



HOBART CITY COUNCIL ENTERPRISE AGREEMENT 2019

ASU DRAFT LOG OF CLAIMS – 29 MAY 2019

General Provisions

- 1. No reduction of current conditions or entitlements.**
- 2. A three year agreement with a nominal expiry date of 30 June 2022 provided outcome of negotiations is satisfactory.**
- 3. A review and updating of definitions to ensure best practice.**
The current Enterprise Agreement contains many outdated definitions, especially in relation to gender specific definitions and clauses and definitions such as “immediate family”.
- 4. Inclusion of a Casual Conversion Clause.**
The modern award was updated in October 2018 to include the right for a regularly and systematically employed casual employees to request to convert to permanent employment on a similar basis to their casual hours following the completion of twelve months of similar shifts. The ASU requests that the entitlement from the Award be incorporated into the Agreement.
- 5. Classification review during life of Agreement.**
One of the main concerns for Members is the outdated classification structure, particularly the differences between MO, ME and MT classifications and the acknowledgements of trades. We understand that this has been attempted to be updated previously to no avail. However, we are requesting that Council commits to reviewing and updating the Classification Structure as a Reserved Matter to be undertaken during the life of the Agreement and ensure best practice. This will provide Hobart City Council with adequate time to consult with the workforce around a new proposed classification structure before implementation at the next bargaining. This has worked well previously with other Tasmanian Councils and indeed Glenorchy City Council is currently reviewing their classification levels in this same manner.
- 6. Amending scope of the HCC Agreement to incorporate Doone Kennedy Hobart Aquatic Centre employees.**
The ASU requests Council’s consideration to amend the scope of the HCC Enterprise Agreement 2019 to include employees currently covered by the extremely outdated THAC Enterprise Agreement 2006. The employees at the Doone Kennedy Hobart Aquatic Centre are employed by City of Hobart and the ASU is of the belief that they should not be on any less favourable conditions than the other employees at City of Hobart. Additionally, this would create efficiencies by negating the need to negotiate 2 separate Enterprise Agreements.

7. Review of Consultative Committee Clause to ensure best practice.

Currently there is not a Joint Consultative Committee (JCC) that meets on a regular basis. ASU Members would like Council to commit to implementing and maintaining a JCC which acts as the principal group for continuing consultation between management and employee representatives. This committee would maintain its own terms of reference and provide a forum to discuss matters which may impact broadly on employees. The current Consultative Committee clause would need to be amended to reflect this claim.

Remuneration and Allowances

8. Annual Wage Increase.

To be provided.

9. Allowances to be adjusted annually by the percentage of the pay increase.

10. Superannuation payments to be maintained at 3% above the Superannuation Guarantee Contribution minimum.

The current SGC rate is just 9.5% and Hobart City Council employees enjoy a superannuation contribution of 12.5% of their wages. However the current Enterprise Agreement only provides for 1.5% above the SCG. This needs to be amended to reflect 3% above the SCG.

The SGC rate is due to begin increasing for all employees in the country as of 1 July 2021, initially to 10% but eventually reaching 12% in 2025.

Members are asking us to ensure that they don't go backwards when the government increases the minimum payment by forgoing increases above the minimum contribution amounts previously agreed to with their employer.

11. Increase to the Casual Loading to match the award which has stood at 25% for nine years.

Since the introduction of the modern award in 2010 the casual loading provided under the underlying award has been 25%. This amount was calculated by the Fair Work Commission to take into account the lost earning potential that casual employees suffer as a result of not earning leave entitlements and also takes into account the precarious nature of a casual employee's employment.

Hobart City Council maintaining a 20% loading leaves you in the company of just five other councils in the state that are yet to move their casual loading up to the minimum provided by the award.

12. Increase in Objectionable Materials Allowance.

In comparison to other Urban Medium Councils in Tasmania, Hobart City Council pays the lowest rate at just \$4.48 per day. There are numerous walking tracks within the municipality which need the removal of dead animals and being the Capital City the roads are expected to be cleared. Members would like to see an increase to either an amount per occasion or a significant increase to the daily rate.

13. Incorporate a Minimum Engagement Period for Casual Employees.

Casual employees should be entitled to a minimum shift length of at least two hours when requested to work. Nine Tasmanian Councils have placed a minimum engagement period of at least two hours in their Agreements. The minimum engagement ensures that there is real value for the casual employee completing the work that Council requires of them.

Following changes to the award in October 2018 the award now provides a minimum engagement of two hours for all casual employees. Some Council's without a minimum engagement in their agreement are having issues with the better off overall test and the minimum engagement should be incorporated into the agreement to avoid unnecessary delays.

14. Review of Availability Allowance to ensure Best Practice and Equity.

15. Review of Overtime Clause to ensure Best Practice and Equity.

The Hobart City Council Enterprise Agreement currently pays Overtime differently dependent on the employees Classification. Overtime needs to be paid consistently across all classifications to ensure equity for all HCC employees.

16. Review of TOIL Clause to ensure Best Practice and Equity.

Currently TOIL is credited to the employee on the basis of an hour credited for each hour worked. Any overtime worked should be paid or credited as TOIL at overtime rates. This is best practice with 17 other Councils in Tasmania recognising that the employee is giving up their family life balance to assist Council and therefore reimburse TOIL at the appropriate overtime rate. ASU Members would like to also be recognised and appropriately reimbursed.

17. Review of Higher Duties Clause to ensure Best Practice and Equity

18. Review of Payroll Practice in debiting RDO's.

Leave Arrangements

19. All employees to be entitled to 5 day's bereavement/compassionate leave per occasion or 10 days if it is the death of a child, parent or the employee is responsible for making funeral arrangements or they are attending the funeral Overseas or interstate.

Employees who find themselves dealing with a compassionate situation requiring leave under this clause almost always require more time than is provided under the current clause. We find that when a close family member, particularly a child, is involved the time required is extended well beyond the three days available and employees are required to make a choice between taking other types of available leave or missing the final moments of a family member's life, or helping to plan for their loved-one's funeral.

This issue is further exacerbated when interstate or international travel is required due to the extended time taken to travel. In many cases an interstate trip can take much of the first day and the return trip is the same. It is standard practice to provide employees with more paid time off in the unfortunate circumstances that result in an employee needing to travel interstate or internationally urgently due to death or serious illness of an immediate family member.

20. Increase Family Violence Leave to 20 days and provide emergency financial assistance.

Family Violence Leave is vitally important for the safety and wellbeing of your employees and the tide has definitely turned on the provision of paid leave by employers in these circumstances in recent years.

More and more employers nation-wide are adopting clauses which are similar to the ASU model clause (attached) and with the deaths of, and violence against, women in Australia seemingly only increasing it is imperative that your employees have access to adequate leave without loss of pay to deal with the issues which arise as a result of these situations.

The ASU is very passionate about the provision of adequate paid leave for those experiencing family violence with the Victorian/Tasmanian branch of the union having been responsible for inserting the first family domestic leave clause in any enterprise agreement in Australia. In 2010 at the Surf Coast Shire Council in Victoria, an ASU delegate was successful in negotiating 20 days of paid leave and a comprehensive set of conditions, including individual support and counselling.

This extra leave could be the difference between an employee escaping an abusive relationship or being another statistic in this horrible count of needless deaths. Last year 69 Australian women died, almost 6 every month. That's not to mention the less public male victims of family and domestic violence as well.

The cost to provide this leave has been calculated at just 5c per employee per day; a miniscule amount to be able to provide support to your employees experiencing this life altering violence. We have had no reports of any issues with this clause being abused at any organisation which is currently using it. On the other hand we have had a number of our members able to leave a dangerous situation as a result of this paid leave.

For further background, the Australian government's Australian Institute for Health and Welfare has published a report into the effects of family violence which is well worth a quick read. It is available from their website at: <https://tinyurl.com/y99opwge>

We ask that Hobart City Council, as a "committed to gender equity and an equal opportunity employer" increases the current Family Violence Leave entitlement from 5 days to 20 days. Additionally, this leave should stand alone and not be connected to the use of personal leave.

21. Best Practice Parental Leave Provisions Increase in Paid Parental Leave for Secondary Carer.

Recognizing the diversity in modern families, the ASU is of the view that parental leave provisions should be as flexible as possible, so new parents can use their leave in a way that achieves optimal balance between their career and caring responsibilities. In the interests of promoting Gender Equity and Family Support, ASU members request an increase in paid parental leave for the Secondary Carer. Currently the HCC Agreement provides only 2 weeks paid leave. We are seeking an increase to 13 weeks paid leave. This leave should be able to be taken anytime within 24 months of the birth of the child. This would enable the shared care of a child and allow the Primary Carer to return to their career earlier.

Additionally, a review of payment of superannuation for the primary carer while on parental is requested.

These are opportunities for City of Hobart as a "committed to gender equity employer" to step up with the likes of employers such as Hydro Tasmania and Vodafone and help address the gender pay gap.

22. Removal of Single day absences sub-clause from Personal Leave Clause

The Personal Leave Clause needs to be reviewed to reflect best practice.

23. Personal Leave Payment on Termination to be increased to 25%.

The use of sick leave and carer's leave comes at a significant cost to Council, not only monetarily, but also through loss of productivity. Members would like the payment of personal leave on termination to be increased to 25%. This would be a disincentive for employees from utilising their personal leave when they are not unwell, therefore increasing productivity.

Additionally, the clause needs to be updated to reflect the payment on not only retirement or resignation but also on redundancy.