

RTBU Tram & Bus Division Revised Log of Claims – 18 June 2019

1. Wages Increases: 3% increase every six (6) months from July 1 2019.
2. Nominal expiry date of proposed agreement: 3-year agreement
3. Dispute Resolution Procedure
 - a. Amend sub-clause 11.1 of the current dispute resolution so that it covers matters pertaining to the employment relationship and the relationship between Yarra Trams and the RTBU.
4. Disciplinary Counselling Policy
Amend Attachment 1 in the following manner:
 - a. Amend sub-clause 3.5 to require the decision of Independent Chair to be binding on Yarra Trams.
 - b. Amend sub-clause 3.5 to allow employees to appeal to forced relocation and final warnings.
 - c. Insert a new sub-clause to provide a mandatory condition that all relevant policies and procedures are adhered to.
 - d. Amend sub-clause 2.3(a) to provide that the timeframes referred to are mandatory.
 - e. Insert a new sub-clause to require disciplinary outcomes to be removed after 12 months and not relied upon thereafter.
 - f. Insert a new sub-clause to require that unwarranted complaints or undetermined matters are not kept on employees' files.
 - g. Insert a new sub-clause providing an agreed process for disciplinary outcomes short of final warning can be disputed under the dispute resolution procedure.
 - h. Amend clauses 4 and 8 to provide that a final warning may only be given after two previous warnings (no first and final warning).
 - i. Amend clause 6 to provide for a travelling time allowance to be paid to any employee required to attend a meeting that is not at the employee's home depot.
5. Job Opportunities, Redeployment and Redundancy
 - a. Re-draft sub-clauses 17.2 and 17.3 to replace terms such as "adequate alternative offer" and "comparable" in clauses 17.2 and 17.3 to "no less beneficial overall, including with regard to location".
 - b. Insert a new sub-clause which provides that that in the event of a dispute about an offer of alternative employment in clauses 17.2 and 17.3, the matter will be dealt with under the dispute resolution procedure.
 - c. Amend sub-clause 17.8(a)(iii) to provide for a maximum of 18 years and a cap of fifty four (54) weeks total pay.
6. Allowances
 - a. Sub-clause 19.7(a) allowances will increase at the same time and at the same rate as the wage increases above to be set out in a new schedule B.
 - b. Sub-clause 19.7(b) be amended in the following manner:
 - i. Dates of increases to be updated;
 - ii. Increases based on the percentage movement in the Consumer Price Index for Melbourne for the year to the March quarter preceding each increase date;
 - iii. Meal Allowance rate in Schedule B to be \$30; and
 - iv. Plain Clothes Allowance rate in Schedule B to be \$33.
7. Transfer/Redeployment Allowance

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- a. Amend sub-clause 20.2 to provide as follows:
 - Under 5 kilometres –\$0
 - 5-20 kilometres - increase to \$1281
 - Over 20 kilometres - increase to \$2614
- 8. Occupational Health and Safety
 - a. Re-draft clause 23 to provide that occupational health and safety matters shall be dealt with in accordance with the *Occupational Health and Safety Act 2004 (Vic)* and the National Standard for Health Assessment for Rail Safety Workers.
- 9. Superannuation
 - a. Insert into a sub-clause 25.4 that an employee may choose a fund other than Australian Super, VicSuper or C+Buss (we note that Yarra Trams has previously agreed to this).
 - b. Insert new sub-clause to provide that superannuation is paid on all gross earnings.
- 10. Annual Leave
 - a. Insert a new sub-clause 36.5 which provides that Yarra Trams will not unreasonably refuse a request from an employee to take annual leave. Any request to take annual leave at a time 3 months or later from the date of the request will not be refused.
 - b. Insert a new sub-clause 36.6 which provides that Yarra Trams will not mandate that an employee must take annual leave.
 - c. Insert a new sub-clause 36.7 which provides that employees that confirm in writing an intention to retire are able to remain on annual leave until the date of their nominated retirement, subject to the employee having sufficient accrued leave.
 - d. Insert a new sub-clause 36.8 which provides that employees may purchase up to 2 weeks of additional annual leave per year.
 - e. Insert a new a sub-clause 36.9 which provides that employees may take annual leave at half-pay for twice the length of the entitlement.
 - f. Insert a new sub-clause 36.10 specifically allowing an employee to take annual leave as personal leave (if an employee has no personal leave credit).
 - g. Amend sub-clause 36.3 to provide that the re-crediting process applies if an event occurs which leads an employee to take compassionate, bereavement, trauma, or family violence leave. Further, the evidence requirement in sub-clause 36.3 should be amended to provide that a statutory declaration is sufficient evidence.
- 11. Paid Personal/Carers Leave
 - a. Insert a new sub-clause to clause 38 to provide that employees who confirm in writing an intention to retire are able to remain on personal leave until their nominated date of retirement, subject to the employee having sufficient accrued leave.
 - b. Amend sub-clause 39.3 and 39.5 to provide that statutory declarations are acceptable evidence.
- 12. Trauma Leave
 - a. Amend sub-clause 40.1 of the existing trauma leave clause to provide for up to a week of trauma leave and two weeks trauma leave if the incident that the employee is involved in results in a fatality;
 - b. Remove all reference to the Yarra Trams Trauma Leave Policy, including by deleting sub-clause 40.4;

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- c. Amend sub-clause 40.2 to insert a requirement that serious accidents are to be attended by an officer to assess the welfare of the driver and whether the driver is able to continue driving the tram (not left up to OC to make such an assessment).
13. Family Violence Leave
- a. Increase Family Violence Leave to 20 days (we note that Yarra Trams has previously agreed to this proposal).
14. Parental Leave
- a. Replace all references to maternity and parental leave in sub-clause 43.2 to primary and secondary carers (we note that Yarra Trams has previously agreed to this proposal).
 - b. Insert a new sub-clause 43.4 to provide special unpaid maternity leave when pregnancy terminates after 28 weeks other than by birth or when mother suffers pregnancy related illness for the period that their treating doctor certifies as necessary.
 - c. Insert a new sub-clause 43.5 requiring that employees on parental leave must be informed about any decision to introduce major change and that if Yarra Trams hires a temporary replacement employee for the position of the primary carer on parental leave the temporary replacement employee must be told of the rights of that employee on parental leave.
 - d. Amend sub-clause 43.2 to increase the leave to 7 weeks.
15. Long Service Leave
- a. Amend sub-clause 46.2 to provide that an employee is entitled to take long service leave after 7 years (as per *Long Service Leave Act 2018 (Vic)*).
 - b. Amend sub-clause 46.5 to remove reference to serious and wilful misconduct and delete sub-clause 46.6.
 - c. Insert new sub-clause to require that a request to take long service leave must not to be unreasonably withheld, with any refusal to be in writing and subject to the dispute resolution procedure, and that any request made a minimum of three months prior to the planned leave must be approved.
 - d. Insert new sub-clause specifically allowing single days of long service leave to be taken, as well as a single block of leave.
 - e. Insert a new sub-clause to provide that employees who have confirmed that they intend to retire are able to take all of their long service leave prior to retirement.
 - f. Insert a new sub-clause which will allow employees to take long service leave as personal leave (if they do not have any personal leave credit).
16. Medical Examinations
- a. Delete sub-clauses 54.1 and 54.2.
 - b. Insert a new sub-clause 54.1 providing that, consistent with the Rail Safety National Law, medical examinations are conducted under the National Standard.
 - c. Amending sub-clause 54.3 (and re-number to create sub-clause 54.2) to reference both periodic and triggered health assessments and that the paid time to attend examinations be increased and that the paid time to attend examinations be increased to 4 hours.
 - d. Insert a new sub-clause 54.3 to require that employees be sent to the closest appropriate clinic from their home or depot (depending on where they are leaving from).
 - e. Insert a new sub-clause 54.5 requiring that time taken to attend any further testing requires as part of the assessment be paid per roster.

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- f. Insert a sub-clause 54.6 requiring that any costs associated with specialist or further testing to be paid by Yarra Trams; employees to be paid per roster for any period of time that the employee is not working and is waiting for further testing.
- g. Insert a new sub-clause 54.7 requiring that if Yarra Trams makes decision to send an employee for a triggered assessment, the reason for the assessment must be provided in writing by Yarra Trams to the employee.
- h. Insert a new sub-clause 54.8 requiring that payment for attending any assessments should be made to the employee no later than the following pay cycle.
- i. Insert a sub-clause 54.9 requiring that employees to be given a minimum of 6 weeks' notice of a periodic health assessment (and if an employee is on leave, the 6-week timeframe commences on the date of return from leave).

17. Health Failure

- a. Re-draft clause 55 to provide that an employee who has been assessed as permanently or temporarily unfit for duty under the National Standard and has capacity for alternative duties, must be offered any suitable roles, including by providing any necessary training. If the employee is temporarily unfit, the employee is to return to his/her normal duties upon being assessed as fit for duty.

18. Union Delegates

- a. Insert into sub-clauses 57.1, 57.2 and 57.3 a reference to union office holders working for Yarra Trams.

19. Union Office/Phone and Noticeboards

- a. Insert new sub-clause that provides that the RTBU noticeboard and whiteboard must be located in each depot mess room and that a dedicated RTBU office is to be available to each delegate.

20. Union Business Day

- a. Amend sub-clauses 59.2(a),(c),(e-i),(k-m) of the Union Business Day clause to insert reference to union office holders working for Yarra Trams so that they have the same rights as delegates.
- b. Amend sub-clause 59.2(k) to insert a requirement that delegates attend with their uniform to change into should the need arise.

21. Trade Union Training

- a. Amend sub-clause 60.1 to remove reference to 'Trade Union Authority courses' and replace it with "trade union training".

22. Health and Safety Representative

- a. New clause to provide that each HSR is to be released to attend to HSR safety business one day each week.

23. Pay slips

- a. New clause will require information on pay slips to clearly set out all accrued leave, including sick leave.

24. Heat Policy

- a. New clause to provide that a tram driver is not required to drive a tram if the air-conditioning is not working and the temperature is 32 degrees or over.
- b. Employees working outside given the option of wearing standard issue shorts.
- c. Customer service employees to return to an airconditioned office when outside temperature reaches 37 degrees.

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25. Women's Advocates clause

- a. New clause to provide that an elected Women's Advocate for each depot will be provided reasonable time during working hours to:
 - i. represent the interests of women members to the Company;
 - ii. participate in consultations;
 - iii. consult with union members and other Employees for whom the Union Delegate is a representative; and
 - iv. place union information on a noticeboard in a readily accessible and visible location.
- b. The clause will also provide that the Women's Advocate will be provided suitable facilities.
- c. The clause will provide that Yarra Trams will grant requests for up to 5 days of paid leave to Women's Advocates, which shall be known as "Union Leave", for purposes including, but not limited to:
 - i. attending training and workshops of the Union;
 - ii. representing members in disputes; and
 - iii. participating in collective bargaining.

26. Sexual Harassment Policy

- a. Insert clause setting out a commitment from Yarra Trams to provide a safe environment for all its employees free from discrimination and harassment, including sexual harassment.
- b. The new clause is to define sexual harassment and set out an informal and formal complaints process.

27. Gendered Violence Policy

- a. Insert clause providing for a working party of Yarra Trams management and the RTBU to develop an action plan to address the factors that underpin gendered violence to assist in preventing an eliminating gendered violence.
- b. The clause will provide that resources need to be allocated to the working party to conduct risk assessments; develop guidelines; collect data; put in place structures and identify contact persons who can assist victims; provide for training of delegates, HSRs and management; and provide for worker training and inductions.
- c. The clause will also provide for processes to deal with gendered violence and a commitment from Yarra Trams to provide support and counselling services to victims of gendered violence.

28. New clause to provide that employees are entitled to swap shifts, including double-swaps.

29. New clause providing that changes to all rosters require a minimum of 28 days' notice to employees.

30. New clause to provide that CBM of roster for Authorised Officers and employees in the customer service unit to be paid at the rate of either the proposed change of roster or as per roster – whichever is greater.

31. Amend current rostering clauses to provide for 8 hour shifts over all days, Sunday to Saturday, in 4-hour halves.

32. Amend current Customer Service Rostering clause to provide an equivalent entitlement as the current straight shifts clause for officers.

33. Amend current Customer Service Rostering clause to provide that CSEs are to sign in at their depot and not at point.

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34. Rostering Guideline to be inserted into agreement, with the relevant amendments from the revised claims.
35. Amend roosting clauses to provide for mandatory time of 5 weeks prior to Christmas for finalising and posting of the Christmas and New Year's roster (noting that Yarra Trams has previously offered to finalise Christmas rosters 5 weeks in advance).
36. New clause to provide that the parties will meet within 6 months of approval of the Agreement to review and develop minimum safe journey times for all routes.
37. Insert clause providing that the calculation of overtime, DOCs, penalties and shift allowances is calculated on a 38-hour divisor.
38. New clause to providing that all overtime penalties are a minimum of double time (i.e. penalties of greater than double time remain unchanged).
39. Amend shift allowance clause to provide for 25% loading for afternoon shift and 30% loading for night shift.
40. New clause to provide the same allowance to the Australian Grand Prix allowance to Authorised Officers and employees in the customer service unit for any CBM roster.
41. New clause to provide that training at foreign depot to include a meal allowance for Authorised Officers and employees in the customer service unit.
42. New clause to provide that any employee performing point duty reconstruction work will receive the work disruption disability allowance.
43. Insert clause providing for the release of female and female identifying RTBU members to attend RTBU Women's meetings, subject to operational requirements.
44. Amend current clauses to provide that after an employee has completed any probationary period, they are placed on the roster straight away.
45. Insert requirement that Accident Reports, Special Day Reports Trainer Reports and all other work-related paperwork is to be completed during paid work time.
46. Insert clause providing that prior to Yarra Trams offering vacancies externally, current employees who have indicated in writing to Yarra Trams that they wish to be transferred will be offered the position.
47. New clause to provide that yard shifts are to remain and be allocated to drivers. A driver on yard shift must perform yard shift specific duties.
48. Rollover of all other clauses save for clauses dealing with HomeSafe and the pay-out of accumulated annual leave, and subject to agreement on clauses that require updating.