

WARATAH-WYNYARD COUNCIL

General Provisions

1. No reductions to current conditions or entitlements

09/09/21 - Management Response: The concept of no reductions to current conditions or entitlements is understood, but the notion of bargaining allows for some reduction in order to allow other gains.

2. Union Delegate (clause 2.4)

An update to this clause which sees ASU information included in induction packs, along with delegates being permitted to meet with new employees during their inductions to discuss the Union with them.

09/09/21 - Management Response: Union membership and union delegates are included in Council's online Corporate Induction Session. No further change is necessary. Will provide copy of online Induction page to Union Delegates for review.

3. Part-time Employee minimum engagement (clause 5.1)

In recent negotiated agreements, the ASU have noticed the Fair Work Commission is requesting all Agreements to clearly state the minimum engagement period for both Casual and Part-time employees. ASU recommends the minimum engagement period of 3 hours for part-time employees be included in 5.1 of the Agreement.

23/09/21 – Management Response: Agree to add minimum engagement of 2 consecutive hours, which is consistent with existing clause relating to casual appointment.

4. Casual Conversion (clause 5.2)

Casual Conversion clause from the Award to be incorporated into the Agreement. The modern award was updated in October 2018 to include the right for 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 regular and systematic shifts. The ASU requests that the entitlement from the Award be incorporated into the Agreement.

23/09/21 – Management Response: Agree to update wording to reflect existing legislation

5. Banking of Hours (clause 6.3)

The Local Government Industry Award 2010 requires that employees be permitted to bank TOIL for a period of six months under clause 21.3(e). Members are requesting the Agreement be updated to allow an increase from the current 5-days within a three-month period to bring Council's provision in line with the Award minimum provision.

Management Response: Management agree to amend to 6 months

6. Indoor workforce to be entitled to a 9-day fortnight (clause 6.7)

The indoor workforce is requesting the ability to enter into a nine-day fortnight working arrangement similar to that currently in place in the outdoor workforce. This would be on an individual basis where it is deemed to be a workable solution for the business unit in question. Not all business units will be able to participate, but there are many where there should be no problem accommodating this type of work arrangement and where a productivity increase would be gained by either extending the working hours on the remaining days of the fortnight or shortening the time taken for a lunch break on each shift.

23/09/21 – Management Response: EA already allows for staff to apply for IFA by mutual agreement.

Agreement comments: ASU does not agree. Take back to GM for further consideration

Remuneration and Allowances

7. A wage increase of 4.0% or CPI, whichever is the greater, or a flat rate of \$45 per week or CPI, whichever is the greater, in each year of the Agreement (clause 7.1)

A wage increase of 4.0% is required due to the significant increases in cost of living pressures being experienced by your employees. The most recent CPI figures released, for year to June 2021, showed a huge increase from 1.1% to 3.6% (Hobart) and for employees in regional and remote Tasmania costs have increased significantly over the life of the last enterprise agreement.

09/09/21 – Management Response: A flat rate increase of \$17 per week (equivalent to 1.3% or \$884 per annum) in year one of the agreement, 1.3% in year two and a 1.5% increase in year 3.

Agreement comments: It was agreed to leave this to the end of negotiations.

8. Superannuation (clause 7.7)

Members are extremely passionate about pay parity with regards to superannuation. The current SGC rate is 10% and some 24 Councils' automatically pay their employees a higher superannuation contribution than this – up to 16%. ASU members are calling upon Council to commit to paying 3% above SGC rather than the current additional contributions made by Council where an employee is required to contribute themselves. The current arrangement particularly disadvantages the lower paid employees who may not be able to afford to contribute additional money into their superannuation, but who are likely to need the additional superannuation the most to ensure a comfortable retirement in the future.

23/09/21 – Management Response: SGC is expected to move over the next few years. Currently 10% and will increase by 0.5% every year until it reaches 12% by 1 July 2025. Suggest removal of existing co contribution scheme and converting to an increase in superannuation for all equivalent to cost of existing scheme (ie SGC +1%). Overall, the cost of the current scheme to the organisation is 1% This is more equitable to all.

Agreement comments: ASU to take this back to members for discussion – members do not want to change the current system

21/10/21 – Management Response: Consult with GM about the SGC or 0.5% (whichever is higher) increase each year.

9. Uniforms (clause 8)

ASU members want to see the uniform allowance increased for Works and Services, Council Offices, Wonders of Wynyard Exhibition Centre and Children's Services. This is to keep in line with the cost of living and rises to the cost of these items in particular.

23/09/21 - Management Response: Agree to increase PPE issue from 2 to 5 items and remove reference to annual issue. Items to continue to be replaced on a wear and tear basis. Shorts are not PPE and therefore not included as part of the uniform provision.

21/10/21 – Non-compulsory uniform allowance remains unchanged.

10. Influenza Immunisations (clause 8.5)

ASU members want to see the inclusion of any immunisations that may be needed moving forward. In particular, they would also like Council to allow all employees to have their immunisations during work time.

07/10/21 – Management Response: Employees already have sufficient options available to have immunisations in work time. Request to have it documented to have vaccinations during working hours.

11. Allowances

Additional allowances should be included in this agreement. These include (but are not limited to):

- Objectionable Materials Allowance
- Adverse Conditions Allowance
- First Aid Officer Allowance

All allowances should also increase at the same rate as the wage increase per year of the agreement.

Management Response: No reason to add these allowances to the agreement. Will agree to increase current allowances @ same rate as wage increase per year (i.e., Indoor/Childcare uniforms)

Leave Arrangements

12. The implementation of a No Debit No Credit Personal Leave scheme (clause 9.1)

The general principle of this no debit no credit system is that sick leave entitlements are not accrued. If an employee is sick, they will be granted sick leave as long as evidence requirements are met. The limitation is that any single event cannot exceed 6 months.

This recognises that no-one chooses to become sick, and their recovery/care should not be hampered by the stress of not having an adequate sick leave balance. Where similar systems have been in place, sick leave usage has decreased, whilst providing an entitlement to those who need it.

This leave also incorporates carer's leave.

Management Response: Do not agree to this scheme. Council personal leave is taken at a very high level. There is not the confidence or reporting mechanisms in place to give comfort that this process would provide benefit.

13. Compassionate Leave evidence requirements (clause 9.4(iii))

The death or serious injury of an employee's immediate family or household member can be a traumatic and complex time. The requirement for an employee to obtain a medical certificate or signed Statutory Declaration when a member of the immediate family or household has died is outrageous. Members would like to see this changed to providing a copy of the death or funeral notice, as is the usual practice with most other employers.

Management Response: Management agreed to add funeral/death notice as evidence requirements.

14. Leave Loading (clause 9.6(d))

ASU members want to suggest changing when the 17.5% leave loading is paid. As per the current clause, leave loading is paid at the time of leave being taken. For most, this means the leave loading is not paid until the pay period after the leave has been taken. ASU members would like all employees' leave loading to be paid in the first pay period in December of each year. This benefits all employees as they have a little more spending money close to Christmas and benefits Council by not having this accrual sitting there on the books and being taken at higher pay

rates than it was earned at if held for future years. It simplifies the payroll processes, creating an efficiency in this area as well, and employees continue to receive their usual pay rate when away on leave.

Management Response: Agree to move everyone to last full pay period in November.

15. Paid Parental Leave – Primary and Secondary (clause 9.11.3)

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 primary and secondary carers leave. ASU members are calling upon WWC to pay 12 weeks primary carers leave and 4 weeks secondary carers leave to all full-time employees (pro-rata for part time employees). Members would also like the continuous service eligibility to be decreased from 2 years to 1 year.

The clause should also provide consistent paid parental leave in the event of stillbirth, adoption, or foster care. A separate paid leave entitlement should also be granted in the event of miscarriage.

ASU members would also like Superannuation paid whilst on either paid primary or secondary carers leave.

Management Response: Paid Parental Leave to remain at 2 years of initial service and 12 months of service between entitlements. Agree to increase from 10 weeks to 12 weeks and the inclusion of superannuation on the paid leave. Agree to increase Secondary Carer leave from 2 weeks to 4 weeks or 8 weeks half pay.

Management agreed to pro-rata after one year, but members have requested the removal of the 12 months return between leave requests.

16. Family Violence and Personal Emergency Leave (clause 9.12.1)

Members want to see an increase to the provision from 10 days paid leave to 20 days of paid leave with additional paid leave being made available at the discretion of the General Manager.

In the past few years there has been significant progress on the provision of family violence leave and we now have 20 Tasmanian Councils who have moved towards providing paid family violence leave and others currently actively bargaining around this item.

This leave is vitally important for the safety and wellbeing of your employees and family violence should be seen as a workplace issue. An employee experiencing family violence is unlikely to be working at their full potential and is likely to be utilising their personal leave and annual leave entitlements to offset the violence being experienced at home.

We ask that WWC increase the paid component from 10 days to 20 days paid leave to provide the time needed, to relocate, seek legal assistance, provide care, and support and seek counselling themselves to deal with the issues which present as a result.

This leave could very well save the life of one of your employees and we have had zero complaints of misuse in any of the organisations which we have bargained this paid entitlement into an agreement with.

Management Response: Split 'Family Violence Leave' and 'Personal Emergency Leave'. Family Violence Leave to increase to 15 paid days and Personal Emergency Leave to be up to 10 paid days at General Manager's discretion on the exhaustion of other leave entitlements.

17. Voluntary Emergency Management Activity (clause 9.14)

ASU members are very passionate about defending and assisting their community in times of need. There are employees who participate in Voluntary Emergency Services activities and the ASU believes that your employees' requests for an increase from 5 days to 10 days paid leave for the purposes of voluntary emergency management activities with specific organisations is not unreasonable.

Management Response: Do not agree to increase. Current provisions adequate and no known circumstances where the existing clause has caused concern.

Bargaining Reps want to Add provision for additional leave at the discretion of the GM

18. Redundancy notice period (clause 11.2.1)

ASU members are unsure about what the future holds with secure jobs in Tasmania. Because of this, members would like to have the notice period for redundancies to be increased from 4 weeks to 12 weeks. This will enable employees to start looking for future work should a redundancy need to take place.

Management Response: Agree to increase from 4 weeks to 8 weeks' notice.

19. Redundancy pay (clause 11.5)

Members would like Council to increase the severance payment from 3 weeks per year, capped at 48 weeks to 4 weeks per year (pro-rata for part year), capped at 60 weeks.

Just 16 of Tasmania's 29 Councils cap redundancy entitlements at all, and only three councils (including yours) provide a cap at 48 weeks. Not one of the roughly 4000 local government employees in the state has a worse entitlement to redundancy pay than that which is offered at WWC.

Management Response: Do not agree to increase severance payment but willing to negotiate increasing 48 week capping.

20. Public Holidays

A clause relating to Public Holidays to be included in the agreement stating the following:

“Public Holidays are recognised in this Agreement as all National, State or Local holidays gazetted under the Tasmanian Statutory Holidays Act 2000 that apply for the Waratah-Wynyard municipality or for the workforce. Employees are entitled to be absent from work without loss of pay on the following public holidays observed by Council:

• New Year’s Day • 8 Hours Day • Australia Day • Queen’s Birthday • Good Friday • Burnie Show Day • Easter Monday • Easter Tuesday • Recreation Day • Christmas Day • Anzac Day (when gazetted) • Boxing Day”

Management Response: Agree to add line with definition from FWA.

21. Paid Pandemic Leave clause

ASU members call upon Council to make available to all employees 15 days paid pandemic leave. This leave is to provide financial support to employees who cannot attend work because they either have to have a test or have been directed to isolate or quarantine. This leave can be used within a 12-month period and is non-cumulative.

Management Response: Do not agree to inclusion. Employees have access to Personal leave/annual

leave/emergency leave or 2 weeks unpaid pandemic leave as per the Local Government Industry Award 2020.

Bargaining Reps want Pandemic Leave specified, specifically to address when workers are required to quarantine for 2 weeks through no fault of their own.

Additional Clauses

22. Workload clause

WCC to recognise the benefits to both the organisation and the employee gained through a balanced professional and personal/family life. Employees should be afforded the opportunity to request a review of their workloads if they believe it is unreasonable. (ASU to provide clause example)

Management Response: Do not agree to inclusion of this clause

23. Working from Home clause

It is understood that Waratah-Wynyard Council recognises the benefits of providing flexible working arrangements that will support your people with balancing the demands of work, with their family and/or personal responsibilities.

ASU recommends WWC reflect this commitment through the following example in the EA document.

“WWC recognises the benefits of providing flexible working arrangements that will support our people with balancing the demands of work, with their family and/or personal responsibilities.

Working from home may be either ad-hoc, temporary or regular/long term arrangements, but must not equate to more than 80% of normal working hours per week, unless there are exceptional circumstances of a short-term nature that need to be accommodated.

Arrangements to work from home may be negotiated on a case-by-case basis between the Employee and the Employee’s Manager in accordance with a WWC Working from Home Policy.”

23/09/21 – Management Response: Agree to add new clause as follows: “WWC recognises the benefits of providing flexible working arrangements that will support our people with balancing the demands of work, with their family and/or personal responsibilities. Arrangements to work from home may be negotiated on a case-by-case basis between the Employee and the Employee’s Manager by mutual agreement”