

## Yarra City Council

### REVISED LOC OF CLAIMS ON A WITHOUT PREJUDICE BASIS

ASU members reject the Council package offered on 1<sup>st</sup> June 2021 and provide the below counteroffer as advised at today's EA meeting to be considered.

Although we did not discuss this at the EA meeting today (29.6.2021) I have included clauses that we had been discussing in our Clause discussions which are still awaiting your feedback.

All other claims that Council have agreed to in principle we have not included as we assume they are still agreed in principle.

1. ASU Claim 2 - Clause 8 – A pay increase of 2% per annum or equivalent \$ figure per week whichever is the greater to be paid on 1st July each year.
2. ASU Claim 4 - Clause 8.5 – Recognition of Service Day – Increase to 2 days additional leave.
3. ASU Claim 12 and Council Claim 7 - Clause 16 - Staff Consultative Committee (SCC) – We do not agree to Council's proposed clause wording and requesting the wording remains the same as in the current EA. We may be opened to holding the meetings on a two-monthly basis.
4. ASU Claim 13 - Clause 18 – Health, Safety and Risk – additional wording to include:
  - Awaiting Council decision if you will agree to add in the word "air quality" into the EA in line with the policy.
  - Awaiting further information specifically the OHS Mental Health Policy does not include any mention of the Wellbeing Committee, how elections are held and how often or if there is any training provided. We requested that as the policy is up for review that this should be considered, and I understood Council will provide an email to confirm this would occur.
5. ASU Claim 15 and Council Claim 8 - Clause 21 – Dispute Resolution – We do not agree to the removal of "Disciplinary Action or Clause 21.1(c) Status quo provisions". Maintain current clause wording.
6. ASU Claim 19 - Clause 24 – Remote Response – Improvements
  - A minimum payment of 1 hour per phone call taken.
  - A minimum payment per call out of 3 hours.
7. ASU Claim 23 - Clause 33 – Cultural and Ceremonial Leave – Improvements to include 5 days paid leave.
8. ASU Claim 24 - Clause 39 – Emergency Leave – Improvements to include paid leave for members who cannot work, are told to stay home, or need to go home because of fire, floods, severe storms, or any other natural disaster. Awaiting Council response to confirm if you would agree to add in some wording to include natural disaster into the current clause wording.
9. ASU Claim 25 - Clause 41 – Family Violence Leave – Wording to include training for all employees on family violence. Awaiting Council to confirm wording for an exchange of emails that would confirm that you are committed to provide training regarding this clause.
10. ASU Claim 26 - New Clause – Job Security and would include no contracting out or re-ausspicing of existing services.
11. ASU Claim 28 - New Clause – Full inclusion of ASU delegates and members in the implementation of the Gender Equality Act 2020 (Vic) and the implementation of gender equality provisions of the Local Government Act 2020 including representation on committees. **A dispute relating to a systemic gender equality issue which is not resolved at the workplace level, may be referred to the Public Sector Gender Equality Commissioner (Commissioner) to deal with.** Awaiting Council response to confirm if you would agree to add in the wording highlighted above into EA.
12. ASU Claim 30 – Casual employees have the right to become permanent after 6 months, but if they choose to remain casual will have the right to annual reviews and increment progression. (Part B Clause 15.2.A(iii) has been struck out of the agreement). We do not agree with Council proposed clause wording and request that Part B wording in reinserted into agreement which includes casual conversion at 6 months not 12 months.
13. ASU Claim 36 and Council Claim 9 - New Clause – Working from home flexibility. We do not agree with Council proposed clause wording and request that wording be changed to "working from home arrangements may be agreed between an employee and employer on a case-by-case basis".

14. Council Claim 16 – ASU members may agree to this claim subject to what is agreed within this entire revised log of claims.

### **Road Infrastructure Maintenance Specific Claims**

15. ASU Claim 68 - New Clause – All work performed on public holidays or gazetted replacement days will be paid at double time and a half. ASU confirmed that members are requesting to be paid at triple time and a half for compensation for having to work on these days and be away from their families and friends.

### **Children’s Services Specific Claims**

16. ASU Claim 71 - Appendix to be created for Children Services. We are awaiting response from Council to confirm if you will agree to an appendix.
17. ASU Claim 73 - New Clause - Educators that are working with kindergarten teachers will be provided 8 hours noncontact time. ASU confirmed that this claim has been revised as follows: “Educators will be provided a minimum 4-hour non-contact time”.
18. ASU Claim 75 - New Clause – Standby pay for employees when they have finished their shift and there is a gap in between the end of their shift and when they are required to attend the centre staff meetings.
19. ASU Claim 77 - New Clause – Preserve Christmas shut down for all centres.
20. ASU Claim 78 - New Clause – Part A EEEA definitions Diploma Qualified, Early Childhood Educator and Educator Leader to be inserted. ASU confirmed it is simply inserting the exact wording from relevant clauses as stated.
21. ASU Claim 79 - New Clause – Part B EEEA Clause 1,2,3 and 10 inserted. ASU confirmed it is simply inserting the exact wording from relevant clauses as stated.
22. ASU Claim 80 - New Clause – Part C EEEA Clause 16.6 d & e, 17, 18.1, 19, inserted. ASU confirmed it is simply inserting the exact wording from relevant clauses as stated.

### **Library Services Specific Claims**

23. ASU Claim 84 - New Clause – RDO option of a 9-day fortnight or 19-day month for all fulltime employees regardless of whether you work a 35-hour week or 38-hour week. RDO’s will be Monday and Fridays unless otherwise negotiated with individual employee. ASU confirmed that we are requesting that Non workday is included in the appendix and that if a non-workday fall on a public holiday an employee can choose to take a different day off. Members confirmed that they traded off their Flex time for this arrangement and the wording was left out of the last EA document.
24. ASU Claim 86 - New Clause – Allowance to be paid to employees who are members of Australian Library and Information Association (ALIA). ASU members provide the following feedback to Council response to this claim: Information be more publicly available to employees. Insight newsletter/magazine is not being sent out to employees. How can employees’ access ALIA via councils account?

### **Extended Home Care Services Specific Claims**

25. ASU Claim 89 - New Clause – Training – Ongoing training allowance of up to \$3000 per person, per annum to support employee’s skills and ability to gain employment beyond 2021 or whenever Yarra City Council ceases HACC services. The training should not have to relate to HACC sector. Awaiting Council to provide some proposed wording from our discussions and to confirm if this will be an exchange of letters or if it will go in the EA.

### **Parking Officers Specific Claims**

26. ASU Claim 92 - New Clause – Heat procedure/policy for this work group to reduce from 38c to 36c. ASU confirmed members are seeking that the specific work group weather policy is amended to reflect that the temperature will be measured by the actual location you are working not the Olympic Park. We also sought clarification on who the night shift crew would call at night as they do not have an LSO.

### **For Further information please contact:**

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