

**Glenorchy City Council
Workplace Agreement Negotiations ASU Log of Claims 2020**

On this document are and shaded as per below:

1. ASU MEMBER LOG OF CLAIMS
2. INDIVIDUAL BARGAINING REP CLAIMS
3. GLENORCHY CITY COUNCIL MANAGEMENT CLAIMS

ASU Log of Claims	ASU Discussion	GCC Position	ASU STATUS ASSESSMENT ORANGE PROGRESS GREEN AGREED RED NOT AGREED
<p>1. A wage increase of 3% in 2020 backdated to 1 May 2020. Wage increase from 1 May 2021 of 3%.</p>	<p>These wage requests are reasonable and should not be seen as an ambit claim from ASU members. Employee wages have not been increased since May 2019. CPI at the time workers were due an increase in Hobart was 3.4% and still remains in excess of the proposed freeze. This sought increase is consistent with increases paid to public sector workers (between 2.35 and 2.75%) in 2020 and the increases to Councillor Allowances from Nov 1 of 2.4%.</p> <p>Wage freezes hurt workers and the communities in which they live, work and spend.</p>	<p>GCC have not made a wage offer- will review in January and if any increase is offered will only back dated to December</p>	
<p>2. Allowances to be increased at the same agreed salary rates year on year</p>		<p>Nil wage offer</p>	
<p>3. No reductions to current conditions or entitlements</p>	<p>ASU members are seeking no removal of existing conditions.</p>	<p>Council have presented 21 items detailed in the document below ASU/IBR</p>	

		Claims. You can jump to it by clicking here	
4. Superannuation contribution increased by 1% (to 3.5% above the SCG (14%))	When the coronavirus pandemic hit, the Federal Government let many Australians to take money out of their superannuation accounts. Many did. Workers here, have partners and children who did. Some of your new employees who lost previous jobs did. More than \$33 billion has already been withdrawn, and it's estimated about half a million Australians have cleaned out their entire superannuation account in the process. Higher contributions help ensure people aren't left to rely solely on the age pension when they retire. This is a good thing Council can do and is more consistent with superannuation contributions at Launceston City Council (15.25%) Sorell Council (14.5%) and Glamorgan Spring Bay Council (16%).	Nil progress	
5. Term of agreement negotiable between 1 and 4 years depending on contents of employer offer	ASU claim is that term needs to be consistent with the quality of the offer.	Council preference for longer-term agreement: 3-year minimum, 4 years would be considered	
6. Job Security/ Labour Hire same pay/ same conditions	Direct employment should be the preferred option of council. Labour hire should be used as an absolute last resort and only for instances where work is genuinely temporary and unavailable through casual or contract temporary employment. Labour Hire workers should receive the same pay and conditions prescribed in the enterprise agreement.	Council position is not to include clauses to limit labour hire use of conditions in the EA	

	ASU has provided clauses for discussion		
7. Rights to casual conversion to permanent employment after 6 months of systematic / continuous work	A casual Employee, other than an irregular casual Employee, who has been engaged by the Employer on a regular and systematic basis during a period of six months, thereafter should have the right to elect to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. ASU can provide example clauses negotiated with at least 9 other Tasmanian Councils'.	Council position is to mirror the Award obligations and enable a claim to conversion after 12 months.	
8. Labour Hire rights to permanent conversion after 6 months of systematic / continuous work	Labour Hire workers performing systematic and continuous work for council that is ongoing should have the same rights to conversion to permanent employment as stipulated above.	Council position is not to include clauses to limit labour hire use of conditions in the EA	
9. Access to Paid Pandemic Leave ongoing (infectious disease leave)	<p>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 infectious leave disease.</p> <p>Similar considerations exist around other communicable diseases particularly where higher exposure exists due to public interaction.</p> <p>ASU can provide model clauses</p>	Nil progress	
10. Measures to ensure safe work practices under hazardous air quality and heat levels	Council monitor Air Quality with a view to ensuring that Council's policies and procedures relating to Air Quality are current and that they are communicated to all staff.	Nil Progress	

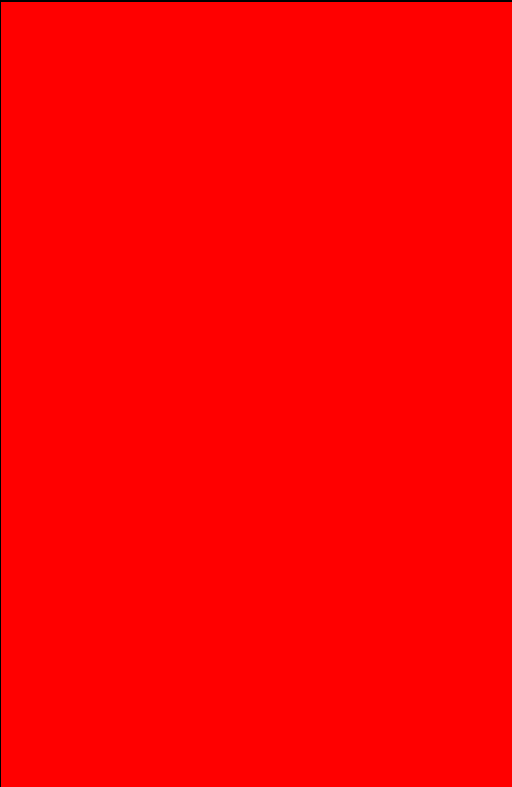
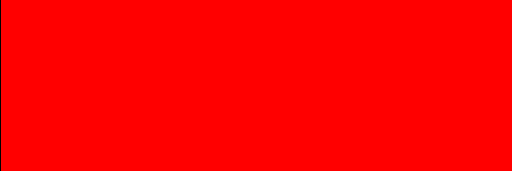
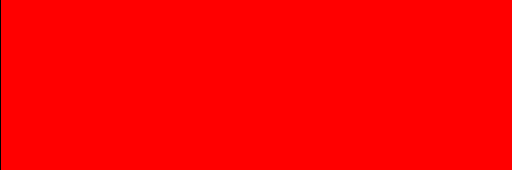


	<p>The clauses will consider measures for all employees and in particular sensitive groups. Sensitive groups include people with asthma or lung problems of any kind, people with heart disease, diabetes or previous stroke, people over 65 or people who are pregnant or on days where the EPA declares the air as very poor or hazardous, there should be no non-critical outdoor work.</p> <p>Heat Working in hot conditions can result in a number of adverse health effects - ranging from discomfort to serious illness, which are generally grouped together as heat stress. In extreme circumstances this can be fatal.</p> <p>Council has a duty to identify hazards and implement controls to eliminate or, if this is not reasonably practicable, reduce the risks associated with the hazards. The purpose of a clause to address these issues is to ensure that Council's policies and procedures relating to Excessive Heat are current and that they are communicated to all staff.</p> <p>ASU has provided model clauses.</p>		
<p>11. Superannuation paid on periods of workers compensation</p>	<p>Workers injured at work should not be disadvantaged for periods out of the workforce. They should have superannuation paid whilst on workers compensation. As stated on the Fair</p>	<p>Nil progress</p>	

	Work Commission webpage : “Some awards and registered agreements may give employees an entitlement to superannuation while they’re away from work on workers compensation”		
12. Superannuation paid during periods of parental leave	<p>Under existing federal legislation, employers are not required to make superannuation contributions for employees on paid parental leave (PPL). However a number of employers of choice have recognised the value in doing so as a way of attracting and retaining staff.</p> <p>This overwhelmingly affects the accumulation of superannuation for women, and accentuates the gender savings gap in super, which currently sees women retiring with about 30% less than men.</p> <p>Public sector agencies, some Australian Council’s, HSBC Australia, big four banks, corporates in media, energy, property are offering these benefits.</p> <p>Many paying super payments at the full-time rate for up to a period of two years while a person is on a period of unpaid parental leave.</p>	Nil progress	
13. An increase to the On Call Allowance rates	<p>Monday to Friday increase from \$30 to \$35</p> <p>Saturday and Sun \$50 per day</p> <p>Public Holidays \$50 per day</p> <p>Being on call often imposes on family/ personal time and should be adequately compensated.</p>	Nil progress	
14. Varied starting Point/Location	Whereby an employee is required to use their own vehicle for travel to a starting	Nil progress	

compensation for private vehicle usage	point or from a finishing point that constitutes kilometers' 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 kilometers deemed to be in excess of their regular commutes to and from the starting/ finishing point.		
15. Increase to Meal Allowance rates	All allowances to increase at the same rate as wage increases (per year).	Nil Progress	
16. Increase to First Aid allowances	All allowances to increase at the same rate as wage increases (per year).	Nil Progress	
17. Increase to the Objectionable/ Adverse Conditions Allowances	Increase the current \$10.87 cap per day to \$12 per day. Include Gas bottle removal, flairs, chemicals removal, batteries/ acids for example.	Nil Progress	
18. Increase to Waste Management Centre Allowance/ build into salary	Increase the current \$1.07 allowance to \$1.50. Claim is to build into salary and pay on periods of leave included as salary as it is a consistent requirement of the job. Remove the exclusion of Waste Transfer workers claiming further allowances pertaining to the existing Adverse Working Conditions Allowance above which are for distinctly different occurrences.	Nil Progress	
19. Overtime rates should be increased to double time after Saturday 12pm	Weekends are precious. Monday to Saturday 12 noon - time and one half for the first two (2) hours and double time	Nil Progress	

<p>(currently Saturday is 2 hours at time and a half and then double time)</p>	<p>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.</p> <p>This is consistent with the safety net Award.</p>		
<p>20. Paid Incident/ Occupational Violence leave to support any employee subjected to physical or psychosocial violence</p>	<p>Council workers across many areas have been subjected to violent incidents in the carrying out their duties. These incidents may have been inflicted during difficult interactions with members of the public, at service desks, in public places, parks or private sites, or in contact with dangerous animals. This can have a detrimental impact on physical and mental health and in some instances result in long term suffering and lengthy and difficult workers compensation claims. Fortunately, not all incidents have resulted in long term impacts on employees and whereby early intervention measures and supports have been enacted many have recovered and returned to their duties. A range of employees have identified the value of access to an additional paid leave entitlement and workplace supports targeted at early intervention and support. Similar examples can be drawn to paid occupational violence leave provisions secured by unions and employees (ACT teacher's union) and the Police Association in relation to Major Incidents.</p>		

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.	Council have tabled an offer including 12 weeks of paid parental leave for the primary carer and 2 weeks for the secondary carer.	
22. Access to paid lactation breaks	Breastfeeding mothers under law should be provided adequate facilities for the purposes of breastfeeding, access to a comfortable space at request and a refrigerator for example. Given the World Health Organisation recommends breastfeeding for at least the first six months of a child’s life and recognises benefits of longer feeding we would encourage council to provide access to paid lactation breaks to ensure women feel supported in their return to the workplace.	Nil progress	
23. Increase to paid Family Violence leave and relaxing of evidence requirements	Increase provision from 10 to 20 days paid leave in line with best practice provisions. Family Violence takes such a toll on one’s physical and mental health and it is so important that there is adequate time to seek assistance and guidance before returning to the workplace and that survivor’s feel supported on return to the workplace.	Nil progress	

<p>24. Access to three days paid leave during the employer directed Christmas Shutdown period</p>	<p>Council to look at introducing three (3) days paid leave during the Christmas/ New Year closure. This will be allocated specifically to three 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.</p>	<p>Ex gratia one off payment of 1 day over 2020/2021 break granted</p>	
<p>25. Additional option for annual leave loading to be banked and paid out at Christmas</p>	<p>Employees would like the OPTION to enter into an arrangement to have leave loading banked and paid out as a lump sum at Christmas</p>	<p>Nil progress</p>	
<p>26. Review of existing Job Security Clause to address vacancy control impacts on employee workload</p>	<p>Review of the current clause with a view to addressing member concerns regarding the use of vacancy control and the impacts on workloads.</p>	<p>Council position is not to include limits on vacancy control in the EA</p>	
<p>27. Review of existing Training and Development Clause to ensure access to training and succession planning</p>	<p>Review of the current clause with an aim to identify training practices and concerns around access and succession planning</p>	<p>Council have committed to establishing a sub-committee to discuss these issues</p>	
<p>28. Review Joint Consultative</p>	<p>The consultative committee should</p>	<p>Council hold a view that the Committee</p>	

<p>Committee Clause to ensure employee voice in policy/ broad impact matters</p>	<p>provide a function for employee input on policy. Many members have raised concern on the process for input on matters that broadly impact on staff particularly around an increasing expectation for private use of phones and vehicles.</p>	<p>is not representative and would also like to discuss this.</p>	
<p>29. Review of Working from Home arrangements and commitment to foster flexibility and support</p>	<p>Many members have expressed a desire to ensure working from home arrangements are maintained where they have been proven to be successful with greater flexibility offered to employees to utilise a balanced approach to working in office/ from home.</p> <p>ASU position is to see commitments reflected in the EA</p>	<p>GCC position is to offer in terms of Policy not reflected in the Enterprise Agreement</p>	
<p>30. Update to Immediate Family Definition to include Kinship/ Cultural obligations</p>	<p>Update to Immediate Family definition to include Kinship: <i>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.</i></p>		
<p>31. Update to Immediate Family Definition to include other whom an employee owes a similar moral duty</p>	<p>Addition of definition to Immediate family: <i>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”.</i></p>	<p>Council have presented a draft: The parties recognise that all relationships in a contemporary sense are captured by traditional measurement. If the relationship is not recognised by the Agreement, a number of actors which can, where relevant, be used to prove the existence of a significant relationship:</p> <ul style="list-style-type: none"> A) The duration of the relationship; B) The nature and extend of the 	

		<p>relationship</p> <ul style="list-style-type: none"> C) Whether or not a sexual relationship exists D) The degree of financial dependence or interdependence, and any arrangements for financial support, between the parties; E) The joint ownership, use and acquisition of property F) The degree of mutual commitment to a share life; G) The care and support of children; H) The performance of household duties; I) The reputation and public aspects of the relationship; and J) Any other relevant factor <p>It is not necessary to satisfy all of the above criteria to establish that a relationship is a significant relationship. Council may need to be satisfied that a significant relationship exists between the parties will apply the relevant criteria on a case by case basis.</p>	
<p>32. Rest Break of at least 8 hours between work</p>	<p>Employees should not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work.</p> <p>Where an employee is to resume or continue work without having had a minimum break, the employee will be paid at double the hourly rate for the hours worked, until he or she has had an eight hour break.</p> <p>Where all or some of the employee's</p>	<p>Agreed in principle – clauses to be exchanged</p>	

	minimum break occurs during Ordinary Hours, the employee will not lose		
33. Improvements to Flexible Working Arrangements Clause	<p>These change requests 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.</p>	<p>GCC original position was to refer to the National Employment Standards (NES) with a right to request at 12 months.</p> <p>GCC updated positions at 1/12</p> <p>ASU Clause accepted and requests can be made at 6 months</p>	
34. Rest Period- additional afternoon paid break	<p>The paid rest period is provided in the early part of a shift. For maximum productivity and best practice health and safety an additional paid break should be provided in the afternoon.</p> <p>Break time considered should be 10-15minutes best practice.</p>	Nil progress	
35. Working group to identify industry specific claims to be considered and reflected in the Enterprise Agreement. E.g Childcare, Moonah Arts	<p>Examples: Employees working at the Moonah Arts Centre and Child Care Centres and relevant Award conditions. Suggest a sub-committee working group to explore comparable</p>	Nil progress	

Centre	conditions to be reflected in the Enterprise Agreement.		
36. Improvements to employee Rights for Union Representation	Maintenance of existing rights of union members to consult freely with their union and participate in the affairs of the union. Consistent with the existing clause and for the avoidance of doubt, a union representative should be able to address new employees about the benefits of joining the union at the time they enter employment. A suitable format for this would be by way of a 30 minute presentation at relevant inductions.	Council position it to include a flyer at the induction about union membership	
37. Working group to discuss fair employment opportunities and support for traineeships	<p>Apprentices and trainees provide a way to arrest the declining service levels which result from the loss of knowledge as the aging workforce leave and retire from work.</p> <p>Many apprentices and trainees in local government in Tasmania are employed under enterprise agreements which allow them to be paid in accordance with the minimum safety net, Local Government Award 2010, not in line with the existing wage rates for other employees at Council or proportionate of. In addition, many apprentices and trainees are aged such that they are considered junior employees and results in them being paid wages which are significantly lower than their colleagues even when performing the same work. Ensuring adequate support is in place for trainees is also highly encouraged.</p> <p>As it is expected that Council will</p>	Nil progress	

increase employment in these areas we suggest a working group to address best practice for conditions and support as is being undertaken at another Tasmanian Council.

GLENORCHY CITY COUNCIL – ITEMS FOR DISCUSSION

GCC Log of Claims	GCC Discussion	ASU Position	ASU STATUS ASSESSMENT ORANGE PROGRESS GREEN AGREED RED NOT AGREED
1. Day Shift Worker - need a clear definition and removal of ambiguity. There are 7-day roster workers and there are shift workers. There should be a clear definition as the two should not be separate. See FWC decision.		More detail is required. However, ASU strongly believe conditions of employees should not be negatively impacted to a reduction in wage or conditions. Employees must be clearly informed.	
1. Joint Consultative Committee need to redesign the committee to make it a more effective consultation mechanism and guarantee communication with work groups		See ASU original claim.	
2. Paid parental / adoption leave for primary & secondary carer, may include SIDS / still born provision		See ASU original claim.	
3. Update compassionate leave to include significant relationships into immediate family definition		See ASU original claim.	
4. Clause 2.7 Fixed Term Employees - only offer fixed term contracts for a maximum period of 2 years		More detail is required.	
5. Clause 3.1 Days on Which Ordinary Hours Can Be Worked - 7-day		More detail is required.	

roster will only be paid by Council for those services that are genuinely required to regularly operate on weekends (more than 10 weekends a year– FWC definition).			
6. Clause 3.3 Early Start - remove last sentence – not needed		More detail is required.	
7. Clause 3.6 Weekend Penalty Rates – associated with shift worker definition, may be some confusion		More detail is required.	
8. Clause 3.10 Rest Period – no mention of break between finishing overtime / shift and resuming normal work- consider an eight-hour break?		See ASU original claim.	
9. Clause 3.11 Overtime - need some clarity on overtime entitlement – what base hours, weekly or fortnightly?		More detail is required.	
10. Clause 3.12 Time Off in Lieu (TOIL) - TOIL is directly linked with overtime hours worked, payout of unused TOIL is at overtime rates – Need some clarity		More detail is required.	
11. Clause 3.13 Shift Work - Council does not work afternoon and night shifts, we have 7 day shift operations, consider removal of afternoon and night shift references.		More detail is required.	
12. Clause 5.3 Study Fees Reimbursement - we have a separate directive on this, remove from EA		ASU members do not support removal of conditions from the EA.	
13. Clause 5.6 Higher Duties -3 consecutive days not just 3 days		More detail required. Why would days need to be consecutive?	

14. Clause 6.1 Annual Leave - stronger clause for excessive annual leave balances and another shift worker definition that needs alignment with the agreed definition		More detail is required. However current clause would seem reasonable.	
15. Clause 6.13 Employee Support Benefit - remove from EA		ASU members do not support the removal of conditions from the EA	
16. Clause 6.14 – Jury Service Leave – wording needs simplifying so it is understandable		Agreed in principle	
17. Clause 8.2 Redundancy and Redeployment - increase outplacement service fee to reflect actual cost, introduce a cap on redundancy payments to 52 weeks maximum (Meander Valley, Georgetown, Flinders Island,)		<p>ASU members strongly do not support a reduction in the current redundancy conditions.</p> <p>11 Tasmanian Councils have un-capped comparable redundancy calculations. A further 4 have caps but of a higher amount.</p> <p>Of the Councils that are comparable in size only two are capped:</p> <p>Hobart has a cap for new employees after 2016 of 52 weeks. Kingborough has a cap of 72 weeks.</p>	

WITHHOLD