>	<ul style="list-style-type: none"> <li>• 60.7 delete</li> <li>• 60.8 Right of return to roster</li> <li>• Include 'Simultaneous unpaid parental leave' <i>'Following the birth or Placement of a child, parents may request up to 8 weeks' simultaneous unpaid parental leave. The request may only be refused on reasonable grounds. This period is inclusive of any other parental leave or concurrent leave.'</i></li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
67 Picnic Day	<ul style="list-style-type: none"> <li>• Clarification</li> </ul>	<ul style="list-style-type: none"> <li>• For Union members only.</li> </ul>	
70 Alcohol and Other Drugs	<ul style="list-style-type: none"> <li>• Clarification of provision.</li> </ul>	<ul style="list-style-type: none"> <li>• Wherever possible, testing for drugs and alcohol will not be conducted in unpaid time, or if so then the time taken will be</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

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		recredited immediately after the test is done.	
71 Certificate III in Driving Operations (Bus)	<ul style="list-style-type: none"> <li>Grammar error?</li> </ul>	<ul style="list-style-type: none"> <li>71.3, 5<sup>th</sup> word 'deduction' should be reduction?</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> <li>An RTO of the unions choice.</li> </ul>
73- Fatigue Management	<ul style="list-style-type: none"> <li>Inclusions</li> </ul>	<ul style="list-style-type: none"> <li>Reference to NHVR regs.</li> <li>Reference to Chain of Responsibility re: rostering.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
77 Absence Management Procedures	<ul style="list-style-type: none"> <li>Review and removal</li> </ul>	<ul style="list-style-type: none"> <li>Review whole, either a pattern of absences or going over entitlement should trigger AMP, not using your entitlement.</li> <li>Remove all reference of the union to committing to reduce 'unacceptable' sick leave levels.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
79 New Technology	<ul style="list-style-type: none"> <li>Inclusion</li> </ul>	<ul style="list-style-type: none"> <li>Include reference to not being used for disciplinary purposes</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
83 Dispute Settlement Procedure	<ul style="list-style-type: none"> <li>Inclusion;</li> <li>Removal;</li> <li>Clarification.</li> </ul>	<ul style="list-style-type: none"> <li>To include 'any matter pertaining to the employee/employer relationship'.</li> <li>83.4 remove conditions on FWC to arbitrate a dispute.</li> <li>83.5, 83.7, 83.8, are redundant?</li> <li>83.9 Status Quo clause to remove time limitation and consent requirement. Process clauses can provide for a swift resolution timeline. Reason is KDNB not responding in a timely fashion to disputes;</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> <li>Clarification of: <i>"The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute."</i></li> </ul>
84 Union Training Leave	<ul style="list-style-type: none"> <li>Clarification of terms</li> </ul>	<ul style="list-style-type: none"> <li>20 days total non-cumulative; used for all members and relief delegates at no loss of pay.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
85 Stand Down	<ul style="list-style-type: none"> <li>Removal of certain terms</li> </ul>	<ul style="list-style-type: none"> <li>85.1 remove all circumstances except for strikes or stoppages of work and reference paid at rostered rates per below.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>

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		<i>"In the event of business closure due to any factor not per 85.1 where employees cannot be provided work commensurate with their normal duties and position description, employees may be stood down with pay per the current master roster as displayed on an ongoing basis."</i>	
<b>Roster clauses</b>			
Artic rosters	<ul style="list-style-type: none"> <li>Numbers need review</li> </ul>	<ul style="list-style-type: none"> <li>60 said for A/L not 124</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Sunday Count	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li>Employees will have an annual count for Sunday shifts performed and work for available staff will be allocated on the basis of preferencing those with the least amount of performed shifts first.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Work Journals (40.18?)	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li>Work journals will always show the following items; <ul style="list-style-type: none"> <li>Trip times</li> <li>Standing time</li> <li>Sign on and off time</li> <li>Travel time</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
No employee whose nominal industrial instrument is not this Agreement will be allocated work.	<ul style="list-style-type: none"> <li>Defining work allocation and location terms</li> </ul>	<ul style="list-style-type: none"> <li>No employee of any entity who is not a party to this agreement, will be allocated work at any work location operated by the entities who are parties to this agreement.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Vacancies generally		<ul style="list-style-type: none"> <li>Work that is reasonably be attached to a specific classification per custom and practice will not be broken up and moved to other classifications, unless there is a formal review of the entire classification.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Swapping work between classifications		<ul style="list-style-type: none"> <li>No work classification will be given the work of another classification where a suitable employee whose substantive position covers that work is available.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>



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Minimum timeframe for filling vacancies.			<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> <li>• Feedback to be confirmed.</li> </ul>
Reliefs	<ul style="list-style-type: none"> <li>• Inclusions</li> </ul>	<ul style="list-style-type: none"> <li>• Include ratio per roster clerk guide and specifics about appointed specialty roles (1 per 8 lines?)</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Shift type definitions	<ul style="list-style-type: none"> <li>• Defining – could move to definitions or leave in a roster clauses?</li> </ul>	<ul style="list-style-type: none"> <li>• AM, DAY, MIDDAY, BROKEN, PM</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
The delegate will be provided with a daily summary of alterations made to rostered work.		<ul style="list-style-type: none"> <li>• Delegates will be included in the standard reporting structure regarding daily alterations made to rostered work.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Travel time by foot limited to 10 mins		<ul style="list-style-type: none"> <li>• Travel time by foot will in no instance be more than 10 minutes. Travel time will be assessed by the company and Union representatives, with employees who can reasonably be expected to have difficulty performing the task being used as subjects for the assessment. The resulting benchmark will be used for all employees.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
High Capacity roster positions		<ul style="list-style-type: none"> <li>• Operators occupying a place on a high capacity main body roster will be paid the appropriate allowance no matter what driving they do.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Filling vacant roster positions.		<ul style="list-style-type: none"> <li>• Further feedback required.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

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Filling Vacant Specialist positions		<ul style="list-style-type: none"> <li>• Further feedback required.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
<ul style="list-style-type: none"> <li>• New Clauses (other)</li> </ul>			
No unpaid work statement		<ul style="list-style-type: none"> <li>• No duties may be performed by an employee for the employer outside of paid time.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Bus Committee (fleet safety committee)		<ul style="list-style-type: none"> <li>• A forum will be convened no less than quarterly to discuss and progress matters of safety and operational issues with regard to company infrastructure. A 'best practice' approach will be adopted and matters raised will be reported back on in a timely manner. The group will be composed of; <ul style="list-style-type: none"> <li>○ Each depot delegate</li> <li>○ A union representative as required</li> <li>○ One HSR representative from each depot, elected to that position by the relevant committee</li> <li>○ Leading hand from each depot garage</li> <li>○ Management person responsible for Assets and Systems.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Access to vehicle CCTV (DB)		<ul style="list-style-type: none"> <li>• No live monitoring of staff will be undertaken.</li> <li>• Complaints and disciplinary investigations may have footage of 2mins and 30 seconds before and after the time of the alleged incident viewed.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

**Commented [DB1]:** Need feedback on current issues in OCC

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		<ul style="list-style-type: none"> <li>• Where the time of the alleged incident is not known, no more than 5 minutes of footage may be reviewed.</li> <li>• Only the reported incident may be informed by CCTV footage. No new incident may be raised via the viewing of footage for a justified complaint.</li> </ul>	
Clause around work contact via mobile while at work. (DB)		<ul style="list-style-type: none"> <li>• Further feedback required</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Trauma Leave (5 days p/a) – DB for further work		<ul style="list-style-type: none"> <li>• Further feedback required</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Special Leave		<ul style="list-style-type: none"> <li>• Special Leave is paid leave which enables Employees to participate in community activities, or to deal with public emergencies.</li> <li>• It covers special situations not catered for by other forms of leave.</li> <li>• Special Leave does not accumulate from year to year and does count as service for all purposes. Public holidays are not re-credited if they fall during Special Leave.</li> <li>• Special Leave is granted by managerial discretion.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Pre-retirement leave		<ul style="list-style-type: none"> <li>• Employees may take Pre-Retirement Leave when they have sufficient LSL and/or annual leave to allow them to retire without resuming duty, with relation to resignation notice periods.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>
Prevention of Workplace Sexual Harassment		<ul style="list-style-type: none"> <li>• Consideration to WHS legislative provisions an any applicable NES provisions.</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

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All allowances will be indexed to the annual pay increases contained in this Agreement.		<ul style="list-style-type: none"> <li>All allowances referenced in this agreement will be indexed to the applicable annual pay increase contained herein, or to any metric external to this Agreement that contributes to that annual pay increase; whichever is greater.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Disciplinary clause		<ul style="list-style-type: none"> <li>Further feedback required</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Risk Assessment clause		<ul style="list-style-type: none"> <li>Further feedback required</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Employee Travel Passes		<ul style="list-style-type: none"> <li>The company agrees to opt into any scheme provided for by TfNSW that provides employee travel passes.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Payslips to show daily break down of monies earned-		<ul style="list-style-type: none"> <li>In addition to the required particulars, a single payslip will show the daily breakdown of monies earned including as separate items; <ul style="list-style-type: none"> <li>Employee job title</li> <li>Base rate</li> <li>Applicable penalties</li> <li>Allowances</li> <li>All individual deductions</li> <li>Plus, any other category of consideration that has contributed to the pay for that day.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>
Promotion of permanency clause		<ul style="list-style-type: none"> <li>The Employer will use direct permanent employment as the preferred and predominant employment option within the organisation.</li> <li>Casual Employees shall not be used to displace existing permanent Full-Time or permanent Part-Time Employees, but as supplementary labour for work genuinely unable to be covered in any other way.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>

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		<ul style="list-style-type: none"> <li>• Where continuing Full-Time or Part-Time work is available for periods of more than 6 months, the Employer will convert the work in question to full time shifts or part time shifts where a full time shift is not feasible.</li> <li>• No Employee shall have their form of employment, e.g. Full-Time or Part-Time, changed without their written agreement.</li> </ul>	
Industry Allowance	<ul style="list-style-type: none"> <li>• Clarification of terms;</li> <li>• Provisions to be rewritten or reworded for ease of understanding;</li> <li>• Suggested wording provided for negotiation purposes.</li> </ul>	<ul style="list-style-type: none"> <li>• Is paid for all purposes as part of the base rate.</li> <li>• Will be paid only on completion of an online course outlining the rights and responsibilities of employees in relation to the Agreement. The course will be provided by an accredited RTO approved by the Union.</li> <li>• All persons covered by this Agreement will be encouraged to undertake the course before 1 May each year, with the aim of ensuring employees have a good understanding promoting harmony and productivity in the workplace.</li> <li>• Each Employee who successfully completes the course must be provided with a statement of attainment which will be valid for 12 months.</li> <li>• Payment of the allowance will commence the first full pay period after provision of a certificate of attainment to the company.</li> <li>• Employees will be required to successfully complete an online course</li> </ul>	<ul style="list-style-type: none"> <li>• For further negotiation and review.</li> </ul>

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		<p>each year of this agreement to continue to receive the Industry allowance.</p> <ul style="list-style-type: none"> <li>The cost of the course and time to undertake the course will be the responsibility of the Employee.</li> </ul>	
Institute	<ul style="list-style-type: none"> <li>Clarification of terms in provision needs to be easier to read and understand.</li> </ul>	<ul style="list-style-type: none"> <li>The duly elected Institute Secretary at each depot will be given the following time off from performing work in an exclusive shift without loss of pay on each day they are rostered to perform ordinary hours of work - two hours and fifteen minutes.</li> <li>The Institute Secretary will be paid at the rate of Snr. Bus Operator for all purposes. Reliefs to this position will be paid that rate only when performing that duty.</li> <li>The company will allocate the Institute shift as either a straight or broken shift by request of the Institute Secretary.</li> <li>Each depot institute will be provided a room and facilities for the running of the Institute at the company's expense.</li> <li>Each depot institute will be covered by the general insurance policy of the operator for Institute activities at the depot.</li> <li>Each depot institute will be covered by a suitable sports insurance/public liability policy paid for by the company for events outside of the depot.</li> <li>The operator will make a payment of \$7500.00 per annum to each depot institute in support of Institute activities.</li> </ul>	<ul style="list-style-type: none"> <li>For further negotiation and review.</li> </ul>

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		This amount will be indexed to the wage rise quantum in this agreement.	
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