

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 193 – certification of an agreement*

Whitsunday Regional Council

AND

The Australian Workers' Union of Employees, Queensland

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees,  
Queensland

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,  
Union of Employees

(Matter No. CB/2018/12)

**WHITSUNDAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2017**

Certificate of Approval

On 6 March 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Whitsunday Regional Council Certified Agreement 2017*

**Parties to the Agreement:**

- Whitsunday Regional Council
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

**Operative Date:** 6 March 2018

**Nominal Expiry Date:** 30 June 2020

**Previous Agreement:** *Whitsunday Regional Council Certified Agreement 2011 (CB/2018/13)*

**Termination Date of  
Previous Agreement:** 6 March 2018

By the Commission

Deputy President O'Connor  
6 March 2018



**Whitsunday Regional Council**

**Certified Agreement**

**2017**

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## **Part 1: Administrative Provisions and Dispute Resolution**

### **1.1 Title**

- a) This Agreement shall be known as the Whitsunday Regional Council Certified Agreement 2017.

### **1.2 Parties Bound**

- a) The parties to this Agreement are the Whitsunday Regional Council (“Council”) and its employees who are members of the following Unions or who are eligible to become so and for whom a classification contained in this Agreement applies:
  - i. The Association of Professional Engineers, Scientists & Managers, Australia, Queensland Branch, Union of Employees (APESMA)
  - ii. The Australian Workers’ Union of Employees, Queensland (AWU)
  - iii. Automotive, Metals, Engineering, Printing & Kindred Industries Industrial Union of Employees, Queensland (AMWU)
  - iv. The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CFMEU)
  - v. Plumbers and Gasfitters Employees’ Union Queensland, Union of Employees (PGEU)
  - vi. Queensland Services, Industrial Union of Employees (QSU)
- b) This Agreement shall apply to all employees in operational, trade, professional, technical, supervisory or administrative roles classified in accordance with the provisions of this Agreement.
- c) This Agreement shall not apply to any employee who may be appointed to the position of Chief Executive Officer, Director, Executive Manager or Manager or any employee appointed to a position which would be classified at or above Level 6 of the Local Government Industry (Stream A) Award – 2017 and who is engaged in accordance with a written contract of employment for which total remuneration or terms and conditions exceed that provided for in this Agreement.

### **1.3 Period of Operation**

- a) This agreement shall be effective from the date of certification and will have a nominal expiry of the 30<sup>th</sup> June, 2020, and the agreement will continue to operate until varied or terminated in accordance with the relevant legislation in place at the time, with renegotiation to commence six (6) months prior to the expiry of the Agreement.

#### **1.4 Purpose of Agreement**

- a) This Agreement provides a comprehensive and exclusive record of the entitlements and obligations of Council, employees and unions to provide a basis upon which to develop a safe, harmonious and productive workforce.
- b) Council and its employees, together with unions party to this Agreement aim to provide, safe harmonious and productive workplaces, utilising cooperative and consultative processes, and securing employment by improving the long-term viability, growth and performance of the Council in delivering services of value to its community.
- c) This Agreement facilitates a workplace where managers and employees can anticipate and respond to pressures from the community, business and government sectors and maximise efficiency and effectiveness. Council, managers, employees and unions are committed through this Agreement to:
  - i. Strive for excellence in all areas of Council's operations.
  - ii. Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality.
  - iii. Achieve continued improvements in productivity and performance indicators to ensure provision of a quality service to the community and the Council's customers.
  - iv. Promote and contribute to a harmonious and productive work environment through ongoing cooperation, consultation and communication.
  - v. Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
  - vi. Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
  - vii. Cooperate with the terms of this Agreement to ensure its ongoing success.
  - viii. Deliver high quality services with a strong customer service focus towards both internal and external customers.
  - ix. Promote career development opportunities and succession planning.

#### **1.5 Relationship To Awards**

- a) This Agreement is intended to be a comprehensive record of the benefits, obligations and entitlements of the Parties and is to be read in conjunction with the following Awards:
  - i. Queensland Local Government Industry (Stream A) Award – State 2017;
  - ii. Queensland Local Government Industry (Stream B) Award – State 2017
  - iii. Queensland Local Government Industry (Stream C) Award – 2017
  - iv. Training Wage Award – State 2003



- b) This Agreement shall operate to the exclusion of all previous Enterprise Bargaining Agreements and other industrial arrangements that had previously applied to Council and its employees.
- c) Where there is any inconsistency between the terms of this Agreement and the terms of the aforementioned awards, the terms of this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement is silent, the terms of the underpinning parent Award/s shall apply.

#### **1.6 No Extra Claims**

- a) The parties to this Agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wage or salary increases or improvements in employment conditions sought, or granted, except for those provided under the terms of this Agreement.
- b) This clause does not prevent any party to the underpinning award/s from seeking any amendment/s (including amendments to award wages, classifications or conditions) to the award/s. The parties will consult to clarify the potential impact of any Award variations applicable to Council or its employees, and identify actions which will mitigate against any increased costs. This may include reference to the Queensland Industrial Relations Commission.

#### **1.7 Dispute Resolution**

##### **1.7.1 Prevention and Settlement of Disputes – Agreement Matters**

- a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- c) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - i. The matter is to be discussed with the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - ii. If the matter is not resolved as per clause 1.7.1c)i., it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days.

- iii. If the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days.
  - iv. If the matter is not resolved then it may be referred by either party to the Queensland Industrial Commission.
- d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

**1.7.2 Prevention and settlement of employee grievances and disputes – other than Agreement matters**

- a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, cooperation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- b) The following procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 2016*

Stage 1 In the first instance the employee shall inform such employee’s immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee’s union representative during the course of Stage 1.

Stage 2 If the grievance remains unresolved, the employee shall refer the grievance to the next in line management (“the manager”). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee’s representative during the course of Stage 2.

Stage 3 If the grievance is still unresolved, the manager will advise Senior Management/Chief Executive Officer and the aggrieved employee may submit the matter in writing to the Senior Management/Chief Executive Officer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- c) Council shall ensure that:
  - i. The aggrieved employee or such employee’s union representative has the opportunity to present all aspects of the grievance; and
  - ii. The grievance shall be investigated in a thorough, fair and impartial manner.
- d) Council may appoint another person to investigate the grievance or dispute. Council may consult with the employee representative in appointing an

investigator. The appointed person shall be other than the employee's supervisor or manager.

- e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2 Not to exceed 7 days
  - Stage 3 Not to exceed 14 days
- g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the union.
- h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of the grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

### **1.8 Joint Consultative Committee**

- a) The parties are committed to a consultative process which aims to facilitate workplace change where required through co-operation.
- b) In addition to normal Management-Employee communications and consultation processes, it is agreed that the Consultative Committee will be the principal forum through which genuine consultation and discussion regarding any workplace reform or changes will occur between Council, employees and the relevant unions.
- c) The Consultative Committee will comprise the CEO and Management Representatives and Workplace Delegates representing employees of Council. Officials of the Unions which are parties to this Agreement shall be invited and may attend any meeting of the Consultative Committee, may request items be added to the agenda for discussion and shall receive copies of minutes and information. If the CEO, management representative, workplace delegate or union official cannot attend a scheduled or urgent meeting of the Consultative Committee

they shall nominate an alternate representative [proxy] to attend rather than postpone or reschedule the meeting.

- d) During the term of this Agreement the Consultative Committee will meet at least four (4) times each year to monitor implementation and discuss issues arising out of the operation of the Agreement. Any party to this Agreement can request an urgent meeting of the Consultative Committee to discuss a matter of importance.
- e) The Consultative Committee will continue with its quarterly meeting schedule in addition to any meetings scheduled for the purposes of conducting certified agreement negotiations.

## **Part 2: Types of Employment, Classification and Termination of Employment**

### **2.1 Types of Employment**

- a) Council will advise new employees, through a letter of appointment, if their employment is permanent, temporary, or fixed term; and if it is full-time or part-time or casual basis.
- b) Appointment to all positions shall be for a three (3) month probationary period unless there is agreement in writing between Council and the employee as to what may constitute a reasonable period of probation.
- c) Council may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence, qualifications and training provided that such duties are not designed to promote deskilling. Council may direct an employee to carry out such duties and use such tools, equipment and plant as may be required provided that the employee has been properly trained in the use of such tools, equipment and plant. Any direction issued by Council shall be consistent with Council's responsibilities to provide a safe and healthy working environment.

#### **2.1.1 Permanent Employment**

- a) A Permanent Employee is one engaged as such on a full-time or part-time basis with expectations of continuing employment, access to all forms of leave and to notice of termination and redundancy provisions, if ever required.

#### **2.1.2 Temporary Employment**

- a) A Temporary Employee is one engaged for an agreed period or purpose, such as relieving another employee during a period of leave or worker's compensation, or due to excess workload or seasonal business activity. The period of employment shall conclude at the date specified in the letter of appointment, unless terminated earlier by giving notice or extended or renewed in writing for a specified additional period. A Temporary Employee may be engaged on a full-time or part-time basis.

#### **2.1.3 Fixed Term Employment**

- a) Fixed Term Employment is usually applicable to a specific project or outcome, but with no potential for extension. Subject to satisfactory performance, a Fixed Term Employee would normally expect to complete their period of employment, or be paid for the agreed period. A Fixed Term Employee may be engaged on a full-time or part-time basis.

#### **2.1.4 Full-Time Employment**

- a) A Full-Time Employee is a permanent, temporary or fixed term employee who is engaged to work 38 hours per week, or 36.25 hours per week as per the relevant parent award.

### **2.1.5 Part-Time Employment**

- a) A Part-Time employee means a permanent or temporary employee who is employed for more than 10 hours per week but for less than the hours of a full-time employee, on agreed number of days and/or hours each week.
- b) A Part-Time employee shall be paid an hourly rate equal to the weekly rate prescribed by this Agreement, divided by normal weekly hours [i.e. 36.25 hours or 38 hours] for the classification under which they are engaged.
- c) A Part-Time employee may, by mutual agreement and in writing, work additional hours on any day or week, which shall be at the ordinary hourly rate or permitted as time-off-in-lieu; however overtime rates shall be paid for all time worked beyond 10 hours on any one day or the hours prescribed for a full-time employee in any week, or may access time-off-in-lieu on a time-for-time basis.
- d) A Part-Time employee shall be entitled to the full provisions prescribed for full-time employees under this Agreement, on a pro-rata basis where applicable.
- e) Where a Public Holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid their ordinary time rate of pay for the number of hours normally worked on that day. Public Holiday rates shall apply for any time required to be worked.

### **2.1.6 Casual Employment**

- a) A Casual Employee is one who is engaged by the hour and does not accrue any leave, is not subject to Notice of Termination, or other benefit of permanent or temporary employment.
- b) The term “Casual Employee” shall not apply to employees engaged as part-time employees.
- c) At the commencement of the engagement Council will clarify whether the engagement is on a casual basis.
- d) Casual Employees shall be paid no less than the ordinary hourly rate for their classification plus a casual loading as follows:
  - i) Casual Employees shall be paid a loading of 25% per hour in addition to the ordinary hourly rate with a minimum payment of three (3) hours for each engagement. Casuals working on weekends, other than overtime, shall be paid week-end penalties and public holiday penalty payments.
  - ii) Casual Employees who work more than ten (10) hours in any one (1) day or more than 36.25 / 38 hours in any one (1) week shall be paid overtime in lieu of casual loading at the rate of 175% of the base ordinary time rate for the first three (3) hours on any day Monday to Saturday or 225% for any overtime beyond three (3) hours or worked on a Sunday.

## **2.2 Classification**

### **2.2.1 Classification of Roles**

- a) Employee classifications are as per the relevant Award.
- b) Council will provide to each employee a position description which clearly and accurately identifies as a minimum:
  - i. The requirements of the job; the skills, knowledge, experience, qualifications and/or training required;
  - ii. The responsibility level of the position;
  - iii. The organisational relationship of the position;
  - iv. The accountability / extent of authority of the position;
  - v. The classification level of the position.
- c) The exclusions to this include:
  - i. Backhoe operation will be classified at Level 6 of the Local Government Industry (Stream B) Award 2017.
  - ii. Operation of the Portavac truck will be classified at Level 5 of the Local Government Industry (Stream B) Award 2017.

### **2.2.2 Progression from Level 3 to Level 4**

- a) Level 3 of the Local Government Industry (Stream B) Award – 2017 (Operational Services) will be used as the entry point for all employees engaged on a permanent basis within Council's workforce.
- b) Following 12 months continuous service with Council, Council will review the employee's safety record, performance, skills, attendance, and conduct through the Performance and Development Review process.
- c) The employee will progress to Level 4 if performance on these criteria has been satisfactory, and the employee demonstrates the skills required for Level 4 role.
- d) Should the employee's performance on the criteria be deemed by Council to be less than satisfactory, then the employee will not be progressed to Level 4 until satisfactory performance is achieved.
- e) The employee will be advised in writing of the performance issues and a performance improvement plan will be entered into with reviews to occur quarterly.

### **2.2.3 Higher Duties**

- a) An employee who temporarily performs the majority of the duties of a higher level position shall be paid at the rate applicable to the position, or if only part duties undertaken, at a pay rate appropriate to the duties performed.

- b) Operational and trade employees shall be paid at the higher rate for the whole day when performing higher duties for more than four (4) hours; and other employees when performing the higher duties for more than one (1) day.

#### **2.2.4 Reclassification**

- a) An employee may request a review of the classification of their position. Such a request must be made in writing.
- b) Council will, when requested in writing by an employee, provide to the employee in writing within four (4) weeks of receipt of the written request:
  - i. The employee's current classification
  - ii. The reasons for the employee's appointment to that classification including:
    - (a) The characteristics of the position
    - (b) The requirements of the position
    - (c) The responsibilities of the position
    - (d) The organisational relationships
    - (e) The extent of authority
- c) Such a request shall only be made on an annual basis; provided however that an employee may make a request at any time where an employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by Council, such that the position should be classified as a higher level position in accordance with the Classification Descriptors included in the relevant Award.
- d) An employee may dispute the classification determination by Council. Any disputes that are initiated regarding the classification shall be dealt with in accordance with the Dispute Resolution Clause of this Agreement.
- e) An Employee may request a representative to represent them during this process, who may be a Union Official/Representative.

#### **2.2.5 Movement between Classifications**

- a) Movement between classifications will depend upon the position's requirements, performance and skills acquired and will be subject to the requirement for employees with additional skills and the availability of higher grade positions.
- b) Council reserves the right to recruit employees through a merit-based system to fill any job vacancies and is not required to place employees in higher graded positions even if they have gained the required skills.
- c) The exception to this clause is a graduate or professional employee who is:
  - i. holding at least a three (3) year degree from a recognised university or tertiary institute;
  - ii. in a position that requires that qualification; and



iii. employed at a classification Level 3;

will progress to the relevant classification Level 5 within two (2) years from commencement provided performance in the position has been satisfactory.

d) Classifications and progression referred to in this clause are in accordance with the classification structure contained in the relevant Award.

#### **2.2.6 Procedure for Classifying Engineering Trade Employees**

a) The procedures for classifying or reclassifying employees under this Section are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by Manufacturing Skills Australia (MSA).

b) Without detracting from any of the processes set out in this Schedule any disputes in relation to classification or reclassification, including disputes relating to the terms of the Implementation Guide, shall be handled in accordance with the grievance and dispute settling procedure in clause 7.1 of Division 1 of Local Government Industry (Stream A) Award – State 2017.

c) It shall be a term of the Award that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clauses (d) and (e).

d) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.

e) Where skill standards have not been finalised in respect of any class of work and this is necessary for determining an employee's classification, the employee shall be classified in accordance with the classification definitions at Schedule 1 of this Section.

f) All employees engaged under the Award at the relevant classification levels shall be subject to the Metal and Engineering Competency Standards.

g) Other provisions to be followed where competency standards are being implemented in an enterprise:

(i) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.

(ii) Such briefings/training courses on the Metal and Engineering Competency Standards and Implementation Guide should be approved by MSA. These briefings/training courses can be either a joint briefing delivered by the

parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MSA recognised provider with the approval of the relevant parties at the enterprise level.

- (iii) The above does not exclude the delivery of additional training or advice by the parties or MSA to enterprises.

h) Points

The points to be assigned to the classification levels under the Section shall be:

Award Classification Level	Recommended points
C14	-
C13	-
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10
C4	Standards and points to be finalised
C3	Standards and points to be finalised
C2a	Standards and points to be finalised
C2b	Standards and points to be finalised

and in accordance with Table 2 in the Implementation Guide.

- i) Facilitation of implementation - If any party to this Award initiates a meeting at industry level in relation to major concerns about implementation of standards, including the application of points as set out in clause (h), the following procedure shall apply:
  - (i) if the major concerns involve problems at enterprise level the implementation process shall be suspended at those enterprises and there shall be no industrial action in relation to the problem;
  - (ii) officials of the relevant industry parties shall meet immediately to attempt to resolve the concerns.
  - (iii) where necessary, arrangements shall be made for an assessment and report by experts representing the relevant industry parties, or a representative of MSA;

- (iv) the relevant industry parties shall consider the experts' report/s and agree on a course of action to resolve the concerns of the initiating party. A record of any agreement will be forwarded to the relevant enforcement agency such as the Department of Justice and Attorney-General;
- (v) if the concerns are not resolved any party may pursue any available course of action under the Act.

**2.3 Termination of Employment**

- a) In the event of termination of employment, Council will provide to the employee whose employment has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

**2.3.1 Resignation by Employee**

- a) An employee may resign from their employment with Council after giving the appropriate notice prescribed by the relevant Award. If an employee fails to give the required notice Council shall have the right to withhold from accrued leave and termination payments an equivalent amount that is due to the Employee for the period of notice.

**2.3.2 Notice of Termination (including redundancies)**

- a) Council may terminate the employment of an employee after giving the following period of notice, or pay in lieu of such notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two (2) years' continuous service with Council shall be entitled to an additional week's notice.
- c) Payment in lieu of notice shall include the ordinary working hours which would have been worked by the employee; any allowances, loadings, penalties and other amounts that would have been payable to the employee for the ordinary hours; and any other amounts payable on termination under the employee's employment contract.
- d) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct.

- e) During the period of notice of termination given by Council, an employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with Council.
- f) Council will also pay all amounts due to the employee for accrued annual leave and, if the employee had completed at least seven (7) years' service, pro-rata Long Service Leave.
- g) This clause shall not apply to casual employees or to employees engaged for a specific period of time or for a specific task or tasks.

### **2.3.3 Abandonment of Employment**

- a) An employee who has been absent for a period of seven (7) working days without the approval of their Supervisor and who does not, during such time, establish to the satisfaction of Council a reasonable cause for the absence, shall be deemed to have abandoned their employment.
- b) Before an employee is terminated on the basis of abandonment of employment, Council will make a reasonable effort to contact the employee.
- c) Any termination of employment on the basis of abandonment shall be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

## **Part 3: Working Hours, Overtime and Penalties**

### **3.1 Hours of Work**

#### **3.1.1 Ordinary Hours of Work**

- a) The ordinary hours of work for full-time Administrative, Technical and Professional employees shall average 36.25 hours per week; and for Operational, Trade employees and Supervisory employees within these areas shall average 38 hours per week.
- b) Daily working hours shall be worked continuously, except for meal breaks, between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday.  

It is agreed between the parties that the normal daily hours of work will be structured to allow for employees to work on the basis of nine (9) days within a two (2) week period. Whenever possible all employees will access their RDO each fortnight; however RDOs may be accrued and taken as provided in Clause 6.2.
- c) The ordinary hours of work shall not exceed 10 hours per day, or 12 hours according to an agreed roster.
- d) Start and finish times for ordinary hours of work may be staggered or varied within the daily work hours to meet the needs of customers, operations or the business.
- e) Different arrangements of work cycles and ordinary hours within work cycles may apply to individual employees, groups or sections of employees.
- f) Employees who for operational purposes work Saturday and/or Sunday as part of their ordinary working hours shall be paid as follows:
  - (i) Ordinary hours worked on a Saturday shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter;
  - (ii) Ordinary hours worked on a Sunday shall be paid for at the rate of double time.

#### **3.1.2 Payment for Employees engaged under - Local Government Industry (Stream A) Award – State 2017 working a 38 hour week**

- a) All employees engaged under the *Local Government Industry (Stream A) Award – State 2017* who are required to work 38 hours per week will be paid 36.25 hours per week at the rate of ordinary time and the remaining 1.75 hours per week at the rate of time and a half.

### **3.2 Overtime**

- a) An employee may be required to work reasonable overtime to meet operational and business needs, whilst taking account of safety and fatigue management requirements.

- b) Except as otherwise provided in this Agreement, all authorised work performed outside or in excess of the ordinary hours of work starting and ceasing times for ordinary hours shall be deemed to be overtime.
- c) All overtime hours worked Monday to Saturday shall be paid at one and half times the employee's ordinary hourly rate for the first two (2) hours and at double the ordinary hourly rate thereafter.
- d) All overtime hours worked on a Sunday shall be paid for at double the employee's ordinary hourly rate.
- e) All overtime hours worked on a Public Holiday shall be paid at two and half times the employee's ordinary hourly rate, that is one and a half times in addition to ordinary hourly rate paid for the public holiday for work during an employee's normal work times, and two and a half times the ordinary hourly rate for additional hours worked.
- f) Call back or recall to duty, where an employee is recalled to perform duty after completion of their normal or prescribed hours or after completion of their rostered shift and having left the job site or on a rostered day off, shall be paid for a minimum of four (4) hour's work at the appropriate overtime rate.
  - i. The commencement and finishing times for which the employee shall be paid is calculated from the employee's place of residence.
  - ii. Any subsequent call back or recall to duty within four (4) hours of the first call will not attract additional payment, unless work continues beyond the initial four (4) hour period, when overtime rates will continue to apply.
  - iii. Any subsequent call back or recall to duty before the resumption of ordinary hours within the same 24 hour period shall be paid a minimum of two (2) hours at the appropriate penalty rate, or the actual time taken if the call-out extends beyond two (2) hours.
- g) Rest period after performing overtime duty – an employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between these times shall be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary time.
  - i. If an employee resumes or continues work upon the expressed direction of Council without having had such 10 consecutive hours off duty, the employee shall be paid double the ordinary time rate until the employee is released from such duty for such period and the employee shall be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **3.3 Rest Pauses**

- a) Each employee shall be entitled to a rest pause of 10 minutes' duration during the first and second half for each ordinary working day.

- b) The rest pause shall be taken separately from the meal break and shall be taken at such a time and in such a way as not to interfere with the continuity of operations.
- c) Provided that where a majority of employees agree, the rest pauses may be combined into one 20 minute rest pause, to be taken in first part of the work day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary day is broken up into three (3) approximately equal working periods.

### **3.4 Meal Breaks**

- a) An employee shall not be required to work more than six (6) hours without a break for a meal.
- b) The meal break shall be unpaid and shall not be less than 30 minutes and not more than one (1) hour.
- c) The meal break shall be taken in a way as not to interfere with the continuity of operations.
- d) Where the efficiency of Council may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes, without penalty. The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed. Otherwise, all work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken.
- e) Where overtime is to be worked immediately after the completion of ordinary work on a day and the period of overtime is to be more than one and a-half hours, an employee is entitled to commence a rest break of 30 minutes to be paid at the appropriate rate, within one and a-half hours of ceasing such ordinary time work.
- f) An employee working overtime must be allowed a meal break of 30 minutes without deduction of pay after each further four (4) hours of overtime worked (after the first one and a-half hours of such overtime worked as referred to in in clause 3.4c) above) if the employee is to continue work after such break.
- g) An employee who is required to return or come in to the workplace to perform overtime on any of the employee's ordinary working days (other than on a Public Holiday) but which work does not continue after the ordinary ceasing time, i.e. non-continuous overtime, call-back, shall be entitled to a 30 minute meal break after the completion of each four (4) hours of overtime worked, and no deduction of pay shall be made.
- h) An employee who is required to report to perform overtime of more than two (2) hours, but less than four (4) hours prior to the ordinary starting time shall be allowed 30 minutes meal at the ordinary starting time for which the employee shall be paid at ordinary time rates.
- i) Where an employee is required to work overtime on any Saturday, Sunday or Public Holiday, and where such overtime is not continuous with ordinary hours, such employee shall be entitled to:

- i. Where in excess of six (6) hours overtime is to be worked, an unpaid meal break of no less than 30 minutes and not more than one (1) hour, not later than six (6) hours after the commencement of duty;
  - ii. Where in excess of 9.5 hours overtime is to be worked, including overtime referred to above, a further 30 minute meal break with no deduction of pay; and
  - iii. A further 30 minute meal break for each further four (4) hours worked where such overtime is to continue beyond the respective four (4) hour period, with no deduction of pay in respect to such break.
- j) Council and relevant employee may agree to vary the times for taking meal breaks to meet the circumstances of the work in hand, but Council is not required to make any additional payment as a result of such change.

### **3.5 Call Out**

- a) Any Call Outs made after normal working hours will be compensated in the following manner:
- i. Employees required to attend a worksite when called out, will be entitled to a payment for four (4) hours at the appropriate penalty rate for the first call out.
    - a) Where the employee is called to attend a further emergency within that initial four (4) hour period no additional payment will be made.
    - b) Where the initial call out(s) last beyond four (4) hours, the actual time to the nearest hour will be paid at the appropriate penalty rate.
    - c) During any subsequent call out, a minimum of two (2) hours will be paid at the appropriate penalty rate or, where the call out extends beyond two (2) hours, the actual time taken.
  - ii. Where an employee is able to respond remotely, they shall receive payment for one (1) hour at the appropriate penalty rate for each call out.
    - a) Where the employee is called to attend a further emergency within that initial one (1) hour period no additional payment will be made.
    - b) Where the initial call out(s) last beyond one (1) hour, the actual time to the nearest half hour will be paid at the appropriate penalty rate.

### **3.6 Job Start Locations**

- a) Taking into account the variety of duties undertaken by Council's operational and trade employees, the following arrangements will be implemented with regard to the times and location of the commencement of duties of each working day as follows.
- b) With regard to the following categories of works, they will be applied only to specific projects where it is easily recognised that they are site specific and there will be no daily modification to the site of the works. Council will ensure that



arrangements for these categories of works shall be made with a minimum of five (5) working days' notice.

- i. For employees working on a job site less than 15km from a Council Depot, start and finish times for the daily ordinary hours of work shall occur "on the job". Travel time to and from the job site will be undertaken in the employee's own time, via the employee's own vehicle or by arrangement with the Supervisor and dependent on requirements of the work being undertaken.
  - ii. Office, Workshop or Depot employees sent out to any job and who travel in Council's time, shall be provided with appropriate transport or paid Mileage Allowance, from shop, workshop or depot to job and from job to shop, workshop or depot.
  - iii. Employees who are required to start and/or finish on site beyond 15km from their designated work location, on an ordinary working day and not travelling in Council's time shall be paid at ordinary time rate for the period of travel and, unless provided with transport, shall be paid the Mileage Allowance for kilometres in excess of their normal daily travel if using their own vehicle.
  - iv. Council will undertake to consider issues regarding personal transport arrangements raised by employees.
- c) Council will ensure that all sites will comply with Work Health and Safety Legislation.

### **3.7 Servicing of Plant Items and Light Vehicles**

- a) Unless repairs or major servicing approved by the appropriate Leader is required, all regular servicing and lubrication of plant and light vehicles shall be undertaken "on the job".
- b) Plant/Vehicles shall not be travelled from the job site to the respective Depots at the end of the ordinary hours of work on a daily/weekly basis unless approved by the relevant Leader.
- c) The decision shall be based on the inability to source an appropriate secure location to store such equipment or for reasons such as the need to access such plant for after hours emergency call out, etc.
- d) Servicing is to be performed at the time which least disrupts Council's operations and will be at the discretion of the relevant Team Leader. Council will provide such equipment and training as is necessary to ensure the mechanically correct, safe and environmentally responsible methods of undertaking the servicing and lubrication of the plant/vehicle.

### **3.8 Wet Weather and Working in the Rain**

- a) All time lost due to wet weather shall be paid at ordinary time rates, provided that employees report for work and hold themselves in readiness.
  - i. The relevant supervisor shall decide whether or not it is too wet to work.

- ii. Employees who are prevented from performing their normal duties due to wet weather shall perform alternative duties or training as directed by Council during such periods.
- b) When an employee is directed by Council to work in the rain, they shall wear waterproof clothing as provided by Council, where practicable.
- i. The employee shall be paid single time in addition to the applicable rate payable at the time until changing into dry clothes or until the employee ceases work, whichever is the earlier.

### **3.9 Public Holidays**

- a) Employees not required to work on Public Holidays shall be allowed leave without loss of ordinary pay for the following Public Holidays:
- i. 1<sup>st</sup> January;
  - ii. 26<sup>th</sup> January;
  - iii. Good Friday;
  - iv. Easter Saturday (the day after Good Friday);
  - v. Easter Sunday
  - vi. Easter Monday;
  - vii. 25<sup>th</sup> April (Anzac Day);
  - viii. Labour Day (the first Monday in May);
  - ix. the Birthday of the Sovereign;
  - x. Annual Show Day in Proserpine, Bowen or Collinsville;
  - xi. Christmas Day (25<sup>th</sup> December);
  - xii. Boxing Day (26<sup>th</sup> December);
  - xiii. any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

#### **3.9.1 Work on Public Holidays**

- a) Any employee who is required to work on a Public Holiday shall be paid, in addition to ordinary pay for that day, for the time actually worked at one and a halftimes the applicable rate prescribed for such work with a minimum of four (4) hours.
- b) Time worked on a Public Holiday in excess of the ordinary hours or outside the ordinary starting and ceasing times for the day of the week on which such holiday falls, shall be paid for at double the applicable rate to overtime worked on an ordinary day.

### **3.9.2 Substitution of Public Holidays**

- a) Where there is agreement between the majority of employees concerned and Council, subject to statutory limitations, other ordinary working days may be substituted for the Public Holidays specified above; provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the applicable rate for the holiday that has been substituted.

## **Part 4: Pay Rates and Allowances**

### **4.1 Wage and Salary Rates**

- a) With effect from 1<sup>st</sup> July, 2017, Council will apply the pay rates noted in Schedule A.
- b) The parties acknowledge that on the 1<sup>st</sup> July 2011, the amount of \$28.00 was added to the base rate of Council's Operational, Trades and Supervisory Employees. This amount absorbed the Construction, Reconstruction, Alteration, Repair and/or Maintenance Work Allowance (CWA); Clay Pit Allowance, Quarry Allowance, Dirt Money Allowance and Divisional and District Allowance under the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003.
- c) These consolidated pay rates will be further increased from 1 July 2018, and again from 1 July 2019. A schedule of pay rates is attached to this agreement [Schedule A].
- d) Where Council directly employs or hosts Apprentices, these apprentices shall be paid a percentage of the full trade rate, for their occupation, in accordance with this Agreement at the following rates:

Year 1 – 45%

Year 2 – 55%

Year 3 – 75%

Year 4 – 90%

### **4.2 Allowances**

#### **4.2.1 Asbestos Allowance and Register**

- a) Qualified employees who are involved in handling and disposal of asbestos and asbestos containing materials shall be paid an allowance of \$2 per hour for all time so engaged.
- b) This amount shall increase to \$2.05 per hour from 1 July 2018 and \$2.10 per hour from 1 July 2019.
- c) An asbestos register will be made available for all workers that come into contact with any asbestos or asbestos containing materials.

#### **4.2.2 Camping Allowance**

- a) Employees who are required to stay in camps because it is impractical to return home shall be paid \$67.85 per day, (including Saturday and Sunday where applicable), that they are required to stay at the camp.
- b) This amount shall increase to \$69.55 per day from 1 July 2018 and \$71.30 per day from 1 July 2019.



#### **4.2.8 Leading Hand Allowance**

- a) An employee who is employed in accordance with the *Queensland Local Government Industry (Stream B) Award – State 2017* or *Queensland Local Government Industry (Stream C) Award – State 2017*, and who is designated by Council as Leading Hand to be in charge of the work of other employees shall be paid \$38 per week
- b) Leading Hand Allowance Complex Projects or Sites
  - i. In addition to the payment of Leading Hand Allowance, where employees are required to carry out significant leading hand responsibilities such as the supervision of a complex project or site, an additional allowance of \$22 / week, known as Leading Hand Allowance – Complex will apply.
  - ii. To be eligible to receive this additional allowance an assessment of the employee’s responsibilities, associated to the complex project or site, will be undertaken in accordance with the criteria detailed in Schedule B.
  - iii. For an employee to be eligible for this additional allowance the assessment must result in an overall score of 300 or above.
- c) Leading Hand Allowance shall not apply to an employee for whom team leadership or supervision is comprehended in their role classification, or is engaged in the operation and or control of an installation (such as a treatment Plant) or where they work in conjunction with an assistant (e.g. tradesperson assisted by another employee or overseeing the work of an apprentice/trainee).

#### **4.2.9 Live Sewer Allowance**

- a) Employees engaged occasionally on work which involves direct aerial connection with raw sewage, in a live sewer or internal cleaning of septic tanks, releasing blockages in sewerage lines, septic tanks and connections thereto, shall be paid 50% addition to the applicable ordinary time, for all time so engaged, with a minimum payment for four (4) hours on any day when so engaged.
- b) During overtime and work on Saturdays, Sundays or Public Holidays Plumbers and other employees shall be paid in addition to the relevant overtime, week-end or Public Holiday rate an additional payment of half the ordinary hourly rate for all time engaged on live sewer work.
- c) The term ‘live sewer work’ shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with internal cleaning of septic tanks and cleaning of mechanical plant which is contaminated with sewerage. Where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.
- d) Where an employee is required to remove sewage matter from public areas or is exposed to sewage in the clean-up of sites where sewage has overflowed, they shall be entitled to the Live Sewer Allowance.

- e) Live Sewer Allowance shall not apply to employees engaged in the operation of, or supervision of work at, sewerage or waste water treatment plants.
- f) Operators and Assistant Operators of Sewerage and Waste Water Treatment Plants shall be paid an additional 60 minutes at their ordinary rate for each day that they are required to hose out wet wells.
- g) Where the employee is required to undertake work, which entitles them to this allowance, within the minimum four (4) hour period, no additional payment will be made.
  - i. Where the work required to be undertaken last beyond four (4) hours, the actual time to the nearest half hour will be paid at the appropriate penalty rate.
  - ii. During any subsequent work for that day, the actual time worked to the nearest half hour will be paid at the appropriate penalty rate.

**4.2.10 Locality Allowance**

- a) In addition to remuneration otherwise payable, all employees shall be paid a Locality Allowance as follows:

For employees supporting a dependent spouse and/or children	\$ 32.00 / week
For employees not supporting a dependent spouse and/or children	\$ 17.50 / week

**4.2.11 Mileage Allowance**

- a) Where Council requests an employee to use their own vehicle for business travel or to travel from job to job on the same day, and such employee agrees to do so, the employee shall be paid 80 cents per kilometre travelled as reimbursement for all expenses including tolls and charges.
- b) The rate shall increase to 82 cents per kilometre from 1 July 2018 and to 84 cents per kilometre from 1 July 2019.

**4.2.12 On-Call Allowance**

- a) To ensure efficient and effective services to the community, Council may require employees to participate in an on-call roster within their area of work.
  - i. An employee will be provided with at least one (1) weeks' notice of their on-call duty, unless an emergency circumstance occurs such, but not limited to, an unforeseen event or coverage during another employee's absence.

- b) An On Call allowance of \$300 per week (Monday to Sunday inclusive) will be paid for employees who are required to be on call and attend emergencies.
- c) This weekly rate will increase to \$307.50 per week from 1 July 2018 and \$315 per week from 1 July 2019.
- d) Where employees are on call on a daily basis only (i.e. to provide back up where the designated on call officer is unavailable due to absence from work) the on call allowance will be paid as follows:
  - i. For being on call on Monday to Friday (inclusive and including any Public Holidays) the daily rate will be \$30 per day, increasing to \$30.75 per day from 1 July 2018 and \$31.50 per day from 1 July 2019.
  - ii. For being on call on Saturday (inclusive and including any Public Holidays) the daily rate will be \$50 per day, increasing to \$51.25 per day from 1 July 2018 and \$52.50 per day from 1 July 2019.
  - iii. For being on call on Sunday (inclusive and including any Public Holidays) the daily rate will be \$100 per day, increasing to \$102.50 per day from 1 July 2018 and \$105 per day from 1 July 2019.
- d) Further it is agreed that the employee who is replaced on call will not receive an on call allowance for any days when they are unavailable and are so replaced.
- e) Where an employee is on call on a gazetted or substitute Public Holiday, irrespective of whether a call occurs or not, a day's leave will be credited to allow the employee to take a day off in lieu.
- f) Employees who are on call must be able to be contacted and be able to respond immediately or within a reasonable period of time. Therefore the employee will be provided with a mobile phone.
  - i. The provision of a mobile phone does not in itself entitle the employee to receive the On-Call Allowance. The employee must be directed by Council to be on-call.

#### **4.2.13 Poison Spray Allowance**

- a) Employees using poison sprays for the control of weeds shall be paid an additional amount at the rate of \$5 per day whilst engaged in such work.
- b) This amount shall increase to \$5.10 per day from 1 July 2018 and \$5.25 per day from 1 July 2019.

#### **4.2.14 Toilet Cleaning Allowance / Pound Cleaning Allowance**

- a) Employees who are required to clean toilets and pound facilities shall be paid an allowance of \$5 per day,
- b) This amount shall increase to \$5.10 per day from 1 July 2018 and \$5.25 per day from 1 July 2019.



- c) This allowance shall also apply to employees who are required to remove bodily fluids from public places.

#### **4.2.15 Trades tool Allowance**

- a) A Tool Allowance shall be payable to all tradespersons who are required to supply and use their own tools at the rate of \$35 per week.
- b) The Tool Allowance shall increase to \$35.90 per week from 1 July 2018 and to \$36.80 per week from 1 July 2019.
- c) Tradespersons shall replace or pay for any tools supplied by their Employer which are lost as a result of negligence on the part of the Employee.

#### **4.2.16 Trailer Allowance**

- a) Employees driving a motor vehicle to which a light trailer, caravan, compressor, concrete mixer, lighting plant, welding plant, road broom or generator set is attached shall be paid an allowance of \$3.50 per day.
- b) This rate shall apply whether the trailer is loaded or empty and regardless of whether the trailer has a single axle or has more than one axle.
- c) This amount shall increase to \$3.60 per day from 1 July 2018 and \$3.70 per day from 1 July 2019.

#### **4.2.17 Uniforms Allowance**

- a) Uniforms will be provided to employees in accordance with the Whitsunday Regional Council Uniform Policy as the minimum standard to be applied.
- b) From the operation of this Agreement, Council will supply a pair of safety boots, in accordance with Council's policies and procedures, up to the value of \$190 plus GST per annum.
  - i. Replacement within this yearly period will be based on "fair wear and tear" with a standard boot being supplied where approved.
- c) Council will endeavour to commence the procurement process for the annual uniform allocations for employees working outdoors at such time as to allow for the delivery of uniforms to employees in early July annually.
- d) Council will provide employees with one (1) pair of polarised safety glasses per annum, where the employee is required to undertake work which requires the wearing of safety glasses.

Should replacement be required, a standard pair of safety glasses will be offered.

## **Part 5: Leave Benefits**

### **5.1 Personal Leave**

#### **5.1.1 Sick Leave**

- a) All full-time employees will have access to Personal Leave of 15 days per annum (i.e. 108.75 hours for employees who work 36.25 hours and 114 hour for employees who work 38 hours per week), with pro-rata accrual for part time employees
- b) Personal leave which is not accessed will accrue from one year to the next, and accruals will not be capped.
- c) If an employee is absent from work due to Personal Leave they must contact their immediate Leader within one (1) hour of normal commencement times advising of their absence, advising the Leader of their absence from work and the expected duration of their absence.
- d) Contact must be made personally by telephone or in person by either the employee or an immediate family or household member. Notification via text messages or emails are not generally acceptable.
- e) Failure to notify will result in non-approval of Personal Leave and absence being classed as leave without pay;
- f) Notification of absence is required on each day of an absence not covered by a medical certificate;
- g) Immediately following the recommencement of duties, the employee must complete a personal leave notification form detailing the period involved and any particular reason for such absence;
- h) Absences up to two (2) working days do not require the production of a medical certificate, but they are required for all absences in excess of two (2) working days;
- i) For the calendar year period, once an employee reaches ten (10) days of uncertified absences, Council may require an employee to provide a medical certificate for any further absences from work.

#### **5.1.2 Carer's Leave**

- a) An employee may take up to 10 days of sick leave each year on full pay (carer's leave) to care for or support-
  - i. A person who is a member of the employee's immediate family or household-
    - (a) When the person is ill; or
    - (b) Because an unexpected emergency arises in relation to the person; or
  - ii. A person who has experienced domestic violence

- b) If the employee has exhausted this entitlement under 5.1.1(a), the employee may take up to an additional 2 days unpaid carer's leave each time the employee needs to take the leave.
- c) The employee may take additional unpaid carer's leave with the employer's agreement.
- d) Carer's leave may be taken for part of a day

### **5.1.3 Personal Leave Bonus Scheme**

- a) The Personal leave bonus scheme will continue to operate for permanent employees covered by this Agreement. This scheme will pay bonuses in the first full pay period in February each year for all permanent Employees who have taken limited Personal Leave.
  - i. 0 (zero) hours leave - \$400
  - ii. Up to and including 10 hours leave - \$300
  - iii. Up to and including 20 hours leave - \$250
  - iv. Up to and including 30 hours leave - \$200
  - v. Up to and including 38 hours leave - \$100
- b) No payment will apply for employees who have taken more than 38 hours Personal Leave in the previous calendar year to 31 December.
- c) Pro-rata entitlements will apply to employees not engaged for the entire twelve (12) month period.
- d) Pro-rata entitlements will apply to employees engaged on a part time basis or where an employee has not completed twelve (12) months' service.

### **5.2 Annual Leave**

- a) All employees shall have the benefit of five (5) weeks Annual Leave per annum (pro-rata for part time employees).
- b) Applications for Annual Leave must be applied for, with no less than four (4) weeks' notice, unless otherwise agreed, following the established method, and approved in advance prior to the leave being taken.
- c) All applications for Annual Leave will be determined by the Leader within five (5) days of the application being made and the decision communicated to the employee in writing.
- d) No leave will be approved subsequent to an absence occurring which will be considered leave without pay.
- e) Council reserves the right to refuse leave applications or defer them to a more mutually acceptable period subject to work commitments.
- f) A loading of 17.5% will apply to Annual Leave when it is taken, except where this is absorbed within an annualised pay arrangement.

### **5.2.1 Excess Annual Leave Accrual**

- a) The maximum accrued Annual Leave entitlement which can be held at any one time is ten (10) weeks.
- b) Employees with more than the maximum accrual will be required to participate in a leave reduction plan. This plan will require the employee to reduce their excess Annual Leave accrual over an agreed period of time, not greater than 12 months.
- c) Council reserves the right to direct employees with excessive leave to take such leave after not less than four (4) weeks' prior written notification.

### **5.3 Long Service Leave**

- a) All employees shall accrue thirteen (13) weeks Long Service Leave after ten (10) years of service, with pro-rata use of Long Service Leave available after seven (7) years.
- b) Applications for periods of Long Service Leave for periods greater than one (1) week should be made a minimum of four (4) weeks in advance of the proposed commencement of the leave.
- c) All applications for Long Service Leave will be determined by the Leader within five (5) days of the application being made and the decision communicated to the employee in writing.
- d) Council reserves the right to refuse leave applications or defer them to a more mutually acceptable period subject to work commitments. However leave shall not be unreasonably withheld.

### **5.4 Cultural and Ceremonial Leave**

- a) Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of Council being met, the parties agree that:
  - i. An employee who identifies as coming from such a background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture;
  - ii. Where an employee chooses to practice spiritual or cultural beliefs which take them away from worksite or workplace, the employee will be required to apply for annual leave, accrued banked Rostered Days Off or TOIL for these purposes.

### **5.5 Bereavement Leave**

- a) An employee shall on the death of a member of the employees immediate family or a member of the employee's household be entitled on notice to five (5) days Bereavement Leave
- b) Such leave shall be without reduction of pay for a period not exceeding the number of ordinary hours that would have been worked by the employee.

- c) Proof of such death shall be furnished by the employee to the satisfaction of Council if requested.
- d) For the purposes of this clause, definition of immediate family is:
  - i. A spouse (including husband and/or wife, former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite or same sex of the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis.
  - ii. A child or adult child (including adopted, or step or an ex-nuptial child).
  - iii. Parent or parent in law of the employee.
  - iv. Grandparent of the employee or grandparent of the spouse of the employee.
  - v. Grandchild of the employee or grandchild of the spouse of the employee.
  - vi. Sibling of the employee or sibling of the spouse of the employee.
- e) At the discretion of Council and only in exceptional circumstances, Council may grant paid or unpaid leave outside the provisions outlined above.

## **5.6 Leave Without Pay**

- a) Leave Without Pay is periods of absence without pay for special circumstances, subject to the approval of the relevant Director.
- b) Occurrences of Leave Without Pay do not entitle the employee to accrue Annual Leave, Long Service Leave or Personal Leave other than where it is provided for in accordance with the Industrial Relations Act 2016.
- c) Employees returning from Leave Without Pay will resume the same position (or one of equal stature if the original position no longer exists).
- d) Continuity of service is not affected by the taking of Leave Without Pay.

## **5.7 Parental Leave**

- a) After 12 months continuous service, employees will be provided with up to two (2) years unpaid Parental Leave, where they are the primary caregiver.

### **5.7.1 Maternity Leave**

- a) Council will provide paid Maternity Leave based on the wages of such employees for six (6) weeks of the total Parental Leave taken.
  - i. The six (6) weeks paid Maternity Leave may be taken as twelve (12) weeks at half pay.
  - ii. For employees to be eligible for paid Maternity Leave, the employee must have completed one (1) year's continuous service with Council immediately prior to the taking of the leave.

### **5.7.2 Paternity Leave**

- a) Employees whose partner has given birth or who has adopted a child, will be entitled to one (1) week's paid Paternity Leave based on the wages of such employees at the time of the birth or the adoption, subject to the completion of twelve (12) months continuous service
- b) Should the employee not have completed twelve (12) months continuous service, the employee may access annual leave accruals of up to one (1) week, including accruals not yet granted.

### **5.7.3 Flexible Work Arrangements**

- a) Council will consider any request for part-time work or flexible work arrangement for an employee returning to work after Parental Leave, taking into account the employee's skills and capabilities and the needs of Council. Any agreed arrangement shall be subject to six (6) monthly reviews.

### **5.8 Defence Reserve Training Leave**

- a) Council shall permit an employee to attend Defence Reserve training provided that at least one (1) months' notice of such attendance is given.
- b) Such leave shall be without loss of ordinary wages, provided that the Employee reimburses Council any pay received from the Commonwealth for periods of training during what would have been the Employee's ordinary working hours.
- c) Periods of active service will be provided as approved Leave Without Pay.

### **5.9 Jury Service Leave**

- a) An employee, other than a Casual Employee, required to attend for jury service during their ordinary working hours shall notify their Leader as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Leader with proof of such attendance, the duration of such attendance and the amount received from the Court for attendance.
- b) The employee will be paid their ordinary wages for any period of absence due to Jury Service, and the employee shall reimburse Council the equivalent of any payment received from the Court, other than meal and travelling payments.
- c) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

### **5.10 Emergency Services Leave**

- a) An employee who is, or who becomes, a member of an emergency services agency must seek permission from the CEO to attend emergency callouts.

- b) Where permission is given, the employee shall be allowed leave with pay equivalent to the ordinary wages for the period agreed to by Council.
- c) This leave shall not place any responsibility on Council as to the conduct of or work undertaken by an employee on such leave. Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work.
- d) Such periods of leave will be recognised for the accrual of benefits.

#### 5.11 Special Leave – Flooding and Natural Events

- a) An amount of Special Leave – Flooding and Natural Events, being a maximum of two (2) days per event on an annual financial year basis and non-accruable, may be granted to employee's who;
  - i. are unable to attend their normal place of work; and
  - ii. are able to demonstrate that they made all reasonable efforts to attend work; or
  - iii. have been instructed not to attend work by their supervisor.
- b) Normal place of work will include the employees usual work location or such other work place that may be nominated on an individual or collective basis by Council.
- c) Flooding and natural events may occur in the following circumstances:
  - i. Where the employee is unable to travel to work due to the closure of public roads, due to events such as flooding and cyclonic disturbances;
  - ii. Where the employee must, of necessity, remain at home to safeguard their family or property;
  - iii. Where the employee is required to return home before their usual ceasing time to ensure personal safety or the protection of their family or property;
- d) Where Special Leave – Flooding and Natural Events is sought on the basis of an employee being unable to safely travel to and from work, the employee must remain in a situation and/or condition of being able to attend work should suitable safe travel happen to be arranged.
- e) Where flooding and natural events may exist, and Special Leave has been exhausted, then employees may access other types of leave and accruals in accordance with provisions that already exist, expect for any requirement for the employee to provide notice before taking such leave.
- f) In interpreting this Agreement it is to be remembered that Council is a community service organisation and has a lead role to play in times of flooding and other natural events. In order to discharge this responsibility, it is essential that an adequate number of employees are available to fulfil various roles, and at various locations throughout the Region, subject to the personal safety of employees and their families.
- g) Council may nominate alternate places of work for certain employees whose presence may be desired in order to address flooding and natural events

preparedness and response. For the purpose of this Agreement, these alternate places of work are to be taken as the employee's normal work place for the duration of the natural event.

- h) The Chief Executive Officer may approve additional Special Leave in other extraordinary circumstances.

**5.12 Family and Domestic Violence Leave**

- a) Council is committed to maintaining a Family and Domestic Violence Policy for the life of this Agreement which will include the following entitlements:
  - i. Twenty (20) paid days per annum family domestic violence leave for a person experiencing family domestic violence; and
  - ii. Ten (10) paid days per annum special leave to support a person experiencing family domestic violence leave.



## **Part 6: Working Arrangements**

### **6.1 Flexibility in the Workplace**

- a) Council is committed to providing employees with work flexibility options to suit personal circumstances and support the achievement of an effective work/life balance.
- b) Whilst Council is committed to preserving the (nine) 9 day fortnight arrangements for employees covered by this Agreement, Council recognises that there are situations where employees may wish to opt out of such arrangements.
- c) Council will consider all requests from employees, covered by Local Government Industry (Stream A) Award – 2017, for a change to their working arrangements provided that the arrangements fulfil operational requirements.
- d) Arrangements that Council will consider include, but are not limited to:
  - Part time arrangements
  - Full time hours spread across 10 days, rather than nine (9) days per fortnight
  - 80 hours per fortnight over 10 days as opposed to 72.5 hours per fortnight over 9 days as is the usual roster for staff employed under Stream A. Compensation for this arrangement will include the payment of a 14% loading annualised into the hourly rate.
- e) All such arrangements will be at the request of the employee and mutually agreeable prior to the commencement.
- f) At the time of making the request the employee will indicate whether they are making application on a permanent or temporary basis.
- g) Any arrangement entered into will be made on a temporary basis initially for a period not exceeding six (6) months, after which time the arrangement may become permanent at the discretion of Council.
- h) The employees and/or Council will have the opportunity to opt out of such arrangements at the conclusion of the initial temporary period.
- i) Where operationally possible a cooling off period of one (1) month will apply to all such arrangements.
- j) One (1) month prior to the expiry of the initial temporary period, the employee will provide written notice to Council indicating they wish the arrangement to be continued on a permanent basis or revert to their previous arrangements.
  - i. Council will consider the request from the employee and provide a response back to the employee, within 7 days of receiving the notice, on its decision to continue the arrangements and, if relevant, the reasoning for its decision.

## **6.2 Rostered Days off**

- a) It is agreed between the parties that the normal daily hours of work will be structured to allow for employees to work on the basis of nine (9) days within a two (2) week period, thereby accruing time for a Rostered Day Off (RDO).
- b) Where appropriate hours have been worked in accordance with clause 6.2 a) and whenever possible, all employees will access their RDO each fortnight on one (1) agreed Monday or Friday of each fortnight or on any other day as agreed between Council and an employee.
- c) Notwithstanding clause 6.2 e), employees are not able to bank any more than five (5) RDO's.
  - i. Should banked RDO's exceed five (5) days, the Leader will discuss a plan for taking the banked RDO's to reduce the number to below five (5) days.
  - ii. Should these negotiations not be successful in making the required reductions, payment for banked RDO's in excess of five (5) days will be made to the employee at ordinary time rates
  - iii. The employee will be advised of this payment prior to the payment being processed.
- d) When required, and by mutual agreement, an RDO may be banked to be taken at a later date.
- e) Banked RDOs are to be taken within 12 months of their banking or are to be paid out.
- f) Except in emergency cases, five (5) days' notice is to be given verbally to each employee that is required to work on any scheduled RDO.
  - i. Where an Employee is directed by a Leader to work an RDO, and no provision is made for banking of or rescheduling of an alternative day, payment of this RDO worked will be paid at overtime rates.
- g) Banked RDO's may be accessed by the employee making application to their Leader at least five (5) days prior to the requested leave.
  - i. The Leader may waive this notice in the case of special emergency or unforeseen circumstances.
  - ii. Council reserves the right to refuse applications on the basis that the leave applied for may result in the administrative and work operations of Council to be rendered less efficient or more costly as a consequence.
- h) Banked RDO's will be paid in the pay period in which they are taken.
- i) Employees retain the right to refuse to work on a scheduled RDO.
  - i. Agreement to take or work an RDO will not be unreasonably withheld or refused by either party.

### **6.3 Time Off In Lieu (TOIL)**

- a) When an operational or trade employee works overtime they will be paid at overtime rates.
- b) Other employee's may request in writing equivalent Time off in Lieu which will accrue at ordinary time (i.e. time-for-time).
- c) Should accruals exceed five (5) days' the Leader will discuss a plan for taking this accrued TOIL to reduce the accrual to below five (5) days.
- d) Should these negotiations not be successful in making the required reduction to accruals, payment for accruals in excess of five (5) days will be made to the employee at ordinary time rates. The employee will be advised of this payment prior to the payment being processed.

### **6.4 Employee Locations**

- a) For all employees covered by this Agreement, an office/depot location will be stipulated as their designated start/finish work location in their employment contract or where amended by mutual agreement in writing.
- b) Employees may request a permanent change to their work location in writing. In determining such requests, Council will take into account the role performed by the employee, together with Council's operational requirements. Council will provide a written response within fourteen (14) days.
- c) Where Council wishes to make a permanent alteration to the work location of an employee, discussions must take place with the employee and relevant union/s in accordance with clause 7.6 of this Agreement. The employee will be given a minimum of four (4) weeks written notice of the change, unless a lesser period is mutually agreed between Council, and the employee.
- d) Where an employee believes they will experience undue hardship as a result of this decision, they may submit an application in writing for Undue Hardship. As part of this process the employee must provide sufficient information to allow Council to make a decision on their claim for Undue Hardship. To meet 'Undue Hardship' consideration, the employee needs to satisfy the Council that undue and genuine hardship exists. In this clause, Undue Hardship is defined as circumstances where the permanent relocation has an excessive or substantial impact on the employee.

Examples of this may include:

- Travelling costs inclusive of time and/or distance that would be reasonably seen as excessive considering the size of the Council region and/or the personal circumstances of the affected employee
- Medical conditions that prohibit travelling such long distances, which Council may request the employee to verify through the provision of medical information for review by a Medical Practitioner
- Family or carer responsibility and/or additional cost incurred that requires direct and regular assistance that cannot be changed or carried out by another person - for instance the care of a disabled or elderly family member that

requires lunch time visits for their care for which the employee has no alternative arrangement;

- Inconveniences will not be considered as undue hardship.
- e) The CEO will determine an Undue Hardship Claim within fourteen [14] days of receipt of the claim and will take into consideration such things as :
- The individual employee's specific circumstances;
  - Council's reason for the location change;
  - Costs to Council and the affected employee involved;
  - Availability of alternative arrangements;
  - Fairness and equity for all employees; and
  - Ability of Council to deliver efficient customer-focused service
- f) If Council decides there is a valid Undue Hardship Claim, Council will either:
- i. Maintain the position in its current location; or
  - ii. Allow the transfer subject to the provision of one or more of the following special arrangements subject to Council's operational requirements and service delivery:
    - (a) rotating location between old and new locations;
    - (b) changing commencing and finishing times;
    - (c) a Special Travel Allowance, based on the Mileage Allowance rate, whereby the employee will receive a travel allowance for any additional kilometres which is more than ten [10] kilometres in commuter distance from home to their previous location of work (and calculated each way). This allowance will be paid at commencement of travel; or
    - (d) other arrangements that will assist in reducing the undue hardship including any suggested assistance detailed by the employee in their Undue Hardship claim.
    - (e) Redeployment to another position within Council, which is vacant and being actively recruited for. The employee must hold skills and experience which are suitable for the position
      - (i) Where an employee is redeployed to a role which is classified at a lower level, Council may, at Council's discretion, make payment in lieu thereof of an amount equal to the difference between the former amounts that Council would have been liable to pay and the new lower amount Council is liable to pay the employee for a period of twelve (12) weeks.
      - (ii) The amounts must be worked out on the basis of:
        1. the ordinary working hours to be worked by the employee; and

2. the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  3. any other amounts payable under the employee's employment contract.
- g) The CEO will advise the employee of the outcome of their claim in writing within the 14 day period.
- h) If the CEO grants an Undue Hardship Claim, any special arrangements agreed to by the parties will be for a specified period for a maximum of three (3) months.
- i) Where the parties determine that there are no other options other than to separate, either when the Undue Hardship claim has been rejected or within three (3) months from the commencement of any special arrangements, the employee shall be provided with two (2) weeks' pay per year of completed service, capped at a maximum of 26 weeks.

#### **6.5 Annual Christmas Closure**

- a) Where Council determines that for operational efficiencies a closure period will occur, Council will provide notice of closure dates to affected staff by the 1<sup>st</sup> September each year.
- b) At this time, where it is determined that Council will require a restricted number of staff to work this closure period, Council will seek expressions of interest from the work group for staff who wish to be considered to work through the closure period.
- c) Council will consider these expressions of interest, taking into account:
- Annual leave accruals of the employee;
  - Other leave taken throughout the preceding year; and
  - The skills and qualifications held by the employee.
- d) Employees will be informed of the outcome of the expression of interest process no later than the 1<sup>st</sup> October annually.

#### **6.6 Upskilling and Traineeships/Apprenticeships**

- a) Council is committed to the placement of apprentices and trainees outside of traditional trades.
- b) Council is committed to upskilling to existing workforce to attain qualifications in Cert II, III, IV in their respective areas leading to a multi skilled workforce.

## **Part 7: Employment Security and Organisational Change**

### **7.1 Promoting a Permanent Workforce and Employment Security**

- a) Council is committed to maintaining a permanent workforce during the term of this Agreement and is committed to job security for its permanent employees provided they demonstrate commitment and satisfactory performance.
- b) As such, forced redundancies shall not be utilised during the life of this Agreement.
- c) Where Council decides that they no longer wish the job the employee(s) has been doing to be done by anyone, Council shall consult, in accordance with Clause 7.5 Consultation, with the employee(s) directly affected and where relevant, their Union(s) .

### **7.2 Voluntary Redundancy**

- a) Where Council has decided to reduce the number of employee positions then Council shall consider inviting expressions of interest for voluntary redundancy.
- b) Council may, at its sole discretion, decide whether to accept any or none of the expressions of interest lodged.
- c) An employee accepting an offer of voluntary redundancy will be entitled to severance payments as follows:
  - i. 3 weeks per year of service, capped at 52 weeks;
  - ii. All usual termination of employment entitlements.
- d) The future employment of any employee who volunteers for redundancy and is not selected, will not be prejudiced by their application for voluntary redundancy.

### **7.3 Retraining and Redeployment**

- a) In such situations where Council has determined that a role/s will no longer be required, the Council will consider all available options for the internal placement of identified employees, through transfer, redeployment and/or reskilling/retraining.
- b) Transfer to Lower Paid Duties
  - i) Where an employee is transferred to lower paid duties, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated.
  - ii) Council may, at Council's discretion, make payment in lieu thereof of an amount equal to the difference between the former amounts that Council would have been liable to pay and the new lower amount Council is liable to pay the employee for a period of twelve (12) weeks.
  - iii) The amounts must be worked out on the basis of:
    - 1. the ordinary working hours to be worked by the employee; and

2. the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  3. any other amounts payable under the employee's employment contract.
- c) The employee must choose the option for redeployment or accept a voluntary redundancy.

#### **7.4 Time Off During Notice Period**

- a) Where an offer of voluntary redundancy has been accepted by the employee, in the circumstances outlined above, the employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice, for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### **7.5 Consultation**

- a) Prior to Council making a decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council will consult with the employees who may be affected by the proposed changes and, where relevant their union/s
- b) Council will provide in writing to the employees concerned, and where relevant their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees; provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.
- c) Council will consult the employees affected and, where relevant their union/s, about the introduction of the changes, the effects the changes are likely to have on employees, and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- d) Council shall give prompt and genuine consideration to matters raised by affected employees and/or union/s prior to making a final decision.
- e) For the purposes of this clause, 'significant effects' includes termination of permanent employment, major changes in the composition, operation or size of Council's permanent workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, transmission of business, and the restructuring of jobs or reporting relationships within Council's organisational structure which would result in alteration to pay and conditions; provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

- f) In the event of a dispute about Council's response to concerns raised by employees, the Grievance and Dispute Resolution clause of this Agreement will be utilised to resolve these concerns.

#### **7.6 Contracting / Outsourcing Services or Functions**

- a) Council will utilise and promote the use of permanent Council employees for the undertaking of Council's maintenance and repair works, services and operations and, where possible, capital works.
- b) During the life of this Agreement, Council will minimise the contracting out or leasing of any works and services currently provided by Council and will seek to contract / outsource works and services currently provided by permanent Council employees only in the following circumstances:
  - i. Where funding from State or Commonwealth governments, such as for construction, reconstruction or natural disaster recovery, is conditional and cannot be applied to normal work by permanent employees.
  - ii. In the event of a critical shortage of skilled employees.
  - iii. The lack of available infrastructure capital and the significant cost of providing technology and tooling.
  - iv. Extraordinary or unforeseen circumstances.
  - v. It is in the public interest that such services should be contracted out.
- c) Where Council seeks to contract out or lease any Council works and services being undertaken or have the ability / capacity to be undertaken by permanent Council employees, in accordance with the above criteria, the relevant union/s will be formally notified in writing and consulted as early as possible.
  - i. As part of the consultation process, information will be provided supporting Council's decision.
- d) Employees and relevant union/s will be consulted before any steps are taken to call tenders or enter into any otherwise legally binding arrangement for the provision of Council's current services by an external provider.
- e) It is the responsibility of all parties to participate fully in discussions on any proposals to contract out or lease any Council functions.

#### **7.7 Transmission of Business**

- a) Council will make every effort to facilitate a transfer of employment to the new employer under conditions which are not less favourable than applied whilst the employee was engaged by Council.
- b) Where an employee transfers with the transmitted business activity and becomes an employee of the new employer (the 'transmittee'), the employee's continuity of employment shall be deemed not to have been broken by reason of such transmission; and the period of employment with Council shall be deemed to be service with the transmittee.



- i. The employee will be given a certificate detailing any leave accruals and other benefits relating to service which have been transferred to the new employer.
- c) Council will not be obliged to provide retraining, redeployment or redundancy to any employee who is offered suitable alternative employment in a similar or 'like' role or could reasonably transfer their employment to the transmittee.
- d) Council shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the relevant union and the proposed new employer.

**7.8 Employee Assistance Provision**

- a) Council will continue to make an Employee Assistance Service available to its employees.
- b) An Employee Assistance Program (EAP) is an initiative to provide all employees with confidential counselling and support for workplace and personal issues.

## **Part 8: Miscellaneous**

### **8.1 Superannuation**

- a) Council will fulfil its legislative obligations in relation to superannuation including the ability for staff to contribute to a complying superannuation fund.

### **8.2 Vaccinations**

- a) Council will offer flu vaccinations for all staff each year for the term of this agreement. The vaccinations will be offered in April/May of each year.
- b) Vaccinations for tetanus, Hepatitis A and B will be offered on an as needs basis for employees who are deemed to be at risk following consultation with Work Health and Safety Representatives and Work Health and Safety staff.
- c) On a quarterly basis, employees who are subject to exposure to live sewage will be entitled to reimbursement for the costs of threadworm treatment upon presentation of a receipt.

### **8.3 Performance and Development Planning**

- a) During the life of this Agreement, Council will utilise a performance and development planning process with each employee as an opportunity to discuss contribution to Council objectives, team outcomes, personal goals and training requirements for the future. This process will assist where progression to the next pay increment requires satisfactory performance, and development information will be used to identify potential candidates for vacant roles and training programs.
- b) Where satisfactory performance has not been attained, the employee will be notified in writing of the reasons why the performance has not been satisfactory and will be given an opportunity to address the unsatisfactory performance. Employees will have the opportunity to seek representation.
- c) The situation will be reviewed at least quarterly by the Leader and where the employee's performance has improved such that it is considered by the Leader to be deemed satisfactory the Leader may recommend to the Chief Executive Officer that an incremental increase is given from the date of the review.

### **8.4 Training**

- a) Employees must attend training courses as reasonably required by Council, unless the ability to attend is restricted (i.e. by illness or due to flooding etc.).
- b) Costs of training, where Council has approved an employee's attendance, will be borne by Council.
- c) Council will make all reasonable efforts to ensure that training is undertaken during normal working hours. However, where attendance at training requires hours outside of normal working hours for the individual employee concerned (i.e. travel to and from the venue or attendance at the weekend or on a Rostered Day Off) such time will be paid for at the appropriate ordinary time rate or accrued as time off in lieu (TOIL) on the basis of time for time where it is deemed that attendance is a

mandatory requirement. Payment for time outside of normal working hours may be made where Council has deemed that the attendance at this training is mandatory.

- i. Payment will not be provided where the employee has requested to attend or for attendance at conferences.
- d) Council recognises that employees may have family commitments that make travel to or attendance at training outside of normal working hours difficult and will give as much advance notice as possible to ensure employees have access to training opportunities.

#### **8.4.1 Tertiary Education**

- a) The parties agree that training opportunities should apply equally to all employees as far as possible. Council commits to continue to supplement the cost of the relevant tertiary education for eligible employees within the terms of the Council's current policy, as amended from time to time, which will be discussed with the Consultative Committee.

#### **8.5 Salary Packaging**

- a) Salary Packaging options are available to all Employees provided that Council does not incur additional costs as a result of the activity.
- b) All employees are to obtain evidence that they have independent financial advice outlining limitations before salary sacrificing. Proof of such advice may be requested by the Employer. Employees should refer to the ATO website for information about items available for salary packaging.
- c) Council will maintain, for the life of this Agreement, an arrangement with a salary packaging provider for the packaging of employee benefits, subject to the employee being responsible for all administration costs.

#### **8.6 Service Recognition**

- a) Council values employees' commitment to long service and enjoys recognizing those who have achieved key milestones with the organization.
- b) Years of Service presentations are held each year and employees are presented a gift voucher and certificate by the CEO and Mayor. These milestones are:
  - i. 5 Years Service - \$75
  - ii. 10 Years Service - \$150
  - iii. 20 Years Service - \$300
  - iv. 30 Years Service - \$450
  - v. 40 Years Service - \$600
  - vi. 45 Years Service - \$675
  - vii. 50 Years Service - \$750

- c) Additionally, Council is committed to the 25 Year Club which sees an event held each year to induct new members of the Club. Inductees will have completed 25 years' service with Council. Members of this club are presented with a Gold Watch and 25 Year Club pin.

#### **8.7 Bullying and Harassment**

- a) Council and its employees are committed to the elimination of violence, aggression and bullying in the workplace
- b) To achieve this, the Council and its employees will continue to develop and support policy and procedures to combat workplace bullying.
- c) Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying, and when an occurrence of bullying is identified, Council will ensure all necessary steps are taken to prevent further bullying.
- d) Violence, aggression and workplace bullying is a repetitive pattern of unprovoked, unwelcome hostile behaviour, or if serious and sustained, one instance of such behaviour, that inflicts or attempts to inflict injury, hurt, humiliation or discomfort.
- e) Such behaviour includes:
  - i. The less favourable treatment of a person by another in the workplace, beyond that which may be considered reasonable and appropriate workplace practice;
  - ii. Unwelcome and unreasonable behaviour that creates a hostile, uncomfortable or offensive work atmosphere;
  - iii. Social exclusion in the workplace;
  - iv. Misuse of power.

## **Part 9: Union Related Matters**

### **9.1 New Employees**

- a) Council agrees to provide all employees with an information package regarding union membership as part of the orientation process.
- b) Unions will ensure this content is accurate and up to date and is provided to Council.

### **9.2 Workplace Delegates**

- a) A workplace delegate shall have the right to:
  - i. be treated fairly and to perform their role as union delegate without any discrimination in their employment;
  - ii. formal recognition by Council that endorsed union delegates speak on behalf of union members in the workplace;
  - iii. bargain collectively on behalf of those they represent;
  - iv. consultation, and access to reasonable information about the workplace and the business;
  - v. paid time to represent the interests of members to Council and industrial tribunals;
  - vi. reasonable paid time during normal working hours to consult with union members;
  - vii. reasonable paid time to participate in the operation of the union;
  - viii. reasonable access to stationery and other administrative facilities including telephone, facsimile, photocopying, internet and e-mail facilities, an appropriate lockable storage cabinet, a table and chairs, air-conditioning/heating and a private lockable area for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
  - ix. place Union information on a noticeboard in a prominent location in the workplace; and
  - x. take reasonable leave to work with the Union, including inviting officials and or employees of the Union onto Council premises.

### **9.3 Facilities and Conditions**

- a) The following facilities and conditions will be made available to the relevant union workplace delegates and members of the Consultative Committee or any other employee involved in any consultative forum.
  - i. Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay

will be paid. This includes reasonable time for preparation for meetings, reporting back and travelling to and from meetings.

- ii. Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
  - iii. Access to a room will be provided to discuss employment matters.
  - iv. No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.
- b) Council shall facilitate all employees covered by this Agreement to become and remain financial members of the relevant Union. Council shall facilitate employees to become or remain union members by:
- i. Providing the Union representative at the workplace the opportunity to advise all employees in relation to membership of a union;
  - ii. Upon authorisation from the employee, deducting Union membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members of the Union. Such monies shall be forwarded to the relevant Union each fortnight.

#### **9.4 Trade Union Training Leave**

- a) Subject to the receipt of a written application by the respective industrial organisation and with at least one (1) month advance notice, an employee who is an elected union delegate will be granted up to six (6) working days leave (non-cumulative) per annum on ordinary pay to attend conferences, meetings, courses and seminars conducted by their respective industrial organisation, provided that the maximum number of Council employees attending a course or seminar at the same time will be four (4) in total.

#### **9.5 Right of Entry**

- a) An authorised officer of a union party to this Agreement will have rights of access and entry to the premises of the Council in accordance with the provisions of the *Queensland Industrial Relations Act 2016* and relevant Workplace Health and Safety legislation.

#### **9.6 Meetings**

- a) Employees will be granted reasonable time off with pay within working hours to attend meetings designed to improve workplace relations within Council, including union meetings, subject to the approval of the Chief Executive Officer.

### **9.7 Consultation on Policy Changes**

- a) All policies, which have a direct impact on employees, to be implemented or reviewed by Council will be provided to all members of the Joint Consultative Committee for their feedback.
- b) JCC members will be invited to provide feedback within five (5) working days.

### **9.8 Climate Mitigation Strategy**

Council will commit to the development of a Climate Mitigation Strategy and associated Action Plan during the life of this agreement. The strategy will cover such items as:

- Electricity generation (solar, wind, battery)
- Improving energy efficiency and reducing emissions (using decentralised power/water systems, greening, waste reduction, improved urban planning)
- Support local community switch to renewable energy
- Community engagement, education and advice
- Standard setting and leading the way locally

Council will commit to providing feedback to the Consultative Committee on at least an annual basis regarding Council's progress in the delivery of this strategy.

Signed for and on behalf of **WHITSUNDAY REGIONAL COUNCIL** authority of a resolution of the Council and under the hands of JOHN W COLLINS the Acting Mayor thereof and BARRY WILLIAM OMUNDSON the Chief Executive Officer thereof in the presence of:

JOHN W COLLINS

Acting Mayor

BARRY WILLIAM OMUNDSON

Chief Executive Officer

Justice of the Peace/Commissioner for Declarations

Signature

AMANDA SAPOLU

Print Name



Signed for and on behalf of **THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES,**  
**QUEENSLAND** in the presence of:

.....  
Signature

BENJAMIN SWAN  
.....

Printed Name

Justice of the Peace/Commissioner for Declarations

.....  
Signature

MELINDA CHISHOLM  
.....

Print Name

Signed for and on behalf of **THE PLUMBERS AND**  
**GASFITTERS EMPLOYEES UNION OF**  
**AUSTRALIA, QUEENSLAND BRANCH OF**  
**EMPLOYEES** in the presence of:

.....  
Signature

ROHAN WEBB

.....  
Printed Name

Justice of the Peace/Commissioner for Declarations

.....  
Signature

KERRY NIELSEN

.....  
Print Name

Signed for and on behalf of **CONSTRUCTION FORESTRY, MINING AND ENERGY INDUSTRIAL UNION OF EMPLOYEES QUEENSLAND** in the presence of:

.....  
Signature

.....  
Printed Name

Justice of the Peace/Commissioner for Declarations

.....  
Signature

.....  
Print Name

Signed for and on behalf of AUSTRALIAN  
MANUFACTURING WORKERS UNION (UNION OF  
EMPLOYEES) in the presence of:

.....  
Signature

.....  
Printed Name

Justice of the Peace/Commissioner for Declarations

.....  
Signature

.....  
Print Name

Signed for and on behalf of QUEENSLAND SERVICES,  
INDUSTRIAL UNION OF EMPLOYEES in the  
presence of:

.....  
Signature

NEIL HENDERSON  
.....

Printed Name

Justice of the Peace/Commissioner for Declarations

.....  
Signature

XAVIER LAKE  
.....

Print Name

Signed for and on behalf of **ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS & MANAGERS, AUSTRALIA, QUEENSLAND BRANCH** in the presence of:

.....  
.....  
.....  
.....

## SCHEDULE A

Level	Current Weekly Rate	2017/2018			2018/2019			2019/2020		
		Increase 2.5%	Weekly Rate from 1st July 2017	Annual Salary from 1st July 2017	Increase 2.5%	Weekly Rate from 1st July 2018	Annual Salary from 1st July 2018	Increase 2.5%	Weekly Rate from 1st July 2019	Annual Salary from 1st July 2019
1.1	928.56	23.21	951.77	49,492.25	23.79	975.57	50,729.55	24.39	999.96	51,997.79
1.2	941.56	23.54	965.10	50,185.15	24.13	989.23	51,439.78	24.73	1,013.96	52,725.77
1.3	959.75	23.99	983.74	51,154.67	24.59	1,008.34	52,433.54	25.21	1,033.55	53,744.38
1.4	979.24	24.48	1,003.72	52,193.49	25.09	1,028.81	53,498.33	25.72	1,054.53	54,835.79
1.5	998.72	24.97	1,023.69	53,231.78	25.59	1,049.28	54,562.57	26.23	1,075.51	55,926.64
1.6	1,019.41	25.49	1,044.90	54,334.55	26.12	1,071.02	55,692.92	26.78	1,097.79	57,085.24
2.1	1,046.39	26.16	1,072.55	55,772.59	26.81	1,099.36	57,166.90	27.48	1,126.85	58,596.07
2.2	1,071.21	26.78	1,097.99	57,095.49	27.45	1,125.44	58,522.88	28.14	1,153.58	59,985.95
2.3	1,096.02	27.40	1,123.42	58,417.87	28.09	1,151.51	59,878.31	28.79	1,180.29	61,375.27
2.4	1,121.72	28.04	1,149.76	59,787.68	28.74	1,178.51	61,282.37	29.46	1,207.97	62,814.43
3.1	1,149.47	28.74	1,178.21	61,266.75	29.46	1,207.66	62,798.42	30.19	1,237.85	64,368.38
3.2	1,176.77	29.42	1,206.19	62,721.84	30.15	1,236.34	64,289.89	30.91	1,267.25	65,897.13
3.3	1,203.23	30.08	1,233.31	64,132.16	30.83	1,264.14	65,735.46	31.60	1,295.75	67,378.85
3.4	1,230.22	30.76	1,260.98	65,570.73	31.52	1,292.50	67,209.99	32.31	1,324.81	68,890.24
4.1	1,257.17	31.43	1,288.60	67,007.16	32.21	1,320.81	68,682.34	33.02	1,353.83	70,399.40
4.2	1,284.23	32.11	1,316.34	68,449.46	32.91	1,349.24	70,160.69	33.73	1,382.98	71,914.71
4.3	1,311.27	32.78	1,344.05	69,890.69	33.60	1,377.65	71,637.96	34.44	1,412.09	73,428.91
4.4	1,338.25	33.46	1,371.71	71,328.72	34.29	1,406.00	73,111.94	35.15	1,441.15	74,939.74
5.1	1,365.22	34.13	1,399.35	72,766.23	34.98	1,434.33	74,585.38	35.86	1,470.19	76,450.02
5.2	1,392.22	34.81	1,427.03	74,205.33	35.68	1,462.70	76,060.46	36.57	1,499.27	77,961.97
5.3	1,419.25	35.48	1,454.73	75,646.02	36.37	1,491.10	77,537.18	37.28	1,528.38	79,475.60
6.1	1,464.80	36.62	1,501.42	78,073.84	37.54	1,538.96	80,025.69	38.47	1,577.43	82,026.33
6.2	1,511.11	37.78	1,548.89	80,542.16	38.72	1,587.61	82,555.72	39.69	1,627.30	84,619.61
6.3	1,557.93	38.95	1,596.88	83,037.67	39.92	1,636.80	85,113.61	40.92	1,677.72	87,241.45

7.1	1,604.76	40.12	1,644.88	85,533.71	41.12	1,686.00	87,672.05	42.15	1,728.15	89,863.85
7.2	1,651.58	41.29	1,692.87	88,029.21	42.32	1,735.19	90,229.95	43.38	1,778.57	92,485.69
7.3	1,698.38	42.46	1,740.84	90,523.65	43.52	1,784.36	92,786.75	44.61	1,828.97	95,106.41
8.1	1,754.57	43.86	1,798.43	93,518.58	44.96	1,843.40	95,856.55	46.08	1,889.48	98,252.96
8.2	1,810.72	45.27	1,855.99	96,511.38	46.40	1,902.39	98,924.16	47.56	1,949.95	101,397.27
8.3	1,866.95	46.67	1,913.62	99,508.44	47.84	1,961.46	101,996.15	49.04	2,010.50	104,546.05
8.4	1,919.67	47.99	1,967.66	102,318.41	49.19	2,016.85	104,876.37	50.42	2,067.27	107,498.28
8.5	1,972.43	49.31	2,021.74	105,130.52	50.54	2,072.28	107,758.78	51.81	2,124.09	110,452.75



Level	Current Weekly Rate	2017/2018			2018/2019			2019/2020		
		Increase 2.5%	Weekly Rate from 1st July 2017	Annual Salary from 1st July 2017	Increase 2.5%	Weekly Rate from 1st July 2018	Annual Salary from 1st July 2018	Increase 2.5%	Weekly Rate from 1st July 2019	Annual Salary from 1st July 2019
TSO 1.1 + Allow	957.98	23.95	981.93	51,060.33	24.55	1,006.48	52,336.84	25.16	1,031.64	53,645.26
TSO 1.2 + Allow	970.99	24.27	995.26	51,753.77	24.88	1,020.15	53,047.61	25.50	1,045.65	54,373.80
TSO 1.3 + Allow	989.17	24.73	1,013.90	52,722.76	25.35	1,039.25	54,040.83	25.98	1,065.23	55,391.85
TSO 1.4 + Allow	1,008.66	25.22	1,033.88	53,761.58	25.85	1,059.72	55,105.62	26.49	1,086.22	56,483.26
TSO 1.5 + Allow	1,028.33	25.71	1,054.04	54,809.99	26.35	1,080.39	56,180.24	27.01	1,107.40	57,584.75
TSO 1.6 + Allow	1,050.30	26.26	1,076.56	55,980.99	26.91	1,103.47	57,380.52	27.59	1,131.06	58,815.03
TSO 2.1 + Allow	1,078.20	26.95	1,105.15	57,468.06	27.63	1,132.78	58,904.76	28.32	1,161.10	60,377.38
TSO 2.2 + Allow	1,103.04	27.58	1,130.62	58,792.03	28.27	1,158.88	60,261.83	28.97	1,187.85	61,768.38
TSO 2.3 + Allow	1,127.83	28.20	1,156.03	60,113.34	28.90	1,184.93	61,616.17	29.62	1,214.55	63,156.58
TSO 2.4 + Allow	1,153.55	28.84	1,182.39	61,484.22	29.56	1,211.95	63,021.32	30.30	1,242.25	64,596.85
TSO 3.1 + Allow	1,181.30	29.53	1,210.83	62,963.29	30.27	1,241.10	64,537.37	31.03	1,272.13	66,150.81
TSO 3.2 + Allow	1,208.60	30.21	1,238.81	64,418.38	30.97	1,269.79	66,028.84	31.74	1,301.53	67,679.56
TSO 3.3 + Allow	1,235.05	30.88	1,265.93	65,828.17	31.65	1,297.57	67,473.87	32.44	1,330.01	69,160.72

TSO 3.4 + Allow	1,262.06	31.55	1,293.61	67,267.80	32.34	1,325.95	68,949.49	33.15	1,359.10	70,673.23
TSO 4.1 + Allow	1,289.00	32.23	1,321.23	68,703.70	33.03	1,354.26	70,421.29	33.86	1,388.11	72,181.83
TSO 4.2 + Allow	1,316.07	32.90	1,348.97	70,146.53	33.72	1,382.70	71,900.19	34.57	1,417.26	73,697.70
TSO 4.3 + Allow	1,343.10	33.58	1,376.68	71,587.23	34.42	1,411.09	73,376.91	35.28	1,446.37	75,211.33
TSO 4.4 + Allow	1,370.08	34.25	1,404.33	73,025.26	35.11	1,439.44	74,850.90	35.99	1,475.43	76,722.17
TSO 5.1 + Allow	1,397.03	34.93	1,431.96	74,461.70	35.80	1,467.75	76,323.24	36.69	1,504.45	78,231.32
TSO 5.2 + Allow	1,424.04	35.60	1,459.64	75,901.33	36.49	1,496.13	77,798.87	37.40	1,533.54	79,743.84
TSO 5.3 + Allow	1,451.06	36.28	1,487.34	77,341.50	37.18	1,524.52	79,275.03	38.11	1,562.63	81,256.91
TSO 6.1 + Allow	1,496.63	37.42	1,534.05	79,770.38	38.35	1,572.40	81,764.64	39.31	1,611.71	83,808.75
TSO 6.2 + Allow	1,542.92	38.57	1,581.49	82,237.64	39.54	1,621.03	84,293.58	40.53	1,661.56	86,400.92
TSO 6.3 + Allow	1,589.75	39.74	1,629.49	84,733.67	40.74	1,670.23	86,852.02	41.76	1,711.99	89,023.32
TSO 7.1 + Allow	1,636.57	40.91	1,677.48	87,229.18	41.94	1,719.42	89,409.91	42.99	1,762.41	91,645.16
TSO 7.2 + Allow	1,683.40	42.09	1,725.49	89,725.22	43.14	1,768.62	91,968.35	44.22	1,812.84	94,267.56
TSO 7.3 + Allow	1,730.22	43.26	1,773.48	92,220.73	44.34	1,817.81	94,526.24	45.45	1,863.26	96,889.40
TSO 8.1 + Allow	1,786.39	44.66	1,831.05	95,214.59	45.78	1,876.83	97,594.95	46.92	1,923.75	100,034.83
TSO 8.2 + Allow	1,842.56	46.06	1,888.62	98,208.45	47.22	1,935.84	100,663.66	48.40	1,984.24	103,180.25

TSO 8.3 + Allow	1,898.77	47.47	1,946.24	101,204.44	48.66	1,994.90	103,734.55	49.87	2,044.77	106,327.92
TSO 8.4 + Allow	1,951.50	48.79	2,000.29	104,014.95	50.01	2,050.29	106,615.32	51.26	2,101.55	109,280.71
TSO 8.5 + Allow	2,004.25	50.11	2,054.36	106,826.52	51.36	2,105.72	109,497.19	52.64	2,158.36	112,234.62

Level	Current Weekly Rate	2017/2018			2018/2019			2019/2020		
		Increase 2.5%	Weekly Rate from 1st July 2017	Annual Salary from 1st July 2017	Increase 2.5%	Weekly Rate from 1st July 2018	Annual Salary from 1st July 2018	Increase 2.5%	Weekly Rate from 1st July 2019	Annual Salary from 1st July 2019
LGE1	917.17	22.93	940.10	48,885.16	23.50	963.60	50,107.29	24.09	987.69	51,359.97
LGE2	961.65	24.04	985.69	51,255.95	24.64	1,010.33	52,537.34	25.26	1,035.59	53,850.78
LGE3	973.89	24.35	998.24	51,908.34	24.96	1,023.19	53,206.04	25.58	1,048.77	54,536.20
LGE4	985.91	24.65	1,010.56	52,549.00	25.26	1,035.82	53,862.73	25.90	1,061.72	55,209.30
LGE5	1,000.30	25.01	1,025.31	53,315.99	25.63	1,050.94	54,648.89	26.27	1,077.21	56,015.11
LGE6	1,025.06	25.63	1,050.69	54,635.70	26.27	1,076.95	56,001.59	26.92	1,103.88	57,401.63
LGE7	1,052.86	26.32	1,079.18	56,117.44	26.98	1,106.16	57,520.37	27.65	1,133.82	58,958.38
LGE8	1,079.30	26.98	1,106.28	57,526.69	27.66	1,133.94	58,964.86	28.35	1,162.29	60,438.98
C10 + Allow	1,000.30	25.01	1,025.31	53,315.99	25.63	1,050.94	54,648.89	26.27	1,077.21	56,015.11
C9 + Allow	1,044.50	26.11	1,070.61	55,671.85	26.77	1,097.38	57,063.65	27.43	1,124.81	58,490.24
C8 + Allow	1,092.72	27.32	1,120.04	58,241.98	28.00	1,148.04	59,698.02	28.70	1,176.74	61,190.48
C7 + Allow	1,140.94	28.52	1,169.46	60,812.10	29.24	1,198.70	62,332.40	29.97	1,228.67	63,890.71
C6 + Allow	1,237.39	30.93	1,268.32	65,952.89	31.71	1,300.03	67,601.71	32.50	1,332.53	69,291.75
BT1	1,029.46	25.74	1,055.20	54,870.22	26.38	1,081.58	56,241.97	27.04	1,108.62	57,648.02
BT2	1,077.95	26.95	1,104.90	57,454.73	27.62	1,132.52	58,891.10	28.31	1,160.83	60,363.38
BT3	1,118.77	27.97	1,146.74	59,630.44	28.67	1,175.41	61,121.20	29.39	1,204.79	62,649.23

## SCHEDULE B

Indicator	Weighting	Score	Weighted Score		SCORE	Average Expenditure/day	Safety / Environmental Legislation	Public Relations	Organisational Risk	Autonomy / Isolation	Staff numbers
Average Expenditure per day	25%										
Safety / Environmental Legislation	15%				1	\$1,000 - \$5,000	Very low	Very low	Very low	Very low	1-3
Public relations	15%				2	\$5,001 - \$10,000	Low	Low	Low	Low	4-6
Organisational Risk	20%				3	\$10,001 - \$15,000	Average	Average	Average	Average	7-9
Autonomy / Isolation	10%				4	\$15,001 - \$20,000	High	High	High	High	10-12
Total No. employees	15%				5	> \$20,001	Very High	Very High	Very High	Very High	>13
<b>Score</b>	<b>100%</b>										
<b>INDICATORS</b>											
<i>Average Expenditure per day</i>	Including plant, materials, contractor costs, employee costs										
<i>Safety / Environmental Legislation</i>	Consider the complexity of the requirements from a safety and environmental legislation perspective										
<i>Public Relations</i>	Consider the project stakeholders (public, residents) in considering the impact the project could have on Council's reputation										
<i>Organisational Risk</i>	Consider the complexity of the risks associated with the project from a financial, operational and legal compliance perspective										
<i>Autonomy/Isolation</i>	Consider the nature of the decision making required on site, whether support for decision making is available and whether isolation of the site is a barrier to obtaining support										
<i>Total Number of Employees</i>	Consider number of employees on site, together with contractors in determining total number										

