

BRIGHTON COUNCIL

General

- 1. No reductions to current conditions or entitlements**
- 2. Various administrative drafting changes and recommendations**
See Appendix A to this log of claims.
- 3. Term of agreement**
Negotiable between 3 and 4 years depending on contents of employer offer.
- 4. Status quo during a dispute**
To introduce wording to preserve the pre-dispute status quo whilst a dispute is being heard.
- 5. Nine day fortnight**
To re-introduce the nine day fortnight, for outdoor and indoor employees who wish to participate.
- 6. Update to performance review timeliness**
For the avoidance of doubt, members seek that where applicable *"a new classification, and subsequent pay increase, shall be effective from the first full pay period after the Employee's annual review was completed. If an Employee's performance review is not completed by the end of November? (to be determined by Council) for any reason, any reclassification which arises as a result of the performance review shall apply from the first full pay period in November of the year it should have been undertaken."*

Remuneration and Allowances

- 7. Wage and allowance increases**
A wage increase of 4% or CPI (March Hobart CPI is 5.8%) whichever is the greater, from 1 July 2022.
A wage increase of 4% or CPI (March Hobart CPI), whichever is the greater, from 1 July 2023.
A wage increase of 4% or CPI (March Hobart CPI), whichever is the greater, from 1 July 2024.

These wage requests are reasonable and should not be seen as an ambit claim. Brighton Council has confirmed a rate rise consistent with the March CPI (5.8%) and are in a financially sound position to ensure workers' wages keep up with the rising cost of living.

Brighton will benefit from keeping wages and conditions competitive across Local Government in Tasmania.

Comparisons references below:

TAS LG INCREASES	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
BRIGHTON	-	-	-	2.5%	3.4%	2.5%	2.5%	2.5%	2.5%	2.5%
HIGHEST	5.9%	5.4%	5.8%	3.5%	3.6%	4.0%	4.0%	4.0%	4.0%	4.0%
LOWEST	-	-	2.0%	1.0%	0.0%	2.2%	2.0%	2.0%	1.3%	2.0%
AVERAGE	-	-	3.9%	2.5%	2.2%	2.8%	2.6%	2.6%	2.3%	2.8%

- 8. Superannuation paid during periods of workers compensation**
Workers injured performing their job should not have their retirement income disadvantaged.

Leave Arrangements

- 9. Paid Pandemic Leave**
During the pandemic the importance of leave for workers who may be required to isolate has been demonstrated and supported by Council. Members would feel supported by the introduction of paid pandemic leave into the Enterprise Agreement including ongoing support for vaccinations.
- 10. Paid Parental Leave – Primary and Secondary carers**
80% 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 6 weeks. Provisions for miscarriage, still birth and foster care or adoption should also be considered. ASU members seek Superannuation is paid whilst on parental leave.
- 11. Family Violence**
Increase provision from 5 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. ASU Delegates at an interstate council were the first ever to broker FV leave in an industrial agreement, and it is now enshrined in legislation for workers covered by an Award. ASU can provide a model clause.

APPENDIX A: ADMINISTRATIVE CHANGES TO DISCUSS

12. Updates to overtime rates consistent with the Award

As per the Council's undertaking to the Fair Work Commission in the 2019 Brighton Council Enterprise Agreement, the EA requires that overtime rates should be updated in the document as follows:

All day Monday to Saturday until 12 noon - Time and one half for the first two (2) hours and double time 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.

13. Superannuation of Employee's Choice honoured before default

In accordance with legislation Council will pay superannuation to a fund of the Employee's choice.

In the event that an Employee's written selection of the fund is not received by the Council within the 14 days or the Employee has not provided all the information required, the Council will conduct the relevant check with the Australian Tax Office to obtain the most recent superannuation fund used by the Employee and will adopt this fund. If there is not fund and the Employee has not provided information to contribute to the entire amount of superannuation contributions payable in respect of that Employee to the Council's default fund which is Spirit Super or its successor.

14. Rights to Casual Conversion

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 and clarify minimum legislated requirements.

15. Minimum Engagements

The Agreement is silent on part-time and casual terms of minimum engagement. It is likely Council are already providing a reusable period of minimum engagement for such workers- this ensures value for output given travel and impost etc. E.g. many Councils routinely engage people for a minimum of 3-4 hour shifts.

16. First Aid allowances

Increased to above the bare minimum. Award safety rates and to be increased in line with agreed salary increase rates year on year:

The award rate is \$16.57 per week.

Brighton's Councils indexed rate is \$25.97 per fortnight.

17. Union Delegate Rights clause

Seek to modernise the clause and make clear the support provided for workplace delegates/ representatives.

Example clause tabled below modelled from other LG Enterprise Agreements:

RIGHT OF UNION REPRESENTATION

- a. Council shall recognise workplace delegates and representatives authorised by the union. Council undertakes to permit such delegates or representatives to perform their role without any discrimination in their employment.
- b. Council acknowledges that union delegates and representatives represent and speak on behalf of union members in the workplace and have the right to engage in collective negotiations with Council on behalf of members.
- c. Council will consult with employees, delegates and the union prior to introducing any significant change, which will, or is likely to impact on employment levels, work processes, employee duties or other employment-related issues. Delegates or representatives will be given reasonable access to information regarding such changes.
- d. Delegates or representatives will be granted reasonable time during work hours to:
 - i. consult with union members and with officials of the delegate's union;
 - ii. represent the interests of members to Council and before industrial tribunals;
 - iii. participate in the affairs of the union;
 - iv. attend accredited union education.
- e. Council will allow delegates or union officials to address new employees about the benefits of union membership at the time that they enter employment.
- f. Council will give delegates reasonable access to telephone, facsimile, post, photocopying, internet, and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
- g. Council will provide a notice board in a prominent location in each workplace on which delegates may place notices relevant to union activities.
- h. In addition to any entitlement to paid leave, Council will give delegates reasonable leave in order to work with the union.

- i. It is agreed that union training for delegates may take place in order to provide union delegates with the skills and knowledge required to address the operation of this agreement. The council shall grant up to five (5) days paid leave during normal working hours each year (non-cumulative) to attend union courses. The union must give the employer four (4) weeks' notice, or such shorter period of notice as the employer may agree to accept, but not less than one (1) week, of the delegates intention to attend such courses and the amount of leave to be taken.
- j. The courses must be designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.
- k. The granting of leave shall be subject to Council being able to make adequate staffing arrangements amongst current employees during the period of such leave. Council shall not use this subclause to avoid an obligation under this clause. Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- l. All expenses (such as travel, accommodation, and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the union.
- m. An employee may be required to satisfy Council of attendance at the course to qualify for payment of leave.

18. On Call rates to be reviewed

Only just above Award rates, and in the lowest handful of rates afforded across the State. For purposes of remaining competitive and attractive, this may be something council seek to review.

19. Objectionable Conditions allowance

The Adverse/ Objectionable conditions paid by Council are not reflective of those covered in the Local Government Industry Award 2020. A number of Councils have now moved to reflect the descriptors. The restraint on workers cleaning toilets to the allowance should also be removed. The vast majority of outdoors workers would reach the threshold for payment in every hour of every working day of the equivalent Level 1 Award allowance (currently \$0.83c for each hour in which work is performed). The Award further provides for the averaging of an appropriate payment where the work is regularly performed. To avoid unnecessary administrative work, wise Councils have adopted this approach and sought to build the Level 1 condition into salary or pay a lump sum payment annually. Similarly, anyone engaged in work at a Waste collection, depot or transfer station meets the threshold for entitlement to a Level 2 allowance (currently \$1.15) for each hour in which work is performed. Again, the Award further provides for the averaging of an appropriate payment where the work is regularly performed. Some modifications are also recommended to the Level 3 allowance rates that include a move from a capped daily rate to an hourly above Award rate and include working with sewerage.

ASU can provide a model clause but, in summary, the recommendation is:

- Level 1 paid to all outdoor workers an additional \$1500 built into salary.
- Level 2 increased to an above award \$10 per day, indexed. (Currently \$8.51 and only on restricted criteria).
- Introduce a specific Waste Transfer allowance of \$10 per day, indexed annually.
- Level 3 changed include working with sewerage to an hourly rate of \$15 for each hour in which work is performed. (Currently \$16.14 per day).
- Maintenance of the existing Level 4 allowance rate.

20. Time Off In Lieu

Given it is a legal ability of an employee to cash TOIL out retrospectively it is logical and fair that employees can accrue TOIL at the applicable overtime rates e.g. 150% of the minimum hourly rate for the first 2 hours and 200% of the minimum hourly rate after that. TOIL should be accommodated where possible to provide flexibility and therefore if the TOIL is initiated by the employee and approved by the employer the rates should accrue at time for time.

A model clause is included:

TIME OFF IN LIEU (TOIL)

By agreement between an Employee and Council, an Employee is able to work extended hours to accrue Time Off In Lieu subject to the following: If the extended hours are worked at the Employee's request the TOIL will accrue at a rate of time for time. If the extended hours are worked at Council's request the TOIL will accrue at the applicable overtime rates under this Agreement.

21. Long Service Leave Cash out

ASU have no objections to this claim but believe it should be accepted by mutual agreement not GM discretion. Additionally, given taking the lump sum if silent may have no super % applied, this should be explicitly stated and applied to a lump sum of leave paid out to ensure no disadvantage.

22. Changes to Parental Leave National Employment Standards

Employees can now take up to 30 days (6 weeks) of their unpaid parental leave flexibly at any time within 24 months of a child's birth or adoption. The ASU also have a claim an additional claim in relation to paid parental leave.