



List of claims won in the proposed EA

10 January 2023

Dear members,

Starting late last week and continuing until 23 January 2023, roadshows are taking place to discuss the proposed Enterprise Agreement. During these roadshows members will have the opportunity to ask both the rail entities and representatives of their union any questions about the proposed EA. Members will then vote on the EA. The voting period will be open from 24 January 2023 until 30 January 2023.

Below you will find a list of successful claims that will be added to the enterprise agreement.

As you can see, it is quite a long list. This is an outstanding achievement and a testament to the resolve and unity of RTBU members.

We want to once again remind members that when negotiations started, we had to fight tooth and nail to even get management to meet your EA delegates in person, in the same room. And now, we have 91 agreed claims and improvements to working conditions to be contained in the new EA. Every single member should be proud of their commitment to standing together in the fight for a fair EA, even when the Government was throwing every bomb they could at us (publicly threatening members, a rail shutdown, and suing their own workforce, to name a few). These wins belong to members.

If you have any questions about the particulars of any of the claims mentioned below, please get in touch with your EA delegate.

Claims won on 25 November 2022

- A NIF Deed that contains a binding agreement that:
 - All necessary alterations will be made to the New Intercity Fleet to enable it to be operated the same as the Waratah fleet.
 - An interim operating model will be used while the final alterations are made which will require two guards to be on each train, and significant limitations on when and where it can operate.
 - Guaranteed union involvement in the entire process
- Minimum Wages (the figure above this including backpay for 2021-2022 to be decided by the Fair Work Commission):
 - A \$4,500 payment on approval of the Agreement;
 - Commission to decide what the back pay figure should be for the period between 1 May 2021 and 1 May 2022.
 - 2.53% (not including super) for 1 May 2022 to 1 May 2023 (7-8 months of backpay included). The Commission will then decide how much extra the Government should pay on top of that minimum figure.
 - 3.03% (not including super) for 1 May 2023 to 1 May 2024. The Commission will then decide how much extra the Government should pay on top of that minimum figure.
 - Agreement to expire on 1 May 2024 (18-month agreement)
- A Higher Standards Cleaning Allowance for Cleaners to the value of \$2.25 for every hour worked (The FWC will arbitrate whether a hazardous waste cleaning allowance should be payable to CSAs)
- The Government has given a 4-year guarantee that all staff involved in safety at the platform train interface (Station Staff, On-Boarders, Guards, Drivers, Repairs) will be retained in the roles they currently perform for the NIF and the New Regional Fleet.
- Union involvement in risk assessments
- Rostering arrangements that are yet to be finalised will be given a 3-month period to be completed with key decision makers after which they will go to arbitration in the Commission.

Additional claims won during bargaining

- One Enterprise Agreement for Sydney Trains and NSWTL
- Formalisation of the Meal Allowance for Infrastructure Workers
- Formalisation of a Griffith Allowance for Cleaners
- Non-Prior Advice Meal Allowance
- Increase in HV Cables Competency Classifications
- A new Deed referenced in the Agreement maintaining existing rail redundancy conditions and confirmation of career transition services available, until the existing Agreement is replaced with a new Agreement
- Work on Book Off Day Payment for Drivers
- Off duty payment – calculated using six months average pay, including overtime
- Retention of clause 132A in the Sydney Trains Enterprise Agreement – limitations on Train Crew Master Roster changes
- Driver Cab Allowance to base pay
- Guards Cab and Security Allowance to base pay
- Overtime on a Saturday paid at double time after eight hours for Drivers
- Retention of entitlements including Redundancy Deed, Travel Passes, Additional Picnic Day and existing salary progression/framework for rail employees subject to an employer-initiated transfer of functions to Transport for NSW and documented in a section 68K agreement
- Reference to Rail Deed in EA
- A lift in the overtime cap for RC Graded employees
- Letters of commitment regarding DOO & PTI
- Compassionate/ Bereavement leave increase to 5 days per occurrence
- Removal of cap on prescription Eye-wear and orthotics
- Electrical Safety Allowance – Section
- Rostering enhancements for ST Signallers and Area Controllers (Long and short fortnights and Relief ACs and signallers put on a standard 24/7 roster).
- Living Away From Home Allowance for Section 2,3 and 5 Workers
- Increasing rest period after working overtime for Section 2 Field Based and Section 5 Infrastructure Workers
- Equalise Meal Allowance Arrangements for Infrastructure Workers
- Introduce a Work Group Leader classification for Plant mechanic competency stream at pay level 4.3 as outlined in Section 5A of the EA
- Hazardous Materials Allowance (Amount TBC)
- Professional Association Membership
- 1.5% loading for professional engineers
- Professional Development Courses for Engineers
- Increase in ST Work Group Leader classification for HV Cable Joining
- A change to the way cleaning is performed by Fleet Maintenance, to bring touchpoint cleaning in house
- Changes to the WHS Clause, focussed on maturing a safety culture, and other processes and systems including a fair and just culture, reporting culture, management of risks and clarity of roles, accountabilities, and responsibilities
- Escalation of concerns regarding future privatisation to the Minister's Office.
- A new clause regarding the induction of supplementary labour engaged by Sydney Trains for more than 3 months, allowing unions time to speak to them about the benefits of union membership
- Further reporting requirements in relation to contractors, including identification of roles that could be made permanent in-house roles and the number of those roles that have been converted
- Establishment of a Fair Decision Framework to be applied during investigations and discipline matters.
- New Rostering Principles, focussed on specific requirements for rostering arrangements that provide for consistency, developed throughout the organisation
- A clause providing a two-year limit on no loss of position when applying for a temporary role and the conversion of specified types of temporary employees to permanent employees after 2 years in the same role
- Support for the completion of Continuing Professional Development (CPD) for professional engineers and employees who require completion of CPD as a requirement of their role. This includes being able to complete CPD in work time.
- More detailed provisions around support for employees who are victims of Domestic and Family Violence.
- New or altered clause to ensure feasible process for enabling outcomes from pay reviews for Section 5 roles
- A new objective in the agreement, recognising that institutional knowledge, skills, and education of long-term employees is an asset to the organisation.
- The definition of critical incident has been amended to include "near miss
- Expansion of the definition of Family Member, to recognise Aboriginal kinship structures
- Introduction of a new, improved Peak Consultative Committee, with an agreed Peak Charter. Implementation of changes committed to during bargaining will be reported on at Peak (including Mental Health, Workplace Change, Flexibility, Rostering etc.).
- A change to the DSP, making the status quo wording its own paragraph. 1 8 17. A new clause in the DSP clarifying that parties may apply to the FWC at any time during the DSP for an order or interpretation on the application of "status quo
- New clause to state that apprentices will be paid adult apprentice rate when they turn 21 years old.
- New clause regarding apprentices home depot.
- A new clause regarding review of Salary Packaging providers to help employees receive maximum benefit and choice of as many items as possible.
- A new breastfeeding breaks clause, including the provision of paid breastfeeding breaks, flexibility and support for employees who utilise the breaks and a commitment to providing safe and comfortable breastfeeding facilities.
- A new clause which would allow for Engineers to keep their qualifications current whilst on secondment and if returning to a role which requires Engineering.
- Amendments to the annual close down clause providing that close downs for the purpose of annual leave are limited to once per year, the inclusion of notification timeframes and limitations on the duration of the closedown in accordance with the NSW Government Sector notes.
- For employees with at least 40 weeks service, access to 14 weeks paid parental leave as well as a bonus 2 weeks paid parental leave for single parents or parents who have exhausted all paid parental leave entitlements
- Changes to parental leave provisions so that both parents' parental leave may be taken concurrently except in circumstances where both parents are employed in the same NSW Government Sector workplace and operational requirements may prevent concurrent leave. Employees where both parents are employed at the same NSW Government Sector workplace may take up to four weeks paid parental leave concurrently with their partner.
- Recognition of altruistic-surrogacy in the parental leave provisions
- Insertion of a miscarriage clause.
- Carer's leave clause updated with a clarification that leave can be accessed for care associated with any kind of surgery.
- Carer's leave clause updated with a clarification that the evidence which may be required for the leave is not limited to medical certificates.
- A clause which provides that where Uniform Committees are established, they will wherever practicable and subject to procurement rules consider procuring uniforms and PPE from Australian suppliers of Australian made uniforms and PPE
- A clause which provides that employees may wear badges on their uniform in support of a cause.
- A change to the uniform clause to provide that as part of the Employer's uniform offering, the Employer will provide Employees the option of wearing shorts and other uniform items suitable for hot weather conditions other than in circumstances where there is an unacceptable risk to safety
- Changes to the Discipline clause to clarify that an employee subject to an investigation will be provided with a copy of the investigation report.
- Changes to the Discipline clause to clarify that the employee who is suspended will be notified of the reason for suspension at the time of suspension.
- Changes to the Discipline Clause regarding consideration of other working arrangements for the employee prior to suspension.
- A new follow up medical clause regarding attendance at follow up medical appointments for employees who are off roster and a clause dealing with payment arrangements for self-identification of a condition covered by the National Standard for Health Assessment of Rail Safety Workers.
- The ADO clause has been updated to specify that requests to clear ADOs in a block will not be unreasonably refused by the Employer, subject to genuine business and operational requirements.
- An updated Critical Incident Clause which has details regarding direct and indirect exposure to incidents.
- A clarification has been inserted into the critical incident clause regarding access to services for our employees who are first responders.
- A new clause on the prevention of sexual harassment in the workplace, including support for victims of sexual harassment.
- A new clause regarding Full Time Employment being preferred and a Part Time Conversion Clause.
- A new clause in the EA regarding Network Incident Managers current practice of working 152 hours over 14 days.
- A PPE Clause regarding the reasonable allotment of uniforms for section 2 Engineering and Maintenance employees who are field based and regularly required to attend worksites for multiple days per week or live away from home.
- Improvements to the Argus / RAC sick leave clause to clarify entitlements to salary continuance insurance
- Inclusion of a crib break when working greater than a 5 hour shift for Operational Wages Employees.
- Removal of the ability to roster split shifts for Train Crew.
- WOBOD clause for Guards to be included in the EA.
- Inclusion of a new clause in the EA regarding provision of seating to Station Staff.
- Section 5 Rostering to be discussed further under the Facilitation Clause.
- Improvements to the formerly named Termination on Medical Advice Procedure (now the Retirement on Medical Advice Procedure), including assessment for a broader range of jobs in the Transport Cluster and options around Employee's returning to their former position.
- Mental health and safety will be addressed at the Peak level. To start the important work, a workshop will be organised for July between the CRU, TNSW Health Team and Sydney Trains
- A workshop organised for July between the CRU, TNSW and Sydney Trains to continue important conversations regarding flexible work practices, including working from home.
- Commitment to working with unions during the life of the Enterprise Agreement to, along with other work, review how to implement 12 new internal roles focused on Protection Officer duties.
- Perform and implement review of medical category for Infrastructure Worker roles
- Increase in Domestic Violence leave to 20 days
- RERU creation of a Team Leader Position
- Letter of Commitment to continue work on a review of the WGL/TL competency structures and pay levels
- Lift uplay back for Train Crew.

In unity,

RTBU NSW