

TfNSW and RMS Award Bargaining 2022

Combined Transport Unions Draft Work Health and Safety Clauses

Item Ref	TfNSW Claim Number	RMS Claim Number	Claim	Sub- Topic	Draft Text for Clause
1.	5.1	5.1	Provisions providing for improved work, health and safety, including general wellbeing in the workplace, workload and a right to disconnect	Restructures are not to commence before the prior restructure's success is reviewed.	<p>30.XX <i>The employer recognises the negative impact consistent workplace change has on an employee's wellbeing. In accordance with the employer's commitment to providing a work environment that enables physical and mental wellbeing, to prevent unnecessary and ongoing restructures the employer must review:</i></p> <ul style="list-style-type: none"> <i>a) the current structure's success; and/or</i> <i>b) the success of the previous restructure, including whether the rationale for the proposed changes based on business needs have been met.</i> <p><i>The employee representatives will be provided with the review.</i></p> <p>8.XX <i>The Employer must as part of implementing a restructure have a process to review the success of the restructure including whether the rationale for the proposed changed has been met. The employer as part of consultation will provide the employee representatives with the outcomes from the review.</i></p>
2.	5.1	5.1		Improve current WHS clause 11 to include mental health and safety. Employer to report back on WHS issues.	<p>Commitment</p> <p><i>TfNSW is committed to continually improving its policies, strategies, and initiatives for enabling employee's physical, psycho-social, and mental safety and wellbeing while they are at work. This includes strategies and initiatives that promote the participation and contribution of all employee's improvement to safety and wellbeing, and the prevention and elimination of harmful practices related to inclusion, diversity, safety, discrimination, bullying and harassment, including sexual harassment.</i></p>

WITHOUT PREJUDICE

Item Ref	TfNSW Claim Number	RMS Claim Number	Claim	Sub- Topic	Draft Text for Clause
					<p><i>TfNSW will enliven this commitment by:</i></p> <ul style="list-style-type: none"> <i>a) meeting the objectives and requirements of relevant Acts, regulations and codes of practice, as a minimum standard;</i> <i>b) consulting and collaborating with employees, unions and employee representatives in accordance with provisions related to Consultation, workplace change and dispute resolution, and work health and safety consultative practices such as committees, work groups, and health and safety representatives;</i> <i>c) providing confidential and safe avenues for employees to report their concerns and needs, including trained and nominated reporting officers and external services, where appropriate;</i> <i>d) dealing with matters sensitively, efficiently, fairly and confidentially;</i> <i>e) developing a socially responsible, inclusive, collaborative and supportive leadership culture;</i> <i>f) providing employee support including:</i> <ul style="list-style-type: none"> <i>i. leave in accordance with clause XX</i> <i>ii. personal support and counselling via TfNSW Employee Assistance Program and other specialised counselling services, where appropriate; and</i> <i>iii. safe and healthy return to work of ill or injured employees</i> <i>g) promoting awareness, understanding and commitment to policies, strategies and initiatives that focus on prevention;</i> <i>h) systems for the identification, elimination or control of workplace hazards and the prevention of harm, injury or illness; and</i> <i>i) providing employees with relevant skills and knowledge through training, leadership practice and supervision.</i>

WITHOUT PREJUDICE

Item Ref	TfNSW Claim Number	RMS Claim Number	Claim	Sub- Topic	Draft Text for Clause
3.	5.1	5.1		Where an employee raises issues with the employer about their health, in particular mental health discussions should be had with the employee and if required their treating doctor prior to sending the employee to a medical assessment.	<p>30. XX <i>If an employee notifies the employer of mental or physical health issues that may impact on their capacity to under the role, the employer's processes will be supportive and respectful of the employee.</i></p> <p><i>Only if there is an issue about the employee's fitness for duty will the employer request medical information. If the employer requires medical information due to concerns about the employee's fitness for duty the employer must first seek the relevant information from the employee's treating doctor.</i></p> <p><i>An independent medical assessment is a last resort.</i></p>
4.	5.1	5.1		The employer guarantees TfNSW office spaces that have HVAC systems will have HEPA filters and/or ventilation which reduces the spread of molecular particles.	<p>Clause 11 <i>To reduce the spread of molecular particles, the Employer's owned and rented office space will have:</i></p> <ul style="list-style-type: none"> <i>a) HVAC systems with appropriate HEPA filters; and/or</i> <i>b) appropriate cross ventilation; and</i> <i>c) all indoor working areas (including workstation areas, meeting areas and other areas where co-mingling occurs), screens and office fit-out are supplied to ensure adequate social distancing to minimise the risk of airborne disease infection.</i>
5.	5.1	5.1		The employer is to provide the consultative committee with a quarterly report on the workloads of employees.	<p>8.3 <i>The Consultative Committee will also consider</i></p> <ul style="list-style-type: none"> <i>a) strategic workforce planning issues and implementation, including securing a workforce for the future, the role of labour hire in delivering that workforce (subject to subclause 14.2) and the capability requirements for that workforce. Relevant information will be provided to the Unions to facilitate such discussions, such as:</i>

WITHOUT PREJUDICE

Item Ref	TfNSW Claim Number	RMS Claim Number	Claim	Sub- Topic	Draft Text for Clause
					<p>i. Divisional organisation structures</p> <p>ii. Active and budgeted positions by classification by Division, grade and location;</p> <p>iii. Available breakdown figures for full time, part time, casual and temporary employees, as well as numbers, usage and length of hire of labour hire.</p> <p>b) workload issues across the workforce.</p> <p>Relevant information will be provided to the Unions to facilitate the discussions. The reports will include:</p> <p>a) quarterly report on the workloads of employees. This will include but not be limited to:</p> <p>i. the number of hours forfeited each settlement period;</p> <p>ii. the number of flex days taken each settlement period;</p> <p>iii. the number of employees utilising flex days each settlement period.</p> <p>The information is to be provided:</p> <p>a) by branch and/or function;</p> <p>b) raw numbers; and</p> <p>c) averaged by the number of employees.</p>
6.	5.1	5.1		Workload	<p>30.XX The employer accepts unreasonably high workloads can have a negative impact on employees. In accordance with the employer's commitment to employee wellbeing the employer will proactively manage employee hours of work by:</p> <p>a) Where employees:</p> <p>i. Are consistently working above their contracted hours resulting in the forfeiting of hours of work; and/or</p>

WITHOUT PREJUDICE

Item Ref	TfNSW Claim Number	RMS Claim Number	Claim	Sub- Topic	Draft Text for Clause
					<p>ii. <i>the employees normal hours of work have increased and they are forfeiting hours of work for a period of greater than 6 weeks.</i></p> <p>b) <i>The relevant employee representatives are to be notified and the employer is to consult with the employee and the employee representatives to ensure the employee's future hours of work are not resulting in the employee forfeiting hours of work.</i></p>
7.	5.1	5.1		The employer will resource their workforce properly in accordance with their business needs and objectives.	<p>8.4(a)(v) <i>how the number of positions in the structure ensures the Employer is resourcing the business needs and objectives.</i></p> <p>8.3 (d) <i>resourcing the workforce is meeting the business needs and objectives</i></p> <p>8.7 <i>The employer will only implement structures that ensures their workforce is able to meet the needs and objectives of the employer without requiring employees to consistently work above their ordinary hours.</i></p>
8.	5.1	5.1		Right to disconnect	<p>Clause XX</p> <p><i>The employer and their employees will respect employee's non - work time, including periods of leave. The employer will as far as practicable, ensure that employees are not contacted via email or phone to perform work outside of their hours of work expect:</i></p> <p>a) <i>in accordance with a relevant clause of this Award (e.g. during authorised overtime or on - call arrangements); or</i></p> <p>b) <i>incase of emergency or urgent welfare matter.</i></p> <p><i>An employee will not be prejudiced in their employment on the basis that they have not responded to communications outside of their normal working hours unless that communication falls into one of the exceptions</i></p>

WITHOUT PREJUDICE

Item Ref	TfNSW Claim Number	RMS Claim Number	Claim	Sub- Topic	Draft Text for Clause
					<i>clause XX above.</i> <i>In the event an employee is contacted outside the employee's hours of work they will be entitled to payment of an on-call allowance as per the Award.</i>
9.	5.2		Provisions providing for Improved access to members when consulting on health and safety conditions.		<i>Where the employer is consulting with employees and/or their representatives on work health and safety matters which require consultation under the Work Health and Safety Act 2011 (NSW) the employer will provide employees paid time to meet with their employee representatives.</i>