

# DRAFT ASU LOG OF CLAIMS

Version 1 - Without prejudice

By your side



## Hepburn Shire Council

### GENERAL PROVISIONS

Clause 3 - Agreement to remain in force for a maximum of 3 years and renegotiation to commence no earlier than 3 months prior to the nominal expiry date.

Clause 4 - The relevant provisions of the Victorian Local Authorities Award 2001 are to be incorporated into Part A. No Employee will, on balance, have their overall pay and conditions reduced because of making this Agreement. Any clauses that may have been omitted during the process will be agreed to be reinserted into the agreement.

Clause 40 - No further claims will be made by either party in relation to pay and conditions.

### PAY INCREASES, REMUNERATION AND ALLOWANCES

Clause 6 - pay increase of 5% per annum \$70 per week whichever is the greater.

Clause 36 - Superannuation: to include "soft compulsion" and be paid regardless of income level and on all parental leave and add in options for employee salary sacrificing options.

Clause 8 - End of Band payment for all employees.

Part B Clause 34.7 - On Call and Standby have a standard rate for all staff instead of being paid at your band rate as everyone is doing the same work.

Part B Clause 34.7 - Minimum Call out 4 hours.

New Clause – Council to benchmark other councils banding to bring in line pay equity within surrounding municipalities

Clause 28 - RDO's can bank 3 days and in addition employees can also bank 25.5 hours of time in lieu.

Part B 41.6.2 - Employees to be paid the leave loading lump sum on the first pay period in December as has been custom and practice.

### EMPLOYMENT SECURITY

Councils are important employers in our local communities, acting as role models and setting standards. The ASU seeks to ensure that councils maximise secure employment models. Quality local secure jobs produce the best outcomes for workers and services for local communities. ASU members want their jobs and those of the workforce around them to be secure, quality, in house jobs and call on council demonstrate their commitment to this. These claims represent from point of engagement to cessation of employment.

Clause 38 - Council to consult with the ASU and employees in the development and implementation of workforce plans required by the Local Government Act 2020. Process to be in accordance with Consultation clause of EA.

Clause 38 - Council to consult with the ASU and employees in the development and implementation of a recruitment policy as required by the Local Government Act 2020.

Clause 11 & 38 - Prior to any decision to tender out a service the Employer will undertake a review of the service in line with the Service Performance Principles of the Local Government Act 2020. If the outcome of the review does not favour the retention of an in-house service, the parties agree to investigate and introduce measures to improve the performance of the service. Where it is deemed that market testing of a service is necessary, Council will resource the staff to submit an in-house bid.

Clause 11 - No outsourcing or forced redundancy for the life of the agreement except where it is an externally funded service and the funding has ceased. In the event of redundancies, consultation with ASU delegates and officials to occur prior to a definite decision being made.

Appendix 1 - Salary maintenance, without limitation and including EA increases will apply where an employee is redeployed or reclassified to a lower position. Where an employee accepts redeployment there will be a trial period of 12 weeks. The employee may choose to end the trial and take redundancy at any time during this period.

Clause 37 - Transfer of business – maintain continuity of service and standard of terms and conditions with new employer; redundancy to be available regardless of taking up job with new employer.

New Clause - Labour/Agency Hire staff will be employed under the same terms and conditions as Council employees. Labour/Agency Hire will not be used to replace a permanent position or core business.

New Clause - Fixed term contracts only to be used to cover genuine fixed term projects or extended planned absences. Where contracts are to be extended, a review will occur to establish whether it should be converted to a permanent role. Such review is to commence no later than 4 weeks from contract expiry.

New Clause - Any current position that becomes vacant must be advertised internally first.

## **WORKPLACE DEMOCRACY**

Clause 10 - council will notify and consult with the union and affected staff prior to any definite decision to implement changes. Council will act in good faith in relation to the consultation process.

Clause 9 - The Staff Consultative Committee (SCC) will comprise equal numbers of staff nominated by management and the unions party to the agreement. All staff related changes, new staff related policies and changes to staff related policies and matters pertaining to the agreement are to be ratified by the SCC, without prejudicing other obligations under the agreement. Ongoing, casual, fixed term and labour hire/agency staff to be reported to Consultative Committee.

Clause 23 - Union Delegates shall be empowered and given the necessary facilities, including Council email and electronic noticeboards, to attend to staff representation issues on the job as required. All delegates shall be entitled to 10 days paid leave over 2 years to attend trade union training, conferences and external meetings. Additional leave shall be granted to attend the Fair Work Commission and union approved conferences.

Clause 35 - The Dispute Resolution Procedure to cover disputes relating to any work-related matter (including a dispute arising from a matter under s.65(5) or 76(4) of the Fair Work Act), union representation, enable Fair Work Australia to arbitrate the matter and preserve the status quo until the dispute is resolved.

## **GENDER EQUALITY AND FAMILY SUPPORT**

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 to deal with.

Clause 25 - 5 days paid leave for an employee caring/supporting an someone experiencing Family Violence.

Clause 19 - 20 weeks paid parental leave for the Primary Carer and 6 weeks paid parental leave for the Partner/Secondary Carer. Where termination of a pregnancy after 20 weeks or the death of the child occurs, the same entitlements will apply. All entitlements are to apply to adoption/permanent care and equally regardless of gender.

Clause 19 - Paid leave to attend mandatory meetings associated with adoption/permanent care.

Clause 19 - Access to paid leave and support when going through IVF treatment.

Clause 19 - Access to paid leave and support as a surrogate or intended parent consistent with the paid Parental Leave provisions of the Agreement.

Clause 19 - Paid leave to attend mandatory meetings associated with adoption/permanent care.

Clause 19 - Paid leave to attend medical appointments associated with pregnancy. Transfer to a safe job when pregnant.

Clause 19 - Support for breastfeeding mothers including clean, comfortable, and private facilities for expressing and/or lactation as well as paid lactation breaks.

New Clause - Access to leave and flexible working arrangements to provide foster care, care for grandchildren, elders, and disability.

New Clause - Any unpaid leave will not affect progression from increment to the next or end of band payment.

New Clause - Primary Carer that returns to their job after their agreed period of leave they will receive a bonus which would be the equivalent of hiring a new employee.

## **OCCUPATIONAL HEALTH & SAFETY**

Clause 14 - Protection from hazardous smoke, excessive heat, inclement weather and poor air quality.

Clause 14 - Councils to develop a mental health plan in consultation with members, including the establishment of a network of trained and resourced Welfare Officers.

Clause 14 - To ensure the workplace is safe and without risk to the health and wellbeing of members due to gendered violence and harassment.

Clause 14 - Protection from Occupational Violence including risk assessments to identify threats from the public and appropriate control measures.

## **LEAVE PROVISIONS AND EMPLOYEE SUPPORT**

New Clause - Paid leave for members affected by the outbreak of a notifiable infectious disease, if they or their dependents must self-isolate or are forced to stay home through workplace, school or childcare closures.

New Clause - Where members are required to work from home they will be provided with all necessary equipment and an allowance of \$20/week to cover costs.

New Clause - 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.

New Clause - Paid leave and for support for members undergoing gender transition.

Part B Clause 25 – Accident make up pay to increase to 130 weeks and annual leave to be accrued and superannuation to be paid on all periods of WorkCover.

Clause 21 - Increase compassionate leave to 5 days.

Clause 31 – to include phased into retirement options.

Clause 21 – Paid carers leave 5 days separate to personal leave accruals.

New Clause - Personal leave pool.

New Clause - Community Service leave for any registered organisation.

## **OTHER**

New Clause A disciplinary process that provides for union representation and natural justice.

New Clause - A commitment from council to environmentally sustainable operations, to support the community to be more sustainable & support members to participate in climate change actions and just transition.

Pg. 3 - Undertaking 1 and 2 to be inserted into new EA

## **Specific Work Area Arrangements**

### Community Care Support Workers

Clause 39.1.1 (i) Band 3 Housekeeping and Respite Care

### Roads and Parks

Clause 39.2.2 (vi) can bank 3 days and in addition employees can also bank 25.5 hours of time in lieu.

Clause 39.2.5 Industry/Maintenance allowance to be rolled into base rate.