

COB: Management Log of Claims

Date last reviewed: 12.05.21

#	Claim	ASU	*ANMF	Strategic Planning (Independent)	Other Independent Reps	Action	Notes
1	Page 3, Annexure A - FWC undertaking. Make changes to the EA to remove the need for this undertaking to remain in place.	agreed		agreed			
Section A							
2	Clause 1.2(b) - Coverage. Senior Officers are mentioned in this clause, and given the removal of Senior Officers from the Local Government Act this wording will need to be reviewed.	further discussion		no feedback		ASU to respond	Management provided clause prior 6 May meeting. ASU - no feedback at 6 May 2021 meeting.
3	Clause 1.3 - Period of Operation. It is proposed that the agreement will apply for a 3 year duration, being the same duration as our current 2018 Boroondara City Council Enterprise Agreement.	agreed		agreed			
4	Clause 1.4 - Negotiations for the next agreement shall commence in January 2024.	disagreed		agreed			ASU - want negotiations to commence three months prior to the agreement expiry.
5	Clause 8.5(d) and 36.3(b) and (c), Casual overtime and public holiday penalties. Re-word to make clearer as people have found this hard to understand. The clauses intend to convey the method for calculating overtime, which is to apply the overtime loading to the base pay and then add the casual or public holiday loading back on top.	further discussion		no feedback		ASU to respond	COB provided draft clause 9/4. Purpose of clause to propose clarity on how the penalty is applied.
6	Clause 13 - Termination of employment. It is proposed that four weeks of notice is required by both the employee and employer to terminate employment beyond 6 months of service. One week of notice to remain in place for those employed for 6 months or less (the qualifying period).	further discussion		agreed		ASU to respond	The ASU will need to check with members, but acknowledged that a standard 4 weeks' notice is common across local government. COB provided draft clause prior to 6/5 meeting. ASU - no feedback at 6 May 2021 meeting.
7	Clause 14.5(d) Lump sum redundancy provisions and \$6K minimum. Re-word to make clearer, as people have found this hard to understand. The clause intends for part timers employed pre 1 July 2018 to receive a guaranteed minimum lump sum amount of \$6K regardless of any pro-rata calculation applied.	agreed		no feedback			COB provided draft clause 9/4. ASU do not have a problem as it provided greater clarity.
8	Clause 14.5(g)(ii) - Redundancy calculations. Re-word to make clearer, as people have found this hard to understand. The clause relates to redundancy calculations which take into account the value of a vehicle where applicable. Modify wording to make it clearer that this clause applies to employees with tool of trade vehicles.	further discussion		no feedback		ASU to respond	COB provided draft clause 9/4 and re-worded clause pre 6/5 meeting in a further attempt to make clearer. No feedback from ASU at 6 May 2021 meeting.
9	*Clause 16.1 to 16.3 - Pay offer. Pay model to remain unchanged, that is tied to the rate cap, however floor amount to be set at 1% and the ceiling amount to be 2.5% (noting that the 2021 increase will only apply from the first full pay period on or after 1 July if a yes vote is achieved prior to this date). The rate cap for the 2021-2022 financial year has been announced as 1.5%. Any increases to the superannuation guarantee amount will be in addition to the pay offer in the EA.	disagreed		TBC			COB - We wish to pay all our employees in the top quartile of the market from when the 2021 EA takes effect, and accordingly select positions from pay levels 1D to 3C will have a further pay adjustment made at this time. COB provided requested financial data 19/4
10	Clause 20.2 to 20.4 - Allowances increases to continue to apply as written, however with the dates updated to cover the period of the new agreement.	further discussion		agreed		ASU have not responded to this claim yet	ASU - no view formed yet.

11	<p>Clause 24.5(h) and Clauses 24.5(j) - standard Engagement ordinary hours. These clauses block employee initiated flexible work from home arrangements, and accordingly we intend to propose changes.</p> <p><i>Clause 24.5(h) states "the hours of work for all employees will be continuous except for meal breaks" and Clause 24.5(j) states "the hours of duty of an employee having other employees under their immediate supervision will be the same as the ordinary hours of the employees so supervised."</i></p>	further discussion	no feedback	ASU to respond	<p>COB - confirmend this is the current wording which creates a barrier to WFH flexibility.</p> <p>ASU - open to consider the proposal, need to see the proposed wording.</p> <p>COB provided draft clause 9/4. ASU to take to members, not opposed to wording however would like to add 'no undue pressure would be applied to staff to agree' and 'any changes to be put in writing.' COB added draft protections & provided updated draft pre 6 May 2021 meeting. No feedback from ASU at 6 May 2021 meeting.</p> <p>COB rationale - leave balances problematic across the industry, auditors advised it is a liability risk which needs to be reduced, typically people enjoy guaranteed leave at this time and less likely to return to a lot of work.</p> <p>SP - some concern as expressed that leave balance issues would sort out given time</p> <p>COB provided draft clause 9/4 and have since adjusted to nominate 3 months notice and max 2 weeks of shutdown. ASU to go back to members, no reply at 6 May 2021 meeting</p>
12	<p>Clause 29.6(c) and (d) - Annual Leave balances and/or introduction of an annual end of year close-down provision.</p> <p>Review provisions and identify potential solutions regarding the management of high annual leave balances.</p>	further discussion	no position	ASU to respond	<p>COB provided draft clause 9/4</p>
13	<p>Clause 33.11 - Special maternity leave. Modify provisions to meet the requirements of Section 77(A) of the Fair Work Act 2009 (Cth) regarding trauma prior to or during parental leave.</p>	agreed	agreed		
14	<p>Clause 41.11 - (HSS) Respite Care cancellations. Respite care provisions to line up with home and personal care provisions as this service is now also offered during business hours (we no longer offer out of hours disability respite services).</p>	further discussion	N/A	ASU to respond	<p>ASU - to talk to the Community and Home Support people before responding. COB provided clause prior to 6 May meeting. No ASU reply at 6 May 2021 meeting.</p>
15	<p>Clause 44.1(ii) - (HSS) Special engagement. Remove "special engagement" which applied to disability services (which we no longer offer).</p>	agreed	N/A		<p>COB - advised this would not come back in foreseeable future.</p> <p>CoB provided draft clause 19/4</p>
16	<p>Clause 44.8(i) - (HSS) Travel time & records. Introduce standard travel time of 15 minutes between jobs, removing the need for travel records.</p>	further discussion	N/A	ASU to respond	<p>ASU - to talk to relavant employees and report back.</p> <p>CoB provided draft clause 19/4</p>
17	<p>Clause 44.9(a) - (HSS) Average hours calculations. Average hours for the purpose of planned leave to be reviewed on a six monthly not quarterly basis.</p>	further discussion	N/A	ASU to respond	<p>ASU - to talk to relavant employees and report back.</p> <p>CoB provided draft clause 19/4</p>
18	<p>Clause 44.9(b)(ii) - (HSS) Leave quantum payable. Remove this provision, with 44.9(b)(i) the sole option for determining the quantum of leave payable.</p> <p><i>Clause 44.9(b) states that .. "where such planned leave is annual leave, the employee may elect the rate at which they wish to take it:</i></p> <p><i>(i) the average hours calculated by Section 44.9(a); or</i></p> <p><i>44.9 (b)(ii) any numbers above the hours calculated, up to a maximum of 7.6 hours per day (38 hours per week)."</i></p>	further discussion	N/A	ASU to respond	<p>ASU - to talk to relavant employees and report back.</p> <p>CoB provided draft clause 19/4</p>
19	<p>Clause 44.14(a) - Family Violence paid leave - double the provisions as written from 10 to 20 days.</p>	agreed	agreed		<p>ASU - pleased with this and members very likely to agree. However there are some additional amendments requested in the ASU claim.</p> <p>COB - clarified there has not been volunteers/interested employees to fill the spots on the Committee, and management did not want to limit interest to a cap by geographic area in order for a functioning group. ASU - to pass this on to the members. CoB provided draft clause 19/4</p>
20	<p>Clause 44.20(b) - (HSS) Consultative Advisory Committee.</p> <p>Remove requirement for 2 x employees per geographic area, instead anyone can be a member up to a cap equalling the same total.</p>	further discussion	N/A	ASU to respond	

21	Clause 46.3(b) - (Customer Service) lunch breaks can be scheduled outside of 12pm to 2pm by agreement.	further discussion		N/A	ASU to respond	COB - clarified this would provide for greater flexibilities on how employees want to structure day (e.g 11.30am lunch) and be by agreement. CoB to add suitable wording in drafting of agreement. COB provided draft clause 9/4. COB clarified the meal break would only be taken at another time if the employee requested it, and it came about to align with WFH preferences. ASU suggested & COB added clause wording 'no undue pressure to be applied.' ASU no response at 6 May 2021 meeting
22	Clause 48.4(a) - Posting library rosters. Remove the requirement to physically post hard copies (versus distributing via email or other means).	agreed		N/A		ASU - no view yet, to talk to Library people before responding. Library delegates agreed at 6 May 2021 meeting
23	Clause 49.4(c) and 49.8. Local laws appendices. Remove clauses applicable to "supervisors", given that these roles no longer feature in the structure.	agreed		N/A		COB - confirmed supervisor positions were redundant in new structure CoB provided draft clause 19/4 Supervisor roles within Civic Services no longer exist - no need to have these clauses and sub clauses in as not relevant. ASU Delegates agreed at 6 May 2021 meeting Claim initially had incorrect clause reference. Updated to 49.9(f)(x) not 49.8(f)(x). COB - Local Law Officers are no longer required to complete parking duties.
24	Clause 49.9(f)(x). Local Laws Officers and cap on parking management duties. Remove clause, as Local Laws Officers no longer complete parking management duties.	withdrawn by management		N/A		ASU - want to maintain this, to allow for multi-skilling of team members. Management agreed to withdraw this claim at 6 May 2021 meeting. TC advised agreed in principle, subject to membership approval
25	Clause 50.11 - MCH Nurses salary spine to be updated to include the MCH Team Leader role.	N/A	Agreed	N/A		ASU - to check these items with members. CoB provided draft clause 19/4. No response from ASU at 6 May 2021 meeting
26	Clause 52.2 Planning pay table. Remove Team Leader position only, as position no longer exists.	further discussion		agreed	ASU have not responded to this claim yet	ASU - to check these items with members. Clause to be removed provided by COB on 19/4. No response from ASU at 6 May 2021 meeting
27	Clause 52.5 - Planners employed before 17.09.2014. Remove this clause, as these provisions are no longer relevant.	further discussion		agreed	ASU have not responded to this claim yet	ASU - to check these items with members. CoB advised that WFH is captured in new policy, EB clause not required. New policy distributed pre meeting. No response from ASU at 6 May 2021 meeting.
28	Clause 52.9 - Working from home arrangements for Planners. Remove this section, as less restrictive practices are now in place.	further discussion		agreed	ASU have not responded to this claim yet	COB provided draft clause pre 6 May meeting, no response from ASU at 6 May 2021 meeting
29	Clause 66.19 - Senior Officers. Given the removal of Senior Officers for the Local Government Act, revision of this wording is required.	further discussion		no feedback	refer ML2, ASU to respond	COB rationale - previously option for employees to receive the 25% loading on additional ordinary hours and believe employees would prefer the higher rate of pay in lieu of leave and super. ASU - to consult. COB provided wording prior to 6 May 2021 meeting, no response from ASU at 6 May 2021 meeting
30	Clause 8.4(f). - Part timer agreed additional hours. It is proposed that Clause 8.4(f) is changed to provide for a 25% loading on any agreed additional hours worked during the applicable spread and within 38 hours p/week. Leave accruals and superannuation would not be payable on these hours as the additional hours would be a special category of 'overtime' rather than classified as ordinary hours.	further discussion		no feedback	ASU to respond	
31	Add in required Gender Equality Clause regarding disputes and the role of the Commission for Gender Equality in the Public Sector.	agreed		no feedback	COB to provide draft wording by 14 May 21	COB - proposal to adjust existing dispute resolution clause to incorporate and then matter can be arbitrated if necessary & resolved which GE Commissioner cannot do. ASU - refer ASU item 20, assert that GE Commissioner has expertise that FWC doesn't for such matters. COB agreed, wording to be provided.

32 **Update, tidy up** or remove outdated or irrelevant terms and titles through the agreement.

further discussion

further discussion

COB to track changes prior to review of final draft

ASU - would support with additional detail and review of proposed wording

33 Clause 18. Pay leave at the **higher duties** rate conditional upon leave ending prior to expiration of acting period (which is a more generous provision than current).

further discussion

no feedback

ASU to respond

COB provided draft clause 03.05 via email

negotiations

*ANMF support ASU position on Management Log items, however will speak up if they differ