



23 July 2021

Yarra City Council
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Dear Combined Unions

Re: Enterprise Agreement Negotiations – Management’s “Without Prejudice” Final Offer

This correspondence is provided following genuine consideration of the discussions held at the latest Enterprise Agreement Meeting on 20 July 2021. Whilst it is acknowledged that the AEU have provided an “in principle” agreement to Management’s offer of 1 July 2021 and that PA were not in attendance at the latest meeting of 20 July 2021, it is also noted that the ASU and ANMF rejected Managements revised offer of 1 July 2021 and that the ASU provided a counter-offer (inclusive of salary increases and conditions).

The Management Negotiation Team have now considered the counter-offer tabled by the ASU on 20 July 2021 especially noting the request for a further increase in the quantum to 2% per annum each year (or an equivalent increased dollar amount per week) and advise that we are unable to accept this offer. The counter-offer requested is well outside of current industry standards and would provide significant financial strain on Yarra City Council over the life of the Agreement.

As such, the Management Negotiation Team provide this document detailing a summary of Management’s final offer. This summary is also inclusive of the conditions of employment that were also tabled and discussed by the ASU at the meeting of 20 July 2021 and should also be read in conjunction with the previous documents provided by Management of 23 April 2021 and 1 July 2021.

In summary the Yarra final salary offer will provide the following secure, defined and extremely competitive pay increases over the life the Agreement:

	%	or \$ (whichever is greater)
Year 1	1.5%	\$25 per week
Year 2	1.75%	\$26 per week
Year 3	1.85%	\$27 per week
Year 4	2%	\$28 per week

This offer is seen to be very competitive in the current market and the offer equates to 7.1% or \$106 per week over the life of the Agreement or whichever is greater. In real terms salary increases are \$5,512 - \$8,341 per annum or 7.1% - 9.94% over the life of the Agreement.

The offer is inclusive of:

- The addition of Gender Transition Leave
- Increase to Allowances
- Salaries back paid until the first complete pay period from 1 July 2021
- Casual conversion clause to be included into Agreement and staff eligible from 6 months of employment (this clause to be effective from the date of the Agreement being certified)
- Disputes Resolution Clause (the ability for Final Warnings to be able to be referred to FWC for resolution)
- Removal of Managements claim in relation to the changes to the clauses of the SCC (with the exception of the two-monthly meetings as agreed between the parties)
- Retain the option of Annualised Salary Clause
- Broaden the scope of Emergency Leave to include “natural disaster” (as agreed between the parties)
- Broaden the scope of the Transition to Retirement clause (as agreed between the parties)
- Gender Equality clause – allow issues of systemic gender equality issues which are not resolved at the workplace level, may be referred to the Public Sector Gender Equality Commissioner to deal with the matter (as agreed between the parties)
- In addition to this, the offer includes all the claims agreed between the parties in the individual Appendix Discussions.

For the sake of further clarity, please refer to the attached document which is also provided to address the specific claims put forward by the ASU in their correspondence of 29 June 2021 and referred to in the Enterprise Agreement negotiation meeting of 20 July 2021.

It is appreciated that all stakeholders have been involved in good faith negotiations of this Agreement since December 2020. We are hopeful that Management’s offer provides staff with sound increases, unique terms and enhanced conditions of employment in comparison to other Local Government Council’s and is acceptable to the parties. Yarra staff already have the benefit of some of the highest leave conditions across the Victorian Local Government Industry. This Agreement secures those conditions for a further four years and in some areas even enhances these conditions.

The Yarra offer includes ongoing salary increases which are very generous given the current climate we are in considering the State Government Rate Cap being reduced to 1.5% for 2021/22. At Yarra, we have decided against linking salary increases to rate capping (which has been done by many other metropolitan Council’s). Our offer is therefore clear and secure for staff providing firm pay increases irrespective of rate capping and other external factors.

Furthermore, the City of Yarra has already absorbed an overall increase in employment costs due to the 0.5% increase in superannuation which was effective in July 2021. Whilst this additional increase in superannuation (from 9.5% to 10%) is a great benefit to staff, it does have a financial impost on our budgets. It should also be noted that there are further superannuation guarantee increases expected over the life of this Agreement.

The Yarra salary offer has had considerable thought and attention applied to the increases to ensure that all our staff benefit. This is the first full Agreement at Yarra that provides for pay increases that are linked to a minimum \$ amount per week or a % (whichever is greater). For clarity, this provides a win/win situation for ALL our staff. The minimum \$ amount per week ensures that our Bands 1-5 staff (who form the majority of our workforce) will receive increases greater than what the standard % increase would have normally provided.

Most importantly, this Agreement will lock-in some financial certainty of guaranteed pay increases for our staff and your members during these uncertain times.

Management is mindful of providing staff with pay increases as soon as possible, therefore we respectfully request the unions embrace and endorse this offer.

Should you have any questions regarding this offer, please contact Russell McGregor, Senior Industrial/Employee Relations Advisor, any other member of the Management Negotiating Team or myself.

Yours sincerely

A handwritten signature in black ink that reads "K Johnson". The signature is written in a cursive style with a large, looped initial "K".

Kristina Johnson
Manager, HR Services and Support

Attachment: Detailed response to ASU claims
Yarra's Presentation on Salary Offer

cc. Management Negotiation Team (Rose Barletta, Sally Jones, Malcolm Foard, Joe Agostino, Russell McGregor)
All parties involved in the Yarra EA Negotiating Meetings

ATTACHMENT

Yarra City Council

Without Prejudice - Response to ASU Claims

- 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.
Not Agreed – Salary offer is 1.5% - 2% or \$25 - \$28 per week (whichever is greater).

	%	or \$ whichever is greater
Year 1	1.5%	\$25 per week
Year 2	1.75%	\$26 per week
Year 3	1.85%	\$27 per week
Year 4	2%	\$28 per week

Given the minimum \$ amount per week this represents a very competitive and secure pay increase for all Yarra staff.

- ASU Claim 4 - Clause 8.5 – Recognition of Service Day – Increase to 2 days additional leave.
It is noted that the ASU have removed this claim as detailed in the meeting of 20 July 2021.
- 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.
It is noted that MNT have removed this claim with the exception of meetings every two (2) months and that this has been agreed by the ASU as detailed in the meeting of 20 July 2021.
- 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.
As detailed in the meeting of 20 July 2021, this claim is not agreed to.
 - 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.
An email has been provided to the ASU on 22.7.21 addressing this claim with confirmation regarding when the OHS Mental Health Policy will be reviewed and the factors that will be considered as a part of that review.
- 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.
As per discussions, MNT revised/reduced our claim in relation to this and it will continue to allow Final Written Warnings to be referred to the FWC. It is noted that this revised offer was still rejected by the ASU in the meeting of 20 July 2021. Following due consideration MNT are still maintaining the “revised” position on this claim and are seeking to remove the ability for First Written warnings to be referred to the FWC.
- 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.
 It is noted that the ASU have removed this claim as detailed in the meeting of 20 July 2021.
- ASU Claim 23 - Clause 33 – Cultural and Ceremonial Leave – Improvements to include 5 days paid leave.
It is noted that MNT have rejected this claim and that in the meeting of 20 July 2021 the ASU have reduced this claim to increase cultural leave to 4 days (currently 3 days). Following due

consideration and noting that this provision at Yarra is already well above industry standard and that the 3 days are currently not being utilised to the full capacity, this claim is not agreed to.

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.
It is noted that the MNT have responded to this claim and agreed to broaden the Emergency Leave provisions to include “natural disasters” and as such the ASU have accepted this proposal (as detailed in the meeting of 20 July 2021)
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.
Yarra City Council has a comprehensive section in our Enterprise Agreement pertaining to Family Violence. This section details our commitment in supporting employees who are experiencing family violence (or supporting employees who are the support person). Further to this we also ensure that our internal staff that are responding to any queries on family violence have received the appropriate training. An email was provided to ASU on 21.7.21 supporting this commitment.
10. ASU Claim 26 - New Clause – Job Security and would include no contracting out or re-ausspicing of existing services.
This claim had been rejected by the MNT however it is noted that at the meeting of the 20 July 2021 the ASU are seeking for this claim to be included. MNT have further considered this claim and are not able to provide any further commitments to this claim, however, reconfirm our commitments to complying with the consultation clauses of the major changes provisions to the EA. This claim is therefore not accepted by the MNT.
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.
It is noted that the MNT have previously advised that they agree to the Gender Equality Clause and that the ASU acknowledge this in the EA discussions of 20 July 2021. As such this claim has reached in principle agreement and is no longer in dispute.
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.
At the meeting of 29 June 2021, MNT agreed to amend/reduce to the casual conversion claim and agreed to eligibility being after 6 months not 12 months as requested by the ASU and for this to be effective from when the Agreement is certified. It is noted that at the meeting of 20 July 2021 the ASU are acceptable to the claim with an amendment to the implementation date being 1 June 2021. It is well known with Agreements that conditions of employment are legally not applicable until the Agreement has been certified and that this is industry standard. As such, the request to bring forward the implementation date of the casual conversion is not agreed to.
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”.
MNT agree to this addition to the flexible work arrangements clause with some slight enhancements to avoid any misunderstanding. Proposed wording is: *“working from home arrangements may be agreed between an employee and employer on a case-by-case basis . These arrangements, following requests by the employee and by agreement with Management, may alter the span of hours for that employee to accommodate their home/work life balance.”*
14. Council Claim 16 – ASU members may agree to this claim subject to what is agreed within this entire revised log of claims.
Salary clause. No further discussions required.

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.

Following discussions and consideration MNT has previously rejected this claim. In the meeting of 20 July 2021, the ASU have advised that this claim has been altered and the new claim is to be paid double time and a half plus 1 day in lieu. Given that Yarra are already meeting our Award entitlements, and the financial impost and operational impacts of accruing more time off, this claim is not accepted.

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.

Agreed 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".

Partially Agree to this claim. Diploma educators are currently entitled to 2 hours non-contact time. Management agree to extending this to 4 hours per week non-contact time for Diploma educators only and enshrine the 2 hours per week non-contact for certificate 3 educators. Casuals and contractors should be excluded unless they are formally seconded to a position. The non-contact time will be applied pro-rata.

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.

As previously advised, following genuine consideration and noting the financial implications this claim has not been agreed to.

19. ASU Claim 77 - New Clause – Preserve Christmas shut down for all centres.

As previously advised, following genuine consideration and noting the implications to the service and families, this claim has not been agreed to.

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.

MNT have previously advised that they agree to include these definitions and the ASU acknowledged at the meeting of the 20 July 2021 that this claim is now resolved.

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.

MNT have advised we are seeking a copy of the specific wording that is being requested. At the meeting of 20 July 2021 the ASU agreed to supply this wording. The wording has now been supplied by the ASU. Management agree with minor adjustments to reflect the nature of our service. For clarity, an updated clause attachment will be provided to the ASU separately via email.

- 16 d and e – **minimum no of hours for casuals**

Although we adopt this in practice, for consistency reasons across the document and with other work groups we are unable to agree to this claim.

- 17 – **rostered hours worked** – Agreed as defined by the roster.

- 18.1 – **meal breaks** –

Management do require some flexibility in the time of the meal break. Whilst we can agree to the stating the commencement and finishing times, we cannot agree to the time when each meal break will be taken.

- 19 – **organisational days**

- 19.1 Agree – this already offered.

- 19.2 – Disagree, however, as per claim 74 management have already committed to one additional day for set up when the service opens.

For clarity, MNT will provide a direct email to the ASU with a summary of the proposed claim and the proposed wording of this clause.

- 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. MNT have advised we are seeking a copy of the specific wording that is being requested. At the meeting of 20 July 2021 the ASU agreed to supply this wording. This wording has now been supplied by the ASU and the following is Management’s response:

- 16 d and e – **minimum no of hours for casuals**

Although we adopt this in practice, for consistency reasons across the document and with other work groups we are unable to agree to this claim.

- 17 – **rostered hours worked** – Agreed as defined by the roster.

- 18.1 – **meal breaks** –

Management do require some flexibility in the time of the meal break. Whilst we can agree to the stating the commencement and finishing times, we cannot agree to the time when each meal break will be taken.

- 19 – **organisational days**

- 19.1 Agree – this already offered.

- 19.2 – Disagree, however, as per claim 74 management have already committed to one additional day for set up when the service opens.

For clarity, MNT will provide a direct email to the ASU with a summary of the proposed claim and the proposed wording of this clause.

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.

MNT had previously advised that this claim and it was not agreed to. At the meeting of 20 July 2021, the ASU advised that this claim remains on the log. Following further consideration and consultation by the MNT, this claim is still not supported by MNT.

- 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?

MNT had responded to this claim that it would work through the matters and resolve this at the Local Level through the Library SCC. The ASU advised at the meeting of 20 July 2021 that this response is accepted and this claim is now resolved.

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.

At the meeting of 20 July 2021 the ASU have confirmed they are still seeking a response to this. Management have provided an email response to ASU of 22.7.21 clarifying our commitment to supporting staff and the willingness to have further discussions on this matter however that we are unable to agree to an allowance of \$3,000 per annum.

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.

At the meeting of 20 July 2021 the ASU have confirmed they are still seeking a response to this. Management have provided an email response to the ASU of 22.7.21 outlining the rationale to keeping with the current site location and the additional risks associated from moving away from the Olympic Park location.

In relation to the Parking Night crew, in the absence of anyone else duly nominated as the Supervisor for that shift, they may call on the Coordinator Parking and Compliance should there be any issues that need to be addressed during that shift.