

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Bundaberg Regional Council Certified Agreement 2011

Matter No. CA/2011/340

Commissioner Brown

02 December 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 29 November 2011 the Commission certifies the following written agreement:

Bundaberg Regional Council Certified Agreement 2011 – CA/2011/340

Made between:

Bundaberg Regional Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
Queensland Services, Industrial Union of Employees
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
The Australian Workers' Union of Employees, Queensland
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
The Electrical Trades Union of Employees Queensland
Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

The agreement was certified by the Commission on 29 November 2011 and shall operate from 29 November 2011 until its nominal expiry on 3 September 2014.

This agreement replaces:

- Bundaberg Regional Council Employees Enterprise Bargaining Certified Agreement 2008 (CA/2008/332)

By the Commission.

Commissioner Brown

BUNDABERG REGIONAL COUNCIL - CERTIFIED AGREEMENT 2011
ACN 72 427 835 198

PART 1 – PRELIMINARY

Title

This Agreement shall be known as Bundaberg Regional Council Certified Agreement 2011.

1.2 Arrangement

Subject Matter Clause No.

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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 well being 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 54 942 536 069;
- (b) Federated Engine Drivers’ and Firemen’s Association Union of Employees Queensland 73 089 711 903;
- (c) Transport Workers Union of Australia, Union of Employees (Queensland Branch) 80 519 643 130;
- (d) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees 59 459 725 116;
- (e) Plumbers and Gasfitters Employees’ Union of Australia Queensland Branch, Union of Employees 51 918 867 235;
- (f) Electrical Trades Union of Employees of Australia and Queensland Branch 37 211 681 988;
- (g) The Construction, Forestry, Mining and Energy Industrial Union of Employees Queensland 73 089 711 903;
- (h) The Queensland Services Industrial Union of Employees 86 351 665 653;
- (i) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees 99 589 872 974.

1.7 Date of Operation

This Agreement shall operate from the Date of Certification up to and including 3 September, 2014.

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) Local Government Employees’ (Excluding Brisbane City Council) Award – State 2003;
- (b) Building Trades Public Sector Award – State 2002;
- (c) Engineering Award – State 2002;
- (d) Children’s Services Award – State 2006;

(e) Queensland Local Government Officers' Award 1998;

(f) Training Wage Award – State 2003.

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 Workforce Change and Deployment

This clause is outlined in step by step process, and applies to all redundancies, redeployment, retrenchments or voluntary retrenchments that occur as a result of workplace redesign and/or organisational change.

2.1.1 Objectives

The chief objectives of this clause are to:–

- (a) maintain, where possible, Employees whose positions have become redundant in continued employment within the Council;
- (b) suitably retrain and redeploy such Employees wherever possible;
- (c) pay monetary compensation to such Employees who are unable to be redeployed and whose positions are deemed to be redundant; and
- (d) assist Employees to find employment outside the service of the Council.

2.1.2 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.

2.1.3 Termination by Council

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

Period of Continuous Service	Period of Notice
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 without loss of pay for the purpose of seeking other employment and/or advice. This time off shall be taken at times that are convenient to the Employee after consultation with the Supervisor/Manager.

2.1.4 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).

2.1.5 Introduction of Changes

(a) Council's Duty to Notify

- (i) Where Council decides to introduce changes in production, programme, 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 or Unions;
- (ii) 'Significant effects' includes:-
- (1) termination of employment;
 - (2) major changes in the composition, operation or size of Council's workforce or in the skills required;
 - (3) the elimination or diminution of job opportunities or job tenure;
 - (4) the alteration of hours of work;
 - (5) the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs;

provided that where any parent Award or this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect;

(b) Council's Duty to Consult Over Change

- (i) Council shall consult the Employees affected and, where relevant, their Union or Unions, 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, Council intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment);
- (ii) The consultation must occur as soon as practicable after making the decision referred to in Clause 2.1.5(a);
- (iii) For the purpose of such consultation Council shall provide in writing to the Employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees – provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

2.1.6 Period of Time to Consider

Council shall provide Employees with a 2 week period to consider and choose either involuntary redundancy or redeployment.

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).

2.1.7 Redundancy – Consultation before Terminations

- (a) Where Council decides that it no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, Council shall consult the Employee directly affected and where relevant, their Union or Unions;

The consultation shall take place as soon as it is practicable after Council has made a decision, which will invoke the provisions of Clause 2.1.7(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned;

- (c) For the purpose of the consultation Council shall, as soon as practicable, provide in writing to the Employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of Employees normally employed and the period over which the terminations are likely to be carried out – provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

2.1.8 Redeployment

- (a) As a result of restructuring and/or process or procedure changes, Employees can at any time 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;
- (b) Redeployed Employees must participate actively in the deployment process by making themselves available to be considered for vacancies, accepting reasonable deployment and re-training opportunities and being proactive in searching and applying for jobs;
- (c) 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.

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);

- (d) 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;
- (e) After 6 months, the redeployed Employee will revert to the highest paypoint of the new classification level of the redeployed position. This period can be extended by the Chief Executive Officer or Delegated Officer;
- (f) 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;
- (g) 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;
- (h) If after all these options outlined in Clause 2.1.8 have been exhausted, the Employee can request a Voluntary Redundancy.

2.1.9 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.

2.1.10 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 2.1.7 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 2.1.8, then 13 weeks additional separation package will not apply.

2.2 Grievance Procedure

2.2.1 This Agreement recognises that Employees’ grievances should be resolved speedily, effectively and informally between the Employee and Supervisor where possible and without the need for recourse to industrial action.

Employees shall be entitled to be represented by a person or organisation of their choice throughout the process.

2.2.2 It is agreed that it is in the interest of all parties to manage resolution of any conflict by means which do not disrupt the operations of the workplace. However, in the event of any workplace grievance arising and/or any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedure will be followed:–

- (a) The Employee is to notify (in writing or otherwise) the Supervisor/Manager (as appropriate) as to the nature of the grievance and the remedy being sought, without fear of retribution;
- (b) A meeting between the Employee and the Supervisor/Manager (as appropriate) is to be held as soon as practicable, to discuss the matter. The meeting should be held within 48 hours of notification;
- (c) If the matter is not resolved at this meeting, the Employee may request the Supervisor/Manager (as appropriate) to refer the matter to the Director. Further discussions involving all parties are to be held again within 48 hours, if practicable;
- (d) If the matter is not resolved at this meeting, the Employee may request the Supervisor/Manager (as appropriate) to refer the matter to the Chief Executive Officer. Further discussions involving all parties are to be held again within 48 hours, if practicable;
- (e) If the matter remains unresolved, then the dispute may be referred to:–
 - (i) the Local Government Association of Queensland Inc.; or
 - (ii) the relevant Union; or
 - (iii) both of the above;

with a view to a further conference between the parties. Representatives of these respective Associations/Unions shall make all such suggestions and do all such things as appear to them to be right and proper for bringing about the settlement of the dispute;

- (f) 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.

2.2.3 While this procedure is being followed, normal work is to continue except where there are genuine matters of health or safety involved, in which case, the Employee will not work in an unsafe environment, but where appropriate, shall by agreement accept reassignment to alternative work or work environment in the meantime.

2.3 Trade Union Provision

Council will provide for Union Participation as per the Local Government Employees' (Excluding Brisbane City Council) Award – State – Clauses 11.4 and 11.5, including:–

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

2.4 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 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.

2.5 Bargaining Units

2.5.1 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.

2.5.2 Enterprise Bargaining Committee

An Enterprise Bargaining Committee will be formed to renegotiate the Certified Agreement 2011 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.

2.5.3 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.

2.5.4 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. Matters in respect of the Agreement which have been dealt with by the Grievance Procedure (Clause 2.2) may, if appropriate, be referred to the Consultative Committee.

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.

2.6 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.

2.7 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 programmes;
- (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.

2.8 Career Progression

2.8.1 Any Employee classified at Level 1.6 of the Queensland Local Government Officers' Award 1998, who has completed 12 months satisfactory performance at that level, will automatically advance to Level 2.1 (as per Schedule A of this Agreement).

2.8.2 Any Certified Trade Employee classified and appointed at C10 of the Engineering Award – State (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 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 Isolation 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 Depots

Depots are located at:-

- (a) Childers, (rear of) 45 Churchill Street, Childers;
- (b) Bundaberg, 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 covered by this Agreement will be granted the following Pay increases:-

- (1) An increase of 3.6% or \$36.50 per week (being 3.6% of LGO Award Level 2.4 – Schedule A), whichever is the greater – commencing from the first full pay period after 28 September, 2011;
- (2) An increase of between 3.4% and 3.6% (based on the Annual “All Groups” CPI June as published by the Australian Bureau of Statistics); or a flat dollar amount based on the first year Level 2.4 of the LGO Award (Schedule A – CA2011), whichever is the greater - commencing from the first full pay period after 28 September, 2012;
- (3) An increase of between 3.4% and 3.6% (based on the Annual “All Groups” CPI June as published by the Australian Bureau of Statistics); or a flat dollar amount based on the second year Level 2.4 of the LGO Award (Schedule A – CA2011), whichever is the greater - commencing from the first full pay period after 28 September, 2013;

– as per Schedules “A” to “E” attached.

Payment of any wage and/or allowance increases will be made on or after the first full pay period following successful certification of this Agreement.

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 \$0.74 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 \$4.36 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:–

Section 1: Employees Level 8 or above – Local Government Employees (Excluding Brisbane City Council) Award – State 2003 – Staff Employed as Plant Operators – Live Sewer Allowance does not apply inside the Wastewater Treatment Plants.

Section 2: Other Employees – Local Government Employees (Excluding Brisbane City Council) Award – State 2003.

Live Sewer Work Allowance shall apply as follows:–

(a) Where live sewer work is carried out on a daily basis or as follows:–

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.

Section 3 – Other Employees – Engineering Award State 2002 – 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 Building Trades Public Sector Award – \$0.65 per kilometre;
- (b) Employees under Building Trades Public Sector Award – \$0.83 per kilometre.

(8) Obnoxious or Toxic Substances – payable under the Building Trades Public Sector Award; and to Treatment Plant Operators and Pump Attendants whilst handling obnoxious and/or toxic substances.

(9) 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 \$21.83 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 \$21.83 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 \$21.83 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 \$32.75 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.
- (10) Poison spraying – payable on a daily basis on rates determined under the relevant Award, including, but not limited to, pests, vermin, and rat's tail grass.
- (11) 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.
- (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 \$3.82 per item.
- (16) Towel Allowance – paid at \$0.27 per item.
- (17) Toilet Cleaning – An Employee required to clean Public Toilets for:–
- (a) the majority of their shift or period of work, shall be paid \$4.36 per day;
 - (b) a portion of their shift or period of work, and is less than 4 hours per day, shall be paid \$1.66 per day;
- (18) Tool Allowance – payable under the relevant Awards.
- (19) Travel Allowance – payable under the relevant Awards.

- (20) Travel Allowance For the Building Trades Public Sector Award – will be \$87.00 per week in recognition for those Employees who are required to use their private vehicle to travel to multiple locations in a single day.
- (21) Truck, Crane or Straddle Allowance – payable under the relevant Awards.
- (22) Wet Pay – Rubbish – payable under the LGE Award [Section 5.8.19(b)].

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 Director;
 - (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 existing Employees – Are those Employees working a 9 Day Fortnight Roster as at 4 September, 2011.

(Note: These Employees will be notified in writing confirming the 9 Day Fortnight Roster will remain in place as long as the Employee continues in their current position. If the Employee chooses to transfer, or a promotion to another role outside of their current work area, they will revert to a 1 in 3 roster cycle.)

- (ii) Manager – (For the purposes of Clause 4.2.3) a Manager is the person responsible for approving the RDO roster.

(b) Work Cycle

- (i) 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:–
 - (1) All quarantined existing Employees currently working a 9 day fortnight (as defined in 4.2.3(a)(i) above);
 - (2) Employees working at the Libraries taking 1 RDO every 4 weeks;
 - (3) Existing Employees working in the Venues & Facilities section currently taking 1 RDO every 4 weeks;
 - (4) Employees working at “The Moncrieff Theatre”;
 - (5) All Casual Employees;
 - (6) All Part–Time Employees; and
 - (7) Permanent 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 – From 5 January, 2012, RDOs shall be taken as follows:–

- (i) 9 Day Fortnight (2 Weekly Cycle) – Unless otherwise agreed by the Manager 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 a not a Monday or Friday (on a 6 week cycle).
- (ii) 1 in 3 (3 Weekly Cycle) – Unless otherwise agreed by the Manager 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 a not a Monday or Friday (on a 9 week cycle).
- (iii) 1 in 4 (4 Weekly Cycle) – Unless otherwise agreed by the Manager 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

- (i) By 4 January, 2012 – no Employee shall have more than 1 banked RDO;
- (ii) By 4 January, 2012 – any banked RDOs exceeding the 1 banked, shall be paid at ordinary time in the Pay Period ending 19 January, 2012;
- (iii) Employees working a 2 weekly roster cycle have the ability to bank 1 RDO only which will be banked at ordinary time;
- (iv) Employees working a 3 weekly roster cycle have the ability to bank 1 RDO only which will be banked at ordinary time;
- (v) Employees working a 4 weekly roster cycle have the ability to bank up to 2 RDOs which will be banked 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).

- (i) 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 Manager and Employees. If they are unable to reach agreement, the Employee can access the dispute settlement process within the Certified Agreement.

- (ii) Banking of RDO at the Employee's Request – will be taken or paid at ordinary time.
- (iii) 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 Manager approval.
- (iv) Moving of RDO beyond Roster Cycle – Employees may request to move their planned RDO to another day beyond the roster cycle. Subject to Manager or Delegated Officer approval, the RDO will be deferred at ordinary time.
- (v) Manager requesting Employee to Work on RDO – Where a Manager asks an Employee to work on their planned RDO, the Manager 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:–
 - (1) be paid at the appropriate penalty rates;
 - (2) move the RDO to another date within the roster cycle; or
 - (3) bank the RDO as TOIL (at ordinary time);
 - (C) ensure the roster and Leave Planner are updated accordingly and check the respective timesheet.

(f) Responsibilities – The Manager is responsible for drawing up a proposed roster for a 3 to 6 month period or another period as agreed by the Director or Chief Executive Officer and taking into account wherever feasible:–

- (i) 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.
- (ii) 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).
- (iii) the Manager 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 Director; and
 - (C) any internal customers that the work area supports.
- (iv) the Manager will consider requests for changes to the proposed roster within a 4 week period prior to implementation. The Manager will not unreasonably deny an Employee's preference, after consultation with Employees who work the roster.
- (v) the Manager 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.
- (vi) Employees are responsible, before the proposed roster starts, for:–
- (A) notifying their Manager within 2 weeks of any requests to alter the proposed roster;
 - (B) notifying their Manager and Manager HR of any special circumstances which may need to be accommodated before the roster starts (e.g. family responsibilities).
- (vii) once the roster starts, Employees are responsible for:–
- (A) notifying their Manager 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 –
- (i) Monthly reports will be provided to Directors on banked RDOs, Annual Leave and Long Service Leave balances.
 - (ii) The same reports on a summary basis will be provided to the Joint Consultative Committee each quarter.

- (iii) Any customer complaints or productivity issues will generate consultation between the Manager 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 Building Trades Sector Award

Employees under the Building Trades Sector Award 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

- (a) Where an Employer requires an Employee to report to the usual Depot and then travel to a job site located within 5 kilometres of the Depot, 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 and then travel to a job site in excess of 5 kilometres from the Depot, the Employer shall provide transport to the job site and return.
- (c) In the circumstances outlined in clauses (a) and (b) above, travelling between the Depot and the job that occurs outside an Employee's ordinary hours shall be paid for at ordinary rates.

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.
- (b) Employees who use their own motor vehicle to travel directly to a Job Site shall be paid 65 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) where the distance between the a Depot/Service Centre and another Depot/Service Centre is greater than 15 kilometres;
- (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.

4.5 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 Chief Executive Officer or Delegated Officer.
- 5.1.2 An Employee and Employer may agree when the Employee is to take Annual Leave. If the Employee and Employer can not agree, the Chief Executive Officer or Director 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 – As per the Queensland Local Government Officers' Award 1998;

– 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 Director;
- (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 Manager 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, 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, 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;

- (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 Director 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 Delegated Officer;
- (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

5.5.1 Maternity Leave

- (a) The provisions of this clause apply to Full-Time or Part-Time Employees of Council provided that:–
 - (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.

- (b) Part-Time Employees are entitled to leave and payment on a pro-rata basis.
- (c) 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.

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.

- (d) 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 Paternity 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 Paternity 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.

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.
- (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;
- (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 Isolation Leave

5.8.1 Where any Employee is isolated 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 leave without pay.

- 5.8.2 Such isolation, being caused by flooding, bushfire, natural disaster, weather caused event, major traffic incident or earthquake event, shall be deemed to confer Council's consent for such absence.
- 5.8.3 Employees who are absent from work will be able to access RDO/Annual Leave/Long Service Leave or TOIL for the period of isolation. Where the Employee has no leave entitlement available, the Employee can be granted leave in advance by the Chief Executive Officer or Delegated Officer.
- 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.

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 1337:1992 Eye Protectors for Industrial Applications) 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:–
- (a) \$45.00 per annum towards the cost of Australian Standard (AS/NZS 1337:1992 Eye Protectors for Industrial Applications) approved safety glasses frames; and
 - (b) a maximum of \$50.00 per annum towards the cost of 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 Departmental Directors, 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 Practicing 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 Inside Staff

Level	Current Salary Scale	Commencing on or after the 1st full Pay Period after 28 September, 2011
1.1	\$43,729	\$45,627
1.2	\$44,348	\$46,246
1.3	\$45,208	\$47,106
1.4	\$46,125	\$48,023
1.5	\$47,204	\$49,102
1.6	\$48,290	\$50,188
2.1	\$49,376	\$51,247
2.2	\$50,488	\$52,386
2.3	\$51,606	\$53,504
2.4	\$52,717	\$54,615
3.1	\$53,835	\$55,773
3.2	\$54,953	\$56,931
3.3	\$56,070	\$58,089
3.4	\$57,327	\$59,391
4.1	\$58,725	\$60,839
4.2	\$60,162	\$62,328
4.3	\$61,599	\$63,817
4.4	\$63,037	\$65,306
5.1	\$64,472	\$66,793
5.2	\$65,911	\$68,284
5.3	\$67,347	\$69,771
6.1	\$69,739	\$72,250
6.2	\$72,135	\$74,732
6.3	\$74,532	\$77,215
7.1	\$76,924	\$79,693
7.2	\$79,321	\$82,177
7.3	\$81,713	\$84,655
8.1	\$84,587	\$87,632
8.2	\$87,461	\$90,610
8.3	\$90,334	\$93,586
8.4	\$93,030	\$96,379
8.5	\$95,728	\$99,174

SCHEDULE B

Wages Schedule for Outside Staff (Employees Award)

Level	Current Salary Scale	Commencing on or after the 1st full Pay Period after 28 September, 2011
1	\$43,146	\$45,044
2	\$44,316	\$46,214
3	\$44,901	\$46,799
4	\$45,491	\$47,389
5	\$46,076	\$47,974
6	\$47,417	\$49,315
7	\$48,797	\$50,695
8	\$50,247	\$52,145
9	\$51,748	\$53,646

SCHEDULE C

Wages Schedule for Outside Staff (Building Trades)

Level	Current Salary Scale	Commencing on or after the 1st full Pay Period after 28 September, 2011
1	\$48,798	\$50,696
2	\$50,247	\$52,145
3	\$51,748	\$53,646

SCHEDULE D

Wages Schedule for Outside Staff (Engineering)

Level	Current Salary Scale	Commencing on or after the 1st full Pay Period after 28 September, 2011.
C10	\$46,076	\$47,974
C9	\$48,798	\$50,696
C8	\$50,247	\$52,145
C7	\$51,748	\$53,646
C6	\$55,108	\$57,092
C5	\$59,473	\$61,614
C4	\$61,706	\$63,927
C3	\$66,172	\$68,554

SCHEDULE E

Wages Schedule for Supervisory Staff

Level	Current Salary Scale	Commencing on or after the 1st full Pay Period after 28 September, 2011
2.1	\$54,472	\$56,433
2.2	\$55,664	\$57,668
2.3	\$56,865	\$58,912
2.4	\$58,054	\$60,144
3.1	\$59,253	\$61,386
3.2	\$60,452	\$62,628
3.3	\$61,651	\$63,870
3.4	\$62,999	\$65,267
4.1	\$64,498	\$66,820
4.2	\$66,039	\$68,416
4.3	\$67,580	\$70,013
4.4	\$69,123	\$71,611
5.1	\$70,661	\$73,205
5.2	\$72,204	\$74,803
5.3	\$73,743	\$76,398
6.1	\$76,309	\$79,056
6.2	\$78,878	\$81,718
6.3	\$81,449	\$84,381
7.1	\$84,015	\$87,040
7.2	\$86,584	\$89,701
7.3	\$89,150	\$92,359
8.1	\$92,232	\$95,552
8.2	\$95,315	\$98,746
8.3	\$98,395	\$101,937
8.4	\$101,286	\$104,932
8.5	\$104,180	\$107,930

SCHEDULE F

LANDFILL AGREEMENT

1. Application

This Agreement shall only apply to Operational Staff employed at Council's Waste Management facilities.

2. Wages

The Wages payable to Landfill Attendants shall be:–

- (a) Level 3, Schedule B; plus
- (b) the Rubbish Allowance (as per Clause 3.8.3(12) of the Bundaberg Regional Council Certified Agreement 2011); plus
- (c) a loading of 17.105%, which gives an all purpose weekly rate; and
- (d) 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 12 hour ordinary day over any 7 days per fortnight;
- (b) paid double the all purpose rate for any time worked in excess of 12 ordinary hours on any one day in the roster;
- (c) paid for any additional days worked outside the rostered 7 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, Temporary and Casual Employees – shall be required to work a minimum of 8 hours and usually a maximum of 84 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 a minimum of 1 additional day overtime each fortnight to provide coverage for any planned absences, eg, annual, long service or sick leave.
- 5.2 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 based on reasonable grounds as per Clause 4.5.2 of the Bundaberg Regional Council Certified Agreement 2011.

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 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 2011 and the Local Government Employees' (Excluding Brisbane City Council) Award – State.

SIGNATORIES

Signed for and on behalf of Bundaberg Regional Council	Peter Byrne
In the presence of	Karen Craft
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland	William Ludwig
In the presence of:.....	Melinda Chisholm
Signed for and on behalf of the Queensland Services, Industrial Union of Employees	Kath Nelson
In the presence of:.....	Jane Grey
Signed for and on behalf of The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland	Michael Ravbar
In the presence of:.....	Kathleen Nettleton
Signed for and on behalf of the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees	Michael Ravbar
In the presence of:.....	Kathleen Nettleton
Signed for and on behalf of the Transport Workers' Union of Employees (Queensland Branch)	Peter Biagini
In the presence of:.....	M. Cerrato
Signed for and on behalf of the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland	Rohan Webb
In the presence of:.....	Lisa Butler
Signed for and on behalf of The Electrical Trades Union of Employees Queensland.....	Keith McKenzie
In the presence of:.....	Kerry Inglis
Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland, Union of Employees	Gary O'Halloran
In the presence of:.....	Simon Ong
Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees	Michelle Rae
In the presence of:.....	Kylie Heiniger