

26/2/2026

Chris Ralph
Councils' Bargaining Representative



By your side

Dear Mr Ralph

RE: Council Amalgamations – Additional ASU Claims for the Multi-Employer Agreement

I write in response to the article published in *The Age* titled '*Inner city mega-council floated as mayor's face financial cliff*' on 26 February 2026. Council workers are deeply concerned about the revelation of a secret plan amongst the Mayors of Yarra City Council, City of Melbourne and City of Port Phillip to initiate Council amalgamations.

The ASU is gravely concerned about the potential for service cuts and job losses because of this secret plan. It is deeply disappointing to read about these plans in the media. There has been no consultation with workers nor their union at affected Councils. This media article raises the concern and prospect of similar secret plans at other Councils.

In response, the ASU intends to pursue the following claims as part of bargaining for the Metropolitan multi-employer agreement. These claims are in addition to the claims set out in our letter to CEOs on 23 December 2025.

We look forward to meeting with you, as the bargaining representative of the 8 council employers, at the earliest opportunity to progress these claims.

Regards,



Zoe Edwards
ASU Vic/Tas Deputy Branch Secretary

**CC CEOs – Darebin, Greater Dandenong, Hobsons Bay, Hume, Maribyrnong, Melbourne, Merri-bek and Yarra City Councils
ASU Delegates**

ASU Claim

Employment protection

1. For the purposes of this clause the period of Council amalgamation is the period of time inclusive of:
 - a. the period from which legislation commences being drafted; and/or
 - b. community consultation is undertaken; and/or
 - c. Council requests or contemplates an amalgamation.

The intention of this definition is to ensure that Councils do not seek to reduce staff in anticipation of amalgamation.

2. There will be no reduction of staff numbers because of and during a period of Council amalgamation, modification of the boundaries of a municipality or decision to undertake a shared services model of service delivery.
2. Where a person leaves employment and their position becomes vacant, that vacancy will be advertised within one month and filled within three months.
3. There will be no forced redundancies because of or during a period of Council amalgamation, modification of the boundaries of a municipality or implementation of a shared service model of service delivery.
4. In the event that the State Government modifies the boundaries of the municipality or undertakes Council amalgamations or undertakes a shared service model of service delivery the following conditions will be applicable to employees transitioning to the successor municipality:
 - a. The Council employee shall retain their employment status with the restructured Council or any successor body and will be classified in a position that aligns with the duties and responsibilities defined in this Agreement.
 - b. Should an employee be assigned to a role within the successor municipality that has a salary or wage lower than that of their previous position at the former Council, an allowance equal to the salary difference will be provided.
 - c. This allowance will be periodically adjusted to reflect any applicable salary increases expressed as a percentage, in accordance with any enterprise agreement or general salary/wage increases within the Local Government sector.
 - d. If Council previously granted any benefits to a transferred employee, those terms and conditions are preserved.

ASU Claim

Redundancy

1. A lump sum payment of \$20,000 (pro-rata for part-time employees).

2. A lump sum payment of 6 weeks' pay in lieu of notice. In addition, staff over 45 years of age at the time of the giving of notice with not less than 2 years continuous service, shall be entitled to an additional 4 weeks notice.
3. Severance pay calculated based on 4 weeks' pay for each year of service, pro-rata for part thereof, with the Employer and its legal predecessors [or any other services in Local Government transferred to the Council/Authority.]
4. A payment for the loss of motor vehicle usage as follows:
 - a. where a motor vehicle is considered part of an employee's salary package no payment shall be made, but the value of the motor vehicle in accordance with the salary package agreement shall form part of the employee's rate of pay for the purposes of determining the payment to be made pursuant to this clause.
 - b. where a motor vehicle is provided in circumstances other than those specified in above, the weekly value of the motor vehicle for the purposes of severance payment shall be determined by dividing the following amounts by 52 and adding that payment to an employee's weekly rate of pay for the purposes of determining the payment to be made:
 - \$15,000 for full private use;
 - \$7,000 for limited private use;
 - \$4,000 for commuter use.
5. A lump sum payment for the loss of Council subsidised housing equivalent to the value of the market rent for the house less any employee contribution multiplied by the number of weeks' severance pay entitlement.
6. If the employee, at the date of retrenchment is not entitled to payment for pro-rata long service leave in accordance with the Act or the relevant regulations, an ex-gratia payment equivalent to pro-rata long service leave for each completed year of service, or part thereof, shall be paid.
7. Where the employee is employed part time as part of a transfer to a safe job or return to work arrangement following a period of parental leave, the payments shall be calculated on the basis of the whole of the employees' service.
8. An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
9. Time off for training, attendance at job interviews and/or specialist support (including inhouse job search training) for periods which in the aggregate do not exceed 14 days or the provision of Outplacement services upon termination to a value not exceeding \$3000. Staff over 60 years of age have the option of receiving \$3000 instead of outplacement services.



Metropolitan Melbourne Single Interest Employer
Authorisation (SIEA) Multi-employer Agreement

Log of claims

Without prejudice

Structure

Coverage

The enterprise agreement will cover all employees currently covered by the relevant enterprise agreements at Darebin City Council, Greater Dandenong City Council, Hobsons Bay City Council, Hume City Council, Maribyrnong City Council, City of Melbourne, Merri-bek City Council and Yarra City Council.

Core Agreement

It is proposed that a core agreement will apply to all workers covered by the enterprise agreement. Council-specific Schedules will apply to the employees of each Council that reflect the terms and conditions in predecessor agreements and any amendments agreed in local bargaining.

Except for any matters covered under clause XX (Savings Provision), to the extent of any inconsistency between the common conditions in Part 1 and the schedules, the common conditions in Part 1 will prevail.

ECEC Appendix

In light of the recent findings in the Fair Work Commission's gender undervaluation decision on the work value of early childhood educators and teachers and the Federal Government's Worker Retention Payment, it is proposed that a core Appendix is also developed to cover workers at City of Yarra, Hume City Council and City of Melbourne.

It is proposed that the ECEC Appendix is **Appendix 1**.

MCH and Immunisation nurses Appendix

The ANMF wishes to bargain for a common Appendix to cover its members. The ASU supports this request.

Local schedules

It proposed that local terms and conditions are set by local schedules, except for ECEC, MCH and Immunisation nurses covered by the above Schedules.

- a. Schedule A to cover relevant workers at Darebin City Council
- b. Schedule B to cover relevant workers at Merri-bek City Council
- c. Schedule C to cover relevant workers at Hume City Council
- d. Schedule D to cover relevant workers at City of Melbourne
- e. Schedule E to cover relevant workers at Maribyrnong City Council
- f. Schedule F to cover relevant workers at Hobsons Bay City Council
- g. Schedule G to cover relevant workers at Greater Dandenong City Council
- h. Schedule H to cover relevant workers at City of Yarra

Except for any matters covered under clause XX (Savings Provision), the common conditions covered in Part 1 of this agreement apply to all employees covered by the agreement. To the extent of any inconsistency between the common conditions in Part 1 and the schedules, the common conditions in Part 1 will prevail.

Savings Provision

It is proposed that where an employer is subsequently included in this Agreement via the roping in provisions, that a savings provision will ensure:

- employees of the roped in employer will continue to be employed under the terms and conditions of their existing enterprise agreement, except where the common conditions set out in Part 1 of this Agreement provide a more favourable entitlement. To the extent that any provision in Part 1 offers a more favourable entitlement than an employee's existing enterprise agreement, the superior entitlement in Part 1 will apply; or

Proposed clause:

No employee will, as a result of making this Agreement, suffer any loss of existing wages or other benefits to which the employee is entitled prior to the date of the coming into operation of this Agreement except where specifically provided for by this Agreement.

This Agreement will not result in a loss of wages or other benefits to any employee.

If, immediately prior to this Agreement applying to them, an employee had the benefit of a more favourable comparable entitlement, their employer will continue to provide the more favourable entitlement unless the contrary is expressly provided for in this Agreement.

Substantive terms and conditions

Term of Agreement

The ASU seeks a 4-year agreement to expire on 30 June 2029.

Pay

The ASU seeks:

1. A 10% recovery pay increase in the first year, and 4% per year thereafter or flat dollar increase, whichever is greater, in July every year, or the CPI whichever is greater applied to existing pay rates.
2. For the avoidance of any doubt, each Council would maintain their own different pay schedule to be set out in an appendix. The ASU is *not* seeking a common pay schedule.
3. The ASU also seeks a minimum wage table with amounts to be negotiated to address the historically low rates at Hobsons Bay City Council and any other employees who may seek to rope in to the agreement.
4. It is proposed that **Appendix 3** provides for up to 8 Council wages tables and one minimum wage table that would apply to employees employed by or providing to services to each Council.
5. Back pay to be paid in full to the expiry of the previous agreement and/or July 2025 pay point and to apply to workers who have left the organisation. For the avoidance of any doubt, the ASU recognises the interim administrative pay increases granted by some Councils but that an additional back payment will need to be made to reflect the difference between the administrative pay increase that was paid and the pay increased settled upon for the 1 July 2025 pay point (and any future pay points).
6. Allowances to be adjusted in accordance with the pay increase.
7. All local government workers will have equal access to incremental progression recognising years of service. All wage tables Appendix 3 set out must include levels A-D for every level, through which employees progressed based on 12 months experience.

Proposed clause:

The wage increases specified in this clause shall be payable for all purposes.

1. The following wage increases will apply to the ordinary hourly rate for all employees employed from the first pay period after 1 July each year:

Year 1 - 2025	<i>10% or \$X or the CPI whichever is greater</i>
Year 2 - 2026	<i>4% or \$X or the CPI whichever is greater</i>
Year 3 - 2027	<i>4% or \$X or the CPI whichever is greater</i>
Year 4 - 2028	<i>4% or \$X or the CPI whichever is greater</i>

2. All allowances will be adjusted annually by the same percentage increase that applies to wages under this agreement. The increase will take effect at the same time as the wage increase.
3. A schedule setting out the adjusted allowances will be made available to all employees whose employment is covered by this agreement by no later than two weeks' after the adjusted allowances take effect.

Back pay

5. The pay increases provided by this Agreement will be cumulatively applied, from the relevant dates as set out in this Agreement, to the rates of pay for the relevant classification of the employee's position immediately prior to this Agreement applying to them.
6. If this Agreement starts applying to an employee after the date of a pay increase provided by this Agreement, the pay increase will be retrospectively applied only to wages paid for the period during which the employee was employed by the Council in a position covered by this Agreement, from the date of the most recent pay increase until the Agreement started applying to the employee. No backpay will be provided for any period prior to the employee's commencement of employment with the Council or during which they were employed in a position not covered by this Agreement.

Incremental progression

7. Employees will receive an increment level increase within their Band from the anniversary of the employee's commencement date.
(For the avoidance of doubt, it is proposed that increment levels to be included in all wage tables in Appendix 3, include City of Melbourne)

Dispute Resolution

Proposed clause:

Scope

1. If a dispute relates to:
 - a. A matter arising under this Agreement;
 - b. The National Employment Standards (including disputes arising under s65 and s74 of the Fair Work Act);
 - c. Any employment related matter pertaining to the relationship between the Employer and the employees (including a dispute about whether a workplace right has been breached; or
 - d. Any matter pertaining to the relationship between the Employer and the Union,

This term sets out procedures to settle the dispute provided that nothing in this term prevents a party from also applying to a court for orders in relation to a contravention or proposed contravention of a civil remedy provision.

2. An employee who is covered by this Agreement is entitled to a representative of their choice for the purposes of the procedure in this term.
3. All parties to a matter should be heard and all relevant submissions considered. The parties will cooperate and ensure that the dispute resolution procedures are carried out expeditiously. If a dispute is not resolved in a reasonable time, any of the parties involved may seek the assistance of the Fair Work Commission to resolve the dispute.

Union as a party

4. The Union may raise a dispute and be a party to a dispute in its own right or in a representative capacity for an employee or employees.
5. Where the Union raises a dispute in a representative capacity, the Union is not required to identify or provide evidence of employee/s on behalf of whom the dispute is raised (unless the circumstances are such that the Employer cannot properly understand the dispute unless the employee/s or class of employees are identified).

Procedural Steps

6. In the first instance, the parties to the dispute will try to resolve the dispute at the workplace level in a timely manner.
7. If discussions at the workplace level do not resolve the dispute, a party to the dispute may at any time refer the matter to the Fair Work Commission.

8. The parties acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the Fair Work Commission.

Powers of the Fair Work Commission

9. The Fair Work Commission will deal with the dispute by conciliation and/or arbitration. The Fair Work Commission may otherwise deal with the dispute as it sees fit, including by the exercise of any of its powers or functions under the Act. Where a matter in dispute concerns a decision by the employer, the Fair Work Commission may conduct a merits review and stand in the shoes of the employer and make a fresh decision to resolve the dispute.

Appeals

10. A decision made by the Fair Work Commission under this term is subject to an appeal against the decision of a single member of the Fair Work Commission to the Full Bench of the Fair Work Commission under and in accordance with s604 of the Act and not this term. To the extent possible, the parties intend that a decision of the Full Bench of the Fair Work Commission under this term will not be subject to review or challenge.
11. To the extent possible, the parties intend that a decision of the Fair work Commission under this term will be subject to judicial review and that the Full Bench deal with any appeal under this term in accordance with its statutory function s604, exercising only powers and functions conferred on it by the Act, and not in its capacity as a private arbitrator.
12. It is a condition of validity that any decision of the Fair Work Commission under this term is legally correct. A decision that is not legally correct may be appealed to the Federal Court of Australia on that ground.

Status quo

13. While the parties are trying to resolve the dispute using the procedures of this term:
 - a. The parties will maintain the status quo existing immediately prior to the subject matter of the dispute arising, unless an employee has a reasonable concern about an imminent risk to his or her health or safety; however
 - b. The Employer may direct an employee to perform other available work at the same workplace, or at another workplace, on the same terms and conditions of employment, if it is reasonable to do so to protect the health, safety or welfare of employees.

For the avoidance of doubt, the status quo, is defined as 'the action giving rise to the dispute being withdrawn, and the situation immediately prior to the action giving rise to the dispute applying until the dispute is settled'.

Leave for employee participation

14. Employees who raise a dispute under this clause or on behalf of whom a dispute is raised are entitled to participate in the procedure provided for in this clause without loss of pay.

15. Employees who are directly involved in the preparation of a case for conciliation or arbitration, or who are required as a witness in an arbitration, or are a Union delegate are entitled to do so without loss of pay.
16. In the event that the parties to the dispute fail to agree on the identity or number of persons who qualify under this term, the question will be determined by the Fair Work Commission as part of the dispute.

Good Faith

17. The parties to the dispute and their representatives must act in good faith in relation to the dispute settlement procedure provided by this term.

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Delegates' rights

Proposed clause:

This Clause provides for the exercise of the rights of delegates set out in section 350C of the Fair Work Act 2009.

1. In clause X:
 - a. **delegate** means a person appointed or elected as a delegate in accordance with the rules of the Australian Services Union.
 - b. **employer** means the employer of the delegate.
 - c. **enterprise** means a business, activity, project or undertaking.
 - d. **eligible employees** mean members and persons eligible to be members of the Australian Services Union who are employed in the enterprise. This includes independent contractors, labour hire workers, and any other person who works in the enterprise.
 - e. **Union** means the Australian Services Union.
2. The employer must not:
 - a. unreasonably fail or refuse to deal with a delegate; or
 - b. knowingly or recklessly make a false or misleading representation to a delegate; or
 - c. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Fair Work Act or clauses X and Y.

Notice

3. The Union will notify the employer when:
 - a. a new delegate is appointed; and
 - b. when an employee ceases to be a delegate.

Right of representation

4. A delegate may represent the industrial interests of eligible employees or the Union, including in:
 - a. consultation about major workplace change;
 - b. consultation about changes to rosters or hours of work;
 - c. resolution of disputes;
 - d. disciplinary processes;
 - e. enterprise bargaining;
 - f. sectoral advocacy or campaigns; and
 - g. in matters before a court, the Fair Work Commission or another tribunal; and
 - h. any other process or procedure that affects their industrial interests.

Entitlement to reasonable communication

5. A delegate may communicate with eligible employees for the purpose of representing their industrial interests. This includes discussing membership of the Union and representation with eligible employees.
6. A delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

7. The employer must provide a delegate with access to or use of the following workplace facilities:
 - a. a room or area to hold discussions that is fit for purpose, private and accessible by the delegate and eligible employees;
 - b. a physical and electronic noticeboard;
 - c. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other including right to send all staff emails, publish communications on internal intranet and social media pages, including access to Wi-Fi;
 - d. a lockable filing cabinet or other secure document storage area;
 - e. office facilities and equipment including printers, scanners and photocopiers; and
 - f. any other facilities or support necessary for the purposes of exercising their role as a union delegate, with regard to the provisions of section 350C(5) of the Fair Work Act.

Paid meetings

8. ASU delegates are permitted to attend on paid time, monthly delegates meetings for the duration of up to 2 hours, plus travel time.
9. ASU Members will be released from duties to attend Union members meetings on paid time, at the request of the Union or Union delegate.

Paid Delegates Leave

10. The employer must provide each delegate with up to 10 days of paid time during normal working hours each year to:
 - a. attend training related to their role as a delegate; or
 - b. participate in Union events related to their role as a delegate.
11. The days may be taken as a single continuous block or in shorter periods as required by the Union.
12. Employees, whether casual, part time or full time will be paid at their standard hourly rate for the duration of the training.
13. The Union will give the employer notice when they require the delegate to be release under clause Y.1. The Union will give the employer not less than 2 weeks' notice, unless the employer and Union agree to a shorter period of notice. The employer must confirm their approval

within 1 weeks of receiving the notice from the Union. The employer will not unreasonably withhold approval.

14. Up to five (5) additional days for newly elected workplace union delegates to attend a union run workplace union delegates induction course without loss of pay.
15. Unlimited paid leave for employees in elected position within the union (other than as an elected workplace union delegate) that requires the employee to attend conferences and meetings organised and conducted by the relevant union

Paid campaign leave

16. In addition to all other leave entitlements, the employer agrees to release three delegates (per employer) in each of the financial years for a period of three months of paid leave to assist the union in campaigning across the industry to achieve fair funding and safe workplaces.
17. Six weeks prior to the planned delegates release, the employer and the ASU must meet to discuss and reach agreement on the delegates nominated for release to ensure ongoing operational viability.
18. To clarify, the employer may not be able to agree to release two delegates from the same contract/site. A review on each delegate released will be conducted by the employer and the ASU state secretary or their nominee after two months into their individual assignment.

Disciplinary Procedure

Proposed clause:

1. The Employer will ensure that it has a clearly documented and published disciplinary procedure. The procedure will be developed in consultation with union delegates, for example at the Staff Consultative Committee.
2. Disciplinary action is only necessary where informal counselling of an employee has been unsuccessful.
3. Where the disciplinary matter concerns work performance, the procedure should provide for adequate on-going supervision/support and document the agreed timeframe for work performance improvements.
4. When undertaking a disciplinary process with an Employee or investigating any concern or allegation about the Employee's work performance or conduct, the Employer will adhere to the principles of natural justice and procedural fairness, and will ensure that the employee and their union representative:
 - a. is given adequate notice of any meetings or discussions to be held in relation to allegations of any misconduct or performance concerns;
 - b. is given a clear indication of the concern the Employer holds;
 - c. is given a copy of any complaints, information or documents that the Employer has viewed in relation to the allegations at least 24 hours prior to any meetings or discussions;
 - d. has an opportunity to consider any concerns or allegations before being required to respond to those concerns or allegations;
 - e. has the opportunity to have representation at any stage of any disciplinary process;
 - f. is made aware of the seriousness and likely consequences of the process being undertaken.
5. If the employer has made an initial assessment and there is a reasonable basis to proceed with a formal investigation into alleged misconduct, the employer will:
 - a. Appoint an independent and suitably qualified person (ie. someone that has had no prior involvement in the matter) to conduct an investigation into allegations made against the employee;
 - b. Provide all of the allegations in writing and provide the full particulars of the alleged breaches, including any documentary evidence, to allow the employee to properly respond to the alleged breaches including an opportunity to provide any evidence or witnesses to respond to the alleged breaches;
 - c. The investigator will interview all relevant witnesses;
 - d. The investigator will make findings on the balance of probabilities on the basis of the evidence collected;

- e. Provide the employee with the findings of the investigator and all the evidence upon which they rely. If appropriate, the investigation report will also be provided to the employee;
 - f. Provide the employee with a reasonable period of time to respond to the findings.
6. If a discipline outcome is to be issued, the employer will:
- a. Provide the employee with a reasonable amount of time to respond to any proposed discipline outcome
 - b. The employer will consider the findings of the investigator, the proposed discipline outcome and any response of the employee
 - c. The employer may only determine a discipline outcome if the allegations are proven
 - d. The discipline outcome must be fair and reasonable in the circumstances, and not disproportionate to the seriousness of the matter.
7. Any dispute arising under this clause may only be dealt with in accordance with clause [number] (Dispute Resolution Procedure).

Occupational Health and Safety

Proposed clause:

Objectives

The Parties to this Agreement shall work cooperatively to ensure the workplace is safe and without risks to health, so far as is reasonably practicable, and will adopt a joint and united approach to consultation and issue resolution to ensure the safety and wellbeing of employees.

1. In furtherance of this commitment, the Parties will:
 - a. Ensure that risks to health or safety are proactively identified and that appropriate measures are put in place to ensure safety.
 - b. Ensure that management decisions appropriately consider the OHS implications for affected employees.
 - c. Take all reasonable steps to reduce the incidence and cost of occupational injury and illness.
 - d. Exchange information relevant to the health and safety of employees.
 - e. Ensure Health and Safety Representatives are elected and provided with appropriate support to undertake their role.
 - f. Promote timely and accurate reporting of incidents and near misses.
2. OHS statutory requirements, including regulations and codes of practice/compliance codes are minimum standards and will be improved upon where practicable.

Consultation

3. Consultative mechanisms will be established to address occupational health and safety issues. Such mechanisms will include:
 - a. the election of union health and safety representatives who will represent fellow workers in negotiations on health and safety matters
 - b. the establishment of an occupational health and safety committee; and
 - c. the establishment of consultative procedures for the resolution of health and safety issues which includes the right to refuse to do unsafe work.
4. The OHS Committee shall consist of equal numbers of management and union representatives, unless otherwise agreed.
5. The Committee shall meet at least quarterly and will facilitate cooperation between management and employees on health and safety matters including the development, implementation and review of OHS policy and procedures, analysis of injury/incident trends, workers' compensation performance and review of accident/dangerous occurrence reports together with reports on preventative action taken.

Training

6. Employee OHS representatives will be given 10 days paid leave per annum to attend trade union OHS training courses.
7. Workplace training programs including induction programs and on-the-job training will outline company OHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard, and how to utilise OHS systems to identify hazards and instigate preventative actions.
8. Management training programs will outline company OHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise OHS system to identify hazards and instigate preventative actions.

Occupational Health and Safety Program

9. The employer shall institute procedures for collecting information on the nature of hazards and incidence of injury which includes:
 - a. an internal system for reporting, recording and investigation of incidents, injuries and illnesses; and
 - b. the routine analysis of injury/incident/illness data; and
 - c. routine reports on key OHS performative indicators (lost time trends, injury frequency rate trends, cost and severity measures, estimation of incident costs).
10. A system of regular workplace inspections and regular hazard audits of work areas and work practices which include reference to relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the OHS representatives.
11. Records of workplace inspections shall be maintained by the employer and made available to the Occupational Health and Safety Committee.
12. A scheduled maintenance program which includes requirements of relevant occupational health and safety legislation, standards and codes of practice shall be maintained in consultation with the Occupational Health and Safety Committee.
13. The employer shall take prompt action to deal with any health and safety problems.

Information will be provided by the Employer

14. The Employer will:
 - a. Provide the ASU, on a yearly basis, with an updated list of HSRs/Deputy HSR's and the date of election of each HSR or Deputy HSR.
 - b. Unions will be notified of vacancies for health and safety representatives in DWGs where the majority of DWG Employees are eligible to be members of a Union.
 - c. Provide such other facilities, support and paid time as is necessary for HSRs/Deputy HSR's to enable them to perform their role. This may include:
 - i. HSR/Deputy HSR work email address
 - ii. Computer access;

- iii. Stationery;
- iv. Up to date lists of Designated Work Group members; and
- v. Reasonable opportunity to meet and hold discussions on paid time with members of the Designated Work Group about their interests relating to health and safety.

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Vacancies

A clause requiring vacant positions to be backfilled/replaced within a specified timeframe (no later than 3 months)

Proposed clause:

1. All permanent vacated positions will be reviewed by management no later than one month from the time of formal notice that a position is to be vacated in an ongoing capacity.
2. Following management review, recruitment practices to fill the vacant position will commence as soon as reasonably practicable, and no later than three months, for any positions that have been identified to continue.
3. Where demonstrated workload pressures have arisen due to a vacancy, Employees are able to raise workload concerns through to the Local Area or Central Consultative Committee where appropriate.
4. Any decision not to replace or otherwise abolish a vacated position shall enliven consultation obligations in accordance with clause XX (Introduction of Change) and the Occupational Health and Safety Act.
5. Nothing in this clause shall override or replace the rights of employees under the Occupational Health and Safety Act 2004 (Vic)

Leave Entitlements (based on industry best practice provisions)

Parental leave entitlements of 22 weeks paid leave for primary and secondary carers

Proposed clause

1. Upon the birth of a child or adoption of a child 5 years of age or under, an Employee (other than a casual employee) shall be entitled to a maximum of 22 weeks paid parental leave paid at the Employee's ordinary time rate of pay in commencing at a date such that the expected date of the birth or expected date of the adoption will be inclusive of the 22 weeks.
2. The entitlement for paid parental leave shall be taken as one continuous period, or as two distinct periods (minimum of four weeks for any one period).
3. The entitlement outlined X above, is only available as follows:
 - a. to receive the full entitlement, the Employee must have 12 months or more continuous service with Council;
 - b. for an Employee with less than 12 months continuous service with Council, an Employee's entitlement is as follows:

Less than 5 months service	7 weeks
5 months service but less than 6 months	9 weeks
6 months service but less than 7 months	10 weeks
7 months service but less than 8 months	12 weeks
8 months service but less than 9 months	14 weeks
9 months service but less than 10 months	15 weeks
10 months service but less than 11 months	17 weeks
11 months service but less than 12 months	19 weeks

4. The payment for paid parental leave shall be taken:
 - a. at full pay for the specified number of weeks of the entitlement or,
 - b. at half pay for double the specified number of weeks of the entitlement.
5. Any public or other statutory holiday which may fall within the period of paid primary carer leave shall be counted as a day of such leave.
6. An Employee who has received an entitlement to paid parental leave under clause X and who returns to work with Council for a period of less than 12 months prior to commencing a subsequent period of parental leave will be eligible for a pro rata entitlement of paid parental leave in accordance with clause x.
7. Employees can access paid and/or unpaid parental leave concurrently with their partner or spouse.
8. Federal Paid parental leave entitlements will not be absorbed into the entitlements set out in this agreement.

(This clause is proposed to deal with the core entitlement and is not comprehensive and does not address other standard parental leave provisions such as pre-natal leave and other entitlements (including access to unpaid leave). It is expected that these would also be included).

Reproductive Health and Wellbeing Leave

Proposed clause:

An Employee (other than a Casual Employee) may take up to 12 days per annum (pro-rata for part-time Employees) paid Reproductive Health and Wellbeing Leave where an Employee:

1. is unable to work as result of experiencing symptoms associated with endometriosis or polycystic ovary syndrome, or
2. is unable to work as a result of experiencing symptoms associated with menopause or menstruation, or
3. requires medical care for treatment of, or associated with, endometriosis polycystic ovary syndrome,
4. requires medical care due to complications associated with a pregnancy, or
5. is undertaking a medical procedure associated with fertility treatment (including egg harvesting or embryo implantation).

Notice and evidence requirements

6. An Employee requesting to take leave under this clause must advise the Employer of the period, or expected period, of the leave as soon as practicable, which may be a time after the leave has started.
7. The Employer may request the Employee on each occasion provide appropriate evidence, for example a medical certificate, that would satisfy a reasonable person of the Employee's entitlement to take leave under this clause.
8. Evidence that may be requested under Clause XX(b) is limited to confirmation that an element of Clause XX(a) applies. An Employee is not required to disclose any sensitive medical details.
9. Failure by the Employee to provide documentary evidence as required by the Employer within a reasonable period of time may render the Employee ineligible for paid leave under this clause.

Requests for other workplace supports

10. An Employee experiencing reproductive health and wellbeing difficulties (including, but not limited to, those specified in Clause XX above) may also request:
 - a. to work from home during symptoms or for an agreed period to facilitate attendance at or recover from specialist medical interventions associated with the abovementioned conditions, and/or
 - b. other workplace supports which prioritise comfort and wellbeing of the Employee.
11. Requests will be considered subject to the operational requirements of the Employer, including occupational health and safety considerations. Employers must not unreasonably refuse these requests.
12. The leave under this clause is non-cumulative and will not be paid out on cessation of Employment.

13. Accrual of Personal/Carer's Leave will not be affected or reduced by an Employee accessing Reproductive Health and Wellbeing Leave.
14. This clause will not limit the continued operation of other Employer specific policies that provide additional entitlements.

CONFIDENTIAL

Gender Affirmation Leave

Proposed clause:

Support

1. In the event of an employee who intends to or is affirming their gender, the Employer and relevant parties including the union will make every effort to protect the privacy and safety of affirming workers during and post affirmation.
2. Upon request by an employee, the Employer will update employee records and directories to reflect the employee's name and gender change. The Employer will ensure that all workplace-related documents, inclusive of titles, are also amended to reflect the change. This may include but not be limited to name tags, employee ID's, email addresses, organizational charts, and rosters. No records of the employee's previous name, sex or gender affirmation will be maintained post-affirmation, unless required by law or requested by the employee.
3. The Employer must ensure the Employee affirming their gender is acknowledged by the gender with which they identify. This includes acknowledging the Employee by the name, pronouns and gender the Employee has stipulated (which may change over time).
4. The Employer will provide safe bathroom and change room facilities to a worker during and after affirmation. The Employer recognizes that a worker who is affirming their gender has the right to use the washroom of their lived gender, regardless of whether or not they have sought or undertaken surgeries, hormone therapies or other medically affirming processes.
5. The Employer agrees to adopt the VEOHRC gender affirmation plan template as part of their policies and procedures. The Employer will offer to undertake a gender affirmation plan with the Employee, upon an employee informing the Employer they intend to affirm their gender. The gender affirmation plan will be undertaken within a reasonable time upon request of an employee and reviewed quarterly to address any future amendments the employee wishes to make. A copy of the gender affirmation plan will be made available to the employee and the Employer (maintained on the employee's file and restricted to access by human resources unless otherwise agreed by the employee).
6. It is the Employer's responsibility to ensure that transgender and/or gender affirming employees are protected from harassment and bullying.

Definitions

'Affirmation' refers to the process where a Trans or Gender Diverse employee commences living as a member of another gender. This is sometimes referred to as the person 'affirming' their gender. This may occur through medical, social or legal changes. Employees may affirm their gender in different

ways. For example, not all will choose to undergo surgery for a range of reasons including the availability, cost or desire.

Establishing a 'Gender Affirmation Plan'

7. The Gender Affirmation Plan is to assist the employee during their affirmation, including provisions on:
 - a. The Employer administrative matters including change of name, title, gender, email address etc.
 - b. Communication with managers and colleagues
 - c. Other supports available to the employee including facilities and additional resources.

Note: A Gender affirmation Plan is not compulsory and if an employee does not want to develop a plan, the Employer should make effort to support the employee with their transition process in the workplace.

8. Training should be provided by the Employer for staff working with people who may choose to affirm their gender. The training should be organised by the Employer and offered during the hours of work. The Employer will consult with the employee, and if the employee consents, the union about the preferred training provider. Training to be refreshed annually in order to cover any new hires and any change in language and terms associated with Trans and Gender Diverse people.
9. 24 hours' notice must be provided in writing to the employee should the Employer want to discuss the employee's gender affirmation plan. The Employer must uphold their commitment to the gender affirmation plan. Should the employee require additional time to organise a representative to attend the meeting with them, the Employer will accommodate this.
10. The Employer must provide flexibility and support to the employee who is affirming their gender, for instance providing for the capacity to work at home/access to flexible work arrangements in the instance that gender affirmation leave entitlements have been exhausted.
11. At a minimum the gender affirmation plan should be reviewed annually, with the worker able to request a review at any time. Where necessary the employee can access light duties or transfer to safe work under OHS obligations.
12. The support provided may include a designated person in the People and Culture area or equivalent of their organisation to have oversight of workplace matters associated with the Employee's gender affirmation process. An Employee may also wish to have a support person or union representative with them when discussing their transition needs with their Employer.

Amount of Gender Affirmation Leave

13. Gender Affirmation Leave will comprise: up to 30 days paid leave per annum for what the employee concerned judges to be essential and necessary gender affirmation steps and procedures and the balance of leave (as applicable) up to 52 weeks as unpaid, annual, or long service leave.

14. An employee who is entitled to unpaid Gender Affirmation Leave may, in conjunction with all or part of that leave utilise accrued annual or long service leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.
15. Essential gender affirmation procedures may include: medical and/or psychological appointments, or hormonal appointments, or surgery and associated appointments, or appointments to alter the employee's legal status or amend the employee's gender on legal documentation e.g. visiting authority to change drivers' licence, passport, or any other similar necessary appointment or procedure to give effect to the employee's affirmation as agreed with the Employer.
16. Gender Affirmation Leave may be taken as consecutive, single, or part days as agreed with the Employer, subject to clause 1.4.3 and the individual needs and operational requirements. Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.
17. Leave agreement or gender affirmation plan will include a statement from the Employer that related time off from work will not be used for absence management, discipline or monitoring purposes. That time off from work will not lead to a break in continuity of service or loss of seniority.

Gender Affirmation Leave – Casual Employees

18. For casual Employees, the entitlement consists of thirty (30) instances of paid leave, where an instance shall consist of one day, and the entitlement to paid leave will be for all work a casual Employee was rostered to work on that day. In the absence of a strict roster the entitlement will be for all work a casual Employee would otherwise be reasonably required to do on that day. The entitlement is available in full at the start of employment and each subsequent calendar year of the Employee's employment; and does not accumulate year to year nor reset if there is a gap in employment within a calendar year.
19. Casual employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender affirmation purposes.
20. Leave agreement or gender affirmation plan will include a statement from the Employer that related time off from work will not be used for absence management, discipline or monitoring purposes. That time off from work will not lead to a break in continuity of service or loss of seniority.
21. For the avoidance of doubt, a casual Employee may take multiple instances of paid Gender Affirmation Leave consecutively.

Supporting someone accessing gender affirmation leave

22. A person who is supporting someone accessing gender affirmation leave or undertaking gender affirmation will be entitled to 5 paid days per year to do so. This may include attending appointments with them, caring for them if they have undergone surgery and so on.
23. A person who is supporting someone accessing gender affirmation will not be required to have a Gender Affirmation Plan.

Notice and Evidence Requirements

24. Employees seeking to access gender affirmation leave must comply with the notice and evidence requirements. The Employer should not withhold access to leave where an Employee cannot give more than 4 weeks' notice due to circumstances beyond their control. In which case, the Employee should provide any required supporting documentation or evidence as soon as reasonably practicable.
25. Gender affirmation is different for each individual and the evidence to support a request for leave may not be the same in each circumstance.

Dispute Resolution and Equal Opportunity Measures Available

26. The Employer has a zero-tolerance approach to discrimination and harassment.
27. In the event that disputes arise about this clause, or experiences in the workplaces that constitute discrimination or harassment, employees may access the dispute resolution clause in this agreement. Alternatively, employees may access the VEOHRC and related jurisdictions for advice and issue resolution.