

## CENTRAL HIGHLANDS

### 30/9 BARGAINING STATUS UPDATE

#### General Provisions

- 1. No reductions to current conditions or entitlements.**  
**IN PRINCIPLE AGREEMENT (if Performance Review Clause is maintained (see 8.))**
- 2. A two year agreement**  
ASU members are seeking an agreement up to 30 June 2022.  
**IN PRINCIPLE AGREEMENT**
- 3. Immediate family meaning/Kinship meaning**  
Currently Immediate family is defined as: a spouse, defacto spouse, same-sex spouse, former spouse, former de facto spouse, child (including foster, adopted or step child. ASU Claim is seeking inclusion of "any person to whom the employee has demonstrated is owed a similar moral duty by the employee as if a member of the immediate family of the employee". AND  
Kinship: *A relative under aboriginal kinship rules or where there is a relationship or obligations under the customs and traditions of the community of group to which the employee belongs.*  
**IN DISCUSSION**
- 4. Updates Clause 7.7 Remote Response**  
Include relevance for remote work that requires the use of a computer. As per the Award.  
**IN PRINCIPLE AGREEMENT**
- 5. Flexible Working Arrangements Clause**  
These changes mainly reflect updates in the relevant law that strengthen the onus on the employer to genuinely consider requests for Flexible Working Arrangements for employees over 55, with school aged children, carers, those who qualify for a disability pension, or are experiencing or caring for someone experiencing domestic violence. Employers are now required to meet with an employee and genuinely consider their needs, what they can offer and provide a response in writing. They can only refuse on reasonable business grounds can be demonstrated. The ASU recommends that the eligibility for claiming a FWA should be any eligible employee who is has been employed for a period of 6 months. This is consistent with the current arrangements for employee probation.  
**IMPROVED WORDING AGREED. COUNCIL POSITION IS ELIGIBILITY @ 12 MTHS.**
- 6. Joint Consultative Committee**  
Joint consultative committees (JCCs) are a mechanism for employee voice. Managers and employee representatives meet regularly in order to exchange views, deal with matters of common interest not subject to collective bargaining. ASU claim is for a JCC to operate, meeting three to four times a year.  
**IN PRINCIPLE AGREEMENT. COUNCIL POSITION IS TO MEET TWICE A YEAR.**

#### Remuneration and Allowances

- 7. A wage increase of 3.4% in 2020 and 3% in each year of the Agreement.**  
These wage requests are reasonable and should not be seen as an ambit claim from ASU members. Central Highlands Council wages are on the lower end of wages across the State and in comparison to the minimum prescribed in the Local Government Industry Award. This will ensure they do not fall behind. Claim is for back pay from 1 July 2020.  
**NOT AGREED. COUNCIL TO COUNTER-OFFER. NO PROGRESS 30/9.**
- 8. Conduct an Audit of the Performance Related Salary Increments over the life of the preceding agreement and ensure adherence in new agreement**  
Many members have reported that they have not received a salary increment as a result of a performance review when they believe they should or have not received a performance review in a timely manner e.g. moves from Level 4A, B, C and so on. We would recommend an audit of the last 3 years and adherence to the clause going forward with consideration of a monetary penalty where failure to do so applies.  
**NOT AGREED BY COUNCIL ALTHOUGH WE ARE AWARE SOME INCREMENTS HAVE RECENTLY BEEN HONOURED. Council are seeking to weaken Clause 7.1.8. Currently the legal wording states a performance increment SHALL be awarded upon meeting the specified criteria. Council are seeking a change from SHALL to MAY. This would make a decision to award an increment far more discretionary.**

**9. An increase to the On Call Allowance rates**

ASU members who are able to regularly elect to be on call for the Council. Being on call often imposes on family/ personal time. To improve the attractiveness of participation, ASU members are seeking a 10% increase on these allowances in 2020 and increases year on year in line with the wage increases agreed in this Agreement. This would lift the On Call allowances out of the bottom fifth of allowances paid by Councils' across the State.

**IN DISCUSSION**

**10. Improvement to the Call-Out/ Call-back minimum term of engagement from two hours to three hours**

ASU Claim is for a minimum engagement of 3 hours from the time the employee departs for work regardless of the work performed. It is currently 2 hours. A Call-back has a significant disruption to an employee's weekend/ personal time and should be compensated.

**IN PRINCIPLE AGREED**

**11. Superannuation parity across the workforce. Claim is for 3.0% above the Superannuation Guarantee Contribution minimum.**

Members are extremely passionate about pay parity with regards to superannuation. The current SGC rate is just 9.5% and some 24 Councils' pay their employees a higher superannuation contribution than this – up to 16%. 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. Council should guarantee that any increases to the minimum entitlement also will not be absorbed by the current superannuation rate, instead the rate payable to employees should increase when the SGC rate increases.

**COUNCIL CONSIDERING MATCHED CO-CONTRIBUTION SCHEME. NO UPDATE 30/9.**

**12. Starting Point/Location**

Whereby an employee is required to use their own vehicle for travel to a starting point or from a finishing point that constitutes kilometres' in excess of the employees regular starting or finishing point, the employee shall be entitled to an allowance in accordance with clause 7.14 Vehicle Allowance. The allowance will be applicable for kilometres deemed to be in excess of their regular commutes to and from the starting/ finishing point.

**IN PRINCIPLE AGREED**

**13. Objectionable/ Adverse Conditions Allowances**

Review the objectionable allowances conditions against updates to the Award. Improve outdoor workers/ waste transfer workers access to allowances or base pay in recognition of the regularity of this work. ASU claim is for Council to build the allowance rates into base salary.

**IN DISCUSSION**

**14. Clause 7.5.1. Overtime rates should be updated as follows:**

Monday to Saturday 12 noon - time and one half for the first two (2) hours and double time thereafter;  
Saturday from 12 noon and all day Sunday - double time for all time worked; and  
Public Holidays - double time and one half for all time worked.

**IN PRINCIPLE AGREED**

**15. Update clause 7.15 Leading Hand Allowances**

Improve the rates commensurate with the Award

**IN DISCUSSION. COUNCIL POSITION IS TO INCREASE TO AWARD AMOUNT % SALARY OFFER (TBC).**

**16. Update clause 7.16. First Aid Allowance**

Improve the rates commensurate with the Award

**IN DISCUSSION. COUNCIL POSITION IS TO INCREASE TO AWARD AMOUNT % SALARY OFFER (TBC).**

**17. Update clause 7.17.3. Job Search Entitlement**

Increase from 1 day total entitlement to 1 day per week during the notice period, commensurate with the Award. Or consider a flat rate for outplacement/ career coaching per eligible employee.

**IN DISCUSSION**

**18. Allowances.**

All allowances to increase at the same rate as wage increases (per year).

**IN PRINCIPLE AGREEMENT. PENDING SALARY OFFER.**

## Leave Arrangements

**19. Maintain their TOIL arrangement** Many members utilise TOIL arrangements to manage their work life balance and as such feel passionately about maintaining or improving the current arrangements. ASU also recommends an update to the current clause that allows any employee who chooses to cash out TOIL at the rate applicable to the time worked (including overtime rates where applicable).

**COUNCIL SEEKING 12 MTH CAP ON 76 HOUR ACCRUAL- to be paid out second pay period of January each year (to 0 balance).**

**20. Paid Pandemic Leave**

During the pandemic the importance of leave for workers who may be required to isolate has been demonstrated.

Members would feel supported by the introduction of 14 days of paid pandemic leave as has been provided by a number of Tasmanian Councils.

**IN DISCUSSION**

**21. Paid Parental Leave – Primary and Secondary carers**

ASU members recognise the financial burden parents experience when taking time out of the workplace to raise children. 70% of Tasmanian Councils pay a form of paid parental leave of between 6 and 20 weeks for primary carers. Similarly, most Councils' pay a form of paid secondary carer parental leave of between 3 days and 4 weeks. ASU members would also like Superannuation paid whilst on either paid maternity (Primary Carer) or paid paternity (Secondary Carer) leave.

**IN DISCUSSION**

**22. Provide access to up to 4 weeks Purchased Annual Leave each year.**

ASU members are interested in incorporating two weeks of purchased annual leave in this agreement. Such a scheme results in the return of approximately 7.5% of the wages for participating employees and allows for greater use of leave entitlements for things such as school holidays, overseas trips, flexibility in work arrangements, etc. We have many agreements in which this entitlement exists and would be happy to work with Council on terms which would be agreeable.

**COUNCIL NOT AGREED. ASU MEMBERS WITHDRAW CLAIM.**

**23. Family Violence**

Increase provision from 10 to 20 days paid leave. Family Violence takes such a toll on one's physical and mental health and it's so important that there is adequate time to seek assistance and guidance before returning to the workplace.

**IN PRINCIPLE AGREEMENT TO A FORM OF PAID PARENTAL LEAVE.**

**24. Christmas Leave**

Council to look at introducing (1) days paid leave during the Christmas/ New Year closure. This will be allocated specifically to one of the working days between Christmas Day and New Year's Day. This allocation applies to permanent Employees who would otherwise be required to access accrued leave provisions for these days. Employees will be required to utilise any accrued entitlements for additional days during the closure period. In the event that an Employee is required to attend work during this period, then alternate arrangements will be made to give access to an equivalent amount of leave. We are also seeking that whereby an employee does not have sufficient leave to cover this period, Council will permit the employee to accrue a negative leave balance for any days of leave required that fall during the shut-down period.

**COUNCIL NOT AGREED**

**25. Clause 6.1. Hours of Work- /Public Holidays**

ASU recommends the time at which a break should be observed is after 5 hours of work not 6. And clarity that; if an accrued rostered day off falls on a public holiday as prescribed in the NES, the next working day will be substituted, or another day by agreement.

**IN PRINCIPLE AGREEMENT**

**26. NEW CLAIM: Job Security**

ASU claim is to ensure that direct employment remains the preferred model of employment for Council. Labour Hire companies traditionally pay lesser pay and conditions to their employees than paid to Council employees. ASU members strongly believe in a focus on creating local and secure jobs with Council.

**IN DISCUSSION**