

Log of Claims content	Skybus ,Response #1
<p><b>1. <u>Date and Period of Operation / PVTA 2020</u></b></p> <p>This Agreement shall come into operation on the date 7 days after the approval of this Agreement by the Fair Work Commission. The nominal expiry date of this Agreement will be <b>31 December 2025</b>.</p> <p>The Employer agrees to commence negotiations with the Transport Workers' Union regarding a new enterprise agreement no later than three months prior to the nominal expiry date of this Agreement.</p>	<p>Suggest either earlier (in line with current expiry) or moving to later date (June 2026)? – don't want to be negotiating in the lead up to Christmas.</p>
<p><b>2. <u>Wage Claim. (New Claim)</u></b></p> <p>Subject to clause xxx, future base rate increases will apply from the first pay period on or after 1 January and 1 July of each year of the Agreement, until the nominal expiry date in clause XX</p> <p>The wage increases will be based on, the CPI with an increase of <b>2.5%</b> on 1 January 2022, with a <b>2.5%</b> each July and January or CPI, or whatever the greater, for the life of the agreement.</p>	<p>Need to cost out. Need to understand what is budgeted across life of the proposed agreement.</p> <p>CPI vs fixed increase rate – suggest CPI is not an option for wage rate but maybe for allowances</p>
<p><b>3. <u>Hours of Work (Addition Wording)</u></b></p> <p><b>The ordinary hours of work for full time employees will be 38 hours on up to 5 days within a work cycle.</b></p> <p>For the purposes of this Agreement, a work cycle is defined as Monday to Sunday. A Shift Worker, as defined in clause XXX of this Agreement, may be rostered up to 5 days inside this work cycle, inclusive of rostered overtime. The rostered five days may include Saturdays, Sundays and public holidays.</p> <p>A non-shift worker, i.e., an Employee who works a 5/5 roster, is rostered to work Monday to Friday, inclusive of rostered overtime. Saturday, Sunday and public holidays are voluntary overtime.</p>	<p><b>Agree</b></p> <p><b>Current work cycle is Sunday to Saturday . What is the reason for the change?</b></p> <p><b>Current EA states Exclusive not Inclusive. Look to keep as is</b></p>

<p>An Employee cannot be rostered to work more than 5 days in succession over 2 consecutive work cycles.</p> <p>Rosters shall provide a break of not less than ten consecutive hours between the end of a rostered shift and the commencement of the following rostered shift.</p> <p>Ordinary hours exclusive of meal breaks, shall be worked continuously and shall not be less than four hours nor more than 10 hours on any day.</p> <p>Penalties shall apply as follows to full time employees:</p> <p>For Monday to Friday time and a half for the first three hours and double time thereafter on the completion of:</p> <ul style="list-style-type: none"> <li>(a) After the completion of 7.6 ordinary hours or</li> <li>(b) after the end of rostered shift e.g. if the shift is a short shift and is less than the hours in 3 (a).</li> </ul> <p>For Saturday and Sunday at the rate prescribed in clause XXX of this Agreement.</p>	<p>Same as clause 9.2</p> <p>Agree</p> <p>Agree – clause 9.2</p> <p>Discuss as part of the wider wage claim</p>
<p><b><u>4. Saturday, Sunday Penalties New Claim</u></b></p> <p>With the exception of work which is a continuation of a shift commenced before 8.00pm on a Friday, hours worked on a Saturday, Sundays shall be paid for at the rate of double time.</p>	<p>Discuss as part of the wider wage claim</p>
<p><b><u>5. Non- Rostered Overtime ( New Claim)</u></b></p> <p>Overtime payments will apply for any work performed outside of the rostered hours for the day. Overtime paid will be calculated on a daily basis and each day shall stand alone.</p>	<p>Discuss as part of the wider wage claim</p>

Non-Rostered Overtime will be paid at the following rates (calculated on the Employee's Base Rate (Hourly)):

- (a) Monday to Friday – time and a half for the first three hours and double time thereafter. Time and one half should not exceed 3 hours in any one day, where an employee is requested to extend their shift beyond their rostered shift hours, which has already started penalty rates;
- (b) Monday through Sunday any employee required to work on a day that has not been previously rostered will be paid double time for all hours worked.

**6. Payment for Public Holidays**

The following payment rules will apply for any employees who work on a public holiday:

- (a) For public holidays other than Christmas Day and Good Friday, the following payments will be made:
  - (i) Employees who are ordinarily rostered to work on the public holiday will receive 1.5 x the base (hourly) rate for all hours worked in addition to the payment they ordinarily would have received as their normal shift payment.
  - (ii) Employees who are not rostered to work on the public holiday but otherwise requested to work will receive 2.5 x the base (hourly) rate for all hours worked.

Employees not rostered but work currently receive x2.0 – assuming that there is no change to current EA Christmas & Good Friday – maintain x3.0?

**7. Shift workers Annual Leave Accrual (New Claim)**

- (a) If they work up to 5 Sundays or public holiday Nil

Agreed

- (b) If they work between 6 to 7 Sundays or public holidays 1 day
- (c) If they work between 8 to 10 Sundays or public holidays 2 days
- (d) If they work between 11 to 13 Sundays or public holidays 3 days
- (e) If they work 14 or more Sundays or public holidays 5 days

**8. Status of Trade Union. (Addition Wording)**

Whilst in no way directly encouraging or discouraging a person bound by this Agreement to become or remain a member of an industrial association, nor in any way supporting membership or non-membership of an industrial association, Skybus recognises the TWU has rights under its registered rules to represent the industrial interests of Employees covered by this Agreement, and will provide new employees access to a copy of this Agreement.

As part of the induction process, all new employees will be introduced to the elected TWU Workplace Delegate or Delegate (if any). Time will be allocated by the employer so the Delegate can explain their role and function to the new employee, and of the TWU within the workplace. TWU officials and a Superannuation Representative may also attend to speak about Union / Superannuation matters.

SkyBus approves a delegate to attend a quarterly delegates meeting, without loss of pay, to discuss workplace matters as a group.

A notice board will be provided for use by the Transport Workers Union and their delegates. Although this noticeboard will remain the property SkyBus, the Transport Workers Union will ensure that any material that is placed on the noticeboard has been officially sanctioned by the TWU and is related to the SkyBus business and/or the TWU relationship with SkyBus members. The company reserves the

Intent is supported but wanting to look at wording

right to remove any material from the notice board that does not meet these criteria.

Payroll deductions for union fees can be facilitated through the SkyBus payroll system, and on request provide the TWU an update to changes of members details.

TWU Delegates will be provided with reasonable time to perform their role as an employee representative.

A condition of this Agreement is the right of a TWU member to nominate their TWU delegate for the purposes of meeting with management. The employee has the right to seek and receive advice from the TWU delegate, the Company must ensure that the delegate is made available in a reasonable period of time. It is acknowledged by the parties that such a meeting may be for operational purposes and will not require a support person.

A Depot Consultative committee - will meet once a month with local management. The purpose of this committee is to ensure there is a formal communication process between SkyBus & TWU to assist in optimising the resolution of any EBA / Depot related issues.

**9. Rosters. (New Clause)**

The employer will display the roster or rosters in a prominent position accessible to each employee in the depot or garage. The roster shall show the starting and finishing times and the meal breaks of each day or shift and the two rostered days off, at least fourteen days in advance and it must be displayed at least seven days prior to the commencement of such duty.

Changes to the roster, including alterations to days off, must be displayed at least 24 hours in advance and the Employee must be notified.

Agreed

<p>Any changes for which less than 24 hours' notice has been given must be agreed to by the Employee, no employee shall be financially disadvantaged by accommodating such a request.</p> <p>An Employee shall have a break of not less than ten consecutive hours following the completion of a day or shift.</p> <p>On occasion when a driver is requested to work voluntary overtime and there is not a ten-hour break prior to the start of their next rostered shift, they will be provided with a break of ten consecutive hours, and paid from their original rostered start time.</p>	
<p><b>10. <u>Termination of Employment</u></b></p> <p><b>Notice of termination by an employee</b></p> <p>13.8 If an employee fails to give the notice specified in clause 13.1 the employer has the right to make a deduction from monies due to the employee up to a maximum amount equal to the amount the employee would have received under clause 13.4</p> <p><b>See EA undertaking for 13.8 and 25.1(a)</b></p>	<p>Will include relevant undertakings.</p> <p>Looking to update wording</p>
<p><b>11. <u>Accident Make-Up Pay (Addition Wording)</u></b></p> <p>This clause shall apply to all employees other than casuals covered by this Agreement, and it shall apply only in respect of incapacity which results from an injury received on or after the date of operation of this Agreement.</p> <p>The circumstances under which an employee shall qualify for accident make-up payment shall be described hereunder:</p> <p>a) The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment</p>	<p>Will update with suggested wording.</p> <p>Remove reference to Accident Compensation Act 1985 removed due to being superseded by WIRC</p>

or compensation is payable by or on behalf of the employer pursuant to the provisions of the Accident Compensation Act 1985 or the Workplace Injury Rehabilitation and Compensation Act 2013 as amended from time to time.

- b) 'Accident make-up payment' means a weekly payment of an amount being the difference between a reduced weekly amount of compensation paid to the employee pursuant to the appropriate compensation legislation, calculated as a percentage of pre-injury average weekly earnings which includes rostered overtime, and the employee's pre-injury average weekly earnings as calculated under the appropriate compensation legislation.
- c) Accident make-up pay shall not apply in respect of any injury during the first ten normal working days of incapacity as the employer is responsible to pay 100% workers compensation as per the Accident Compensation Act 1985 and/or the Workplace Injury Rehabilitation and Compensation Act 2013, nor during approved periods of personal, annual or long service leave taken by the Employee.
- d) The Employer shall pay, or cause to be paid, accident make-up pays during the incapacity of the Employee within the meaning of the Accident Compensation Act 1985 and/or the Workplace Injury Rehabilitation and Compensation Act 2013. The maximum period or aggregate of Accident Make-Up Pay periods of accident pay to be made by an employer shall be 39 weeks for any one injury. The 39-week period commences from the first day of incapacity for work, which may be subsequent to the date of injury.



**12. Payment of Wages Late Payment. (Addition Wording)**

All Earnings, including overtime and allowances shall be paid by bank transfer to an Employee's nominated account, such transfer to be effected weekly on an agreed day being within three days of the expiration of the week in which they accrue and no later in the week than Thursday.

Where the Company fail to provide payment of wages to an employee on time, the employee shall receive payment, for any out-of-pocket expenses caused by this inconvenience, on the presentation of evidence.

Where an employee who has received an underpayment of more than \$100 from their salary, they shall have that payment paid to them within 48 hours.

Look to update wording. Provide suggestions

Increase amount to \$200 based on ordinary hours (gross or net?)

**13. Fatigue Management (New Clause)**

A 10-minute paid fatigue break is to be scheduled between the commencement of the 2nd and 3rd hour of any 4 and a half-hour work portion, this can be phased into the rosters over the length of the EBA.

A 36-hour break or paired days off, thus allowing drivers respite from being fatigued after finishing late shifts, and starting early during their single day off.

A reposition break of 5 minutes at the end of each journey which ends in the repositioning or change of service at a bus terminal intersection, to allow drivers an interval to re-adjust and to clean and check the bus.

DISAGREE

**14. Recall / Call In. (Additional Wording)**



An Employee called in when off duty to perform work of an emergency nature which does not continue into or after Rostered Hours on such a day shall receive a minimum of (3) **three hours'** pay at the appropriate Base Rate; provided that except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full three hours if the job the Employee was called to perform is completed within a shorter period. Overtime paid under this clause shall be calculated on a daily basis and stand alone.

If an employee (other than a casual employee) is required to report for duty on their day off, the employee shall receive a minimum of **four hours work** or payment at the appropriate rate, this will include occasions when an employee is not rostered to work, but has been contacted and is requested to work.

In line with clause 10.4

In line with clause 10.3

**15. Annual Leave Loading ( New Claim)**

During each period of annual leave, an Employee shall receive a **loading of 20% per cent** on the base rate prescribed for their classification under this Agreement.

DISAGREE

**16. Pandemic leave during quarantine and self-isolation. (New Clause)**

- a. All employees employed under this Agreement will be entitled to access up to 2 weeks of paid pandemic leave (or more by agreement with their employer) if they are unable to attend work due to having to isolate due to an enforceable government direction or medical authorities, or on the advice of a medical practitioner, with relevant documentation, as a result of a work place exposure.
- b. All full-time and part-time employees employed under this Agreement will be entitled to access

Refer to policy

up to 2 weeks of paid sick leave (or more by agreement with their employer) if they are unable to attend work due to having to isolate due to an enforceable government direction or medical authorities, or on the advice of a medical practitioner, with relevant documentation, as a result of an exposure outside of work.

- c. Any employee at work who is required to be tested as a result of a request by the employer or due to an enforceable government direction or medical authorities, shall not be disadvantaged in regards to payment of their shift/roster.
- d. Any full-time or part-time employee away from work who is required to be tested and/or isolate due to an enforceable government direction or medical authorities, can access sick leave if needs be.
- e. Paid Pandemic leave for the purpose of this clause is paid leave as per roster. Employee's accruals will not be used to pay pandemic leave.

**17. New Employees Probation period. (New Clause)**

Employers can put all-new employees on a probation period no longer than three (3) months (also known as a probationary period) to assess if employees are suitable for the role and business.

**18. Family and Domestic Violence**

Family and Domestic Violence is any violent, threatening or other abusive behaviour by an individual(s) against a person or a person's family or household.

DISAGREE

Refer to policy

This includes physical, sexual, financial, verbal or emotional abuse.

1. (Company) recognises that Employees sometimes face situations of Family and Domestic Violence in their personal life that may affect their attendance or performance at work. (Company) is committed to providing support to Employees that experience Family and Domestic Violence.
2. (Company) will provide an Employee Assistance Program, which will provide professionals, or refer Employees to professionals, that are specifically trained in dealing with Family and Domestic Violence.
3. (Company) will nominate a contact person to provide support for Employees experiencing Family and Domestic Violence and notify Employees of the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace.
4. An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, Women's Advocate, his or her immediate supervisor, Health and Safety Representative or their Union delegate.
5. Where requested by Employee, the contact person will liaise with the Employee's site manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support.
6. (Company) will ensure that any personal information provided by the Employee to (Company) concerning an Employee's experience of Family and Domestic Violence is kept confidential. Confidential information relating to Family or Domestic Violence will not be kept on an employee's personnel file.
7. An Employee experiencing Family and Domestic Violence may utilise accrued annual leave, personal leave, approved leave without pay (which will not be

unreasonably refused) or rostered days off once the paid domestic violence leave has exhausted.

8. The Employee will give (Company) notice as soon as reasonably practicable of their request to take leave under clause 8.

9. If in (Company) reasonable opinion it is necessary, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose set out in this clause. This evidence may be in the form of a document issued by the police service, a court, a doctor, a domestic violence support service or lawyer.

(Company) will not unreasonably refuse any reasonable request from an Employee experiencing Family and Domestic Violence for:

- (i) changes to their span of hours or pattern or hours and/or shift patterns;
- (ii) job redesign or changes to duties;
- (iii) relocation to suitable employment within (Company);
- (iv) a change to their telephone number or email address to avoid harassing contact; or
- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

**19. Women's Advocate**

The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues, for example training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

Look to create policy and reference

1. The employer and union recognize that employees who identify as women sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment.
2. Workers who are women may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a women's shelter, or a counsellor.
3. For these reasons, the parties agree to recognize the role of Women's Advocate in the workplace.
4. The Women's Advocate will be determined by the Union from amongst the bargaining unit employees who identify as women.
5. The Advocate will meet with women workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.
6. The Employer agrees to provide access to a confidential phone line and voice mail that is maintained by the Advocate and accessible for all women workers to use to make contact when needed.
7. The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially.
8. The Employer and the Union will develop appropriate communications to inform all

<p>women employees of the advocacy role of the Women’s Advocate and information on how to contact her.</p> <p>9. The Employer will provide the Advocate with a management support person to assist her in her role.</p> <p>10. The Advocate will participate in an initial basic training and an annual update training program to be delivered by the Union.</p> <p>11. The Employer agrees to pay for lost time, travel time, registration costs, lodging, transportation, meals, and other reasonable expenses.</p>	
<p><b>TWU ALLOWANCE</b></p>	<p><b>Skybus Response</b></p>
<p><b><u>Driver Training Allowance</u></b></p> <p>The following higher duties will be paid on a daily basis: -</p> <p>(a) Training – Any Driver appointed by the employer that is required to temporarily train new or existing employees, for one shift or more, will be paid a higher duties allowance of <b>\$25.00</b> per shift. This will be known as a Training Allowance.</p> <p>(ii) Leading Driver – Any Driver appointed by the employer to act as a Leading Driver shall be paid a higher duties allowance of <b>\$20.00</b> for each shift they perform this work. This will be known as the Leading Driver Allowance.</p>	<p>Discuss as part of the wider wage claim</p>
<p><b><u>Meal Allowance</u></b></p>	

<p><b>\$14.18</b> payable to any employee who is required to work overtime for two or more hours before or beyond their normal start or finishing time, on any shift of five hours or more.</p>	<p>Remove “before” as it is not in keeping with the intent of the allowance and then discuss as part of wider wage claim</p>
<p><b><u>First Aid Allowance</u></b></p> <p><b>\$17.94</b> per week payable (if appointed by the employer as a first aid officer) to an employee who has been trained to render first aid and who is a current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body.</p>	
<p><b><u>Articulated Vehicle</u></b></p> <p><b>\$14.73</b> per day payable to any driver who is required to drive such a vehicle or who is required to drive a vehicle to which is attached a trailer.</p>	<p>DISAGREE</p>
<p><b><u>Living Away from Home / Travel Allowance</u></b></p> <p>Any driver who is required by the employer to be away from home overnight in the course of duty shall, in addition to all other applicable provisions of this agreement, be paid an allowance of <b>\$14.63</b> for each night spent away from home.</p>	<p>Refer to Kinetic Travel Policy</p>
<p><b><u>Late / Early Shift Allowances</u></b></p> <p>A shift allowance equivalent to <b>15</b> percent of the Base Rate (Hourly) will be paid to all Employees for each hour worked before <b>6 am</b>, and for hours worked after <b>7 pm</b> on any day. Worked hours include sign off time and will be rounded up to the nearest 5 minutes.</p>	<p>Discuss as part of wider wage claim</p>
<p><b><u>Service Grants</u></b></p> <p>A full time employee and a casual employee engaged to work Monday to Friday on an on-going basis who have been in continuous service with the employer shall be paid the following amounts in addition to his or her</p>	<p>Discuss as part of wider wage claim</p> <p>If considered would only include FT &amp; PT (pro-rata) employees not casuals</p> <p>Refer to paid leave entitlements only</p>



weekly wage as described in clause 8, subject to the operation of clause 21.6:

Years of service	\$ per week
After 2 years of service	11.69
After 3 years of service	16.94
After 4 years of service	22.93
After 5 years of service	28.35
After 6 years of service	34.20
After 7 years of service	37.35
After 8 years of service	39.50
After 9 years of service	43.22
After 10 years of service	45.81
After 11 years of service	49.20
After 12 years of service	51.64
After 13 years of service	54.77
After 14 years of service	57.70
After 15 years of service	59.90

Such service grants shall be taken into consideration when calculating an employee's entitlement to annual holidays, sick leave, bereavement leave, accident pay in accordance with the *Accident Compensation Act 1985* or the *Workplace Injury Rehabilitation and Compensation Act 2013* and long service leave.

Provided that employees who were employed by the Employer prior to 1986 shall continue to receive such payment, which is currently \$57.66 per week and shall be indexed to reflect movements in service grants in this clause.