

Summary: Comparison of PSA & CTU Claims & TfNSW Offer

PSA/CTU Claim	TfNSW Offer	Outcome of claim
1 year Award	2 year Award.	Rejected: the TfNSW offer locks you into pay increases and conditions for two years without real wage increases or improved conditions..
<p>5.2% or inflation whichever is higher</p> <p>TfNSW will pay the 0.5% increase mandated by the Superannuation Guarantee (Administration) Act 1992 without any impact on pay increases.</p>	<p>A guaranteed pay increase each year of 3.00% (being a 2.53% increase to salaries and related allowances and a 0.5% increase for superannuation).</p> <p>A potential for a further 0.5% increase in the 2023 – 2024 financial year BUT only where there have been substantial employee contributions made to productivity enhancing reforms and the parties reach agreement on these reforms.</p>	Rejected: the offer is in accordance with NSW Wages Policy. It results in a significant real wage cut for the 2022 – 2023 financial year. Inflation is projected to go as high as 7%.
<p>Improved job security was sought by way of employees not being moved onto inferior conditions, including:</p> <ul style="list-style-type: none"> • reference to the MOU that prevents roles which are majority road related functions from being employed under the TfNSW Award. • Sydney Trains preservation of Employee Entitlement Agreement as appendix 		Rejected
<p>To ensure employees are not unnecessarily made excess the unions sought:</p> <ul style="list-style-type: none"> • Review of restructures success. • TfNSW change wording in the Awards from <i>committed</i> to implementing change in accordance NSW Public Service Agency Change Management Guidelines to <i>must</i>. • Award clause that requires priority will be provided to impacted employees in recruitment processes. 	<p>TfNSW will form a working group with the unions to discuss and identify opportunities to improve consultation and change management project. It will be targeted up but not be limited to:</p> <ul style="list-style-type: none"> • Early engagement with our on the need for change and opportunity for genuine input. 	Partial rejection: TfNSW are not willing to provide these protections within the Award but will develop a process outside of the Award.

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	<ul style="list-style-type: none"> Maximise redeployment opportunities for impacted Provision of information that is appropriate to enable meaningful consultation. 	
Variation to the RMS Award to ensure the no forced redundancy protections are secured	Accepted	Resolved.
<p>Work Health and Safety provisions that protect employees from working excessive and unpaid hours:</p> <ul style="list-style-type: none"> Clause requiring the employer to resource their work properly in accordance with their business needs and objectives. Right to disconnect. Reporting of forfeited hours. 	<p>Clause that provides employee's the right to disconnect.</p> <p>Reporting on forfeited hours will be provided however it will not be an award provision. TfNSW will include this as part of a plan in the JCC to address forfeited hours.</p>	<p>Partially resolved: the PSA considers this a step in the right direction and are happy to engage with TfNSW in the JCC and via working groups to address workloads and the resulting forfeited hours. It requires a leap of faith that TfNSW will unlike they have in the past work well with the unions.</p>
Improve the existing WHS Clauses in both Awards to include matters such a psychosocial risks.		Rejected: TfNSW did not consider this necessary.
<p>After TfNSW rejected previous claims for the Flexible Working Hours Agreement (FWHA) to be incorporated into the Award and payment of forfeited flex as overtime the unions made a counter claim. As approved in the mass members meeting the following was put to TfNSW on the proviso of further information to come</p> <ul style="list-style-type: none"> Agreement to review the FWHA and include 70 hours to be banked towards Christmas flex and hours can be banked towards this irrespective of whether they have taken all 6 flex days in the settlement period. Commitment from TfNSW to work on the reporting on forfeited hours. Acceptance of TfNSW offer from 17 June: <ul style="list-style-type: none"> Right to disconnect Working group (further particulars were due to be provided). 	<p>TfNSW offer from 17 June 2022.</p> <p>The further particulars of the working group provide for:</p> <ul style="list-style-type: none"> the reporting on for <p>Immediate measures will be put in place for areas identified during Award negotiations as being of concern. These measures include:</p> <ul style="list-style-type: none"> Where employees in these units have been identified as forfeiting flex in the 26 May 2022 settlement period leaders will have discussions about the cause and put steps in place to manage the 	<p>Partially rejected: TfNSW proposal as part of their offer does not even address the revised claim from the unions:</p> <ul style="list-style-type: none"> It does not apply to all areas of TfNSW. Only the limited areas the unions have identified so far. Does not allow employees to bank towards their Christmas flex. Whilst it does allow for payment of forfeited hours at single time, it does not provide any guarantee as it stated "consideration will be given to pay out any hours".

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<ul style="list-style-type: none"> ○ Communication and education campaign for managers and employees ○ Further tools to support leaders to manage workloads. 	<p>work so hours are not forfeited in the settlement period ending August 2022.</p> <ul style="list-style-type: none"> ● Leader swill be asked to monitor employees hours of work to ensure flex is not forfeited if flex hours are still forfeited in the 6 November 2022 settlement period they will consider paying the forfeited hours at single time. 	<ul style="list-style-type: none"> ● Only applies to flex period ending on 6 November 2022 even though there is a flex period ending 14 August 2022.
<p>Award to reflect the current hybrid ways of working.</p>	<p>TfNSW proposing to align the RMS and TfNSW Flexible Working Arrangements clause. It means employees under the TfNSW will now have the ability for a review of decisions when a request is declined.</p>	<p>Rejected: TfNSW believe it is best left at the local level. If an employee has their hybrid ways of working rejected they can seek a flexible working arrangement under the Award which will provide them with ability to seek a review and dispute a decision to not allow them to work from home.</p>
<p>Equal and better access to training and development opportunities including:</p> <ul style="list-style-type: none"> ● Commitment to discuss training and development opportunities in PDRs and where possibly facilitate employees attending. Consideration will be given to the whole team and equal access provided. ● Where an existing employee applies for a role and unsuccessful they are provided with feedback that details how and why they did not meet the preestablished standard (based on privacy concerns expressed the union did not pursue the provision of the employers assessment of how/why other applicants for the role were considered more suitable for the role.. ● Commitment to advertising roles within teams, particularly higher graded roles. 	<p>Inclusion of a stamen committing to professional development of employees in the TfNSW, aligning to the RMS Salaried Award.</p>	<p>Rejected: this provides nothing for the RMS Award employees and does not resolve the claims as put forward.</p>

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<p>Improved Consultation with the Relevant information regarding proposed workplace change will include any consultant reports utilised to inform or instigate the proposed workplace change.</p>	<p>TfNSW will form a working group with the unions to discuss and identify opportunities to improve consultation and change management project. It will be targeted up but not be limited to:</p> <ul style="list-style-type: none"> • Early engagement with our on the need for change and opportunity for genuine input. • Maximise redeployment opportunities for impacted Provision of information that is appropriate to enable meaningful consultation 	<p>Rejected</p>
<p>Alignment of the RMS and TfNSW Awards:</p> <ul style="list-style-type: none"> • Consultation and change provisions. • Flexible work practices • Ability for employees who accrue one extra weeks leave under the RMS Award to cash out annual leave this be extended to TfNSW. 	<p>TfNSW drafting has aligned where there could be agreement</p>	<p>Resolved.</p>
<p>Seeking to improve fatigue management in rostering, improve consultation on rosters, and improve the notice provided for a change in shift.</p>	<p>Inclusion of a subclause providing for TOCs and TIOS in the TMC to be consulted with a view to developing and implementing fatigue principles and systems.</p> <p>Revised working to clarify shift length for employees on probations. Further, to allow for shorter shift lengths for those employees on training or doing alterative duties.</p>	<p>Partially Resolved: only one claim has been accepted with the view to other claims being addressed through further consultation with the view to developing a local agreement.</p> <p>It is the view of the PSA TfNSW claim to alter the shift length for training and alternative duties is rejected.</p>
<p>Inclusion of provisions that address the changes since COVID 19:</p> <ul style="list-style-type: none"> • Any pathology required by TfNSW for you to attend work sites is paid for by TfNSW and done on work time. • HVAC systems are appropriate 		<p>Rejected</p>

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<ul style="list-style-type: none"> Vaccinations where required by the employer are to be paid for and undertaken on work time. 		
<p>Awards to be updated to reflect the changes in government policy:</p> <ul style="list-style-type: none"> Entitlement of paid parental leave to reflect already existing entitlement under government policy that extends leave to the primary parent not just the mother and where there is a miscarriage or pre term birth. Domestic Violence leave updates to ensure the clause reflects government policy. 	<p>Clauses provided reflect the updates in government policy as set out in:</p> <ul style="list-style-type: none"> M2021 – 12 Paid Parental Leave and M 2021 – 11 Paid Leave in the Event of a Miscarriage or Pre – term Birth M 2018 – 03 Support for Employees Experiencing Domestic and Family Violence. 	<p>Resolved</p>
<p>Award to update provisions relating to paid travel time for delegates to reflect a decision by the IRC.</p>		<p>Rejected.</p>