

APRIL 2024

Combined Rail Unions
Sydney Trains & NSW Trains
Enterprise Bargaining



2024

LOG OF CLAIMS

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Part 1: Agreement operation and scope

1. New Agreement to be a single interest enterprise agreement, introducing sections for other modes of Transport.
2. Consolidate largely duplicated sections for Sydney Trains and NSW Trains.
3. Clean up document, consolidate, fix language, remove ambiguities.
4. Expand the scope of the industrial instrument to include TSSMs

Part 2: Pay, allowances, and superannuation

5. Pay and allowance increase:
 - a. First year: 8% or inflation flex up, whichever is higher
 - b. Second year: 8% or inflation flex up, whichever is higher
 - c. Third year: 8% or inflation flex up, whichever is higher
 - d. Fourth year: 8% or inflation flex up, whichever is higher
6. Include sunset pay rise.
7. Additional 1% employer superannuation contribution.
8. All employees will be entitled to payment of Industrial Allowance to be contingent on annual completion of Industrial Knowledge Course run by an approved provider(s) or a union that is signatory to this EA.
9. Increase Industrial Allowance to \$5,000.
10. Superannuation to be payable on all hours worked and while on parental leave or workers compensation.
11. Pay Day Super. - Super paid into fund each pay day.
12. Include new classifications for new roles arising from Digital Systems.
13. Allowances:
 - a. "No prior advice" meal allowance to be altered to "before and after" in every section. No minimum notice requirement.
 - b. Training allowance (or buddy allowance).

- c. Picnic day only available on completion of industrial knowledge course.
 - d. Meal allowance for call outs.
 - e. Start and finish allowance to be paid all starting places outside of home station.
14. Salary sacrifice: improvements inline with NSW Government Agency arrangements.
15. Salary sacrifice: Employees can choose their own Salary Sacrifice provider.
16. Salary sacrifice options not to be limited to only novated leases.
17. Where wages and allowances, including penalty rates are not paid correctly or on time, a penalty will be paid to the employee by the employer:
- a. 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.
 - b. 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.
 - c. 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.
18. Default Superannuation Fund: Australian Super to be inserted as the default superannuation fund.
19. Chifley Income Protection: Chifley income protection to be inserted into the enterprise agreement and paid for by the Rail entities.

Part 3: Deed and job security

20. Deed incorporated in the Agreement.
21. Remove cap for redundancy in the Deed – 4 weeks per year of service.
22. The Redundancy Deed (21A 1):
 - a. Current Redundancy Deed provisions are retained as a minimum entitlement. These may be improved or increased by negotiation.
 - b. There will be no forced redundancies until a minimum of one reasonable offer of redeployment is made. This may be increased or improved by negotiation.
 - c. The term 'reasonable' as it relates to an offer of redeployment is defined as per 2008 Rail Corporation of NSW Union Collective Agreement
 - d. Beneficiaries of the Redundancy Deed are clearly defined as those members of signatory unions.
23. 68K Agreement is retained.

Part 4: Hours of work and flexible work

24. 35-hour work week, without reduction in weekly remuneration.
25. Accrued Day Off:
 - a. Employees can accrue up to a maximum of 10 ADO's.
 - b. If an employee has accrued the max ADOs, the manager cannot refuse the employee clear an ADO (that is, employee must not be required to forfeit an ADO).
 - c. Sydney Trains will provide all employees with a payslip that states accrued ADO's, in the same way that it states all other leave entitlements.
26. Further develop flexible and remote working arrangements
27. Flexibility provisions must not be unreasonably refused.
 - a. Where an application is refused, there must be a written explanation provided and an appeal process managed and administered by the employing agency. This includes decisions on hybrid working and mandated days in office.
 - b. The review panel shall include an independent manager (not direct line management or HR) and employees chosen union representative (from a signatory union).
28. Fairness stability rosters better suited around personal lives.

Part 5: Penalties and Overtime

29. All overtime double time.
30. Overtime to be paid on the day.
31. Payroll functions to return to Sydney Trains employ.
32. Penalty rates:
 - a. Full shift paid penalty if any part falls on penalty day.
 - b. Remove penalty rates not cumulative clauses and caps on penalties from all sections.
33. Higher Grade duties not to be used to usurp overtime of employees in the role.

Part 6: Leave

34. Public Holidays:

- a. Increase to number of public holidays able to be accrued to 12 days.
- b. Clause 28.4 (b) (ii) should be removed for shift workers where they have worked the adjoining public holiday.
- c. Enshrine right to take accrued public holidays alongside annual leave.
- d. Fix provisions surrounding working into a public holiday and book off day.

35. Annual Leave:

- a. Increase annual leave, 5 weeks (non-shift work) and 6 weeks (shift work).
- b. Loading to be the higher of 20% or clause 11A amount.
- c. Remove Clause 28.2c that limits Leave Loading calculation to a cap meaning RC7C, RC7D and RC7E have leave loading calculated on a pay scale lower than their grade.
- d. Increase annual leave entitlement by one day per annum for all employees (Pro rata for Part Time Employees)
- e. The greater of master roster pay or base rate + leave loading should apply when on Annual Leave

36. Long Service Leave to be available after 7 years, 5 years pro rata on retirement.

37. Sick Leave:

- a. Allow employees to cash in Sick Leave at end of employment at a rate of 20% of the value of the final balance at exit date.
- b. The organisation will provide an additional entitlement of 10 days carer's leave.

Parental Leave

38. Increase to parental leave (for both parents).

39. Employees undergoing fertility treatment will be entitled to one day of paid leave for each occasion of appointments associated with fertility treatment.

40. Employees whose partner is undergoing fertility treatment will be entitled to one day of paid leave for each occasion of appointments associated with fertility treatment.

41. (at 28.4) secondary carers will be entitled to 8 weeks of paid parental leave related to the birth of a child, adoption, or kinship care arrangements, etc...
42. The primary carer will be entitled to 20 weeks of paid parental leave related to the birth of a child, adoption, or kinship care arrangements, etc...

Bank Holiday

43. The Bank Holiday in lieu is observed, for Monday to Friday workers on the last working day of the year for those employees, that is, the Friday before the Public Holiday
44. Average pay for Emergency Response Leave.
45. Average pay for Disaster Leave.
46. Introduce gender affirmation leave.
47. 4 hours of concessional leave on Christmas eve

Other

48. Amend Transport Equip to read 8 hours when on leave, not 7.36 hours.

Part 7: Health and safety

49. Introduce qualification for employees expected to assess or facilitate training and supervision.
50. Requirement for training to be signed off by someone with an assessor qualification.
51. Introduce formal qualifications across all disciplines.
52. Shorts penalty provision - i.e. if temperature above 30 degrees, and shorts not allowed, 50% loading payable.
53. Strengthen provisions around uniforms and PPE being Australian made.
54. Safety critical training to be conducted face-to-face in all instances.
55. Oral swab testing instead of urine testing.
56. Frontline workers get the same facilities as the office workers, IE: free tea, coffee, milk in crib locations, food supplied to workplaces at regular intervals.
57. Mental health framework to provide a clear avenue to maintain job security whilst self-identifying poor mental health.
58. Restrict use of CCTV against employees.
59. Right to disconnect.
60. Strengthen critical incident leave clause.
61. Amend first box in Fair Decision Framework to clarify that it still has to be applied if the matter goes to People and Culture.
62. Fix Journey cover insurance and employer to pay.
63. Options to not engage with to Rail Industry Worker card and protections on privacy of health information.
64. Adverse weather clause.
65. Fatigue - Union and Management review of fatigue management for shift workers
66. Update old infrastructure at FMD Maintenance facility.
67. Communicate more effectively when reporting faults from the drivers to maintenance staff electronically.

Part 8: Workforce development, mobility, and qualifications

68. Apprentice Ratios.
69. Access to formal training as part of an employee's performance and development must be provided and must not be unreasonably refused solely based on cost.
70. All safe working qualifications of Sydney Trains staff to be provided by Sydney Trains and not external agencies except where this is required by legislation or regulation.
71. All new starters should be trained to the top of their competency within two years. Should the Company not follow through with this, then the employee is automatically appointed.
72. Improve management of secondments
73. Reduce 9-month period for filling authorised positions
74. Commitment to women in engineering & other professions.

Part 9: Employee benefits

75. Employee pass to cover any new Sydney Metro and Light Rail Services that are not yet operational.
76. Family Pass to allow travel on all services covered by an employee pass.
77. Retired Employee Gold Passes to allow travel on all services covered by an employee pass.

Part 10: Union relations

78. Gold pass entitlement after 20 years of service.
79. Recognition of international railway workers for the purposes of travel entitlements.
80. Better union delegate rights
 - a. to make public statements about union related issues.
 - b. be paid for attending union meetings whether on book off day or not.
 - c. no financial disadvantage for employer meetings.
 - d. clarify role in workplace disciplinary meetings and other meetings.

Part 11: Form of employment

81. Site rates – contracted roles to be paid same as if employed under agreement. Alternatively if contractors are paid more, internal staff rates to be lifted.
82. Compulsory conversion of contractors performing work that would be covered by the Agreement to permanent Sydney Trains positions after 3 months.
83. Enshrine rostering and working arrangements into Agreement (and any future rostering agreements) and resolve ambiguities.
84. Temporarily filled positions must be regarded as vacant. As this is an extremely complex problem to solve, a single clause will not fix the many problems.
 - a. Trains to establish a joint consultative group consisting of a representative of each signatory union and management to consider the ongoing management temporarily-filled vacant positions AND to come to and make a recommendation for consultation with unions.

Part 12: Disciplinary matters

85. Bringing disciplinary processes under Trains' control.

Part 13: Section 2 (and 6)

86. All leave to be paid at higher duties rate.

87. Increase quantum of shift allowances by 25%.

88. Increase Night Shift Penalty to equalised with trackworkers.

89. On call allowance to be paid for all time on call for all employees.

90. Classifications:

- a. Transport Officers to have own classification in Schedule 2A.
- b. NIM and TSDM to have own classification structure, and reliefs to receive guaranteed access to weekend work
- c. Revise classifications that are operational and non-operational.

91. Allowances:

- a. Increase meal allowance quantum.
- b. Extend dual panel allowance to MSOs.
- c. First aid allowance for SDMs.

92. Duty Managers:

- a. Establish new grade and increase pay.
- b. No double backs on master roster, double back payment same as CSAs.
- c. Introduce morning shift allowance.
- d. Ability to transfer to regional stations.

93. Polo shirts uniform option.

94. Call outs/on call applied to RC7 grade.

95. Handover time for CSOs between shifts.

96. No unreasonable refusal to attend courses relevant to job.

97. Vehicle usage for IRCs to mirror conditions for Transport Commanders.

98. Enshrine 12-hour roster for RERU.
99. Delete double back reference in clause 53.2.
100. Increase shift allowances to be consistent with rates in Schedule 4B.
101. Changes to spare shifts may only be altered with a minimum 48 hours' notice, and only altered by up to 4 hours unless by mutual agreement.
102. Transfers to be based on seniority.
103. Clause 65.5(b) and 181.5(b) Non-Operational RC Graded: Any employee acting in a higher duty position will be paid at the grade of the position regardless of the period of higher duties.
104. Grade upgrade for SDMs at Central.
105. First aid allowance for nightshift SDM
106. Functional uniforms created for Incident Rail Commanders to accommodate all weather conditions including heat.

Part 14: Section 3

107. 2% base rate increase to Section 3 (and Section 5) maintaining relativities.
108. Modify 8 hour turn around clause from Section 3.
109. Allowances:
 - a. Incorporate Higher Standards Cleaning Allowance into base rate.
 - b. Include adverse weather allowance.
 - c. Diesel Depot Allowance - allowance to encourage staff retention in the Diesel Depots as work winds down with the decommissioning of the aging fleet and New Regional Fleet is commissioned with maintenance outsourced.
110. 5 weeks annual leave for RETRU employees.
111. RETRU - Increase headcount by 50%
112. RETRU - On call allowance.
113. RETRU Clause - to acknowledge the unique nature of employment.
114. FRAWA incorporated into the Agreement.

Part 15: Section 4 (and 7)

115. Agreed inclusions:
 - a. Introduce Regional Guards Role.
 - b. Include agreed operating model to be protected condition of employment by clause 13 and changeable only by clause 12.
 - c. Include clause enshrining platform train interface and driver only prohibition.
116. Early morning shift to be expanded to 0400 to 0600.
117. Relief lines to have starting times for Guards.
118. No financial disadvantage when schedule is cancelled, altered, or reallocated.
119. All sector running with crew qualified in all traction.
120. On Board Staff:
 - a. Classify as Train Crew with corresponding conditions (including relevant allowances).
 - b. Amenity standards to be enshrined in EA.
 - c. On-Boarder relief rosters to reflect master rosters.
 - d. Introduce cab and security allowance for all On-Board Staff.
 - e. Family Emergency transport home when crew are away.
121. Drivers milage payment for pass.
122. Establish robust and transparent driver trainer arrangements.
123. Additional meal allowance during emergencies and degraded mode.
124. Certificate IV in train driving for all Train Drivers to be provided by an approved provider.
125. Revised classification structure for signallers to AC4 and AC5 with Certificate 3 training.
126. Double back allowance to be paid to staff required to work with less than 10 hours break between shifts.

127. Travel time to be paid to all relief employees.
128. Customer Service Attendants:
 - a. Additional allowance for CSAs on single man station.
 - b. Reintroduce removed garrisons and platform control rooms and perform risk assessments at all other stations.
 - c. Hazardous materials allowance for Customer Service Attendants.
 - d. Resolve part time employment issue for stations.
 - e. Overtime for part-time above contracted hours.
 - f. Pay higher rate for CSAs performing Protection Officer or signal work.
 - g. Include mutual agreement for less than 10 hours between shifts.
 - h. Include arbitration in Staff Review clause.
 - i. No temporary employment for CSAs.
 - j. Relief CSAs:
 - Introduce no-prior advice payment.
 - rosters be prepared to reflect the Station Roster Structure for weekend work, shift work & duty-free days.
129. Shift penalties to be paid the same as Train Crew.
130. Associated working to be inserted into the agreement.
131. Fix shunter classification in Section 3 to include current CSTLQ and other classifications that perform shunting work into a shunter classification.

Part 16: Section 5

132. 2% base rate increase to Section 3 (and Section 5) maintaining relativities.
133. Adoption of National Heat Policy
134. Fairer rostering provisions to promote a healthy work life balance.
135. Improve training including progression, recognition, and establish a Certificate 3 in Track to be provided by an approved provider.
136. Improve conditions surrounding call outs and on call.
137. Expand definition of Electrical Safety Allowance, higher qualifications, inc. access to live signal locations, signal mechanical and auxiliary.
138. Equalise pay for supervisory positions across disciplines.
139. Allowances:
 - a. Protection Officer ticket allowance and classification structure.
 - b. Increase on call allowance to \$70 (rostered) and \$100 (non-rostered).
 - c. Dead animal removal allowance.
 - d. Introduce allowance for inclement weather.
 - e. Increase Start and Finish allowance and replace "and" with "or" in existing clause.
 - f. Remove meal allowance link to service entitlement and replace with 2 meals per shift 8 hours or greater.
 - g. Change terminology from night "window" to "shift penalty", pay them at 200% and increase afternoon shift loading to 150%.
140. Pathway for signal mechanical and civil to complete a trade qualification.
141. Remove 40-hour overtime cap.
142. Health standard to be reduced from Category 1 for Infrastructure Workers.
143. Adjust Heavy Plant WGL - from 4.3 to 4.4 to ensure 12% difference between ULCP and Supervision.

144. A zero emissions transition allowance for heavy plant mechanics and operators.