

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Bundaberg Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

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

The Electrical Trades Union of Employees Queensland

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

Queensland Services, Industrial Union of Employees

(Matter No. CB/2018/35)

BUNDABERG REGIONAL COUNCIL CERTIFIED AGREEMENT 2017

Certificate of Approval

On 4 May 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

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

Parties to the Agreement:

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

Operative Date: 4 May 2018

Nominal Expiry Date: 4 May 2021

Previous Agreement: *Bundaberg Regional Council Certified Agreement 2011 (CA/2011/340)*

**Termination Date of
Previous Agreement:** 4 May 2018

By the Commission

O'CONNOR DP

4 May 2018

BUNDABERG REGIONAL COUNCIL CERTIFIED AGREEMENT 2017

PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Bundaberg Regional Council Certified Agreement 2017.

1.2 Arrangement

Subject Matter

PART 1 – PRELIMINARY	1
1.1 Title	1
1.2 Arrangement	1
1.3 Purpose of the Agreement.....	3
1.4 Objectives Attainment Method.....	3
1.5 Aims of Agreement	3
1.6 Agreement Coverage	4
1.7 Date of Operation.....	4
1.8 Posting of Agreement.....	4
1.9 Relationship to Parent Awards.....	4
PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT	4
2.1 Employment Security	4
2.2 Conversion of Long Term Temporary Employees	5
2.3 Consultation - Introduction of changes	5
2.4 Redundancy and Redeployment	5
2.5 Voluntary Redundancies.....	7
2.6 Statement of Employment on Termination.....	7
2.7 Termination by Council	7
2.8 Minimum Notice of Termination by Employee	8
2.9 Transmission of Business.....	8
2.10 Severance Pay	9
2.11 Dispute Resolution Procedure	9
2.12 Trade Union Provision.....	10
2.13 Single Bargaining Unit /Joint Consultative Committee Facilities	10
2.14 Bargaining Units.....	11
2.15 Corporate Performance Standards/Indicators	12
2.16 People and Performance	12
2.17 Career Progression	12
PART 3 – DEFINITIONS, WAGES AND ALLOWANCES	13
3.1 Definitions	13
3.2 Higher Duties/Mixed Functions prior to Leave.....	14

3.3	Job Share	14
3.4	Temporary Employee	15
3.5	Payment of Salaries	15
3.6	Salary Packaging	16
3.7	Salary Increase	16
3.8	Allowances	16
PART 4 – HOURS OF WORK		22
4.1	Working Hours	22
4.2	Rostered Days Off	22
4.3	Time Off In Lieu	26
4.4	Travel	26
4.5	Overtime	28
4.6	Meal Breaks	28
4.7	Fatigue Break	28
PART 5 – STATUTORY HOLIDAYS, LEAVE		28
5.1	Accrual of Annual Leave	28
5.2	Carers' Leave	28
5.3	Compassionate Leave/Bereavement Leave	29
5.4	Long Service Leave	30
5.5	Parental Leave	31
5.6	Sick Leave	32
5.7	Recall to Work from Annual or Long Service Leave	33
5.8	Natural Disaster Leave	33
5.9	Domestic and Family Violence Leave	34
PART 6 – OTHER CONDITIONS		34
6.1	Prescription Safety Glasses	34
6.2	Christmas Closedown	35
6.3	Secondment by Emergency Services	35
6.4	Defence Reserve Training	35
6.5	Professional Memberships	35
6.6	Registration and Licensing Fees	35
6.7	No Further Claims	36
SCHEDULE A		37
SCHEDULE B		38
SCHEDULE C		39
SCHEDULE D		40
SCHEDULE E		41
LANDFILL AGREEMENT		42
SIGNATORIES		44-52

1.3 Purpose of the Agreement

The parties to this Agreement recognise the importance of a viable and efficient Local Government which delivers a diverse range of services and infrastructure to facilitate the economic development and social wellbeing of the Bundaberg Region.

This Agreement seeks to:–

- (a) achieve benefits as a result of consultation with Employees and relevant Unions;
- (b) maintain the capacity of the Bundaberg Regional Council to successfully deliver services to the communities it represents plus to successfully employ and reward Employees involved in delivering these services.

This Agreement provides for:–

- (a) a framework for Management and the Employees to work together towards improving productivity;
- (b) benefits to Local Government, Employees and the community through best practice;
- (c) consultative structures which will ensure that change initiatives are pursued in a co-operative and collaborative manner.

1.4 Objectives Attainment Method

Parties to the Agreement agree to negotiations directed towards improvement in productivity, efficiency and flexibility, which will be concluded within the parameters of this Agreement.

The parties to this Agreement agree to a broad agenda aiming to achieve 'best practices' but not designed to undermine existing standards and conditions. This agenda may include, but not be restricted to:–

- (a) development of strategic plans;
- (b) changes in work organisation, job design and working patterns and arrangements;
- (c) new training and skills development programs;
- (d) people management issues and occupational health and safety;
- (e) optimum utilisation of capital equipment and new technology;
- (f) quality assurance and continuous improvement programs;
- (g) participation in implementation of the Local Government Act and Regulations.

1.5 Aims of Agreement

1.5.1 Productivity and Efficiency – To stimulate and provide ongoing productivity improvement throughout Council.

1.5.2 Service – To improve the quality of customer service through both products and services. To become increasingly community focussed and committed to continuous improvement.

1.5.3 Equal Opportunity – To ensure the Bundaberg Regional Council provides equality of opportunity in all areas of the workforce including issues relating to family responsibilities.

1.5.4 Employee Relations – To engender confidence in the Council as a fair and equitable Council and provide a stimulating, satisfying and participative work environment for all Staff.

1.5.5 Improved Work Organisation – To achieve flexible working arrangements, work practices and management systems.

- 1.5.6 Performance Measurement – Council will be benchmarking its performance with other similar sized Councils with the view to improving its performance and the delivery of services to the public. Improved performance may provide the opportunity for increased wages and improved conditions for Employees.
- 1.5.7 “No Disadvantage Test” – This Agreement follows the principle of the “No Disadvantage test” which is based on the terms and conditions of the existing parent Awards.

1.6 Agreement Coverage

This Agreement shall apply to Bundaberg Regional Council [ABN 72 427 835 198] (“Council”), Employees of Council, and the following Unions:–

- (a) The Australian Workers’ Union of Employees, Queensland;
- (b) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees;
- (c) Queensland Plumbers and Gasfitters Employees’ Union of Australia Queensland Branch, Union of Employees;
- (d) Electrical Trades Union of Employees of Australia and Queensland Branch;
- (e) Construction, Forestry, Mining and Energy Industrial Union of Employees Queensland;
- (f) The Queensland Services Industrial Union of Employees;
- (g) The Association of Professional Engineers, Scientists and Managers Australia.

1.7 Date of Operation

This Agreement shall operate from the Date of Certification for a period of Three (3) Years.

1.8 Posting of Agreement

A true copy of this Agreement shall be displayed in the workplace with convenient access to Employees.

1.9 Relationship to Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with the:–

- (a) Queensland Local Government Industry (Stream A) Award – State 2017;
- (b) Queensland Local Government Industry (Stream B) Award – State 2017;
- (c) Queensland Local Government Industry (Stream c) Award – State 2017;
- (d) Training Wage Award 2012 – State.

The terms and conditions of the relevant Awards listed in this Agreement shall apply unless excluded or modified as an expressed term of this Agreement.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Employment Security

Bundaberg Regional Council is committed to the job security of its employees.

The parties are committed to maximizing full time or part time employment where possible. Casual or temporary forms of employment should only be utilized where full time or part time employment is not

viable or appropriate. Bundaberg Regional Council will utilize workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

Whenever possible Council will utilise Council employees before contractors or labour hire.

2.2 Conversion of Long Term Temporary Employees

Bundaberg Regional Council is committed to maximising employment opportunities for long term temporary employees. A long term temporary employee shall, at the completion of 24 months' continuous service, have a right to elect to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue.

2.3 Consultation - Introduction of changes

2.3.1 Duty to notify

- (a) Before Council makes the final decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's 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 and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in Clauses 2.3.1(a) and (b) an alteration shall be deemed not to have significant effect.

2.3.2 Duty to consult over change

- (a) Before Council makes the final decision, Council shall 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 (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable before making the final decision referred to in Clause 2.3.1.
- (c) For the purpose of such consultation Council shall 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.
- (d) Notwithstanding the provision of Clause 2.3.2(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

2.4 Redundancy and Redeployment

2.4.1 Should a position or positions be determined as redundant following the required consultation processes, the following steps will be followed:-

Step 1: Redeployment and Retraining - where positions are identified as redundant all efforts will be made to maintain the employment of affected employees. This will be achieved through redeployment and retraining in accordance with the Redeployment provisions in clause 2.4.8.

Step 2: Council shall provide Employees with a 2 week period to consider redeployment opportunities. During this period, Employees will be able to access appropriate support or new Employment Opportunities (e.g. Employee's Assistance Programme/ Job Interviews/Financial or other advice) without loss of pay to a maximum of 2 days (or such further period as may be approved by the Chief Executive Officer or Delegated Officer).

Step 3: Redundancy - where redeployment or retraining is not practical redundancy will be offered to directly affected employees in the first instance. Expressions of Interest for redundancy will be called for from employees within the affected roles. Any employee receiving a redundancy under this step will be entitled to an additional 13 weeks payment in recognition of acceptance of an involuntary redundancy.

Step 4: Job swap and Voluntary Redundancy - if sufficient Expressions of Interest are not received and accepted through step 3, Council will seek Expressions of Interest for job swap and voluntary redundancy across all roles with similar skills or qualifications within Council.

- 2.4.2 Where an employee submits an application through the Expression of Interest process in this step a voluntary redundancy will be offered by Council once it has been assessed that the staff member in the redundant role has the necessary skills and qualifications to be redeployed, with reasonable re-training if required, into the role to be vacated by the staff member who has submitted the Expression of Interest application. Decisions on acceptance of any Expression of Interest submissions will have regard to Council's operational requirements to maintain an appropriate mix of skills and competencies.
- 2.4.3 Council will endeavour to offer employees whose position/s have been identified as redundant alternative employment in other work areas of Council (redeployment).
- 2.4.4 As a result of restructuring and/or process or procedure changes, Employees can be redeployed to another suitable position, at the same level or one classification higher, with similar terms and conditions and location within Council, subject to the terms of this Agreement.
- 2.4.5 Council will, in the first instance, provide the affected employee/s with a list of all existing vacant roles across Council so that affected employees may identify roles which may be suitable for redeployment with reasonable re-training if required.
- 2.4.6 Redeployed Employees must participate actively in the deployment process by making themselves available to be considered for vacancies, accepting reasonable redeployment and re-training opportunities.
- 2.4.7 Council will ensure that appropriate and reasonable training and assistance is provided to Employees redeploying to new positions so as to support the transition to the new job and maximise job effectiveness and job satisfaction. Training costs, if any, associated with this redeployment will be the responsibility of Council.
- 2.4.8 If an employee whose position has been identified as redundant is offered an alternative position with Council and accepts it:-
- (a) The employee will be entitled to a 3 month trial period. This will provide both the employee and Council with the opportunity to assess the employee's suitability for the new position. Should the new position not reasonably suit the skills, knowledge or experience of the employee, the employee shall be entitled to the original redundancy package;
 - (b) Where an Employee is deployed to a position which is one classification lower than their current classification, this must occur by written agreement. Income maintenance shall occur for that Employee for a period of 6 months from the date of the appointment.

- (c) After 6 months, the redeployed Employee will revert to the highest pay point of the new classification level of the redeployed position. This period can be extended by the Chief Executive Officer or Delegated Officer.
- (e) During the 6 months income maintenance period, the redeployed Employee will be considered for appointment to any position that arises with a salary/wage level equivalent to that of their former salary/wage level. If the Employee is deemed to be suitable by Council for the position, the redeployed Employee may be appointed to the position.
- (f) Where an Employee accepts redeployment to a lower level position, and at the end of 3 months working in the new job, is dissatisfied with the redeployed position, the redeployed Employee can make a request to the Chief Executive Officer or Delegated Officer to be reconsidered for employment options such as redeployment to another suitable alternative position, and Council will make available re-training or re-skilling if required.
- (g) During the period of redeployment, Employees will be able to access appropriate support or new Employment Opportunities (e.g. Employee's Assistance Programme / Job Interviews / Financial or other advice) without loss of pay to a maximum of 2 days (or such further period as may be approved by the Chief Executive Officer or Delegated Officer);
- (h) If after all these options outlined in Clause 2.4.8 have been exhausted, the Employee can request a Voluntary Redundancy.

2.5 Voluntary Redundancies

- 2.5.1 Employees shall not be obliged to submit an Expression of Interest through the Voluntary Redundancy process.
- 2.5.2 Submission of an Expression of Interest does not oblige the employee to subsequently accept the offer of a Voluntary Redundancy, nor does it remove any existing entitlement to the additional 13 weeks payment available under Clause 2.10 (b).
- 2.5.3 All details and calculations of the redundancy package will be made available to an employee before they are required to make any decision about accepting a Voluntary Redundancy.
- 2.5.4 Where Expressions of Interest are called across similarly classified roles, Council shall make all reasonable efforts to redeploy a person whose position is identified as redundant, by allowing that person to swap with another employee who wishes to accept redundancy.

2.6 Statement of Employment on Termination

Council shall, in the event of termination of employment, provide upon request to the Employee whom has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

2.7 Termination by Council

- (a) Council may dismiss an Employee only if the Employee has been given the following notice:–

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
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 2 years continuous Local Government service shall be entitled to an additional week's notice;
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given;
- (d) In calculating any payment in lieu of notice, the minimum compensation payable to an Employee will be at least the total of the amounts the Council would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:–
 - i. the ordinary working hours to be worked by the Employee; and
 - ii. the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - iii. any other amounts payable under the Employee's employment contract;
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a Casual Employee, or an Employee engaged by the day, or a Temporary Employee (engaged for a specific period or task);
- (f) During the period of notice an Employee will be allowed 2 days' time off for the purpose of seeking advice, appropriate support or new Employment Opportunities (e.g. Employee's Assistance Programme / Job Interviews / Financial or other advice) without loss of pay (or such further period as may be approved by the Chief Executive Officer or Delegated Officer). This time off shall be taken at times that are convenient to the Employee after consultation with the Delegated Officer.

2.8 Minimum Notice of Termination by Employee

- (a) The minimum notice of termination required to be given by an Employee shall be 1 week;
- (b) If an Employee fails to give notice, Council shall have the right to withhold monies due to the Employee with a maximum amount equal to 1 week's Pay;
- (c) This clause shall not apply to Casual or Temporary Employees (or to Employees engaged for a specific period of time or for a specific task or tasks).

2.9 Transmission of Business

- (a) Where a business is transmitted from Council to another Organisation, and an Employee who at the time of such transmission was an Employee of Council, becomes an Employee of the other Organisation:–
 - (i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the Employee has had with Council or any prior Council shall be deemed to be service of the Employee with the other Organisation;
- (b) In this clause:–
 - (i) 'business' – includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business; and

- (ii) 'transmission' – includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

2.10 Severance Pay

(a) Voluntary

The Severance clause in the relevant Awards will be followed except for the payment of a redundancy.

The payment of a redundancy will be 2 weeks' pay per year of service, or part thereof, of recognised continuous service in Local Government, paid at the Employee's current level.

The minimum payment is 4 weeks and the maximum is 52 weeks, provided that no Employee shall receive less than the severance benefit under the Termination, Change and Redundancy Statement of Policy issued by Queensland Industrial Relations Commission;

(b) Involuntary

When a position has been identified as redundant in accordance with Clause 2.4 and redeployment has not been accepted by the affected Employee, an additional 13 weeks payment will be made in recognition of involuntary redundancy.

If the affected Employee accepts redeployment as in Clause 2.4.8, then 13 weeks additional separation package will not apply.

2.11 Dispute Resolution Procedure

Prevention and settlement of employee grievances and disputes – (any workplace matter)

- (a) The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (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) The following procedure applies to all industrial matters within the meaning of the Act:
 - i. 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 or dispute. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1, or be represented by such employee's representative during the course of Stage 2. If the grievance is with the immediate supervisor the employee shall inform their supervisor's supervisor.
 - ii. 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.
 - iii. Stage 3: If the grievance is still unresolved, the aggrieved employee may submit the matter in writing to the General Manager if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:-
 - i. 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.
 - ii. Stage 2: Discussions should take place between the employee and such employee's Manager within 48 hours and the procedure shall not extend beyond 7 days.
 - iii. Stage 3: Not to exceed 14 days.
- (h) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee, the union or Council.

If the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission. All parties will seek conciliation in the first instance and arbitration as a final resort.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.
- (j) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.12 Trade Union Provision

Council will provide for Union Participation as per the Queensland Local Government Industry Award (Stream A) – State 2017 including:-

- (a) Access to normal Council facilities including typing, word processing, photocopying, postal system, telephone, email and storage facilities;
- (b) A room with normal office facilities shall be provided for Union nominees.

2.13 Single Bargaining Unit /Joint Consultative Committee Facilities

The following facilities will be made available to Union or Employee nominees involved in any consultative forum set up in accordance with this Agreement:-

- (a) Necessary time off at normal remuneration. Such time to be deemed as normal service, for preparation, attendance at meetings, reporting back and travelling to and from attendance at meetings;
- (b) Access to normal Council facilities including typing, word processing, photocopying, postal system, telephone, email and storage facilities;

- (c) A room with normal office facilities shall be provided for Union nominees to discuss matters associated with consultative forums established under this Agreement.

2.14 Bargaining Units

2.14.1 Review of Certified Agreement

Sufficient time will be allowed to form an Enterprise Bargaining Committee to commence renegotiation of a replacement Agreement at least 6 months prior to the expiry date of this Agreement.

2.14.2 Enterprise Bargaining Committee

An Enterprise Bargaining Committee will be formed to renegotiate the Certified Agreement 2017 and shall be made up as follows:–

- (a) 8 Representatives from Union affiliated Operational Employees;
- (b) 4 Representatives from Union affiliated Inside Employees; and
- (c) 5 Representatives from Council and Management;

provided that the Chief Executive Officer may approve additional representation as deemed necessary.

District Union Organisers will receive an open invitation to attend and speak at all Enterprise Bargaining Meetings and be advised of the date, time and venue of meetings as soon as practical.

2.14.3 Bargaining Units

The Bargaining Units will comprise of Employee Representatives and Representatives of the Unions which are party to the Agreement.

Units may be established as desired by the Employees at work locations with numbers being at a level appropriate to the workforce at the location.

The Bargaining Units shall consider staff requests for inclusion in the Enterprise Agreement negotiations and shall forward and receive information through the appropriate representative on the Enterprise Bargaining Committee.

To ensure Council is able to meet the demands of business it is important that Council has sufficient staff available to function. Therefore, the staffing numbers of the individual Bargaining Units will need to be approved by the Chief Executive Officer. The Chief Executive Officer will not be unreasonable in determining the staffing numbers of each Bargaining Unit having regard to fair representation of all Staff.

2.14.4 Joint Consultative Committee

The Joint Consultative Committee shall be formed within 1 month from the date of the Certification of the Agreement; and shall provide for equal representation of both the Council Management and Employees and shall not exceed 12 Members.

Employee Representatives should come from a cross-section of work sections and/or the Unions party to this Agreement. Once formed, the Joint Consultative Committee will determine the date, time, quorum, place and frequency of meetings.

The Committee will monitor the effective implementation of the Agreement.

Union officials will receive an open invitation to attend and speak at the Joint Consultative Committee Meetings and be advised of the date, time and venue of meetings as soon as practical.

Council will consult with the Joint Consultative Committee on any proposed Office or Depot closures.

2.15 Corporate Performance Standards/Indicators

The parties commit themselves to a process of continuous improvement and will adopt and adhere to the principles and practices of Quality Assurance. The role of performance indicators is to assist in the attainment of corporate goals in the interest of the Customers, Employees and Council in improving the quality of service.

It is recognised that performance indicators are not an end in themselves, but are a means of identifying trends and gains in productivity and efficiency, and they enable the identification of areas where there is potential for further improvement.

Performance indicators can only be developed with reference to clearly articulated Corporate, Departmental and Work Group objectives. Objectives have been developed through a consultative process and will be subject to periodic review.

The parties agree that any necessary performance indicators will be established from time to time to enable any changes in performance, following initiatives under this Agreement, to be jointly monitored and reviewed.

The parties recognise that various external factors such as the weather, legislative reviews and geographical features will impact on the Council's performance and therefore the parties reserve the right to refer to other additional indicators when adopting future bargaining positions.

2.16 People and Performance

Management and Staff commit to ensuring that the objectives set out in Council's Corporate and Operational Plans areas are achieved. Management and Staff feedback is required to ensure the focus on organisational achievement is met.

It is acknowledged that these objectives are focussed at achieving overall targets for the organisation and delivering on them will reflect improvements in the organisational performance and its standing in the community.

This can be achieved through:-

- (a) appropriate training and development programs including the encouragement of self-education, competency based training using external Registered Training Organisations and undertaking internal training programs;
- (b) Council's Performance Management System being utilised at least annually (but no more than quarterly – except during probationary periods).

It is acknowledged that the Performance Management System is not an avenue for the implementation of a disciplinary process.

2.17 Career Progression

2.17.1 Any Employee classified at Level 1.6 of the Queensland Local Government Industry Award (Stream A) – State 2017, who has completed 12 months satisfactory performance at that level, will automatically advance to Level 2.1 (as per Schedule A of this Agreement).

- 2.17.2 Any Certified Trade Employee classified and appointed at C10 of the Queensland Local Government Industry Award (Stream C) – State 2017 (as per Schedule D), who has completed 12 months satisfactory performance and/or has the appropriate qualification/competence will progress to C9.

After 12 months satisfactory performance and/or with the appropriate qualification/ competence an Employee classified C9 will progress to C8.

PART 3 – DEFINITIONS, WAGES AND ALLOWANCES

3.1 Definitions

3.1.1 Casual

Casual Employees shall mean an Employee engaged and paid as such by Council, who is employed on an hourly basis and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement period.

3.1.2 Inside Staff

Personnel whom are employed to undertake managerial, and predominantly technical, community, environmental and administrative duties as their primary function and generally based inside.

3.1.3 Operational/Outside Staff

Personnel whom are employed to undertake predominantly non-administrative duties, including construction, maintenance, and operations as their primary function and based outside and generally work a 38 hour week.

3.1.4 Project Work

For Rostered Days Off purposes – Project Work is defined as a work program or function that has been established for a particular project for a value over \$80,000.

3.1.5 Supervisory Staff / Surveyors

Inside Staff working a 38 hour week who supervise Operational Employees; and/or Surveyors.

3.1.6 Consultation

Consultation shall be not only in appearance, but in fact.

3.1.7 Natural Disaster Leave

Caused by flooding, bushfire, natural disaster, weather caused event, major traffic incident or earthquake event.

3.1.8 Shift Work

Means work done by separate relays of Employees working recognised hours, preceding, during or following the ordinary working hours, and in accordance with an agreed roster that continues for at least 5 consecutive shifts.

3.1.9 Continuous Shift Work

Means work that is continuous for 24 hours per day for an unbroken period of at least 28 days, except in the case of floods or breakdown or shutting down for holidays.

3.1.10 *Service Centres / Depots*

Service Centres are located at:-

- (a) Bundaberg, 186-190 Bourbong Street, Bundaberg Central;
- (b) Bargara, 160 Hughes Road, Bargara;
- (c) Childers, 45 Churchill Street, Childers;
- (d) Gin Gin, 4 Dear Street, Gin Gin.

Depots are located at:-

- (a) Childers, (rear of) 45 Churchill Street, Childers;
- (b) East Operations, Corner 2 Victoria and Tomlinson Streets, Bundaberg East;
- (c) Gin Gin, Flanders Street, Gin Gin;
- (d) Kalkie, 12 Cattermull Avenue, Qunaba; and
- (e) North Bundaberg, 25 Young Street, Bundaberg North.

3.1.11 *Job Sites*

Job sites are where work is to be performed on behalf of Council.

3.2 **Higher Duties/Mixed Functions prior to Leave**

Higher Duties/Mixed Functions rates of pay shall apply where an Employee performs work at a higher level for 3 days of the last 5 days immediately prior to taking Annual Leave or Long Service Leave; and shall be paid that Annual or Long Service Leave at the rate applicable to the Higher Duties/Mixed Function.

All other Higher Duties/Mixed Functions shall be as per the relevant Awards.

3.3 **Job Share**

3.3.1 In recognition of:-

- (a) flexible work arrangements; or
- (b) Employees returning from parental leave, who have a child(s) under school age; or
- (c) those Employees who are transitioning to retirement;

Council will consider an Employee's request for Job Share subject to Council's needs, the nature of the role and the size of the team with approval by the Chief Executive Officer or Delegated Officer.

Any arrangements will be reviewed on an annual basis to ensure Council's ongoing needs are being met and can be ended with 4 weeks' notice by the Chief Executive Officer or Delegated Officer.

3.3.2 Any Permanent Full Time position may be filled by 2 Employees involved in a Job Share basis where Job Share is convenient to the requirements of the position and there is Agreement between the Employees and Council.

The Permanent Full Time position holder has the right to retain the position when the Job Share provision has expired. Council will endeavour to allocate the other Employee into a similar position, however should this not be possible then the Employee is terminated and entitled to all accrued benefits.

- 3.3.3 Employees so employed shall be entitled to all Leave as prescribed by this Agreement on a pro rata basis. All other provisions of this Agreement shall apply.

All Appointments made pursuant to this clause shall be subject to an Annual Review process in order to assess the effectiveness of a position being performed in this manner. The concerned Employees and Council shall jointly conduct the review.

- 3.3.4 Prior to commencing any Job Share Arrangement, a Job Share Agreement is to be developed and will include:–

- (a) Responsibilities (as outlined in the Position Description);
- (b) Overtime provisions;
- (c) Roster of duties;
- (d) Availability for relief work;
- (e) Remuneration;
- (f) Review of Agreement;
- (g) Training Arrangements;
- (h) Termination Arrangements; and
- (i) Performance Indicators.

- 3.3.5 Employees participating in a Job Share role will not be eligible to Rostered Days Off.

- 3.3.6 Parties undertaking Job Share arrangements are to sign a Job Share Agreement.

- 3.3.7 The Job Share Agreement is to be reviewed every 12 months for efficiency and effectiveness.

3.4 **Temporary Employee**

- 3.4.1 A temporary Employee is one engaged:-

- (a) to perform special projects; or
- (b) for a period not exceeding 24 months; or
- (c) to take up work occasioned by a permanent Employee being absent on approved extended periods of Leave, e.g., Sick Leave, Long Service Leave, Workers' Compensation, or Maternity Leave.

- 3.4.2 Before Council engages a temporary Employee, Council must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

- 3.4.3 All other provisions of this Agreement shall apply.

3.5 **Payment of Salaries**

- 3.5.1 All Salaries shall be paid at least fortnightly – provided that by agreement between Council and the Employee concerned, Salaries may be paid monthly.

- 3.5.2 For the purpose of calculating the amount payable fortnightly, the annual Salaries prescribed shall be divided by 26.

- 3.5.3 The payment of Salaries and Allowances shall be made to Employees by means of:–

- (a) Electronic Fund Transfer to a bank, building society or credit union or other financial institution nominated by the Employee receiving the Salary or Allowance where the

Electronic Fund Transfer is of such an amount as will ensure to the Employee payment of salary and allowances in full at the place where payment is tendered; and/or

- (b) payment by cheque at a bank, building society, credit union or other financial institution nominated by the Employee receiving the Salary or Allowance, where the cheque is of such an amount of exchange as will ensure to the Employee payment of salary and allowances in full at the place where such payment is tendered.

3.6 Salary Packaging

3.6.1 The Salary Rates prescribed in this Agreement may be taken by means other than money by an arrangement that:-

- (a) complies with current taxation rules;
- (b) is of no additional cost to Council now or at some future time;
- (c) is to be no less favourable to the Employee than the entitlements otherwise available under this Agreement.

3.6.2 Salary sacrifice will only take place where Council does not incur a tax liability and will be subject to Council's guidelines.

All Employees are to seek independent financial advice outlining limitations before salary sacrificing. Proof of such advice may be requested by Council.

3.7 Salary Increase

In recognition of this Agreement, Employees subject to this Agreement will be granted the following Pay increases:-

- (1) An increase of 2.5% or \$29.04 per week, whichever is the greater - commencing from the first pay period after certification, backdated to 14 December 2017. (refer schedules A to D)
- (2) A further increase of 2.5% or \$29.76 per week, whichever is the greater - commencing from the first full pay period after 14 December 2018. (refer schedules A to D)
- (3) A further increase of 2.5% or \$30.51 per week, whichever is the greater - commencing from the first full pay period after 14 December 2019. (refer schedules A to D)

3.8 Allowances

3.8.1 All Allowances payable for the life of this Agreement are listed in Clause 3.8.3 (1) to (23) (inc.) of this Agreement.

The Construction Work Allowance has been annualised and forms part of an Employees' Annual Rate of Pay for all Outside Staff and Supervisory Staff of Outside Staff.

Only the Allowances listed in this Agreement are maintained.

3.8.2 Adjustment of Allowances

The monetary allowances shall be varied on an annual basis in accordance with the Queensland Industrial Relations Commission issued General Ruling on weekly increase in rates of pay in all State Awards.

3.8.3 Allowances Payable

- (1) *Cemetery Operations* – payable under relevant Award.
- (2) *Confined Space Allowance* – An Employee required to work in a place that the dimension or nature of which necessitates working in a cramped position and without sufficient ventilation, shall be paid an allowance of \$0.85 per hour extra for the actual time such Employee is so employed.
- (3) *Kennel Cleaning* – An Employee required to clean animal kennels, other than merely by hosing them, shall be paid \$5.14 per day.
- (4) *Leading Hand Allowance* – payable under the relevant Awards.
- (5) *Live Sewerage Allowance*

The “Guidelines for Applying Live Sewer Work Allowance” as detailed hereunder, shall apply to all staff engaged in sewerage maintenance and installations:–

- (a) Section 1: Employees Level 8 or above – Queensland Local Government Industry (Stream B) Award – State 2017 – Staff Employed as Plant Operators – Live Sewer Allowance does not apply inside the Wastewater Treatment Plants.
- (b) Section 2: Other Employees – Queensland Local Government Industry (Stream B) Award – State 2017.

Live Sewer Work Allowance shall apply as follows:–

- (a) Where live sewer work is carried out as follows:–
 - (i) Clearing of blockages in sewerage lines and connection thereto (including pumps). This includes clearing chokes in non–return valves, etc., on site – a minimum of 4 hours shall apply.
- (b) In Other Areas – Actual time worked in Live Sewer situation. Minimum of 1 hour to be charged. This includes areas where the Employee is:–
 - (i) in direct physical contact with sewage (e.g. standing in, or hands in, sewage);
 - (ii) continually splashed by sewage;
 - (iii) continually in direct aerial connection (in direct body contact) with spray or vapour which is emanating directly from live sewage.

Employees in doubt as to the application of Live Sewerage Allowance should contact their Supervisor or Manager HR.

Notes:

- (A) Sewer – meaning all areas of the sewerage system up to, but not including, the chlorinated effluent of the Wastewater Treatment Plant;
- (B) Direct aerial connection – shall be interpreted as working within the same confined area as a sewer through which sewage is flowing, such as a wet well, manhole or trench;
- (C) 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) All work carried out, where contact with sewage is possible, shall be carried out using correct Protective Equipment and Procedures, as per the Workplace Health and Safety Act;

- (E) Where an Employee believes that circumstances are such that they may physically come into contact with spray, vapour or mist emanating from the Treatment/ Infrastructure process – a Site Safety Inspection should occur and Employees' duties be determined in accordance with the Site Safety Inspection outcome.

Such inspection should be undertaken by at least an Operator from the Plant, a Workplace Health and Safety Representative and an Employee involved in the activity. However, the initial Inspection should include a recognized Workplace Health and Safety Officer, Workplace Health and Safety Representative and a Council Union Representative;

- (F) Employees required to perform work under this clause shall be paid for all time worked at the rate of ordinary time in addition to the rate otherwise payable.

- (c) Section 3 – Other Employees – Queensland Local Government Industry (Stream C) Award – State 2017 – As above in Section 2, with the exception that a minimum of 1 hour can be claimed for cleaning down a sewage pump prior to dismantling for maintenance.

(6) *Meal Allowance* – payable under the relevant Awards.

(7) *Mileage Allowance*

- (a) For Employees other than Employees under the Queensland Local Government Industry (Stream C) Award – State 2017 – \$0.77 per kilometre;
- (b) Employees under the Queensland Local Government Industry (Stream C) Award – State 2017 – \$0.83 per kilometre.

(8) *On-Call Allowance*

(a) General

- (i) Council may instruct an Employee to be available to perform emergency work either remotely or through attendance at a Council work-site outside of his/her normal working hours;
- (ii) Employees directed to remain On-Call must be able to be contacted, in a fit state to perform the work and be able to respond within a reasonable period of time;
- (iii) An Employee shall not be considered to be On-Call due solely to a customary arrangement whereby the Employee returns to Council's premises outside ordinary hours to perform a specific job;
- (iv) The Employee must be instructed to be available for work and be readily accessible and in a fit state to perform the work to be eligible for the allowance. Having provision of the electronic means for contact or to perform the work remotely does not justify entitlement to this allowance;

(b) Inside Staff

- (i) An Employee expected to perform work remotely (telephone/electronic link-up) outside his/her normal working hours shall be paid an allowance of \$25.74 per day for each day the Employee is required to be available;

- (ii) An Employee required to perform work at a Council worksite outside his/her normal working hours shall be paid an allowance of \$25.74 per day;
 - (iii) Penalty rates shall apply if an Employee is required to leave home to perform emergency work, from the time of leaving home to commence work until the Employee returns home. Payment received shall not be less than 4 hours at ordinary time rates on the first occasion on any 1 day the Employee is required to leave home provided that:–
 - (A) any subsequent work performed away from home that occurs within the initial 4 hour time period and does not extend beyond the 4 hour time period, will not be subject to an additional payment;
 - (B) any subsequent requirement for an Employee to leave home to perform work will be paid at the appropriate overtime rate for the actual time worked with no prescribed minimum;
 - (iv) If an Employee is required to perform work remotely or from home, then penalty rates shall apply for all work performed on that day, from the time the Employee commences the emergency work until the Employee completes the work;
 - (v) If an Employee is required to perform work remotely on 1 or more occasions in any 1 day, the payment received for that day shall not be less than 1 hour's salary at penalty rates;
 - (vi) Once the minimum payment of 1 hour has been triggered by the first call-out in that hour, the second 1 hour minimum payment is not due until a further 1 hour or actual time worked has occurred;
 - (vii) Any Employee subject to this clause who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowances provided for in this clause.
- (c) Operational Staff and Supervisory Inside Staff
- (i) Monday to Friday – An Employee directed to remain On-Call during any day or night outside their ordinary working hours shall be paid \$25.74 for each day and/or night during which the Employee remains On-Call;
 - (ii) Saturday – An Employee directed to remain On-Call on Saturday shall be paid \$38.61 during which the Employee remains On-Call;
 - (iii) Sunday or Public Holiday – Where an Employee is required to remain On-Call on any Sunday or Public Holiday, the Employee shall be paid for such Sunday or Public Holiday, a sum equal to their pay for a working day of 8 hours – provided that:–
 - (1) if any Employee whilst On-Call is required to perform any other work for which rates of pay are fixed by this Agreement, the Employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum above mentioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at penalty rates bears to the period of 8 hours;

- (2) if the time worked by the Employee at penalty rates is 8 hours or more, then the Employee shall be entitled to receive only the amount earned by the Employee at penalty rates;
 - (iv) If an Employee is required to perform work remotely or from home, then penalty rates shall apply for all work performed on that day, from the time the Employee commences the emergency work until the Employee completes the work;
 - (v) If an Employee is required to perform work remotely on 1 or more occasions in any 1 day, the payment received for that day shall not be less than 1 hour's salary at penalty rates in 1 hour blocks;
 - (vi) Once the minimum payment of 1 hour has been triggered by the first call in that hour, the second 1 hour minimum payment is not due until a further 1 hour or actual time worked has occurred.
- (d) Call Back (Recall to Work) Allowance (applicable to On-Call only) – While On-Call, the following Call Back provisions apply:–
- (i) An Employee recalled to work overtime shall receive a minimum payment of 4 hours at the prevailing overtime rate. An Employee shall not be entitled to a minimum payment in respect of each call-out worked within 4 hours of the commencement of the first call-out. Employees recalled to work overtime may be required to perform additional work other than the initial response;
 - (ii) Each subsequent call-out within the 4 hours period will not receive minimum payment. Overtime is to be paid at normal penalty rates for the actual time worked. Each subsequent call-out outside the 4 hour call-out period will be deemed as a new call-out;
 - (iii) This sub-clause shall not apply in cases where it is customary for an Employee to return to the Council's premises to perform a specific job (rostered overtime), or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (9) *Poisons and Noxious Substances*
- (a) Water and Wastewater Treatment Chemicals - A water or wastewater treatment plant operator and/or pump attendant shall be paid \$4.35 for each day they use corrosive or oxidizing substances.
 - (b) A Special Substance Allowance will be payable to eligible employees under the Queensland Local Government Industry (Stream C) Award – State 2017;
 - (c) Poison spraying – payable for all types of applications on a daily basis on rates determined under the relevant Award (Stream B) including, but not limited to, pests, vermin, and rat's tail grass.
- (10) *Recycle Disability Allowance* – paid to Employees who carry out machinery maintenance at Council's Recycling facility:–
- (a) Where an Employee carries out planned preventative maintenance on a Saturday – a rate of double time will apply for the hours worked;
 - (b) Where an Employee carries out urgent maintenance work Monday to Friday – a rate of ordinary time and a half will apply for the hours worked.
- (11) *RPEQ Allowance (Registered Professional Engineer Queensland)*

Bundaberg Regional Council recognises the increased responsibility placed on RPEQ engineers when providing professional engineering services as described by the Professional Engineers Act 2002.

An allowance of \$100 per fortnight is payable to employee RPEQ Engineers whilst in a role requiring undertaking professional engineering services as described by the Professional Engineers Act 2002. Registration and Renewal Fees are to be paid by the employee.

- (12) *Rubbish Allowance* – payable under the relevant Awards.
- Drivers of rubbish vehicles and their assistants, primarily engaged on the collection of refuse shall be paid Rubbish Allowance whilst directly engaged on refuse collection work in addition to their ordinary wages.
- (13) *Shift Allowances* – In addition to ordinary rates, a 15% Shift Allowance shall be paid for each afternoon and night shift worked. Non-rotational Shift Workers on night shift shall be paid a 30% Shift Allowance.
- (14) *Payment of Shift Work* – In accordance with the Employee's relevant Award provisions.
- (15) *Table Cloth Allowance* – paid at \$4.50 per item.
- (16) *Towel Allowance* – paid at \$0.32 per item.
- (17) *Toilet Cleaning* – An Employee required to clean Public Toilets for:–
- (a) the majority of their shift or period of work, and is more than 4 hours per day, shall be paid \$5.14 per day;
 - (b) a portion of their shift or period of work, and is less than 4 hours per day, shall be paid \$1.96 per day;
- (18) *Tool Allowance* – payable under the relevant Awards.
- (19) *Travel Allowance* – payable under the relevant Awards.
- (20) *Travel Allowance (quarantined)* – previously payable for the Building Trades Public Sector Award. Employees who received this allowance prior to certification of this agreement shall continue to receive this allowance. The allowance shall not be payable to other employees.
- (i) Council provided vehicle – an allowance of \$57.50 per week shall be made to compensate for excess fares and travelling time incurred in travelling to and from places of work within a 50 Kilometre radii measured from the principal Post Office in the town or city in which the work is being carried out.
 - (ii) Utilising their private vehicle - an allowance of \$87.00 per week shall be made to compensate for excess fares and travelling time incurred in travelling to and from places of work within a 50 Kilometre radii measured from the principal Post Office in the town or city in which the work is being carried out.
- (21) *Truck, Crane or Straddle Allowance* – payable under the relevant Awards.
- (22) *Wet Pay – Rubbish* – payable under the Queensland Local Government Industry (Stream B) Award – State 2017 – Clause 13.7(a).
- Employees primarily engaged in sanitary or refuse collection services shall be paid Wet Pay in addition to their ordinary wages.
- (23) *Working in the Rain Allowance* – payable under the relevant Awards.

PART 4 – HOURS OF WORK

4.1 Working Hours

The hours of work will be in accordance with the relevant Awards.

4.2 Rostered Days Off

4.2.1 *Operational Staff, Supervisory Staff and Surveyors*

- (a) Work Cycle – The work cycle will be a 9 Day Fortnight for all Operational Staff, Supervisory Staff and Surveyors during the life of this Agreement.
- (b) Banking of Rostered Days Off – Subject to the following, Rostered Days Off may be banked:–
 - (i) The request to bank RDOs may come from either the Employee or Management or Delegated Officer and shall be in writing;
 - (ii) The request to bank RDOs must be based on reasonable grounds and any refusal also be on reasonable grounds;
 - (iii) If Management has requested the Employee to work their RDO, the Employee can elect to be paid at the applicable penalty rates;
 - (iv) Reasonable notice is to be given, i.e. generally 3 Working Days unless otherwise agreed;
 - (v) Days banked at either party's request attract the provisions in sub-clauses (vii) and (viii) of this clause, where applicable, and shall be converted to hours;
 - (vi) No more than 5 RDOs shall be banked without the express approval of the Chief Executive Officer or Delegated Officer;
 - (vii) Banked RDOs must be taken within 12 months of accrual and at a mutually agreed time consistent with operational requirements;
 - (viii) Banked RDOs not taken within this period at the request of the Employee, will be paid at ordinary time.

4.2.2 *Employees undertaking Project Work that requires Working a Rostered Day Off*

Employees undertaking project work that requires working a Rostered Day Off will be paid in accordance with the following:–

- (a) Bank 1 RDO, paid 1 RDO (at penalty rates), bank 1 RDO, paid 1 RDO (at penalty rates);
- (b) After 5 banked RDOs, the Employee will receive payment at the appropriate Award penalty rates.

4.2.3 *Inside Staff*

- (a) Definitions - During the life of this Agreement:–
 - (i) Quarantined Employees – Are those Employees working a 9 Day Fortnight Roster as at 4 September, 2011.
 - (ii) Delegated Officer is the person responsible for approving the RDO roster.
- (b) Work Cycle - The work cycle will be 1 Rostered Day Off every 3 weeks for all Inside Employees for the life of this Agreement, excluding those listed below:–

- (i) All quarantined existing Employees currently working a 9 day fortnight (as defined in 4.2.3(a)(i) above);
- (ii) Employees working at the Libraries taking 1 RDO every 4 weeks;
- (iii) Existing Employees working in the Venues & Facilities section currently taking 1 RDO every 4 weeks;
- (iv) Employees working at "The Moncrieff Theatre";
- (v) All Casual Employees;
- (vi) All Part-Time Employees; and
- (vii) Full time employees on a non RDO roster (by mutual agreement).

Nothing in this clause restricts the Employer and an individual employee/s agreeing to other work arrangements.

(c) Taking of Rostered Days Off – RDOs shall be taken as follows:–

- (i) 9 Day Fortnight (2 Weekly Cycle) – Unless otherwise agreed by the Delegated Officer following request from/or consultation with affected Employees, RDOs shall be taken on a rotational basis e.g.:–
 - (A) first RDO is Monday, second RDO is Friday and the third RDO is not a Monday or Friday (on a 6 week cycle); or
 - (B) first 3 RDOs are taken on a Monday, the second 3 RDOs are taken on a Friday and the third 3 RDOs are taken on a day that is not a Monday or Friday (on a 6 week cycle).
- (ii) 1 in 3 (3 Weekly Cycle) – Unless otherwise agreed by the Delegated Officer following request from/or consultation with affected Employees, RDO's shall be taken on a rotational basis e.g.:–
 - (A) first RDO is Monday, second RDO is Friday and the third RDO is not a Monday or Friday (on a 9 week cycle); or
 - (B) first 3 RDOs are taken on a Monday, the second 3 RDOs are taken on a Friday and the third 3 RDOs are taken on a day that is not a Monday or Friday (on a 9 week cycle).
- (iii) 1 in 4 (4 Weekly Cycle) – Unless otherwise agreed by the Delegated Officer following request from/or consultation with affected Employees, RDOs shall be taken on either a Monday or a Friday.
- (iv) Change of Day due to Public Holiday – Unless agreed otherwise by the Work Area, where the RDO falls on a day on a Public Holiday, if such a day is:–
 - (A) Friday, the Employee shall be entitled to take Thursday as the day off;
 - (B) Monday, the Employee shall be entitled to take the Tuesday off;
 - (C) a day other than Monday or Friday, the Employee shall be entitled to take another day other than a Monday or Friday in that week.

(d) Banking of Rostered Days Off – Subject to the following, Rostered Days Off may be banked:–

- (i) The request to bank RDOs may come from either the Employee or Management or Delegated Officer and shall be in writing;
- (ii) The request to bank RDOs must be based on reasonable grounds and any

refusal also be on reasonable grounds;

- (iii) If Management has requested the Employee to work their RDO, the Employee can elect to be paid at the applicable penalty rates;
 - (iv) Reasonable notice is to be given, i.e. generally 3 Working Days unless otherwise agreed;
 - (v) Days banked at either party's request attract the provisions in sub-clauses (vii) and (viii) of this clause, where applicable, and shall be converted to hours;
 - (vi) No more than 5 RDOs shall be banked without the express approval of the Chief Executive Officer or Delegated Officer;
 - (vii) Banked RDOs must be taken within 12 months of accrual and at a mutually agreed time consistent with operational requirements;
 - (viii) Banked RDOs not taken within this period at the request of the Employee, will be paid at ordinary time.
- (e) Work Practices – Employees agree to co-operate with Management to ensure that adequate staff are available to meet defined operational requirements. A Rostered Day Off should be taken on the day allocated on the roster unless there are reasonable grounds (e.g. family responsibilities; study commitments; external appointments; or other planned leave).
- (1) Changes to Rosters – may be needed from time to time due to:–
 - (A) exceptional or unforeseen circumstances for Council (e.g. natural disasters may impact the ability of staff working in Disaster Management, Planning & Infrastructure, Environmental Services and Customer Service to take their planned RDO);
 - (B) exceptional or unforeseen circumstances for the Employee (e.g. family responsibilities).

In such circumstances, changes to rosters will occur by mutual agreement between the Delegated Officer and Employees. If they are unable to reach agreement, the Employee can access the dispute settlement process within the Certified Agreement.
 - (2) Banking of RDO at the Employee's Request – will be taken or paid at ordinary time
 - (3) Moving of RDO within Roster Cycle – Employees may request to move their planned RDO to another day within the same roster cycle, based on reasonable grounds, subject to Delegated Officer approval.
 - (4) Moving of RDO beyond Roster Cycle – Employees may request to move their planned RDO to another day beyond the roster cycle. Subject to Delegated Officer approval, the RDO will be deferred at ordinary time.
 - (5) Delegated Officer requesting Employee to Work on RDO – Where a Delegated Officer asks an Employee to work on their planned RDO, the Delegated Officer will:–
 - (A) provide reasonable written notice (e.g. generally 3 working days unless otherwise agreed) stating the change is at Council's request;
 - (B) give the Employee the choice to:–
 - (i) be paid at the appropriate penalty rates;
 - (ii) move the RDO to another date within the roster cycle; or
 - (iii) bank the RDO as TOIL (at ordinary time);

- (6) ensure the roster and Leave Planner are updated accordingly and check the respective timesheet.
- (f) Responsibilities – The Delegated Officer is responsible for drawing up a proposed roster for a 3 to 6 month period or another period as agreed by the General Manager or Chief Executive Officer and taking into account wherever feasible:–
- (1) foreseen operational requirements, such as:–
 - (A) peak periods and events (e.g. Rates Notices, Budgets, Audits, Festivals, Ceremonies, Exhibitions, etc);
 - (B) coverage of planned leave (e.g. Annual, Long Service and Parental Leave, Training, Public Holidays, or Christmas Closedown);
 - (C) requirements of internal customers that the work area supports; and
 - (D) requirements of external customers.
 - (2) the preferences of Employees, e.g.
 - (A) to coincide an RDO with Annual, Long Service and Parental Leave, Public Holiday or Christmas Closedown;
 - (B) external study;
 - (C) family responsibilities (e.g. childcare, elder care, school holidays);
 - (D) external appointments (e.g. medical care, weddings, graduations, or birthdays).
 - (3) the Delegated Officer will ensure the proposed roster is available for feedback 4 weeks before implementation (online and displayed in prominent locations) to:–
 - (A) all Employees who will work that roster;
 - (B) the General Manager; and
 - (C) any internal customers that the work area supports.
 - (4) the Delegated Officer will consider requests for changes to the proposed roster within a 4 week period prior to implementation. The Delegated Officer will not unreasonably deny an Employee's preference, after consultation with Employees who work the roster.
 - (5) the Delegated Officer is responsible for ensuring that the approved roster is available 2 weeks prior to implementation:–
 - (A) to Employees who will work the roster;
 - (B) any internal customers;
 - (C) to Council via the Leave Planner.
 - (6) Employees are responsible, before the proposed roster starts, for:–
 - (A) notifying their Delegated Officer within 2 weeks of any requests to alter the proposed roster;
 - (B) notifying their Delegated Officer of any special circumstances which may need to be accommodated before the roster starts (e.g. family responsibilities).
 - (7) once the roster starts, Employees are responsible for:–

- (A) notifying their Delegated Officer with any requests to move an RDO to another day within the roster cycle/s based on reasonable grounds;
 - (B) completing the Leave Planner to show the planned RDOs;
 - (C) making any updates to the Leave Planner to reflect any agreed changes to RDOs. (In some teams, this may be completed on the Employee's behalf.)
- (g) Ongoing Implementation/Consultation –
- (1) Monthly reports will be provided to General Managers on banked RDOs, Annual Leave and Long Service Leave balances.
 - (2) The same reports on a summary basis will be provided to the Joint Consultative Committee each quarter.
 - (3) Any customer complaints or productivity issues will generate consultation between the Delegated Officer and Employees working that roster with the aim of addressing any issues identified.

4.3 Time Off In Lieu

- 4.3.1 With the approval of their Manager or Delegated Officer, an Employee may elect to have overtime, weekend and Public Holidays acquitted as Time Off In Lieu (TOIL), rather than as payments.
- 4.3.2 In lieu of claiming for overtime, the Employee shall be given time off equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the ordinary weekly hours.
- 4.3.3 Where, due to work requirements, an Employee is not able to take TOIL within 3 months of the end of the Employee's work cycle during which such TOIL has accrued, the TOIL shall, by mutual agreement, be taken as leave or paid at ordinary time. A maximum of 1 week's ordinary time may be accrued in any 12 month cycle.
- 4.3.4 If an Employee chooses to have overtime accrued as TOIL – it will be accrued at, taken, or paid at, ordinary time.
- 4.3.5 In all other circumstances, TOIL will be taken as soon as possible at a mutually agreed time, consistent with operational requirements and may be taken in whole days or part thereof.
- 4.3.6 Management may suggest this arrangement but cannot require Employees to take TOIL instead of payment for overtime or other penalties. Employees will continue to receive payment for all penalties if that is their preference.

4.4 Travel

- 4.4.1 Queensland Local Government Industry (Stream C) Award – State 2017

Employees under the Queensland Local Government Industry (Stream C) Award – State 2017 will continue to be paid a travel allowance in accordance with Clause 3.8.3(19), and mileage allowance in accordance with Clause 3.8.3(7), in recognition of being required to use their private vehicle to travel to multiple locations in a single day.

- 4.4.2 Employees required to report to a Depot or other work location

- (a) Where an Employer requires an Employee to report to the usual Depot/Service Centre and then travel to a different work location located within 5 kilometres of the Depot/Service Centre, the Employee shall be responsible for their own travel to the job site and return.
- (b) Where an Employer requires an Employee to report to the usual Depot/Service Centre and then travel to a different work location in excess of 5 kilometres from the Depot/Service Centre, the Employer shall provide transport to the different work location and return, or employee shall be paid relevant mileage allowances under 3.8.3 of this agreement.
- (c) In the circumstances outlined in clauses (a) and (b) above, travelling that occurs outside an Employee's ordinary hours shall be paid for at ordinary rates or accrued as TOIL with the prior approval of the supervisor or delegated officer.

4.4.3 Employees required to report directly to the Job Site

- (a) Where an Employee is required to report directly to a job site any additional time taken to travel to the Job Site compared to travelling from the Employee's home to the usual Depot shall be paid for at ordinary rates or accrued as TOIL with the prior approval of their supervisor or delegated officer.
- (b) Employees who use their own motor vehicle to travel directly to a Job Site shall be paid 77 cents per kilometre for that part of the trip that exceeds the distance between the Employee's home and the usual depot.

4.4.4 Different Travelling Arrangements to apply

Notwithstanding Clauses 4.4.2 and 4.4.3 where there is agreement between the Employer and the majority of Employees concerned, different travelling arrangements may apply.

4.4.5 Transfer from one Depot/Service Centre to another

- (a) An Employee shall be given 4 weeks written notification by Management when an Employee is required to transfer from a Depot/Service Centre to another Depot/Service Centre, or such earlier period as may be agreed between the Employee and Management;
- (b) The notification shall include the commencement date at the new location and the likely duration of the transfer. The mileage allowance provisions shall apply for a period of 12 months (or such period as may be approved by the Chief Executive Officer or Delegated Officer) for that part of the trip that exceeds the distance between the employees home and usual work location;
- (c) If written notification is not supplied, then payment for such travel expense to the other Depot/Service Centre shall apply for 4 weeks in accordance with sub-Clause 4.4.5(b);
- (d) Where an Employee has requested a transfer or alters his/her residential location to the new Depot/Service Centre – no mileage allowance is payable;
- (e) Where an Employee is transferred to another Depot/Service Centre and that Employee who is in receipt of mileage allowance in terms of sub-Clause 4.4.5(b) applies for and obtains another position within Council – the mileage allowance will cease with the new position.

4.4.6 Single Primary Location of Work

Full time, part time and temporary employees will have a single, primary location of work identified in their letter of appointment or contract. This location will be an identified Council

Depot, Service Centre, or other established work premise. All existing and future position descriptions will identify the primary location of work.

4.5 Overtime

- 4.5.1 Except as provided within this Certified Agreement, overtime worked shall be paid in accordance with the relevant Award provisions.
- 4.5.2 An Employee may decline to undertake overtime on reasonable grounds (including but not limited to – proven household emergencies, family responsibilities, fatigue, prior engagements).

4.6 Meal Breaks

- 4.6.1 Except as hereinafter provided, each Employee is entitled to an unpaid meal break of not less than one-half an hour or more than 1 hour and where operational requirements allow, the break will commence no later than 5 hours after starting each day.
- 4.6.2 Where operational needs demand that the Employee delay their usual unpaid meal break for up to and including 1 hour past 5 hours after starting work on any day, the Employee will be entitled to a one-half an hour or 1 hour paid meal break during the period of the 6th hour. No further penalty entitlements will then apply and the Employee will still cease work on that day at their rostered ceasing time for the day.
- 4.6.3 Where the Employee is still not allowed to have their paid meal break during the 6th hour, the Employee will be paid double time for all such work until they have their paid break or until their rostered ceasing time for the day.

4.7 Fatigue Break

- 4.7.1 An Employee who is required to work overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of 2 hours any part of which falls between 8:45 p.m. and 3:00 a.m., on a night preceding the performance of ordinary duty, must have 10 consecutive hours break between the termination of that overtime and the commencement of ordinary duty.
- 4.7.2 If on the instructions of Council such an Employee resumes or continues work without having had such 10 consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such period.

PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Accrual of Annual Leave

- 5.1.1 Maximum of 6 weeks (or in the case of Shift Workers – 8 weeks) Annual Leave to be accrued, with excess Leave to be cleared within a 1 year period. Any period in excess of this is to be with the prior approval of the General Manager.
- 5.1.2 An Employee and Employer may agree when the Employee is to take Annual Leave. If the Employee and Employer cannot agree, the Chief Executive Officer or Delegated Officer may decide when the Employee is to take leave and must give the Employee at least 30 days written notice of the starting date of the leave.

5.2 Carers' Leave

Employees shall be entitled to use their Sick Leave entitlements for Carers' Leave as follows:–

- (1) For Outside Employees – Up to 15 days per annum to provide care and support for immediate family or household members when they are ill (or such additional period as may be approved by the Chief Executive Officer or Delegated Officer);
- (2) For Inside Employees / Supervisory Staff / Surveyors –An employee is entitled to use any personal leave entitlement which has accrued after 9/6/95 for the purposes of carers leave;

subject to the Conditions set out hereunder:–

- (a) The Employee shall, if required, establish by production of a Medical Certificate or Statutory Declaration, the illness or care needs of the person concerned;
- (b) Notwithstanding sub-clause (a) of this clause, payment for absence from work through immediate family or household members illness that in any instance exceeds 2 consecutive days, shall be contingent upon production by the Employee concerned of either a certificate from a duly qualified Medical Practitioner or signed Statutory Declaration satisfactory to the Chief Executive Officer or General Manager;
- (c) It is the responsibility of any Employee absent from work on account of sickness or injury to immediate family or household members to advise their Supervisor as soon as practicable before the start of their Employee's rostered starting time for the day in question and the likely duration of the leave;
- (d) The Employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify Council by telephone of such absence at the first opportunity on the day of the absence;
- (e) An Employee may take unpaid Carer's Leave by agreement with Council;
- (f) An Employee taking unpaid Carer's Leave may with the consent of their Delegated Officer work 'make up time' under which the Employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by this Agreement.

5.3 Compassionate Leave/Bereavement Leave

5.3.1 Compassionate Leave

- (a) Applicability – An Employee to be granted a maximum of 2 days Compassionate Leave where a member of an Employee's immediate family or Employee's household contracts an illness or sustains an injury that poses a serious threat to life;
- (b) Where an Employee is required to travel more than 800 kms one way to be with the Employee's immediate family or household member, they will be given 2 additional days paid Compassionate Leave;
- (c) Where an Employee is on Compassionate Leave and is more than 800 kms away, and the member of Employee's immediate family or household passes away, the Employee will then access their entitlement of 3 days Bereavement Leave plus one additional day Bereavement Leave to return;
- (d) Compassionate Leave applies to – Mother, Father, Guardian, Daughter, Son, Husband, Wife, Partner, Brother, Sister, Defacto Husband or Wife, Grandparents or

Grandchildren, Mother-in-law, Father-in-law or Step-Child, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Aunt or Uncle, Niece or Nephew, ex-spouse or same sex partner.

[Defacto Relationship – For the purposes of this clause the words ‘Wife’ and ‘Husband’ shall include a person who lives with the Employee as a Defacto Wife or Husband.]

Leave for any other Family Member will be determined by the Chief Executive Officer;

- (e) Unpaid Entitlement by Agreement – By agreement with Council an Employee shall in addition to paid Compassionate Leave, be entitled to reasonable unpaid Compassionate Leave up to 5 working days.

Where an Employee has exhausted all personal leave entitlements including accumulated leave entitlements it shall be at the sole discretion of the Chief Executive Officer as to how much unpaid Compassionate Leave they can take.

5.3.2 Bereavement Leave

- (a) Applicability – An Employee to be granted a maximum of 3 days Bereavement Leave to attend the funeral of a member of an Employee’s immediate family or Employee’s household;
- (b) Where an Employee is required to travel more than 800 kms one way to attend the funeral of the Employee’s immediate family or household member, they will be given 2 additional days paid Bereavement Leave;
- (c) For the purposes of Bereavement Leave, proof of death shall be furnished by the Employee to the satisfaction of Council if required;
- (d) Bereavement Leave applies to – Mother, Father, Guardian, Daughter, Son, Husband, Partner, Wife, Brother, Sister, Defacto Husband or Wife, Grandparents or Grandchildren, Mother-in-law, Father-in-law or Step-Child, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Aunt or Uncle, Niece or Nephew, ex-spouse or same sex partner.

[Defacto Relationship – For the purposes of this clause the words ‘Wife’ and ‘Husband’ shall include a person who lives with the Employee as a Defacto Wife or Husband.]

Leave for any other Family Member will be determined by the Chief Executive Officer/General Manager;

- (e) Unpaid Entitlement by Agreement – By agreement with Council an Employee shall in addition to paid Bereavement Leave, be entitled to reasonable unpaid Bereavement Leave up to 5 working days.

Where an Employee has exhausted all personal leave entitlements including accumulated leave entitlements it shall be at the sole discretion of the Chief Executive Officer as to how much unpaid Bereavement Leave they can take.

5.4 Long Service Leave

The entitlement of an Employee to Long Service Leave on full pay pursuant to this Agreement shall be as follows:–

- (a) From the signing of this Agreement, all Employees shall be eligible to take Long Service Leave after 10 completed years’ continuous Queensland Local Government service;

- (b) In the case of an Employee who has completed an initial period of 10 years continuous service – 13 weeks multiplied by normal weekly hours;
- (c) Employees shall be eligible to take pro-rata Long Service Leave after 5 years of service;
- (d) Any such pro-rata leave taken in advance as per Clause 5.4(c) shall be deducted from the total amount calculated on completion of 5 completed years' continuous Queensland Local Government service;
- (e) The minimum amount of Long Service Leave taken at any one time is 2 days unless otherwise approved by the General Manager or Chief Executive Officer;
- (f) Eligible Long Service Leave entitlements will be able to be utilised at twice the leave at half the pay – with the proviso that such leave is taken only with the prior approval of the Chief Executive Officer or General Manager;
- (g) All Employees shall be entitled to a proportionate payment on termination or resignation for Long Service Leave after 5 completed years continuous service with Council; excepting that:-
 - (i) Employees terminated for serious misconduct; or
 - (ii) in cases of Maternity Leave, hardship or training purposes, pro-rata entitlements of Long Service Leave payments may be taken as leave provided that all other avenues of leave have been exhausted.

5.5 Parental Leave

The provisions of this clause apply to Eligible Employees of Council provided that nothing in this Agreement erodes or affects an employee's entitlement to Parental Leave under the Queensland Employment Standards:-

5.5.1 Maternity Leave

- (i) the Employee has completed a minimum of 12 months continuous service with Council immediately preceding the commencement of the period of Maternity Leave;
- (ii) the Employee produces a certificate from a qualified Medical Practitioner stating the presumed date of confinement and confirming the pregnancy;
- (iii) the Employee is entitled to an unbroken period of leave up to 52 weeks;
- (iv) the leave must not extend beyond the child's first birthday;
- (v) where an Employee continues to work within the 6 weeks period immediately prior to the expected date of birth, or where the Employee elects to return to work within 6 weeks after the birth of the child, Council may require the Employee to provide a Medical Certificate stating that she is fit to work on her normal duties;
- (vi) the amount of paid Maternity Leave available to an Employee with less than 5 years' service is 4 weeks (provided however, Part-Time Employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked), and can also be payable at half pay over an 8 week period;
- (vii) in addition to sub-clause (vi), for an Employee with 5 years or more service, who is eligible for the Paid Parental Leave Scheme, Council will pay the Employee a "top up" payment of the difference between the Federal Government Paid Parental Leave Scheme weekly payments and the Employee's ordinary time rates of pay at the commencement of the leave.

This 'top up' payment will continue for the duration of the prescribed Federal Government Paid Parental Leave Scheme that is taken by the Employee (a maximum of 18 weeks).

Should the Employee not be eligible to claim the Paid Parental Leave Scheme, the amount of paid Maternity Leave available to an Employee is 4 weeks (provided however, Part-Time Employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked), and can also be payable at half pay over an 8 week period.

- (viii) Part-Time Employees are entitled to leave and payment on a pro-rata basis.
- (ix) In recognition of Employees returning from Parental Leave, who have a child(s) under school age, Council will consider an Employee's request to return on a part-time basis subject to Council's needs, the nature of the role and the size of the team with approval by the Chief Executive Officer/General Manager.

Any arrangements will be reviewed on an annual basis to ensure Council's ongoing needs are being met and can be ended with 2 weeks' notice by the Chief Executive Officer/General Manager.

- (x) Paid leave will be effective from the date of commencement of leave and forms part of the 52 weeks Parental Leave entitlement.

5.5.2 Spousal Leave

For an Employee with 5 years or more service, Council will pay the Employee 2 weeks' pay at the Employee's ordinary time rates of pay at the commencement of the leave.

5.5.3 Combined Leave

Annual Leave or Long Service Leave entitlements may be taken with Maternity or Spousal Leave subject to approval of the Chief Executive Officer or Delegated Officer.

5.6 Sick Leave

5.6.1 Entitlement

An entitlement of 15 days (accruable) per annum will apply to all Employees (other than a Casual Employee) provided that, in the first year of the Employee's employment only, the Employee shall be entitled to pro rata Sick leave for each month of Employment, and that any leave so taken shall be deducted from the Employee's annual entitlement for that year.

5.6.2 Certificate Required

Notwithstanding anything contained in Clause 5.6.1 of this clause, payment for absence from work through illness that in any instance exceeds 2 consecutive days, shall be contingent upon production by the Employee concerned of either a certificate from a duly qualified Medical Practitioner or signed Statutory Declaration satisfactory to the Chief Executive Officer or Director.

It is the responsibility of any Employee absent from work on account of sickness or injury to advise his/her Supervisor as soon as practicable before the start of their Employee's rostered starting time for the day in question and the likely duration of the leave.

5.6.3 Limitation

No limitation on the accumulation of Sick Leave entitlements shall be imposed.

5.6.4 Additional Sick Leave

The granting of Sick Leave with pay over and above the requirements of this clause shall be entirely at the discretion of the Chief Executive Officer or General Manager.

5.6.5 Whilst on Annual Leave

If an Employee whilst absent from duty on Annual Leave is overtaken by illness the Employee shall, subject to the provisos contained in this sub-clause, be entitled on application to have such period of illness which occurs during the Employee's Annual Leave debited to the Employee's Sick Leave entitlement and the Employee's Annual Leave entitlement shall be adjusted accordingly, provided that:–

- (a) the application for such adjustment is approved by the Chief Executive Officer or General Manager;
- (b) the application includes a certificate signed by a duly qualified Medical Practitioner certifying that such Employee is incapacitated by such illness to the extent that the Employee would be unfit to perform normal duties for a period of more than 5 working days.

5.6.6 Whilst on Long Service Leave

If an Employee whilst absent from duty on Long Service Leave is overtaken by illness the Employee shall, subject to the provisos contained in this sub-clause, be entitled on application to have such period of illness which occurs during the Employee's Long Service Leave debited to the Employee's Sick Leave entitlement and the Employee's Long Service Leave entitlement shall be adjusted accordingly, provided that:–

- (a) the application for such adjustment is approved by the Chief Executive Officer or General Manager;
- (b) the application includes a certificate signed by a duly qualified Medical Practitioner certifying that such Employee is incapacitated by such illness to the extent that the Employee would be unfit to perform normal duties for a period of more than 5 working days.

5.6.7 Sick Leave/WorkCover Top Up

During the life of this Agreement Sick Leave entitlements may be utilised to 'top up' WorkCover payments to 100% of the pre injury substantive salary.

5.7 Recall to Work from Annual or Long Service Leave

An Employee recalled to work from Annual or Long Service Leave due to an event, shall be paid the first 2 days at penalty rates.

Periods of time extending beyond the initial 2 days shall be reinstated to the Employee's Annual or Long Service Leave entitlements as follows:–

- (a) if leave has not been paid – the untaken leave is cancelled and a new leave application form is to be submitted;
- (b) if the leave has been paid – the employee will take such time paid as TOIL within 3 months.

5.8 Natural Disaster Leave

5.8.1 Employees who are prevented from attending their normal place of work because of floods, cyclonic disturbances, earthquakes, fire or severe storms, major traffic incidents and

accordingly unable to report for work at any of Council's Depots, Service Centres or premises from which that Employee's duties are conducted, shall be permitted to access RDO/Annual Leave/Long Service Leave, TOIL or Carers' Leave for the period of isolation.

- 5.8.2 Where the Employee has no leave entitlement available, the Employee can be granted leave in advance by the Chief Executive Officer or General Manager.
- 5.8.3 In these circumstances the employee would be provided such leave, after the natural disaster or other event in accordance with Clause 5.8.1 to:
- (1) ensure the protection of their families; or
 - (2) secure their residence; or
 - (3) undertake temporary repairs;
- 5.8.4 Where an Employee has been requested to attend work and that Employee subsequently becomes "stranded" due to flooding, bushfire or natural disaster and is unable to return to their residence will be permitted to seek reimbursement from Council for accommodation costs whilst isolated.

5.9 Domestic and Family Violence Leave

5.9.1 Special Leave for Employees Experiencing Domestic and Family Violence

Employees personally experiencing domestic and family violence may access Special Leave in accordance with the provisions of the *Industrial Relations Act 2016* and Council's *Domestic and Family Violence Policy* for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. Employees may also access any or all of their accrued Personal Leave, Family and Community Leave, TOIL, Flex, or Recreation Leave for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence. This special or other leave may be taken in units of one hour.

5.9.2 Notice and Notification

While notice is not strictly required prior to taking the leave, an employee should notify their manager as soon as reasonably practicable of their intention to take or remain on Special or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer, or a Statutory Declaration.

PART 6 – OTHER CONDITIONS

6.1 Prescription Safety Glasses

- 6.1.1 Council recognises the importance of protecting Employee's eyes at work and therefore Council will provide Australian Standard (AS/NZS 1337.1:2010 Personal Eye Protection – Eye and Face Protectors for occupational applications; and AS/NZS 1337.6:2012 Personal Eye Protection – Prescription Eye Protectors against low and medium impact) approved safety glasses plastic frames to Employees who work in a high risk environment.
- 6.1.2 For an Employee who works in a high risk environment and requires prescription lenses to be fitted into the Council provided approved safety glasses frame – Council will contribute up to a maximum of \$150 per financial year towards the cost of:-

- (a) Australian Standard (AS/NZS 1337.1:2010 / 1337.6:2012 Personal Eye Protection) approved safety glasses frames; and
- (b) purchase of new prescription lenses and/or replacement of such lenses.

6.2 Christmas Closedown

- 6.2.1 Council may decide from one year to another to close the Administration Offices/Service Centres and/or its Depots over the Christmas/New Year period.
- 6.2.2 Council will undertake to advise Employees of Council's intention by 30 September each year.

6.3 Secondment by Emergency Services

- 6.3.1 When an Employee, by reason of membership of an emergency service agency, is required to absent himself or herself from work in order to assist or undertake such emergency work, that Employee shall be allowed leave with pay equivalent to the ordinary time earnings of such absence.
- 6.3.2 This shall not construe any responsibility on Council for the conduct of such assistance or work undertaken by the Employee during the secondment, or for any expenses incurred. This shall be in conjunction with the approval of the Chief Executive Officer.

6.4 Defence Reserve Training

- 6.4.1 Leave may be granted to an Employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air Forces and where leave is so granted and where the Service Pay received by such Employee is less than the Employee's ordinary rate of remuneration as an Employee employed by Council, then Council shall pay the Employee the amount of the difference between the Employee's Service Pay and the Employee's ordinary remuneration.
- 6.4.2 Service Pay for the purposes of this clause means and includes all payments received by the Employee from Her Majesty's Forces in respect of Service, during the period of Service Leave, on whatever day or days, Monday to Friday both inclusive, of the week or weeks in question.

6.5 Professional Memberships

When approved by General Managers, Employees are entitled to be reimbursed the cost of professional memberships per annum, where it can be demonstrated that such a membership is directly linked to the Employee's current occupation.

This includes but is not restricted to the following:–

- (a) Institution of Engineers Australia,
- (b) Certified Practising Accountants,
- (c) Australian Human Resource Institute,
- (d) Environmental Health Australia,
- (e) Planning Institute Australia; and
- (f) Australian Institute of Building Surveyors.

6.6 Registration and Licensing Fees

Employees who are required to hold a licence or certificate as a requirement of legislation for the performance of their work are entitled to have their registration and licence fees paid by Council. This excludes driving and plant operating licences.

Council accepts that there may be some Federal/State Government initiated changes to the registration or licensing costs for vehicles plant operators during the life of this Agreement; and agrees to negotiate through the Consultative Committee to consider the additional costs to Employees.

6.7 No Further Claims

The parties bound by this Agreement undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

SCHEDULE A

Wages Schedule for
 QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM A) AWARD – STATE 2017
 Division 2: Section 1 (36.25 Hours)

LEVEL	CURRENT SALARY SCALE	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER CERTIFICATION, BACKDATED to 14 DECEMBER 2017	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2018	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2019
		2.5% INCREASE OR \$29.04 PER WEEK	2.5% INCREASE OR \$29.76 PER WEEK	2.5% INCREASE OR \$30.51 PER WEEK
1.1	\$51,098	\$52,608	\$54,155	\$55,742
1.2	\$51,738	\$53,248	\$54,795	\$56,382
1.3	\$52,628	\$54,138	\$55,685	\$57,272
1.4	\$53,576	\$55,086	\$56,633	\$58,220
1.5	\$54,692	\$56,202	\$57,749	\$59,336
1.6	\$55,815	\$57,325	\$58,872	\$60,459
2.1	\$56,939	\$58,449	\$59,996	\$61,583
2.2	\$58,089	\$59,599	\$61,146	\$62,733
2.3	\$59,245	\$60,755	\$62,302	\$63,889
2.4	\$60,394	\$61,904	\$63,451	\$65,038
3.1	\$61,675	\$63,217	\$64,797	\$66,417
3.2	\$62,955	\$64,529	\$66,142	\$67,796
3.3	\$64,236	\$65,842	\$67,488	\$69,175
3.4	\$65,675	\$67,317	\$69,000	\$70,725
4.1	\$67,276	\$68,958	\$70,682	\$72,449
4.2	\$68,923	\$70,646	\$72,412	\$74,223
4.3	\$70,570	\$72,334	\$74,143	\$75,996
4.4	\$72,217	\$74,022	\$75,873	\$77,770
5.1	\$73,861	\$75,708	\$77,600	\$79,540
5.2	\$75,509	\$77,397	\$79,332	\$81,315
5.3	\$77,155	\$79,084	\$81,061	\$83,087
6.1	\$79,895	\$81,892	\$83,940	\$86,038
6.2	\$82,640	\$84,706	\$86,824	\$88,994
6.3	\$85,386	\$87,521	\$89,709	\$91,951
7.1	\$88,127	\$90,330	\$92,588	\$94,903
7.2	\$90,873	\$93,145	\$95,473	\$97,860
7.3	\$93,612	\$95,952	\$98,351	\$100,810
8.1	\$96,905	\$99,328	\$101,811	\$104,356
8.2	\$100,198	\$102,703	\$105,271	\$107,902
8.3	\$103,489	\$106,076	\$108,728	\$111,446
8.4	\$106,577	\$109,241	\$111,972	\$114,772
8.5	\$109,669	\$112,411	\$115,221	\$118,102

SCHEDULE B

Wages Schedule for
 QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM B) AWARD – STATE 2017
 Division 2: Section 5 – Operational Services

LEVEL	CURRENT SALARY SCALE	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER CERTIFICATION, BACKDATED to 14 DECEMBER 2017	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2018	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2019
		2.5% INCREASE OR \$29.04 PER WEEK	2.5% INCREASE OR \$29.76 PER WEEK	2.5% INCREASE OR \$30.51 PER WEEK
1	\$50,495	\$52,005	\$53,552	\$55,139
2	\$51,705	\$53,215	\$54,762	\$56,349
3	\$52,310	\$53,820	\$55,367	\$56,954
4	\$52,920	\$54,430	\$55,977	\$57,564
5	\$53,525	\$55,035	\$56,582	\$58,169
6	\$54,912	\$56,422	\$57,969	\$59,556
7	\$56,340	\$57,850	\$59,397	\$60,984
8	\$57,840	\$59,350	\$60,897	\$62,484
9	\$59,392	\$60,902	\$62,449	\$64,036

SCHEDULE C

Wages Schedule for
 QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM C) AWARD – STATE 2017
 Division 2: Section 1 – Building Trades Services

LEVEL	CURRENT SALARY SCALE	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER CERTIFICATION, BACKDATED to 14 DECEMBER 2017	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2018	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2019
		2.5% INCREASE OR \$29.04 PER WEEK	2.5% INCREASE OR \$29.76 PER WEEK	2.5% INCREASE OR \$30.51 PER WEEK
1	\$56,341	\$57,851	\$59,398	\$60,985
2	\$57,840	\$59,350	\$60,897	\$62,484
3	\$59,392	\$60,902	\$62,449	\$64,036

SCHEDULE D

Wages Schedule for
 QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM C) AWARD – STATE 2017
 Division 2: Section 2 – Engineering & Electrical Services

LEVEL	CURRENT SALARY SCALE	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER CERTIFICATION, BACKDATED to 14 DECEMBER 2017	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2018	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2019
		2.5% INCREASE OR \$29.04 PER WEEK	2.5% INCREASE OR \$29.76 PER WEEK	2.5% INCREASE OR \$30.51 PER WEEK
C10	\$53,525	\$55,035	\$56,582	\$58,169
C9	\$56,341	\$57,851	\$59,398	\$60,985
C8	\$57,840	\$59,350	\$60,897	\$62,484
C7	\$59,392	\$60,902	\$62,449	\$64,036
C6	\$63,133	\$64,711	\$66,329	\$67,987
C5	\$68,134	\$69,837	\$71,583	\$73,373
C4	\$70,692	\$72,459	\$74,271	\$76,128
C3	\$75,808	\$77,703	\$79,646	\$81,637

SCHEDULE E

Wages Schedule for
 QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM A) AWARD – STATE 2017
 Division 2: Section 1 (38.00 Hours) Supervisory Staff

LEVEL	CURRENT SALARY SCALE	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER CERTIFICATION, BACKDATED to 14 DECEMBER 2017	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2018	COMMENCING ON THE 1 ST FULL PAY PERIOD AFTER 14 DECEMBER 2019
		2.5% INCREASE OR \$29.04 PER WEEK	2.5% INCREASE OR \$29.76 PER WEEK	2.5% INCREASE OR \$30.51 PER WEEK
2.1	\$62,405	\$63,965	\$65,564	\$67,203
2.2	\$63,770	\$65,364	\$66,998	\$68,673
2.3	\$65,146	\$66,775	\$68,444	\$70,155
2.4	\$66,508	\$68,171	\$69,875	\$71,622
3.1	\$67,881	\$69,578	\$71,317	\$73,100
3.2	\$69,255	\$70,986	\$72,761	\$74,580
3.3	\$70,628	\$72,394	\$74,204	\$76,059
3.4	\$72,174	\$73,978	\$75,828	\$77,724
4.1	\$73,891	\$75,738	\$77,632	\$79,573
4.2	\$75,656	\$77,547	\$79,486	\$81,473
4.3	\$77,422	\$79,358	\$81,341	\$83,375
4.4	\$79,189	\$81,169	\$83,198	\$85,278
5.1	\$80,951	\$82,975	\$85,049	\$87,175
5.2	\$82,718	\$84,786	\$86,906	\$89,078
5.3	\$84,482	\$86,594	\$88,759	\$90,978
6.1	\$87,421	\$89,607	\$91,847	\$94,143
6.2	\$90,365	\$92,624	\$94,940	\$97,313
6.3	\$93,310	\$95,643	\$98,034	\$100,485
7.1	\$96,250	\$98,656	\$101,123	\$103,651
7.2	\$99,192	\$101,672	\$104,214	\$106,819
7.3	\$102,133	\$104,686	\$107,303	\$109,986
8.1	\$105,663	\$108,305	\$111,012	\$113,787
8.2	\$109,195	\$111,925	\$114,723	\$117,591
8.3	\$112,724	\$115,542	\$118,431	\$121,391
8.4	\$116,036	\$118,937	\$121,910	\$124,958
8.5	\$119,352	\$122,336	\$125,394	\$128,529

LANDFILL AGREEMENT

1 Application

This Agreement shall only apply to permanent full time, part time and temporary Landfill Attendants and Gatehouse Attendants employed at Council's Waste Management facilities.

2 Wages

The Wages payable to Gatehouse and Landfill Attendants shall be:-

- (a) Level 3, Schedule B; plus
- (b) a loading of 23%, which gives an all-purpose weekly rate; and
- (c) when divided by 38 gives an all-purpose hourly rate for the purposes of payment.

3 Hours of Work

3.1 Full-time Employees – shall be:-

- (a) rostered to work a 10 hour ordinary day over any 8 days per fortnight totalling 80 Hours;
- (b) paid double the all-purpose rate for any time worked in excess of ordinary hours on any one day in the roster;
- (c) paid for any additional days worked outside the rostered 8 days per fortnight at time and one half for the first 3 hours and double time thereafter for all hours worked, except Sundays which are paid at double time for all hours worked.

3.2 Part-time and Temporary Employees – shall work a minimum of 20 hours to a maximum of 80 hours over any 10 days per fortnight.

4 Arrangement of Hours

4.1 Rostered days off do not form part of the arrangements of hours for Operational Staff employed at Council's Waste Management facilities including full-time, part-time, temporary and casual Employees.

5 Coverage

5.1 All full-time Employees shall be offered first option to work overtime to provide coverage for any planned absences of full-time Employees where at least 14 days' notice is provided, e.g., annual, long service or sick leave.

Council will take into account its obligations under Workplace Health & Safety prior to making any offer of overtime to Employees. Employees may decline to perform overtime.

6 Sick Leave

6.1 All full-time and temporary employees engaged as Landfill or Gatehouse Attendants shall be entitled to not less than 114 hours of sick leave for each completed year of employment with Council.

- 6.2 All part-time employees shall be entitled to not less than 114 hours of sick leave on a pro-rata basis for each completed year of employment with Council.

7 Annual Leave

- 7.1 All full-time and temporary employees engaged as Landfill or Gatehouse Attendants shall be entitled to not less than 152 hours of annual leave for each completed year of employment with Council.
- 7.2 All part-time employees shall be entitled to not less than 152 hours of annual leave on a pro-rata basis for each completed year of employment with Council.
- 7.3 All Annual Leave will be calculated at the all-purpose hourly rate including loading and any other entitlements.

8 Other Conditions

All other conditions of employment not covered by this Schedule shall be as prescribed by the Bundaberg Regional Council Certified Agreement 2017 and the Queensland Local Government Industry (Stream B) Award – State 2017.

SIGNATORIES

Signed for and on behalf of **Bundaberg Regional Council**

Name Stephen Johnston

Position Held CEO..... **Signature**

Signed in the presence of:

Witness Name Amanda Sapolu.....

Witness Signature

SIGNATORIES

Signed for and on behalf of **The Australian Workers' Union of Employees, Queensland**

Name Stephen Kenneth Baker.....

Position Held Acting Secretary..... **Signature**

Signed in the presence of:

Witness Name Samantha Stokes.....

Witness Signature

SIGNATORIES

Signed for and on behalf of the **Queensland Services, Industrial Union of Employees**

Name Neil Henderson

Position Held Secretary..... **Signature**

Signed in the presence of:

Witness Name Rebecca Girard.....

Witness Signature

SIGNATORIES

Signed for and on behalf of **The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland**

Name

Position Held

Signature

Signed in the presence of:

Witness Name

Witness Signature

SIGNATORIES

Signed for and on behalf of the **Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland**

Name Brian Devlin

Position Held Assistant State Secretary.....

Signature

Signed in the presence of:

Witness Name Elizabeth Barlow.....

Witness Signature

SIGNATORIES

Signed for and on behalf of **The Electrical Trades Union of Employees Queensland**

Name Peter Ong.....

Position Held State Secretary..... **Signature**

Signed in the presence of:

Witness Name Kathryn Bignell.....

Witness Signature

SIGNATORIES

Signed for and on behalf of the **Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**

Name Gary O'Halloran.....

Position Held State Secretary..... **Signature**

Signed in the presence of:

Witness Name Shari Charrington.....

Witness Signature

SIGNATORIES

Signed for and on behalf of **The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch**

Name

Position Held

Signature

Signed in the presence of:

Witness Name

Witness Signature