

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Rockhampton Regional Council**

and

**Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch**

and

**The Australian Workers' Union of Employees, Queensland**

and

**Queensland Services, Industrial Union of Queensland**

and

**United Voice, Industrial Union of Employees, Queensland**

(Matter No. CB/2019/46)

**ROCKHAMPTON REGIONAL COUNCIL CERTIFIED AGREEMENT 2018 – INTERNAL EMPLOYEES**

Certificate of Approval

On 5 July 2019, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016* (Qld):

|   |  |
|---|--|
| <b>Name of Agreement:</b>                       | <i>Rockhampton Regional Council Certified Agreement 2018 – Internal Employees</i>  |
| <b>Parties to the Agreement:</b>                | <ul style="list-style-type: none"><li>• Rockhampton Regional Council;</li><li>• Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch;</li><li>• The Australian Workers' Union of Employees, Queensland;</li><li>• Queensland Services, Industrial Union of Queensland; and</li><li>• United Voice, Industrial Union of Employees, Queensland.</li></ul> |
| <b>Operative Date:</b>                          | 5 July 2019  |
| <b>Nominal Expiry Date:</b>                     | 1 July 2022  |
| <b>Previous Agreements:</b>                     | <i>Rockhampton Regional Council Certified Agreement 2012 – Internal Employees</i>  |
| <b>Termination Date of Previous Agreements:</b> | 5 July 2019 (Matter No. CB/2019/45)  |

By the Commission

5 July 2019



**Rockhampton Regional Council  
Certified Agreement 2018 –  
Internal Employees**

**STREAM A**



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# 1 Administrative Arrangements

## 1.1 Title

- 1.1.1.1 This Agreement shall be known as the Rockhampton Regional Council Certified Agreement 2018 – Internal Employees.
- 1.1.1.2 This Agreement supersedes and replaces the Rockhampton Regional Council Certified Agreement – Internal Employees 2012 that had application to Rockhampton Regional Council and its Employees whose employment terms and conditions are covered by the Queensland Local Government Industry (Stream A) Award – State 2017 and applicable employees covered by the Queensland Local Government Industry (Stream B) Award – State 2017.

## 1.2 Parties Bound

- 1.2.1.1 The Parties bound by this Agreement are:  
Rockhampton Regional Council; and  
Employees who are members of the following Unions or are eligible to become so and for whom a classification contained in this Agreement applies:
- APESMA – Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch
  - United Voice, Industrial Union of Employees, Queensland
  - QSU – Queensland Services, Industrial Union of Employees
  - AWU – The Australian Workers’ Union of Employees, Queensland
- 1.2.1.2 This Agreement applies to Employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement shall not apply to any Employee appointed to the position of Chief Executive Officer or senior officers pursuant to a written contract of employment as per section 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017 Division 2 Section 1.

## 1.3 Date and Period of Operation

- 1.3.1.1 This Agreement shall be effective from the date of certification by the QIRC and shall continue to have effect from the date of certification or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect until it is varied or terminated.
- 1.3.1.2 The Parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective agreement at least six (6) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date is 1 July 2022.

## 1.4 Renegotiation Assurance

- 1.4.1.1 If the renegotiation activity conducted in accordance with clause 1.3.1.2 hereof has not resulted in a new agreement to take effect from 1 July 2022, unless this delay has been caused by a lack of Good Faith Bargaining by the Parties, as determined by the QIRC, to this Agreement, the Employer agrees to pay an increase equivalent to the Consumer Price Index (CPI) for the relevant March Quarter All Groups, applicable to Brisbane

percentage change (from the corresponding quarter of the previous year) CPI catalogue 6401.0 as published by the Australian Bureau of Statistics, pending the successful completion of negotiations. Such increase will be absorbed into any increase negotiated for that new agreement.

## **1.5 Relationship to Parent Awards**

- 1.5.1.1 This Agreement shall be read and applied in conjunction with the terms of the Parent Awards listed below, as varied from time to time provided that where there is any inconsistency between this Agreement and the Awards listed below; this Agreement shall prevail to the extent of the inconsistency.
- a) Queensland Local Government Industry (Stream A) Award – State 2017
  - b) Queensland Local Government Industry (Stream B) Award – State 2017
  - c) Queensland Training Wage Award – State 2012

## **1.6 Objectives of the Agreement**

- 1.6.1.1 Provide a framework for working conditions and remuneration for Employees of the Employer for the period of this Agreement.
- 1.6.1.2 Provide a consultative environment for the Employer, Council's Leadership Team, Employees and their Unions to develop and engage in continuous improvement, efficient work practices and improved service delivery.

## **1.7 Vision and Values**

- 1.7.1.1 The Parties are committed to an organisation that is efficient, flexible, and focused in the delivery of services.
- 1.7.1.2 The Employer has established a set of values for the organisation and our workforce which inform our interactions with each other, our families and the community. Our Values are:

**Accountable – Customer Focussed – People Development – One Team – Continuous Improvement**

## **1.8 Definitions**

- 1.8.1.1 Agreed – when a matter is discussed or negotiated and then accepted by all relevant Parties.
- 1.8.1.2 CEO – the Chief Executive Officer of the Rockhampton Regional Council
- 1.8.1.3 Consultation – Shall mean the exchange of information by the Parties and the Employees that enables all the participants to genuinely contribute to the decision making process, taking into consideration all relevant views of the participants.
- 1.8.1.4 Continuous Shift Work – shall mean a series of shifts where an Employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week.
- 1.8.1.5 Day – for the purpose of On-Call Allowance, day is recognised as that period from an Employee's finishing time on one ordinary working day to the starting time of the next ordinary working day.



- 1.8.1.6 Employer – shall have the same meaning as that cited in the *Local Government Act 2009*, i.e. Chief Executive Officer.
- 1.8.1.7 Immediate Family – shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the Employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a step-child, step-grandchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 1.8.1.8 Public Interest – common concern among community members in the management of the Council and its activities.
- 1.8.1.9 QIRC – shall mean the Queensland Industrial Relations Commission.
- 1.8.1.10 Registered Health Professional – shall mean a medical practitioner registered with the Medical Board of Queensland or similar registration authority.
- 1.8.1.11 The Act – shall mean, except where otherwise stated, the *Industrial Relations Act 2016*.
- 1.8.1.12 Recognised emergency management entity – shall mean an entity that :
- has a role or function under a plan prepared by the Commonwealth or a State or a local government for coping with an emergency or natural disaster ;or
  - is or part of a fire fighting, civil defence or rescue entity; or
  - is or part of an entity that has a substantial purpose that involves:
    - securing the safety of persons or animals in and emergency or natural disaster;or
  - protecting property in an emergency or natural disaster; or
  - responding to an emergency or natural disaster; or
  - is not an entity that was established for a purpose to entitle an Employee to take emergency service leave.

## **1.9 Posting and Awareness of the Agreement**

- 1.9.1.1 A true copy of this Agreement shall be displayed in the workplace immediately following certification with convenient access to Employees. Further, the Employer undertakes to provide education and/or awareness training to all Employees regarding the intent and application of this Agreement within three (3) months of the date of certification.

## **2 Employment Security & Wellbeing**

### **2.1 Commitment to Job Security**

- 2.1.1.1 The Employer shall maintain a permanent workforce during the life of this Agreement and the Employer is committed to job security for its Employees. The Employer will maintain workforce resourcing as at the date of certification of the Agreement subject to Operational Plans and budgetary allocation, and will exhaust all reasonable efforts to effectively utilise their Employees and resources before any work is contracted out.

- 2.1.1.2 This will require the Employer to:
- a) Not utilise Volunteers or other unpaid persons to perform work or functions that would ordinarily be provided by Employees.
  - b) Refrain from using persons engaged under the provisions of a funded jobs/skills programme to undertake work which would normally be performed by an Employee.
- 2.1.1.3 The Parties are committed to continually improving the job security of Employees by:-
- a) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy.
  - b) Employees assisting in the identification, development and implementation of work practices which assist in making the Employer a more efficient and cost-effective organisation.
  - c) Employees committing to make every reasonable effort to meet the operational and business needs of the Employer.
  - d) Training, up-skilling and educating Employees and providing retraining where possible.
- 2.1.1.4 The Employer is committed to retaining existing workplaces subject to Operational Plans and budgetary allocation.

## **2.2 Contracting Out**

- 2.2.1.1 It is the clear position of the Employer to utilise and promote the use of its existing permanent Employees for the undertaking of the Employer's works, services and operations. During the life of this Agreement, the Employer will minimise the contracting out or leasing of any works and services currently provided by its existing permanent workforce, and the Parties acknowledge that the Employer may seek to contract/outsource works and services in the following circumstances:
- a) in the event of staff shortages; or
  - b) the lack of available infrastructure capital and the cost of providing technology; or
  - c) extraordinary or unforeseen circumstances; or
  - d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
  - e) where the Employer's own workforce and plant and equipment has been utilised and optimised in the first instance wherever practicable.
- 2.2.1.2 Contractors will not be engaged to reduce the overtime hours available to permanent Employees. Any hours outside of the ordinary working hours of Employees will be offered as overtime to permanent Employees before engaging contractors and/or labour hire where practicable and subject to fatigue management provisions.
- 2.2.1.3 During the life of this Agreement the Employer will, where possible, minimise the contracting out or leasing of any works and services currently provided by the Employer.

- 2.2.1.4 The Project Resources Allocation Whole of Council Work Instruction (Appendix 3) applies to the allocation of resources for construction or maintenance projects outside of ordinary working hours.
- 2.2.1.5 On a quarterly basis, the Employer will present to the Joint Consultative Committee (JCC) the Forward Capital Works Program for the ensuing quarter and identifying, as much as practicable, where it is contemplated that contractors may be used.

## **2.3 Health and Wellbeing**

- 2.3.1.1 The Employer is committed to the health and wellbeing of all Employees and will make available to its Employees a range of programs to assist and support a healthy lifestyle.
- 2.3.1.2 Also, in the interests of maintaining the wellbeing of Employees and their families, the Employer shall provide access to and pay for a maximum of three (3) counselling and pastoral services for all Employees and the immediate members of their household per year. This service can be accessed directly by Employees or through referral by their manager. Additional counselling and pastoral services may be approved by the Employer.

## **2.4 Learning and Development Opportunities**

- 2.4.1.1 The Parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of the Employer, a strong and sustained commitment to training and skill development is required on both an individual and whole of organisation basis.
- 2.4.1.2 The Parties agree with respect to the training and career path development of Employees, that each Employee shall have access to learning processes and resources, as identified through the individual annual performance review and development process.
- 2.4.1.3 The Employer shall facilitate an environment that encourages Employees to:
- a) learn and apply new skills and knowledge;
  - b) adapt to new ways of working;
  - c) participate in initiatives that enhance productivity; and,
  - d) continue the established custom and practice of mentoring Employees in the day to day development of on the job skills and learning.
- 2.4.1.4 The Employer will investigate the better utilisation of downtime for Employees to conduct training opportunities and develop Employees' skills.
- 2.4.1.5 Where required, and possible, opportunities for the development of Employees through undertaking higher duties or alternate positions will be identified and pursued.

## **2.5 Classification and Reclassification**

- 2.5.1.1 Classification and reclassification provisions shall be applied to Employees as per the full provisions of the relevant Parent Award/s.

- 2.5.1.2 It is recommended that the Employee submit an application for reclassification to the relevant Supervisor via email in the first instance. The Employee will receive acknowledgement via email, that their application has been received.
- 2.5.1.3 The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the Employee shall be back paid to the date the application is made.
- 2.5.1.4 Where the Employer proposes reclassification or redesign of a position description, the Employee shall be consulted in accordance with clause 4.1 of this Agreement.

## **2.6 Productivity and Efficiency Working Group**

- 2.6.1.1 The Parties will commit to the formulation of a working group within three (3) months of certification of this Agreement and the terms of reference will be developed by the group when established.
- 2.6.1.2 The group aims to identify productivity; efficiencies and cost savings shall be recognised as being in the best interests of all Parties and shall be considered without recriminations or adverse actions.

## **2.7 Abandonment of Employment**

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

# **3 Flexible Working Arrangements**

## **3.1 Work/Life Balance**

- 3.1.1.1 The Parties agree to support flexible working arrangements including provisions for job sharing arrangements, part time employment and agreed flexible working hours for Employees with family responsibilities.

## **3.2 Flexible Working Arrangements**

- 3.2.1.1 An Employee may request the Employer for a change in the way the Employee works in order to better accommodate for their personal circumstances and/or work life balance, such arrangements may be on a permanent basis or for a specified period. Some examples of flexibility may include but not limited to:
- a) the Employee's ordinary hours of work;
  - b) the place where the Employee works; or

- c) a change to the way the Employee works, for example, the use of different equipment as the result of a disability, illness, or injury.

3.2.1.2 Any flexible work arrangement shall be by agreement in writing between the Employer and the Employee and shall not, on balance, disadvantage the Employee in relation to their overall terms and conditions. The arrangement will contain applicable provisions for cessation by either party and will be reviewable if there are any significant changes that impact upon the Employee.

### **3.3 Facilitative Provision for Employees**

3.3.1.1 An Employee appointed to a position at Level 7.1 or higher of the Queensland Local Government Industry (Stream A) Award – State 2017 Division 2 Sections 1 and 2 or equivalent, may request to enter into a contract of employment (contract) that shall be subject to the terms and conditions of this Agreement, except to the extent that particular terms and conditions are provided in such contract, in which case the latter terms and conditions shall prevail.

3.3.1.2 For the purpose of this clause the following definitions shall apply;

a) A Continuous Performance Contract means a contract of employment that it is not a limited duration contract and is based on continued satisfactory performance similar to Employees employed under relevant Awards and Certified Agreements.

b) A Limited Term Contract means a contract of employment that is usually of a term not less than 12 months or more than four (4) years. Such contracts are also subject to satisfactory performance.

3.3.1.3 Such contracts shall only be binding if it provides for employment conditions, which, on the whole, are more beneficial to the Employee than this Agreement. In determining if the contract is more beneficial, it is a global assessment and not a clause by clause assessment.

3.3.1.4 Notwithstanding clause 1.2.1.2 where an Employee is at Level 7.1 or higher of the Queensland Local Government Industry (Stream A) Award – State 2017 Division 2 Sections 1 and 2 or equivalent they may request to have either a Continuous Performance Contract or a Limited Term Contract.

3.3.1.5 Where an Employee enters into a contract under this provision, the Employee accepts all of the terms of that contract. The ongoing employment of an Employee on contract is subject to the terms of the contract.

3.3.1.6 The terms of a contract under this provision shall be recorded in writing and signed by an authorised representative of the Employer and the Employee. The contract can only be varied by mutual consent. Such variations must be recorded in writing and signed by an authorised representative of the Employer and the Employee.

3.3.1.7 For positions at Level 7.1 or higher of the Queensland Local Government Industry (Stream A) Award – State 2017 Division 2 Sections 1 and 2 or equivalent the Employer may at their discretion, through the recruitment process, offer a contract to recruit for vacant positions.

### **3.4 Transition to Retirement Arrangements**

- 3.4.1.1 Transition to retirement arrangements may be available to those Employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other Employees prior to retirement, for the mutual benefit of the Employer and Employee.
- 3.4.1.2 Any such arrangements between the Employer and Employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):
- a) weeks to be worked over the period;
  - b) minimum ordinary hours per week;
  - c) days on which the work is to be performed including the daily starting and finishing times; and/or
  - d) duty statement for the period.
- 3.4.1.3 These arrangements may be varied by mutual agreement between the Employer and Employee and any agreed amendments are to be documented.
- 3.4.1.4 All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement shall be maintained without reduction, except where the Employee utilised approved leave. On commencement of the arrangement, leave will accrue in accordance with this Agreement.

## **4 Consultation and Industrial Environment**

### **4.1 Notification of Change**

- 4.1.1.1 Before making a decision to adopt and implement major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall consult with the Employees who may be affected by the proposed changes and the relevant union.
- 4.1.1.2 “Significant effects” include changes to employment conditions and entitlements, termination of employment, major changes in the composition, operation or size of the Employer’s workforce or in the skills required, the elimination or diminishing of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, changes to work rosters, the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 4.1.1.3 The Employer shall discuss with the Employees affected and the relevant union and others, the proposed changes referred to in clauses 4.1.1.1 and 4.1.1.2 hereof, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees (e.g. by finding alternative employment) and shall give genuine consideration to matters raised by the Employees and/or the relevant union in relation to the changes.
- 4.1.1.4 The discussions shall commence as early as practicable after a proposal has been made by the Employer to make the changes referred to in subclause 4.1.1.1 hereof.

- 4.1.1.5 For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and the relevant Union 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 the Employer shall not be required to disclose confidential information and in doing so the disclosure of which would be detrimental to the Employer's interests.
- 4.1.1.6 Where the Employer is proposing to undertake organisational restructuring that has significant effects the Employer will provide affected Employees and their relevant Union a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of potentially affected Employees, including the Employer's proposal to mitigate the effects on each affected Employee.
- 4.1.1.7 The Employer will give prompt and genuine consideration and shall provide documented communications on any matters raised by the Employees and/or the relevant Union in relation to the changes.

## **4.2 Prevention and Settlement of Disputes and Grievances**

- 4.2.1.1 Effective communication between Employees and the Employer is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.
- 4.2.1.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 4.2.1.3 During any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage, of the imposition of any ban, limitation or restriction. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 4.2.1.4 Where a bona fide Work Health and Safety issue is involved, an Employee shall not work in an unsafe environment. Where appropriate, the Employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the matter is pending.
- 4.2.1.5 In the event of any dispute/grievance arising between any Parties subject to this Agreement and any employment related matters, the following procedures shall be applied:
- 4.2.1.6 Discussions at any Step of the procedure shall not be unreasonably delayed by any party. Sensible time limits shall be allowed for the completion of the various stages. Generally, Steps 1 and Step 2 below should, if possible, take place within 24 hours and should not extend beyond seven (7) days after the request of the Employee or the Employee's Union representative. This process should not exceed 14 days for Step 3. If further time is required at any Step; Parties will discuss extending the period and the reasons for the extension.
- 4.2.1.7 Step 1
- Any Employee with a dispute/grievance will promptly raise the matter with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The Employee may request union representation or a nominated support person.



4.2.1.8 Step 2

If the matter is not resolved at this level, the Employee shall discuss the matter at issue with their Manager. The Employee may request union representation or a nominated support person. A Workforce and Governance representative may also become involved at this stage.

4.2.1.9 Step 3

Should the matter remain unresolved, it should then be referred to the CEO who will attempt to facilitate a resolution with the Employee. The Employee may request union representation or a nominated support person. The CEO may delegate to a senior officer to facilitate the process on the CEO's behalf.

4.2.1.10 Step 4

If the matter remains unresolved, it may be referred by either party to the QIRC for conciliation and finally arbitration if no agreement can be reached. The arbitrated decision of the QIRC will be binding on all Parties to the matter, subject to the Parties' rights of appeal under the relevant legislation.

4.2.1.11 Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that a dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.

4.2.1.12 There shall be a commitment by the Parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

4.2.1.13 The above procedure does not restrict the Employer or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

### **4.3 Investigations and Disciplinary Processes**

4.3.1.1 The Parties acknowledge that all disciplinary processes and investigations must be open and transparent, ensuring that the Parties involved in the matter are provided with natural justice and procedural fairness. Accordingly, the processes shall follow a set procedure and decision making methodology to ensure consistency and fairness for the Parties involved.

4.3.1.2 Where an investigation is required it will occur before there is any consideration regarding potential disciplinary outcomes. The purpose of the investigation shall be to objectively consider, based on all relevant evidence, what caused the issue and identify recommended outcomes to prevent the issue in the future.

4.3.1.3 If an Employee is required to attend a meeting as a respondent in relation to an investigation or disciplinary process, they shall be provided with at least two (2) business days' notice in writing of the requirement to attend the meeting, unless emergent circumstances prevail. The Employee will be advised that they have a right to have a Union representative or a support person present.



#### **4.4 Joint Consultative Committee**

- 4.4.1.1 In order to facilitate ongoing harmonious industrial relations the Parties to this Agreement shall maintain a JCC comprising of Employees, Union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.
- 4.4.1.2 The group shall meet on an “as needs” basis but not less than four (4) times per year to consider all industrial relations matters including, but not limited to:
- a) workplace issues that have the potential to impact on Employees, including work units, divisions or the entire organisation, e.g. workloads;
  - b) monitor and review implementation of this Agreement;
  - c) undertake specific responsibilities and activities in accordance with this Agreement; and
  - d) any other matter raised by Union or management which impacts on the workforce.

#### **4.5 Access and Facilities**

- 4.5.1.1 The following facilities shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement:
- a) Meetings, associated work and reporting should occur in normal working time.
  - b) Reasonable access to facilities and administrative support/equipment such as word processing, photocopying, postal system internal mail, telephone, storage facilities and meeting rooms.
  - c) Access to a room with normal office facilities shall be provided for representatives of the Parties to discuss matters associated with consultative forums established under this Agreement.

### **5 Employee Benefits**

#### **5.1 Wage/Salary Increase**

- 5.1.1.1 Remuneration rates for Employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 1 to this Agreement. The schedule also provides information of wage increases over the life of this Agreement.
- 5.1.1.2 Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in clause 1.5 or any other Award covering Employees covered by this Agreement shall not apply.

#### **5.2 Council Worker’s Care Program**

- 5.2.1.1 Council Worker’s Care is an Employer specific initiative that is designed to support fellow Employees and their families should they find themselves in positions of hardship through illness, death or other debilitating circumstances. The program provides options for specific fundraising activities to be held in support of the Employee or if available, funds approved by the CEO.

### **5.3 Salary Sacrifice**

- 5.3.1.1 The Employer shall endeavour to provide Employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities shall be subject to legal limitations imposed by federal and state legislation.
- 5.3.1.2 The Employer reserves the right to withdraw the facility if changes in the relevant laws mean that the Employer would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. Any fringe benefit tax attracted by the salary sacrifice must be paid by the Employee and shall not result in an increase to the total remuneration package.
- 5.3.1.3 Other than facilitating the salary sacrifice arrangements, the Employer shall not be responsible for any other aspects of salary sacrifice which would include, but not be limited to, any loss sustained by the Employee. Accordingly, while not a necessity the Employer strongly recommends Employees take financial advice prior to entering into any such arrangements from a qualified financial advisor.
- 5.3.1.4 Each request shall be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the Employee is required to continue with the agreement for the remainder of the fiscal year or apply for a review of the agreement on the grounds of personal hardship.

### **5.4 Study Assistance**

- 5.4.1.1 The Employer encourages Employees to undertake further education and development which enhances their personal and career prospects and is directly relevant to their role or potential career path with the Employer.
- 5.4.1.2 To be eligible for study assistance, the applicant must be a permanent Employee with 12 months satisfactory service with the Employer.
- 5.4.1.3 Part-time Employees will be reimbursed on a pro-rata basis.
- 5.4.1.4 The following criteria are considered in determining whether assistance will be provided:
- a) the applicant's contribution to the Employer in terms of their past work performance and their potential capability;
  - b) the relevance of the proposed course of study to the applicant's current or possible future work roles, including the Employee's level of responsibility; and
  - c) the overall cost in relation to likely benefits to the Employer.
- 5.4.1.5 All reimbursements will require evidence of successful subject completion being provided to the Employer.
- 5.4.1.6 Study assistance will be provided based on the following categories:
- Category 1 –  
A course undertaken as a condition of employment. For example a Cadetship would fall under this category. The Employer shall reimburse all compulsory fees and charges in relation to the course.

#### Category 2 –

A course, which is directly relevant to the Employee's area of work, and the skills or qualification determined by the Employer is deemed appropriate in that area of work.

Reimbursement of course fees shall be a combined maximum amount of \$700 per unit.

For Employees undertaking post-graduate studies, reimbursement shall be up to 80% of course fees to a maximum of \$1200 per unit towards course fees.

#### Category 3 –

A course demonstrated to the satisfaction of the Departmental General Manager to be directly relevant to the Employer.

Reimbursement of course fees shall be a combined maximum amount of \$500 per unit.

### **5.5 Professional Association, Licence and Registration Fees**

5.5.1.1 Where an Employee must hold a registration, industry licence or maintain membership of a professional association and licences as part of their employment as specified as a mandatory requirement in the Employee's position description, the Employer shall pay the fees for membership or registration renewal.

5.5.1.2 For clarification, this clause does not cover 'C' class driver's licences, however it shall cover such things as renewals for truck driver's licences as well as mobile and fixed plant operators tickets, where such costs are in addition to any costs for the maintenance of a 'C' class driver's licence.

## **6 Employment Arrangements**

### **6.1 Employment Practices**

6.1.1.1 The Employer will communicate with relevant Employees as to whether or not vacant positions will be replaced and where a decision is made to replace the vacancy, the Employer shall commence advertising within 30 days of the date of notification of the vacancy. When this timeframe cannot be achieved the Employer will advise the relevant Employees accordingly.

6.1.1.2 Outcomes and performance in regards to this process will be reported to the JCC.

6.1.1.3 Advertised vacancies shall be communicated to all work locations, at least seven (7) working days before the closing date for applications and in such a manner as the Employer may determine.

6.1.1.4 The recruitment process will be completed as soon as practicable. Where there is an issue that can legitimately extend the time to fill or to commence advertising, the Employer will communicate to the relevant Employees.

6.1.1.5 The Employer may utilise applications obtained via expressions of interest internally or through rolling recruitment; where applications have been called for positions requiring the same or similar skills and experiences; in lieu of external advertising and/or where a position has been vacant for an extended period of time.

6.1.1.6 Where an Employee is unsuccessful in completing their probation period, the recruitment process undertaken to fill the vacancy remains current and the Employer may refer to the initial applicant pool in the first instance. All positions must have a position description and the positions shall be classified in accordance with the level

definitions provided for in the relevant Award, unless specified otherwise in this Agreement.

- 6.1.1.7 Where the Employer considers there to be sufficient suitably qualified applicants internally, the Employer shall call positions internally in the first instance. Where the Employer considers there is insufficient suitably qualified applicants, then the Employer shall call positions simultaneously by advertising internally and externally. Selection shall be made based on merit in all cases.

## **6.2 Absenteeism Management**

- 6.2.1.1 The Parties to this Agreement recognise that absenteeism and/or abuse of sick leave is a controllable overhead and abuse of this benefit is detrimental to the operations of the Employer in respect to services to ratepayers. The Employer will manage sick/carer's leave abuse and absenteeism in a fair and just manner.

- 6.2.1.2 Absenteeism management is designed to address the abuse of sick/carers' leave by Employees who are absent from work and have not provided the appropriate evidence and who are not genuinely unfit for duty. This provision is to operate notwithstanding other provisions of this Agreement such as attending health appointments with an allied health or health professional where evidence of attendance has been provided. Domestic and family violence leave is excluded from these provisions.

- 6.2.1.3 Step 1

Should an Employee be seen to be starting a trend of excessive/patterned sick leave/non-notification of absence or other unplanned absences the Employee's supervisor must discuss the issue with the Employee, in the first instance. This should be done in a private location where the supervisor should explore the reasons for their absence and properly inform of the Employer's expectations and the policies regarding absenteeism as well as offering support where possible.

- 6.2.1.4 Step 2

Should the absenteeism previously raised through the above continue, the Employee's absenteeism will be subject to formal review and this shall encompass the period 12 month's prior to the identified date of concern.

- 6.2.1.5 Step 3

If the discussion does not provide satisfactory reason for the Employees' absences this may result in the Employee being placed on an Absenteeism Management Plan (AMP) for a duration no longer than 12 months, with a minimum review period every 3 months. When an AMP is invoked, the Employee will be required to provide a medical certificate on each occasion they are absent.

- 6.2.1.6 Step 4

If no improvement is observed in the next period, the Employee is to be again interviewed and if the interview results in unsatisfactory reasons being given, either the AMP may be extended for a further period of a maximum of 12 months, with a minimum review period every 3 months, or disciplinary action may apply.

### **6.3 Change in Work Location**

- 6.3.1.1 Where an Employee's normal work location is required to permanently change, except where it is customary for that Employee to work in other locations, to meet business and service delivery needs, the Employee shall be provided with one (1) months' notice in writing. Individual circumstances shall be taken into consideration as much as possible.
- 6.3.1.2 Where an Employee considers that the permanent change shall result in personal hardship there are two options available - redeployment, where possible, and a separation payment.
- 6.3.1.3 For redeployment, the Employer shall endeavour to find suitable alternative employment within the Council at the normal work location for Employees who have been requested to change their normal work location and where personal circumstances would result in undue hardship for that Employee changing their normal work location. All such Employees shall be individually interviewed to determine what options may exist for their retraining by the Employer.
- 6.3.1.4 Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all worked performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months or until the rate for the lower classification exceeds the actual rate, whichever is earlier.
- 6.3.1.5 Employees who are transferred to other positions shall be eligible for separation payment should it be found within three (3) months by either themselves or the Employer that the alternate position is unsatisfactory.
- 6.3.1.6 Should an Employee not accept a suitable redeployment position and opt to take the separation payment, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of receiving that separation payment.
- 6.3.1.7 Where it is considered that the only option available is to seek early separation from the Employer, the Employee may request consideration of a separation payment equivalent to two (2) weeks ordinary pay for each completed year of service plus other payments which they would normally be entitled to on termination. Separation payment shall be capped at 26 weeks.

### **6.4 Travel Costs**

- 6.4.1.1 The Employer shall provide all transport between an Employee's normal work location and an alternative work location where possible.
- 6.4.1.2 Where an Employee is required to report directly to alternative work location, which is within an additional 10km of their normal work location, the Employee shall travel by their own means and in their own time.
- 6.4.1.3 Where the alternative work location is more than an additional 10km from their normal work location, then the Employer shall pay the difference as travelling time and car mileage (as per the Australian Taxation Office Standard) for distances in excess of the 10km in each direction.

Note: The 10km referred to in this clause denotes 10km travelling distance by the most direct and practical route and applies to travel in both directions, that is, 10km to work location and 10km returning from work location.

## **6.5 Special Work Agreements**

- 6.5.1.1 The aim of a Special Work Agreement (SWA) is to allow sufficient flexibility for those specific sections of the workforce so that the Employer can provide cost effective and competitive services. SWAs are not intended to supplant or in any way derogate from the minimum work conditions set out in this Agreement.
- 6.5.1.2 The Parties recognise that a SWA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement and/or the Award.
- 6.5.1.3 All SWAs to form part of and continue for the life of this Agreement are listed in Appendix 4.

### **6.5.2 Developing a New Special Work Agreement**

- 6.5.2.1 During the life of this Agreement, either a work group or the Employer may initiate the development of a new SWA. The work group may include all or part of a section, unit or team members as determined by the Parties, but a SWA shall not be made in respect solely of an individual Employee.
- 6.5.2.2 As soon as possible consultation should take place between the relevant Parties – i.e. management, affected Employees of the relevant work team and any relevant union/s. This consultation should involve discussion of the SWA's purpose, changes in working conditions and process for developing the new SWA.
- 6.5.2.3 Establishment of a new SWA will require approval by:
- a) Employer; and
  - b) A simple majority of the affected Employees by a secret ballot.
- 6.5.2.4 All SWAs are to be in writing and will be subject to agreement between the Employer, the affected Employees and any relevant Union/s.
- 6.5.2.5 The coverage of the SWA may include changes in hours of work, working arrangements, annualisations, allowances and other working conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the work group. Where these changes seek to alter this Agreement or any relevant Award, the SWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the SWA, however it is acknowledge that the provisions of the SWA will not diminish the Employees overall conditions.
- 6.5.2.6 It is acknowledged that any SWA agreed to during the life of this Agreement operating under a "Memorandum of Understanding" will not form a part of this Agreement, unless a variation is made to incorporate its terms.
- 6.5.2.7 By the signing of a "Memorandum of Understanding" between Employer and the relevant union/s, a new SWA may commence prior to the expiration of this Agreement on the date specified in the SWA and continue until the expiration of this Agreement, provided it does not disadvantage the affected Employees.
- 6.5.2.8 Such a SWA may be certified with the next Agreement, if all Parties are in agreement, provided not been terminated in accordance with clause 6.5.3.



### **6.5.3 Termination of a Special Work Agreement**

- 6.5.3.1 Memorandum of "Understanding" SWA - A SWA established via a Memorandum of Understanding may be terminated by either party providing eight (8) weeks' notice.
- 6.5.3.2 Certified Agreement SWA:
- a) A SWA certified with this Agreement will continue until such time as it is terminated or replaced by a new Certified Agreement, unless an earlier termination date is specified in the SWA.
  - b) When either party seeks to terminate a SWA which forms part of the existing Certified Agreement, then either party will be required to give eight (8) weeks' notice prior to the expiry or replacement of the current Certified Agreement.
  - c) Any dispute relating to the operation of a SWA will be managed in accordance with the agreed procedures under the Prevention and Settlement of Disputes and Grievances, clause 4.2 of this Agreement.

### **6.5.4 Redundancy/Retrenchment Arrangements**

- 6.5.4.1 The redundancy/retrenchment arrangements are outlined in Appendix 2.

## **7 Working Arrangements**

### **7.1 Hours of Work**

- 7.1.1.1 Full-time Employees who have their terms and conditions governed by the Queensland Local Government Industry (Stream A) Award – State 2017 Division 2 Section 1 shall be required to work an average of 36.25 ordinary hours per week as well as a reasonable amount of overtime as may be required from time to time. All other Employees shall be required to work an average of 38 ordinary hours per week as well as a reasonable amount of overtime.
- 7.1.1.2 Where it is mutually agreed between an Employee or group of Employees and their supervisor, the Employee/s may delay their meal break up to a maximum of two (2) hours, without penalty. The normal meal break shall be taken on the completion of the task at hand.
- 7.1.1.3 An Employee's ordinary hours shall be worked, Monday to Friday, between the hours of 5:00am and 9:00pm.
- 7.1.1.4 Where the Employee is required to finish work after 6:00pm as part of their ordinary hours, the Employee shall receive a loading of 15% in addition to their ordinary rate of pay for that day.
- 7.1.1.5 All ordinary hours shall be worked continuously and shall not consist of any split shifts. Split shifts may only be considered where requested by the Employee, and agreed to by the Employer.
- 7.1.1.6 Where a temporary alteration to the normal start and finish times of an individual Employee or section of Employees is proposed for more than one (1) month in duration, consultation will commence with the Employee/s as early as possible and not less than a two (2) week period, prior to the proposed change of hours.

- 7.1.1.7 Where a temporary alteration that is for more than six (6) months in duration or a permanent alteration to normal start and finish times of an individual Employee or section of Employees is proposed, consultation will commence with the Employee/s and their relevant Union representative as early as possible and not less than a two (2) week period, prior to the proposed change of hours.
- 7.1.1.8 Any alteration to the starting and finishing times as either temporary, that is for more than one (1) month in duration, or a permanent change, then such change shall be recorded in writing.
- 7.1.1.9 Notwithstanding clause 7.1.1.6 and 7.1.1.7 provided that where there is agreement between the Employer and the Employee/s affected by the change of starting and finishing times may be altered without the minimum two (2) weeks' notice.
- 7.1.1.10 Where an agreement cannot be reached the Employer reserves the right to manage its business by implementing changes to start and finish times. Before implementation of any change to start and finish times the Employer shall take into account any personal/hardship issues raised by the Employee, or their nominated Union representative when a temporary alteration that is for more than six (6) months in duration or a permanent alteration is proposed by the Employer.

**7.2 Employees Supervising Other Award Employees**

- 7.2.1.1 All Employees covered by the Queensland Local Government Industry (Stream A) Award – State 2017 who directly supervise Employees who work an ordinary 38 hour week and who are required to work the same hours, shall be paid for 38 hours per week worked at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of 36.25 hours shall be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.

**7.3 Rostered Days Off**

- 7.3.1.1 The Parties to this Agreement recognise the importance of providing ongoing services to rate payers. To this end it is agreed that Employees shall work an amount of additional hours per day that shall be accrued to allow the Employee to have one Rostered Day Off (RDO) in each ten (10) day working cycle.
- 7.3.1.2 An example of a standard RDO fortnight of hours for a full-time Employee with a 30 minute lunch break is depicted in the below table, the RDO day may vary in the fortnight. The day before the RDO will be reduced by six (6) minutes. Alteration to the standard fortnightly hours may be altered through mutual agreement between the Employee/s and the Employer.

|        | Monday | Tuesday | Wednesday | Thursday | Friday |
|--------|--------|---------|-----------|----------|--------|
| Week 1 | 8:04   | 8:04    | 8:04      | 8:04     | 8:04   |
| Week 2 | 8:04   | 8:04    | 8:04      | 7:58     | RDO    |

- 7.3.1.3 On receipt of two (2) days' notice the Employer can request an Employee to work on a RDO by mutual agreement, taking into account the Employee's personal circumstances and the Employee shall receive the applicable penalty rates for that day.
- 7.3.1.4 It shall be clearly understood and agreed that rostering of Employees to accommodate the nine (9) day fortnight will be prepared in such a manner as to maintain existing service levels and efficiency. This may result in a relatively strict roster, which will not



always accommodate individual Employee preferences as to which days are rostered for them; however, the Employer will take into account the Employee's personal circumstances as to not unreasonably deny an Employee's preference.

- 7.3.1.5 Any Employee who falls sick on a RDO shall not receive any further day in lieu thereof.
- 7.3.1.6 Any time accrued by an Employee through the banking of RDOs shall be added to the Employee's Accrued Time Bank (ATB).

#### **7.4 Time Off In Lieu of Payment for Overtime**

- 7.4.1.1 The Employer shall provide payment, at the rate provided for the payment of overtime in the relevant Award for any overtime worked; however the Employee can request that any such time be accrued at ordinary time to the Employee's Accrued Time Bank (ATB).

#### **7.5 Accrued Time Bank**

- 7.5.1.1 Any time accrued by an Employee through either the banking of RDOs or approved TOIL shall be added to the Employee's ATB. Time taken from the ATB may be used in minimum 15 minute increments.
- 7.5.1.2 Any excess over 85 hours will be paid out on a half yearly basis; in February and August each year at ordinary rates after appropriate notification to all employees that the payout process will be triggered in the following pay period.
- 7.5.1.3 If all reasonable steps have been made by the Employee to reduce the time in the ATB to below the threshold; however work demands have resulted in non-approval of leave requests; consideration will then be given on a case by case basis for excess balances in the ATB to be paid out at penalty rates.

#### **7.6 Application of Meal Allowance**

- 7.6.1.1 When an Employee is required to work overtime which is continuous before their normal commencement or after their normal ceasing time, the following shall apply;
  - a) one (1) meal allowance and one half hour paid break; paid at applicable penalty rate; shall be due when overtime continues for more than two (2) hours, and
  - b) one (1) meal allowance and one half hour paid break; paid at applicable penalty rate; shall be due after each further four (4) hours if overtime continues beyond each four (4) hours of overtime.
- 7.6.1.2 When overtime is worked on an RDO, scheduled day off, non-work day or public holiday, the following shall apply;
  - a) one (1) meal allowance and one half hour paid break; paid at applicable penalty rate; shall be due when overtime continues for more than five (5) hours, and
  - b) one (1) meal allowance and one half hour paid break; paid at applicable penalty rate; shall be due after each further (4) four hours if overtime continues beyond each (4) hours of overtime.

## **7.7 Fatigue Rest Provision**

- 7.7.1.1 There shall be a ten (10) hour consecutive break between the conclusion of ordinary/overtime work on one day and the commencement of work on the next day, including weekends and public holidays, and shall be in accordance with the relevant Award provisions, Monday to Sunday inclusive.
- 7.7.1.2 Where an Employee has been required to work extended hours in response to a genuine work need (whether physically attending to call outs or attending to out of hours telephone calls), and they consider they have not had reasonable rest prior to the commencement of the following workday, the following process is to apply:
- 7.7.1.3 The Employee should contact their direct supervisor within 30 minutes prior to their normal start time, and advise of the work related issue they have attended to out of hours and the circumstances of why they do not feel adequately rested to commence duties; and
- 7.7.1.4 The Employee and supervisor should then make arrangement for the Employee to recommence duties after they have had a reasonable rest period.
- 7.7.1.5 The Employee shall be paid for any ordinary time lost as a result of being on a rest period and the time recorded as ordinary time.
- 7.7.1.6 In the situation where an Employee is fatigued due to providing assistance to the community, for example, involvement in an emergency service or jury duty, the Employee can seek an appropriate paid rest period from their supervisor.

*Example: An Employee is called out to a job at 11:00pm and performs work on the job until 4:00am, the Employee is not required to present to work at the ordinary commencement time on that day; however, will be required to present to work at 2:00pm and will cease work at the ordinary finishing time and will be paid for that day as if that Employee was in attendance for the whole ordinary work day.*

## **7.8 End of Year Closedown**

- 7.8.1.1 In line with providing ongoing services to rate payers, the Employer shall determine which services/functions shall remain open over the Christmas/New Year period. Determination shall be made on a business needs basis and may change from year to year. The Employer shall inform relevant Employees at least 12 weeks prior to the Christmas /New Year break if the service/function in which they are employed is required to remain open.
- 7.8.1.2 Employees may use time from their ATB, accrued annual leave, or take the time off as unpaid leave for any End of Year Closedown that may be established.
- 7.8.1.3 The resourcing levels of the affected offices and depots shall be determined by the Employer. In the first instance the Employer shall call for Employees to agree to work during this period. Where the number of Employees agreeing to work is not sufficient, as determined by the Employer, to meet the business needs, the Employer shall direct the necessary Employees to work.

## **7.9 Job Sharing**

- 7.9.1.1 Any permanent full time position may be filled by two (2) Employees on a Job Sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the Employees and the Employer.

- 7.9.1.2 Employees so employed shall be entitled to all leave as prescribed by the Award on a pro-rata basis. All other provisions of the Award and this Agreement shall apply. All job sharing 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 and in order to decide whether to continue with this arrangement. The concerned Employees and management shall jointly conduct the review.

## **8 Leave Entitlements**

### **8.1 Sick/Carer's Leave**

- 8.1.1.1 Sick leave is for when an Employee is ill or injured to the point of being unfit for duty, however it may also be used to attend health appointments with an allied health or health professional and to proactively manage chronic health conditions.
- 8.1.1.2 Carer's leave is conditional upon an Employee being required to care for or support an immediate family or household member who is ill or because an unexpected emergency arises or to care for a person who has experienced domestic violence.
- 8.1.1.3 Where an Employee is unable to attend work due to sick or carers leave they are required to contact their supervisor directly and inform them of their absence as soon as practicable. In contacting their Supervisor the Employee must advise the Employer of the type and expected duration of the sick/carer's leave.
- 8.1.1.4 For the purpose of the clause "as soon as practical" shall mean contact no later than half an hour after the Employee's starting time. Text messages, emails or notification to a third party, such as another Employee, is not acceptable. However, extenuating circumstances in relation to late notification will be considered.
- 8.1.1.5 Full-time Employees shall accrue sick/carer's leave at the rate of one (1) day per month in the first 12 months of employment, thereafter the rate of 15 days per year for each year of continuous service with the Employer.
- 8.1.1.6 Part-time Employees shall accrue sick/carer's leave on a pro-rata basis relative to the ordinary hours worked. Employees shall accrue this type of leave progressively during a year of service. Unused sick/carer's leave is cumulative from year to year; however it shall not be paid out on termination.
- 8.1.1.7 Casual Employees are not entitled to paid sick or carer's leave however they can access unpaid leave or are entitled to be unavailable to attend work or to leave work for the same reasons outlined above.
- 8.1.1.8 To be entitled to be paid sick/carer's leave an Employee must provide the Employer with notice as required under clause 8.1.1.3. A medical certificate or other document suitable such as a statutory declaration to the Employer is required stating that:
- a) the Employee is ill or injured;
  - b) is required to provide care and support to an immediate family member or household;
  - c) because an unexpected emergency arises; or
  - d) to care for or support a person who has experienced domestic violence.

- 8.1.1.9 Documentary evidence is required for all sick/carer's leave claimed:
- a) in excess of two (2) days; and/or
  - b) when sick leave is taken immediately preceding or directly following a public holiday, the commencement of a shift roster or a leave day or rostered day off work.
- 8.1.1.10 Where a statutory declaration is provided in support of a claim for paid sick/carer's leave, such statutory declaration shall be limited to four (4) days. Following this time a medical certificate from a registered health professional, as defined in clause 1.8.1.10 of this Agreement, is required.
- 8.1.1.11 If an Employee takes carer's leave to care for or support a person who has experienced domestic violence, the Employee must provide sufficient evidence for approval. Some examples of evidence may include a report from the police service, court, doctor/health practitioner, counsellor, written advice or a statutory declaration from the Employee.
- 8.1.1.12 Sick/carer's leave may be taken for part of a day.
- 8.1.1.13 An Employee who becomes ill whilst on annual leave and/or long service leave shall be paid sick leave and a corresponding amount of time added to the Employee's annual leave or long service leave entitlement, provided that:
- a) a registered medical practitioner certifies that the Employee would be unfit to perform normal duties for a period of not less than five (5) working days; and
  - b) the Employee notifies the Employer as soon as practicable.
- 8.1.1.14 An Employee in receipt of worker's compensation payments may opt to use sick leave accruals to make up the difference between payments received from Local Government WorkCare and the Employee's average weekly earnings which shall be calculated by:
- a) taking the Employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government WorkCare and this calculated rate shall be the gross amount to be paid by the Employer to the injured Employee.
  - b) the amount debited against the Employee's sick leave accrual shall be on the basis of the hours debited = additional payment divided by the Employee's ordinary hourly rate.

## 8.2 Unpaid Leave

Employees shall be entitled to apply for a period of unpaid leave of absence from work. Unpaid absence from work shall fall into three (3) levels as detailed below:

Level 1 – shall mean any unpaid leave for less than six (6) months;

Level 2 – shall mean any unpaid leave from between six (6) and 12 months;

Level 3 – shall mean any unpaid leave in excess of 12 months.

- 8.2.1.1 Any requests for unpaid leave under Level 1 shall require the Employee to provide their Manager with a written request for unpaid leave with a minimum of four (4) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

- 8.2.1.2 Any requests for unpaid leave under Level 2 shall require the Employee to provide their General Manager with a written request for unpaid leave with a minimum of six (6) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.
- 8.2.1.3 Any requests for unpaid leave under Level 3 shall require the Employee to provide the CEO with a written request for unpaid leave with a minimum of eight (8) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.
- 8.2.1.4 Periods of unpaid leave shall not break the Employee's continuity of service; however the period of unpaid leave shall not count towards the accrual of any entitlements that would usually apply statutorily to the Employee.

### **8.3 Annual Leave**

#### **8.3.1 Accruals**

- 8.3.1.1 Full-time Employees who work 36.25 ordinary hours per week shall be entitled to 145 hours of paid annual leave at the completion of each year of service. Those full-time Employees who work a 38 ordinary hour week shall be entitled to 152 hours of annual leave at the completion of each year of service. Annual leave is accrued proportionately on a fortnightly basis.
- 8.3.1.2 Part-time and fixed-term Employees shall accrue annual leave on a pro-rata basis according to the Employee's ordinary hours of work. Due to the nature of the employment contract casual Employees shall not accrue any annual leave.
- 8.3.1.3 Where an Employee is engaged on continuous shift work as defined in clause 1.8.1.4 of this Agreement and works 36.25 ordinary hours per week they shall be entitled to an additional 36.25 ordinary hours of paid annual leave at the completion of each year of service. Annual leave is accrued proportionately on a fortnightly basis.
- 8.3.1.4 Provided that where an Employee does not work the full year on continuous shift work, they shall be entitled to a pro-rata benefit for the time worked on continuous shift work.

#### **8.3.2 Access to Annual Leave**

- 8.3.2.1 Annual leave shall be exclusive of any statutory holiday that occurs during the period. Where an Employee accrues in excess of two (2) years' entitlements of annual leave the Employer may request the Employee to take such leave at a mutually agreed time. However, should the Employee not submit an application within four (4) weeks to reduce the excessive leave balance, within three (3) months then the Employer may direct the Employee to reduce the leave balance on the provision of two (2) weeks' notice. An Employee may elect, with the consent of the Employer, to take annual leave in single day periods; however, Employees shall take a minimum of one (1) by two (2) week block of annual leave in any two (2) year period commencing from 1 January 2019.

#### **8.3.3 Notice of Taking of Annual leave**

- 8.3.3.1 Employees shall be required to provide the Employer with at least two (2) week's written notice of their intention to take annual leave unless otherwise agreed. The Employer shall attempt to comply with an Employee's request for annual leave and where mutual agreement cannot be gained or operational requirements dictate, the Employer may refuse to grant the request for annual leave.

### **8.3.4 Payment**

- 8.3.4.1 All monies owing to an Employee for annual leave purposes shall be paid to the Employee incrementally on their usual pay day, unless other arrangements are mutually agreed between the Employee and the Employer. Payment for annual leave shall attract an additional payment of a leave loading of 17.5% on the Employee's ordinary hourly rate of pay.
- 8.3.4.2 Should an Employee's employment be terminated under the terms of this Agreement prior to the Employee working a full year, the Employee shall be paid any annual leave they have accrued in line with this agreement.

### **8.3.5 Cashing out Annual Leave**

- 8.3.5.1 An Employee may request in writing for a particular amount of their annual leave to be paid out. Employees must retain an accrued annual leave balance of not less than four (4) weeks. Annual leave loading; where applicable; shall be included in the paid out amount.
- 8.3.5.2 Any Employee who is seeking to cash out part of their annual leave shall have taken at least a continuous two (2) week period of annual leave within the 12 months prior to the request for cashing out of annual leave being submitted.

## **8.4 Long Service Leave**

- 8.4.1.1 All permanent Employees of the Employer shall accrue a long service leave entitlement at the rate of 1.3 weeks for each year of continuous service and shall not be payable prior to seven (7) years continuous service. Part time and long term casual Employees shall be entitled to long service leave on a pro rata basis in relation to the ordinary hours worked.
- 8.4.1.2 Long service leave may be taken on a pro rata basis on the pro rata accruals whilst in service after completion of seven (7) years continuous service with local government in Queensland.
- 8.4.1.3 Accrued long service leave may be taken in minimum lots of four (4) days at one time.
- 8.4.1.4 Where an Employee has accrued long service leave in excess of 26 weeks, the Employee shall be required to discuss participation in a leave reduction scheme. Such scheme may require the Employee to reduce their accrued long service leave over an agreed period of time.
- 8.4.1.5 If the Employer and Employee cannot agree on the timing of the leave, it may be decided when the Employee is to take leave by giving the Employee at least three (3) months written notice of the date on which the Employee must take at least four (4) weeks long service leave.

## **8.5 Parental Leave**

### **8.5.1 Paid Parental Leave**

- 8.5.1.1 Employees will be eligible to apply for paid parental leave after 12 months continuous service with the Employer. Parental leave includes maternity leave, spousal leave, surrogacy leave and adoption leave.



- 8.5.1.2 Eligible Employees are entitled to an unbroken period of up to 52 weeks parental leave if they are responsible for the care of the child.
- 8.5.1.3 Part-time Employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 12 months.
- 8.5.1.4 All entitlements will accrue during this period of paid leave; however the period of unpaid leave shall not count towards the accrual of any entitlements that would usually apply statutorily to the Employee.
- 8.5.1.5 Paid parental leave may be taken at either full pay or half pay at the request of the Employee.
- 8.5.1.6 Such absences for parental leave shall be supported by appropriate medical documentation.

## **8.5.2 Maternity Leave**

- 8.5.2.1 Eligible Employees who have given birth and are responsible to care for the child are entitled to 14 weeks paid maternity leave. Employees are eligible to also take any accrued leave and/or unpaid leave within a 52 week period.
- 8.5.2.2 The remaining maternity leave may be taken as leave without pay, or take the option of having any accrued annual leave paid at full pay to a maximum of 52 weeks.

## **8.5.3 Special Maternity Leave**

- 8.5.3.1 Special maternity leave and/or sick leave applies if, before an Employee starts maternity leave their pregnancy terminates before the expected birth or the Employee suffers illness related to the pregnancy.
- 8.5.3.2 Employees are entitled to unpaid special maternity leave and/or paid sick leave for the period outlined by a medical practitioner's certificate, which does not count towards the period of parental leave.

## **8.5.4 Adoption Leave**

- 8.5.4.1 Eligible Employees who are responsible for the care of the child; are entitled to ten (10) weeks paid adoption leave in relation to the adoption of a child; any accrued leave and/or unpaid leave within the 52 week period.
- 8.5.4.2 To be eligible for adoption leave certain requirements need to be satisfied; the child:
  - a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child;
  - b) has not, or shall not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child; and
  - c) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner.

### **8.5.5 Special Adoption Leave**

8.5.5.1 Employees who are seeking to adopt a child are entitled to up to two (2) days unpaid leave to attend compulsory interviews or examinations as part of the procedure for adoption.

### **8.5.6 Surrogacy Leave**

8.5.6.1 Eligible Employees who are responsible for the care of the child under a surrogacy arrangement; are entitled to ten (10) weeks paid surrogacy leave, any accrued leave and/or unpaid leave within the 52 week period.

### **8.5.7 Special Surrogacy Leave**

8.5.7.1 An Employee who is an intended parent under a surrogacy arrangement is entitled to up to two (2) days unpaid leave to attend compulsory interviews or court hearings associated with the surrogacy arrangement.

### **8.5.8 Spousal Leave**

8.5.8.1 Eligible Employees are entitled to eight (8) weeks spousal leave in relation to the birth, adoption or surrogacy of their child.

8.5.8.2 An Employee is entitled to two (2) weeks paid spousal leave in connection with the birth of their child. The Employee is entitled to a further period of six (6) weeks unpaid spousal leave. The leave must be taken within a 52 week period, in one unbroken period or for minimum periods of two (2) weeks at a time.

8.5.8.3 An Employee is entitled to eight (8) weeks unpaid spousal leave for the adoption or surrogacy of their child. This leave can be taken in a broken or unbroken period; however, if the leave is not taken immediately after the child is placed (adoption) or commences residency (surrogacy) with the Employee, the leave must be taken for a minimum of a two (2) week period.

### **8.5.9 Keeping in Touch Days**

8.5.9.1 To enable Employees on unpaid parental leave to keep in touch and to ease their return to employment the Employee can utilise a maximum of ten (10) keeping in touch days during their leave period. If the Employee works a keeping in touch day it does not break or extend the leave period.

8.5.9.2 Agreement must be made between the Employee and Employer to work a keeping in touch day during the period of leave. Any agreed keeping in touch days worked by the Employee will be paid.

### **8.5.10 Part Time Return from Parental Leave**

8.5.10.1 An Employee may apply to return to work on a part time basis until the child is enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.

## **8.6 Bereavement Leave**

8.6.1.1 Employees other than casual Employees may be granted up to five (5) days bereavement leave, on full pay on each occasion, where the deceased person was a member of the immediate family of the Employee.



- 8.6.1.2 This shall be subject to the production of evidence of death satisfactory to the Employer, or the completion of a statutory declaration under the provisions of the Oaths Act 1867.
- 8.6.1.3 Periods of a longer duration shall be subject to approval by the relevant General Manager and shall be determined on an individual, case by case basis.

## **8.7 Compassionate Leave**

- 8.7.1.1 Employees other than casual Employees may be granted up to two (2) days paid leave on each occasion where a member of their immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to the person's life.
- 8.7.1.2 This shall be subject to the production of evidence satisfactory to the Employer, such as a medical certificate or statutory declaration.

## **8.8 Emergency Services Leave**

- 8.8.1.1 The Employer supports Employees who participate in emergency service activities. Employees, who have registered as an emergency services volunteer with an organisation recognised by the Employer, and are required to attend an emergency, will not receive any loss of pay for the period. The leave is paid at the Employee's ordinary base rate excluding loadings, penalty rates and allowances.
- 8.8.1.2 Emergency organisations recognised by the Employer include the:
- a) Rural Fire Brigade;
  - b) SES – State Emergency Service; and
  - c) QAS – Queensland Ambulance Service.
- 8.8.1.3 Unpaid emergency services leave is available to Employees who engage in voluntary emergency activities other than those emergency organisations identified above that involve dealing with an emergency or natural disaster for a recognised emergency management entity and are registered members of that entity.
- 8.8.1.4 Where members are required to attend an emergency they must obtain approval from their immediate supervisor at the earliest opportunity. This approval will be dependent on the impact of the loss of that Employee on the work/service on which the Employee was engaged at the time of the requested attendance at that emergency.

## **8.9 Armed Services Leave**

- 8.9.1.1 The Employer supports Employees who participate and have registered their Australian Defence Force Reservist (ADFR) enlistment. Where a registered Employee is required to participate in ADFR activities, they are eligible to request paid time off work to fulfil their ADFR obligations.

## **8.10 Natural Disaster Leave**

- 8.10.1.1 If an event beyond an Employee's reasonable control prevents an Employee from travelling from their normal place of residence to their normal place of work, then line management may approve "Natural Disaster Leave" paid at ordinary time only. Events

may include but are not limited to flooding and bush fires. It does not need to be officially declared a natural disaster event for an Employee to access this leave.

8.10.1.2 Approval shall depend upon Employees being able to demonstrate that they made all reasonable efforts to attend work.

8.10.1.3 Provided that during the day in question the Employee was reasonably able to attend work and they did not, no payment shall be provided for the day unless the Employee utilises previously accrued leave other than Long Service Leave.

Example: An Employee who cannot attend work due to water over the road at the Employee's usual time of leaving their residence and later in the day the water recedes which would allow the Employee to attend work; the Employee would be required to attend work when possible in order to receive payment for the full day.

8.10.1.4 This provision is not restricted to water over the road and shall apply to any reason that any impediment arising from a natural disaster that prevents an Employee from attending work.

8.10.1.5 Where an Employee is able to attend any of the Employer's administrative offices, depots or other such places the Employee is required to do so. An Employee attending such a workplace shall, if required, carry out duties that are commensurate with the Employee's skill, training and experience even though the work required may not be the Employee's normal work.

*Example: Where an Employee who lives at Gracemere and whose normal location for work is Rockhampton; is prevented from attending work in Rockhampton due to flood waters; that Employee will be required to present to the Gracemere office/depot at the usual commencement time and undertake work commensurate with their skills and abilities. Should it not be possible or practicable for that Employee to undertake any work commensurate with their skills and abilities at the Gracemere office/depot they will be sent home and would then be eligible for the Natural Disaster Leave payment. Such Employee is required to attend the Gracemere office/depot each ordinary workday morning to be eligible for the payment on subsequent days and until the flood waters recede sufficiently to allow access to Rockhampton.*

8.10.1.6 The CEO will give consideration to natural disaster leave for an Employee or group of Employees to attend to personal property before and after an event on a case by case basis.

8.10.1.7 Employees shall not place themselves at risk in attempting to arrive at work to meet their obligations under the Natural Disaster Leave clauses.

## **8.11 Cultural Leave**

8.11.1.1 Where an Employee is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony they may take up to five (5) days unpaid cultural leave each year.

## **8.12 Domestic and Family Violence Leave**

8.12.1.1 The Employer recognises that Employees may experience situations of domestic or family violence that may affect their wellbeing, attendance or performance at work. The Employer is committed to providing leave and support to Employees who experience domestic or family violence.

- 8.12.1.2 Domestic violence has the meaning and behaviours given by the *Domestic and Family Violence Protection Act 2012* and may include verbal abuse, social abuse, financial abuse, emotional abuse, physical assault, sexual assault, property damage, and controlling or harassing behaviour.
- 8.12.1.3 An Employee other than a casual Employee shall be entitled to ten (10) days paid domestic and family violence leave per calendar year if the Employee has experienced domestic violence and the Employee needs to take leave as a result of the domestic violence. The CEO will consider requests for additional domestic and family violence leave on a case by case basis.
- 8.12.1.4 Some examples for taking domestic or family violence leave, may include but not limited to:
- a) Recovering from an injury caused by the violence;
  - b) Attending an appointment related to the violence which may include counselling, legal advice, police reporting and/or medical treatment;
  - c) Preparing or attending for a court appearance related to the violence;
  - d) Finding housing necessary because of the violence; and
  - e) Organising child care or the education of a child that is necessary because of the violence.
- 8.12.1.5 The Employer will offer other mechanisms for support which may include but not limited to:
- a) Access to other forms of leave including sick leave, annual leave or leave without pay required in ongoing circumstances;
  - b) Flexible working arrangements, including changes to work hours consistent with the needs of the Employer;
  - c) Changing work location, telephone number or email address; and
  - d) Approving additional counselling and pastoral service sessions through the Employer's Employee assistance program.
- 8.12.1.6 An Employee's entitlement for domestic or family violence leave does not accumulate from year to year.
- 8.12.1.7 Domestic or family violence leave may be taken for part of a day.
- 8.12.1.8 This shall be subject to the production of evidence satisfactory to the Employer, some examples of evidence may include a report from the police service, court, doctor/health practitioner, counsellor, written advice or a statutory declaration from the Employee, however in principle requests for leave associated with these situations will not be refused.
- 8.12.1.9 All personal information concerning domestic or family violence will be kept strictly confidential and only shared with Employees who have a genuine need to know or disclosure is permitted under an Act.

## **9 Allowances**

### **9.1 On Call Allowance**

#### **9.1.1 On call**

- 9.1.1.1 Employees directed to remain on call must be able to be contacted and be able to respond within a half-hour of being contacted, and must be 'fit for duty'.
- 9.1.1.2 An Employee shall not be considered to be on call due solely to a customary/planned arrangement whereby the Employee returns to the Employer's premises outside hours to perform a specific job.
- 9.1.1.3 Employees covered by this clause shall no longer be entitled to any additional on call allowance under the relevant Award for being on call.

#### **9.1.2 On Call - Monday to Friday**

- 9.1.2.1 An Employee required to remain on call during any day or night outside their ordinary working hours shall be paid an on call Allowance of \$15.80 for each day and/or night during which they remain on call on weekdays only.
- 9.1.2.2 Provided that if any Employee whilst on call is called out and required to perform any work for which rates of pay are fixed by a relevant Award or this Agreement, they shall be paid for the time so worked at the overtime rate prescribed.

#### **9.1.3 On Call - Saturday**

- 9.1.3.1 Where an Employee is directed to remain on call on Saturday, they shall be paid a sum equal to four (4) hours ordinary pay.
- 9.1.3.2 Provided that if any Employee, whilst on call, is called out and required to perform any work for which rates of pay are fixed by a relevant Award or this Agreement, they shall be paid for the time so worked at the overtime rate prescribed. This shall be in addition to the sum equal to four (4) hours ordinary pay.

#### **9.1.4 On Call - Sunday and Statutory Holidays**

- 9.1.4.1 Where an Employee is required to remain on call on any Sunday or statutory holiday, they shall be paid for each Sunday or statutory holiday a sum of eight (8) hours at their ordinary rate. In the case of statutory holidays only, the Employee shall be credited for one (1) day's leave exclusive of leave loading.
- 9.1.4.2 If any Employee, whilst on call, is called out and required to perform work for which rates of pay are fixed by a relevant Award or this Agreement, they shall be paid for the time so worked at the overtime rate prescribed in lieu of the ordinary rate and the on call payment shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of eight (8) hours.
- 9.1.4.3 If the time worked by the Employee at overtime rates is eight (8) hours or more, then the Employee shall be entitled to receive payment for the time worked beyond eight (8) hours at the applicable overtime rate without any further reduction in the on call payment.

## 9.2 Call Out Rates

9.2.1.1 A call out will occur when an Employee, whether on call or not, is required to leave their place of residence or another location which is not a place of work when receiving the call and are required to attend a site/location in order to assess and/or rectify the situation which gave rise to the call out. The initial call out for a day will be paid at a minimum rate of four (4) hours pay at the appropriate penalty rate, and any subsequent call out on that day will be paid at a minimum of two (2) hour pay at the appropriate penalty rate.

*Example 1: An Employee finishes work at 4.00pm and is called out at 7:00pm to attend to an incident and should that incident be dealt within 1.5 hours and the Employee returns home and then receives another call out at 9:00pm and the Employee completes this incident within one (1) hour – the Employees will receive a total of six (6) hours at the appropriate rates of pay to cover both of those call outs. If only the first call out occurred a minimum of four (4) hours is payable at the appropriate rates of pay.*

## 9.3 Short Term Remote Call out

9.3.1.1 An on call Employee required to respond to after-hours calls, within the normal span of hours, for assistance/work via telephone or computer and such matter involves the Employee in no more than 15 minutes to assess and rectify; and not required to personally attend onsite or leave their present location to a call out; will be paid a minimum of one (1) hour at the applicable penalty rate.

9.3.1.2 Any subsequent call out not requiring attendance onsite will be similarly paid unless any such call out occurs within an hour of a previous remote call out.

9.3.1.3 Should an on call Employee required to respond to after-hours calls for assistance/work via telephone or computer respond to such a call outside of the normal span of hours the provisions of clause 9.2 will apply.

## 9.4 Living Away Allowance

9.4.1.1 From time to time, an Employee, given reasonable notice except in cases of an emergency, may be required to live away from home in order to perform their normal duties.

9.4.1.2 Such Employee (other than apprentices) shall be entitled to the following:

- a) The Employer shall provide suitable transport between their home depot and the place of accommodation.
- b) For the period that the Employee works in such a location the place of accommodation shall be deemed as their home depot.
- c) No Employee shall be expected to stay away from home over weekends or public holidays that are more than one (1) day in duration.
- d) The Employer shall arrange and pay for suitable commercial/private accommodation near the work-site.
- e) The Employer shall reimburse the reasonable cost of three (3) meals a day during such work.

- f) The Employer shall pay an allowance of \$30.00 per day to cover the cost of any other incidental expenses whilst living away.

9.4.1.3 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for living away from home.

## **9.5 First Aid Allowance**

9.5.1.1 An Employee who is appointed by the Employer as a First Aid Attendant in their given work area and is the current holder of an appropriate first aid qualification shall be paid a \$16.95 weekly allowance. This payment shall be dependent upon the First Aid Attendant complying with the requirements of the position.

9.5.1.2 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under the relevant Award for being a first aider.

## **9.6 Meal Allowance**

9.6.1.1 An Employee shall be supplied with a reasonable meal at the Employer's expense or be paid \$19.00, at all paid meal breaks prescribed in the relevant Award or this Agreement.

9.6.1.2 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for meals.

9.6.1.3 The quantum of this allowance will be reviewed at the expiry of this Agreement.

## **9.7 Cleaning Public Facilities Allowance**

9.7.1.1 Employees engaged in the cleaning of the Employer's facilities where they are required to clean up human excrement (including vomit) other than merely hosing them shall be paid an allowance of \$2.55 per day.

9.7.1.2 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for cleaning toilets.

## **9.8 Live Sewer**

9.8.1.1 The Parties agree that for the purposes of claiming any relevant 'Live Sewer Allowance' the correct and intended definition of live sewer exposure is those Employees who are working in direct physical contact with live sewerage or direct aerial contact with live sewerage work.

9.8.1.2 Live sewer allowance shall be paid at the rate of time and a half for all relevant Employees.

9.8.1.3 For the avoidance of doubt for 'direct aerial contact' to apply, the following criteria must be met:

- a) The Employee must be working in direct support of another Employee who is directly physically exposed to live sewerage and only for the period that the direct physical exposure exists; and
- b) The work requires the Employee to be in direct physical contact with tools, parts or fittings that are being used for the live sewerage work at that time; and/or

- c) The Employee would have to place some part of their body into the excavation or other space where the direct physical exposure is occurring for them to properly and safely complete the assigned task.

- 9.8.1.4 The payment of the allowance applies only for the period that the above criteria are being met and immediate clean up at the worksite where the exposure occurs.
- 9.8.1.5 Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than four (4) hours at the appropriate rates.
- 9.8.1.6 The allowance shall be calculated using the base rate applicable and not any annualised 'All Purpose Rate' that might apply for other purposes in accordance with the terms of this Agreement.

## **9.9 Working with Synthetic Fluids and Oils Allowance**

- 9.9.1.1 Suitably qualified and accredited mechanics/fitters who in their day to day duties are exposed to synthetic oils, fluids, and coolants in the maintenance and repair of the following shall be paid an extra allowance of \$0.35c for each hour worked with such substances;
  - a) Power steering units
  - b) Braking systems
  - c) Automatic transmissions
  - d) Air conditioning units.

## **9.10 Working in the Rain**

- 9.10.1.1 Working in the rain shall only occur if it is essential as determined by line management or as required in emergent circumstances.
- 9.10.1.2 Where people are required to work in the rain, they shall be issued with wet weather gear to protect their clothing. Where wet weather gear has been issued, the Employee must have it available for use and this wet weather gear must be worn in the appropriate manner in all circumstances during period of rain. At the end of the task, the Employee, where practicable, may return home to change into dry clothing including appropriate footwear and return to work.
- 9.10.1.3 Where an Employee is directed by their supervisor to perform work in the rain, the Employee must wear the issued wet weather gear and by so doing gets their clothing wet they shall be paid double rates for all work so performed. Double rates meaning additional ordinary time for the period worked. Such payment shall continue until the Employee finishes work or until the clothing dries or is able to be changed whichever is earlier.
- 9.10.1.4 An Employee entitled to an additional payment pursuant to this allowance shall not be entitled to any additional payment for Wet Places. At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant award for working in rain.



- 9.10.1.5 Where Employees are unable to carry out their normal duties due to natural events and are not required for urgent work, they agree to actively participate in relevant training or other productive activity.

## **9.11 Annualised Allowances**

- 9.11.1.1 The Employer in recognising the continuing nature of “Locality Allowance” to all employees engaged under the Queensland Local Government Industry (Stream A) Award – State 2017 Division 2 Section 1 agrees to annualise this allowance.
- 9.11.1.2 The Employer shall hereby include within the classification structure the payment of \$18.70 per week for all employees remunerated under the Local Government Industry (Stream A) Award – State 2017 Division 2 Section 1.
- 9.11.1.3 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under the relevant Award for Locality Allowance.
- 9.11.1.4 The annualised rate, which incorporates the annualised allowances, shall be referred to as the ‘All Purpose Rate’ and shall be used for the calculation of superannuation and leave benefits.

# **10 Union Representation**

## **10.1 Union Recognition**

- 10.1.1.1 This Agreement recognises the Union Parties to this Agreement and the provisions in the relevant Awards apply.
- 10.1.1.2 The Employer will provide information regarding Union involvement in the workplace and all relevant Union contacts to all Employees as well as new Employees through the induction process.

## **10.2 Responsibilities and Rights of Union Representatives**

- 10.2.1.1 Organisers or other officials shall have the following responsibilities when dealing with the Employees of the Employer:
- a) Minimise disruption associated with Union consultation.
  - b) Provide reasonable notice to line management prior to holding discussions with Employees. Reasonable notice shall mean notice that minimises disruption to any scheduled work program.
  - c) Ensure management are aware of issues early to encourage speedy rectification.
  - d) To understand and recognise the legitimate business obligations of Employer while seeking the best possible arrangements for their members.
- 10.2.1.2 Union Delegates shall be afforded the following rights to:
- a) Be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.



- b) Formal recognition by the Employer that endorsed Union Delegates speak on behalf of union members in the workplace on matters relating to applicable industrial legislation and industrial instruments.
- c) Bargain collectively on behalf of those they represent.
- d) Consultation and access to reasonable information about the workplace and the business.
- e) Reasonable paid time to represent the interest of members to the Employer and industrial tribunals.
- f) Reasonable paid time during normal working hours to consult with Union members following management approval.
- g) Reasonable paid time, at ordinary rates, to participate in the operation of the Union that is specific to the Employer.
- h) Reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.
- i) Place Union information relevant to Employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.

### **10.3 Trade Union Training Leave**

- 10.3.1.1 Upon written application by an Employee to the Employer such application being endorsed by the Union and giving to the Employer at least one month's notice, such Employee shall be granted up to 10 working days' leave (non-cumulative) on ordinary pay in any two calendar year period to attend courses and seminars, committee meetings and specific training conducted by the Union. Other courses mutually agreed between the Union and the Employer may be included under clause 2.4.
- 10.3.1.2 For the purpose of clause 10.3.1.1 "ordinary pay" shall mean at the ordinary weekly rate paid to the Employee exclusive of any allowance for travelling time and fares or shift work.
- 10.3.1.3 The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.
- 10.3.1.4 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.
- 10.3.1.5 In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.
- 10.3.1.6 Leave granted to attend courses will not incur additional payment if such course coincided with the Employee's non work day in their ordinary weekly hours or with any other concessional leave. Such paid leave will not affect other leave granted to Employees under this Agreement.

## **10.4 Right of Entry**

- 10.4.1.1 An official or officer of the Unions shall have the right to enter the Employer's establishment during working hours for the purposes of conducting appropriate union business, provided that there shall be minimal disruption to work by the representative of the union membership, and as long as the Union official has notified the appropriate management that they are attending the workplace.

## **10.5 Access to Union Officials**

- 10.5.1.1 The Employer shall allow unrestricted access by its Employees during normal working hours to accredited officials of the Union Parties to this Agreement, subject to business needs and in consultation with the relevant supervisor.

## **10.6 Union Fees Paid by Payroll Deduction**

- 10.6.1.1 The Employer shall, on the request in writing of any Employee, pay to a Union nominated by the Employee out of the money due to such Employee in respect of wages, the annual contribution of such Employee as a member of that Union with such payment being through a payroll deduction scheme.

## **10.7 Access and Facilities**

- 10.7.1.1 The following facilities shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement:
- a) Reasonable access to facilities and administrative support/equipment such as word processing, photocopying, postal system internal mail, telephone, storage facilities and meeting rooms; and
  - b) Access to a room with normal office facilities shall be provided for representatives of the Parties to discuss matters associated with consultative forums established under this Agreement.

# **11 No Extra Claims**

## **11.1 No Extra Claims**

- 11.1.1.1 State Wage Case variations shall not apply during the life of this Agreement. Any Arbitrated Safety Net Adjustments or general adjustments shall be absorbable.
- 11.1.1.2 The Parties shall; other than provided under a Special Work Agreement; up to the nominal expiry date of this Agreement:
- a) not pursue any extra wage claim, whether award or over award;
  - b) not seek any changes to conditions of employment except for those matter reserved by this agreement.

## 12 Appendix 1 – Wage/Salary Increases

Please note that the LGIA (Stream A) rates listed below are inclusive of the annualised Locality Allowance of \$972.40 per annum, however this annualised allowance is not included in the base rate increases over the three and half (3½) years. The rates depicted in the table below are based on a 36.25 ordinary hour week.

The following table includes the annual increases of 2.55% or Consumer Price Index (CPI) whichever is the greater per year commencing from 1 July 2018 subject to this Agreement being certified by the QIRC.

CPI - shall be the relevant March Quarter All Groups, applicable to Brisbane percentage change (from corresponding quarter of the previous year) CPI catalogue 6401.0 as published by the Australian Bureau of Statistics.

| Classification | Current as at 30/06/2018 per annum | As at 1/07/2018      | As at 1/07/2019      | As at 1/07/2020      | As at 1/07/2021      |
|----------------|------------------------------------|----------------------|----------------------|----------------------|----------------------|
|                |                                    | Plus 2.55% per annum | Plus 2.55% per annum | Plus 2.55% per annum | Plus 2.55% per annum |
| StrA Level 1.1 | \$53,626.69                        | \$54,969.37          | \$56,346.29          | \$57,758.33          | \$59,206.37          |
| StrA Level 1.2 | \$54,444.57                        | \$55,808.11          | \$57,206.42          | \$58,640.39          | \$60,110.92          |
| StrA Level 1.3 | \$55,750.82                        | \$57,147.67          | \$58,580.14          | \$60,049.13          | \$61,555.59          |
| StrA Level 1.4 | \$56,993.41                        | \$58,421.94          | \$59,886.91          | \$61,389.23          | \$62,929.86          |
| StrA Level 1.5 | \$58,278.04                        | \$59,739.33          | \$61,237.89          | \$62,774.66          | \$64,350.61          |
| StrA Level 1.6 | \$59,423.59                        | \$60,914.09          | \$62,442.61          | \$64,010.10          | \$65,617.56          |
| StrA Level 2.1 | \$60,846.05                        | \$62,372.82          | \$63,938.54          | \$65,544.17          | \$67,190.75          |
| StrA Level 2.2 | \$62,251.22                        | \$63,813.83          | \$65,416.29          | \$67,059.61          | \$68,744.83          |
| StrA Level 2.3 | \$63,657.05                        | \$65,255.51          | \$66,894.73          | \$68,575.75          | \$70,299.64          |
| StrA Level 2.4 | \$65,060.98                        | \$66,695.24          | \$68,371.17          | \$70,089.84          | \$71,852.34          |
| StrA Level 3.1 | \$66,464.89                        | \$68,134.95          | \$69,847.60          | \$71,603.91          | \$73,405.02          |
| StrA Level 3.2 | \$67,870.08                        | \$69,575.98          | \$71,325.37          | \$73,119.37          | \$74,959.12          |
| StrA Level 3.3 | \$69,277.73                        | \$71,019.51          | \$72,805.71          | \$74,637.46          | \$76,515.92          |
| StrA Level 3.4 | \$70,679.83                        | \$72,457.37          | \$74,280.23          | \$76,149.58          | \$78,066.60          |
| StrA Level 4.1 | \$72,083.76                        | \$73,897.10          | \$75,756.68          | \$77,663.68          | \$79,619.30          |
| StrA Level 4.2 | \$73,492.64                        | \$75,341.91          | \$77,238.33          | \$79,183.11          | \$81,177.49          |
| StrA Level 4.3 | \$75,041.87                        | \$76,930.64          | \$78,867.58          | \$80,853.90          | \$82,890.88          |
| StrA Level 4.4 | \$76,664.65                        | \$78,594.80          | \$80,574.17          | \$82,604.02          | \$84,685.62          |
| StrA Level 5.1 | \$78,299.19                        | \$80,271.02          | \$82,293.13          | \$84,366.81          | \$86,493.37          |
| StrA Level 5.2 | \$79,857.69                        | \$81,869.26          | \$83,932.13          | \$86,047.60          | \$88,217.02          |
| StrA Level 5.3 | \$81,556.49                        | \$83,611.38          | \$85,718.67          | \$87,879.70          | \$90,095.84          |
| StrA Level 6.1 | \$84,383.55                        | \$86,510.54          | \$88,691.76          | \$90,928.60          | \$93,222.49          |

| <b>Classification</b>             | <b>Current as at 30/06/2018 per annum</b> | <b>As at 1/07/2018</b> | <b>As at 1/07/2019</b> | <b>As at 1/07/2020</b> | <b>As at 1/07/2021</b> |
|-----------------------------------|---|------------------------|------------------------|------------------------|------------------------|
| StrA Level 6.2                    | \$87,211.84                               | \$89,410.95            | \$91,666.13            | \$93,978.82            | \$96,350.49            |
| StrA Level 6.3                    | \$90,041.98                               | \$92,313.26            | \$94,642.45            | \$97,031.03            | \$99,480.53            |
| StrA Level 7.1                    | \$92,870.26                               | \$95,213.65            | \$97,616.80            | \$100,081.23           | \$102,608.51           |
| StrA Level 7.2                    | \$95,697.89                               | \$98,113.39            | \$100,590.48           | \$103,130.74           | \$105,735.78           |
| StrA Level 7.3                    | \$98,526.20                               | \$101,013.82           | \$103,564.88           | \$106,180.98           | \$108,863.80           |
| StrA Level 8.1                    | \$101,920.74                              | \$104,494.93           | \$107,134.75           | \$109,841.89           | \$112,618.06           |
| StrA Level 8.2                    | \$105,315.93                              | \$107,976.69           | \$110,705.30           | \$113,503.49           | \$116,373.03           |
| StrA Level 8.3                    | \$108,710.48                              | \$111,457.80           | \$114,275.17           | \$117,164.40           | \$120,127.29           |
| StrA Level 8.4                    | \$111,896.69                              | \$114,725.26           | \$117,625.96           | \$120,600.62           | \$123,651.14           |
| StrA Level 8.5                    | \$115,082.93                              | \$117,992.74           | \$120,976.76           | \$124,036.87           | \$127,175.02           |
|                                   |   |                        |                        |                        |                        |
| StrA Level 1.1<br>20<21yrs at 90% | \$48,361.26                               | \$49,569.67            | \$50,808.90            | \$52,079.74            | \$53,382.97            |
| StrA Level 1.1<br>19<20yrs at 80% | \$43,095.83                               | \$44,169.98            | \$45,271.51            | \$46,401.14            | \$47,559.58            |
| StrA Level 1.1<br>18<19yrs at 70% | \$37,830.40                               | \$38,770.28            | \$39,734.12            | \$40,722.55            | \$41,736.18            |
| StrA Level 1.1<br><18yrs at 60%   | \$32,564.97                               | \$33,370.58            | \$34,196.73            | \$35,043.96            | \$35,912.78            |

## **13 Appendix 2 – Redundancy/Retrenchment Provisions**

### **13.1 Application**

- 13.1.1.1 This Agreement shall operate in respect of all Employees of the Employer and whose positions have been declared redundant.

### **13.2 Definitions**

- 13.2.1.1 Redeployment - is a process of transferring Employees to alternative positions within Council, where their existing position has been declared redundant.
- 13.2.1.2 Retraining - includes an analysis of Employees' current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the Employee's redeployment.
- 13.2.1.3 Redundancy - position becomes redundant when the Employer's need for work, or quantity of work, of a particular kind has diminished or ceased.
- 13.2.1.4 Involuntary Retrenchment - means the termination (at the initiative of management) of employment of Employees who are in redundant positions, and who are unable to be redeployed.
- 13.2.1.5 Voluntary Retrenchment – means that a financial incentive is offered by the Employer to its Employees with the purpose of attracting volunteers to terminate their employment with the Employer due to, but not limited to, downsizing or restructuring.
- 13.2.1.6 Ordinary Rate of Pay – Ordinary rate of pay for redundancy payments shall mean the Employee's current ordinary hourly rate of pay.
- 13.2.1.7 Actual Rate of Pay – Actual rate of pay is the ordinary rate of pay as at the date of redeployment.
- 13.2.1.8 Continuous Service - As defined in the Award.

### **13.3 Objectives**

- 13.3.1.1 The chief objectives of this appendix are:
- a) To maintain, where possible, Employees whose positions have become redundant in continued employment within the Employer;
  - b) To retain such Employees where necessary;
  - c) To pay monetary compensation to such Employees who are unable to be redeployed and whose employment is to be terminated; (compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit.) and;
  - d) To assist Employees to find employment outside the service of the Employer.

### **13.4 Notice of Redundant Position**

- 13.4.1.1 Notice of redundant position means the formal advice to the Employee that their position is to become redundant. Any Employees whose positions are to be made

redundant and, if requested by the Employee, their Unions representative shall receive formal notification of impending redundancy as soon as possible.

### **13.5 Notice of Involuntary Retrenchment**

- 13.5.1.1 Notice of involuntary retrenchment means the notice to an Employee that their services are terminated as a result of their position being made redundant and redeployment not being achieved at the time of this notice being issued. In such circumstances, Employees shall receive notice at least eight (8) weeks before the event.
- 13.5.1.2 Where the date of involuntary retrenchment has been advised in the notice of redundant position, it shall not be necessary to issue a notice of involuntary retrenchment.

### **13.6 Consultation with Relevant Unions**

- 13.6.1.1 Where a decision has been made that a position or positions are to become redundant, the Employer shall, at the earliest practicable time, provide all relevant details to the Union/s concerned and arrange discussions with the Union/s.
- 13.6.1.2 Relevant details to be provided to the Unions shall include:
- a) The reasons for the position or positions being redundant;
  - b) The number, classification, location and details of the redundant positions; and
  - c) Presentation of an organisational plan of the work unit concerned.
- 13.6.1.3 Discussions with the Union/s shall include:
- a) The method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise; and
  - b) Advice and the timing of that advice to the Employees.
- 13.6.1.4 Provided that the Employer shall not be required to disclose confidential information, which would be detrimental to its interests.

### **13.7 Exceptions**

- 13.7.1.1 This Agreement shall not apply in any of the following circumstances:
- 13.7.1.2 Where an Employee terminates employment before the expiration of the period of notice without prior approval of the Employer, which approval shall not be unreasonably withheld; or
- 13.7.1.3 Where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or
- 13.7.1.4 Where an Employee's services are terminated by reason of neglect of duty or misconduct; or
- 13.7.1.5 Where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or

- 13.7.1.6 Where an Employee has not been engaged for a continuous period of at least 12 months.

### **13.8 Prevention and Settlement of Disputes and Grievances**

- 13.8.1.1 Disputes or grievances arising from this section shall be dealt with in accordance with clause 4.2 of the Prevention and Settlement of Disputes and Grievances in this Agreement

### **13.9 Redundancy/Redeployment Process (Steps)**

- 13.9.1.1 In the event of a redundancy, following consultation, the following steps shall be followed:

1. Redeployment
2. Voluntary Redundancy
3. Job Swap
4. Involuntary redundancy

- 13.9.1.2 Following the provision of full details of their entitlements in accordance with this appendix, the Employee may mutually agree with the Employer that the steps can be varied.

#### **13.9.2 Redeployment**

- 13.9.2.1 The Employer shall endeavour to find suitable alternative employment with the Employer for all Employees. All such Employees shall be individually interviewed to determine what options may exist for their retraining by the Employer.

- 13.9.2.2 Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

- 13.9.2.3 Employees who are transferred to other positions shall be eligible for redundancy benefits should it be found within three (3) months by either themselves or the Employer that the alternative position is unsatisfactory.

- 13.9.2.4 Should an Employee not accept a suitable redeployment position and opt to take their redundancy, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of becoming redundant.

#### **13.9.3 Redundancy/Retrenchment**

- 13.9.3.1 Upon a determination by the Employer that an Employee's position has become redundant and redeployment cannot be achieved, such Employee shall receive notice of involuntary retrenchment and be eligible to apply for Early Separation Incentive Payment (E.S.I.P) in accordance with clause 13.9.4.

- 13.9.3.2 The Chief Executive Officer may, at their discretion, invite applications from Employees for voluntary retrenchment. Employees whose applications for voluntary retrenchment are accepted by the Chief Executive Officer shall be entitled to receive all eligible redundancy benefits at the point of termination.



- 13.9.3.3 Employees whose applications for voluntary retrenchment have been accepted are eligible to apply for E.S.I.P. in accordance with clause 13.9.4. Employees, who receive voluntary retrenchment, shall be given notice at least eight (8) weeks before their date of departure.
- 13.9.3.4 On termination, eligible Employees shall receive a Redundancy Payment at a rate appropriate to the completed years of service. This Redundancy Payment is to consist of three (3) weeks payment per year of continuous service in Queensland Local Government as well as a proportionate amount for an incomplete year of service. The Employee must receive as a minimum an amount equal to the Employee's salary for four (4) weeks.
- 13.9.3.5 Eligible Employees are those for whom:
- suitable alternative employment cannot be found; or
  - whose application for voluntary retrenchment under clause 9.4 has been accepted; and
  - who have at least one (1) years' service.
- 13.9.3.6 In addition to Redundancy Payment, an Employee who has completed one (1) years continuous service shall be entitled on termination to a long service leave payment in accordance with the current Certified Bargaining Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.
- 13.9.3.7 Providing each case has the prior approval of the Employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews. This subclause only applies to Employees whose positions have been declared redundant.
- 13.9.3.8 Each Employee whose position has been declared redundant shall be given a statement showing the calculation of an estimate of the Redundancy Payment at least 28 days before possible termination date.
- 13.9.3.9 The Employer shall meet financial planning costs of up to \$500 for any Employee subject to retrenchment. A refund shall be given to the Employee upon presentation of the account or, with prior agreement, the account can be sent directly to the Employer for payment.

#### **13.9.4 Early Separation Incentive Payment**

- 13.9.4.1 The E.S.I.P. consists of eight (8) weeks incentive payment in addition to all other payments that comprise a redundancy package under the terms of this Agreement. This incentive payment shall be calculated at the ordinary rate of pay.
- 13.9.4.2 The E.S.I.P for voluntary and involuntary retrenchment is designed to enable Employees to elect to leave the service of the Employer, prior to the date of retrenchment, thereby waiving their entitlement to eight (8) weeks' notice.
- 13.9.4.3 To be eligible for an E.S.I.P, an Employee must have completed at least one (1) year of service.
- 13.9.4.4 Employees who express an interest in participating in the E.S.I.P scheme shall be required to submit an application within 28 calendar days of the Employer's notice of redundant position. This 28 day period shall run concurrently with the eight (8) week notice period. Any late applications for ESIP received after the 28 days' notice period

shall reduce the eight (8) weeks ESIP proportionately by the amount of time (in whole days) that applications for ESIP are received after the 28 day time limit.

13.9.4.5 The Employer may reject applications if acceptance would be detrimental to the Employer's operations.

13.9.4.6 The Employer may at its discretion terminate employment before the expiration of the notice period by making payment in lieu of the required notice.

### **13.9.5 Job Swap**

13.9.5.1 In the event redeployment opportunities are not available when initially assessed, the Employer may open expressions of interest opportunities for other Employees; in similarly classified or qualified positions; to request consideration of accepting a voluntary redundancy.

13.9.5.2 Where the Employer accepts the Employee's request for a voluntary redundancy, the Employer may offer to redeploy the Employee whose position had been identified as redundant to the position of the Employee who has been approved for voluntary redundancy; on the proviso the transferring Employee has the relevant skills and qualification to undertake the inherent requirements of the vacated position.

13.9.5.3 This process is undertaken on a case by case basis and the decision to either accept or decline a request for voluntary redundancy solely remains at the discretion of the Employer.

13.9.5.4 Where a Job Swap arrangement is agreed the redundancy package will be limited as follows:

- Redundancy/Retrenchment payments will be equivalent to two weeks' pay per year of service (and a proportionate amount for an incomplete year of service) with the Employer, and
- No Early Separation Incentive Payment will be paid.

### **13.9.6 Relocation Expenses**

13.9.6.1 Should an Employee become redundant within a period of two (2) years of commencement of their employment, they shall not be required to repay removal expenses, they would otherwise have to repay under the Employer's removal Expenses Policy.

## 14 Appendix 3 Project Resources Allocation Whole of Council Work Instruction

### 1 Scope:

This work instruction applies to the allocation of resources for construction or maintenance projects outside of standard ordinary hours. This work instruction does not apply to on-call or emergency work.

### 2 Purpose:

To emphasis Council's commitment to maximising Council's workforce utilisation for work outside of standard ordinary hours.

To provide direction and the process for assessing and allocating Council workforce resources for construction or maintenance projects outside of standard ordinary hours.

### 3 Related Documents:

*Anti-Discrimination Act 1991*

*Industrial Relations Act 2016*

*Local Government Act 2009*

*Local Government Regulation 2012*

*Workers Compensation and Rehabilitation Act 2003*

*Work Health and Safety Act 2011, associated Regulations and Codes of Practice*

Code of Conduct

Fatigue Management Procedure

Industrial Instruments

### 4 Definitions:

|                        |  |
|------------------------|--|
| Casual employee        | Long term casuals are casual employees engaged on a regular and systemic basis for several periods of employment during at least one year.<br>Short term casuals are casual employees engaged on an irregular basis. |
| CEO                    | Chief Executive Officer<br>A person who holds an appointment under section 194 of the <i>Local Government Act 2009</i> . This includes a person acting in this position.   |
| Council                | Rockhampton Regional Council   |
| Employee               | Local government employee:<br>(a) the chief executive officer; or<br>(b) a person holding an appointment under section 196 of the <i>Local Government Act 2009</i> .   |
| Identified skills      | Applicable licences and tickets required to undertake associated tasks prescribed at level in Appendix 3 of the Rockhampton Regional Council Certified Agreement 2011 – External Employees                           |
| Industrial Instruments | Council's Certified Agreements, relevant Awards and Contracts of Employment.   |

|                                     |   |
|-------------------------------------|---|
| Plant Resource Team                 | Includes Supervisor Plant Hire and Administration Officer – Plant Hire  |
| Resource Allocation Management Team | Includes Manager Fitzroy River Water, Manager Civil Operations and Manager Parks  |
| Resource Allocation Team            | Includes positions with a Corporate Band 3, 4 or 5 within Fitzroy River Water, Civil Operations and Parks undertaking construction and maintenance projects. Also includes the Administration Officer – Plant Hire. Positions are added and removed as required by the Resource Allocation Management Team. |

## 5 Work Instruction:

### 5.1 Principles

This work instruction supplements obligations under Council’s Certified Agreements to prioritise the maximisation of the workforce and where possible to minimise contracting out.

This process identifies employees’ skills and experience which may be utilised throughout Council for work outside of standard ordinary hours.

The application of this process facilitates an environment that encourages employees to:

- learn and apply new skills and knowledge;
- adapt to new ways of working;
- participate in initiatives that enhance productivity; and
- continue the established custom and practice of mentoring employees in the day to day development of on the job skills and learning.

In the assessment and allocation of resources the Resource Allocation Team considers the following priorities:

- the need to ensure the continuity of work teams;
- the need to ensure the continuity of projects;
- the management of employee fatigue and safety considerations; and
- the commitment to employee work-life balance.

### 5.2 Resources Needs Assessment

Each operational section will undertake a weekly project resourcing assessment. This assessment will include a weekly:

- update of the forecast project works and any resourcing requirements for the next month, with a firm indication of the next two weeks and a tentative for the remainder of the forecast month; and
- updated register of employees who are interested in and available for overtime work over the next month, including their dates of availability and identified skills.

Assessments will be distributed to the Resource Allocation Team every Wednesday by 4.00pm.

### **5.3 Resources Allocation**

The individual operational section will initially utilise resources within their section, where supplementary resources are required, requests will be made via the Resource Allocation Team to seek resources from other sections.

Employees undertaking project work during ordinary hours will be provided first preference for participating in overtime opportunities. Permanent employees will be provided a preference prior to casual employees from other sections.

Where extra labouring resources are required from another section, this request will be made via the weekly project resourcing assessment (5.2) to the Resource Allocation Team. If another operational section can assist with labouring resources they will directly liaise with the other section.

Plant and operator/driver allocations will be determined by the Plant Resource Team by utilising the weekly project resourcing assessment (5.2). The Plant Resource Team every Monday by 4.00pm will advise the Resource Allocation Team which employees are allocated, the date and the project details. The Plant Resources Team will notify employees directly when they are required and provide relevant details.

The notification will be projected two weeks in advance, however changes may occur due to unforeseen circumstances or planned works being cancelled. If there are alterations or cancellations the Plant Resource Team are to be notified as soon as practicable so they can notify the affected employees.

When considering employees for the roster the Resource Allocation Team will take into account any recent performance or absenteeism matters. Employees will need to possess the identified skills required to competently perform the project work.

In circumstances where Council resources are unavailable or project continuity is essential contracting options may be considered.

### **5.4 Responsibilities**

Employees will be responsible for confirming their availability by advising their supervisor. In the event overtime work is offered to an employee who had indicated they were available and they decline, they will be transferred to the bottom of the register, to promote fairness and accountability.

An employee is not guaranteed any project overtime work by placing their name on the register or confirming their availability with their supervisor, however, it is expected that employees will eventually be allocated to project overtime work as appropriate based on this process.

Prior to commencing project work outside of ordinary hours both the site supervisor and employee have a responsibility to ensure fatigue management considerations have been taken into account, as per Council's Fatigue Management Procedure.

The Resource Allocation Management Team has the responsibility to ensure this process is managed fairly and equitably in line with this work instruction.

Any concerns relating to this process or allocation of resources may be directed to the Resource Allocation Management Team.

## **6 Review Timelines:**

This work instruction will be reviewed when any of the following occur:

- 6.1** The related information is amended or replaced; or
- 6.2** Other circumstances as determined from time to time by the Deputy CEO.

## **15 Appendix 4 - Special Work Arrangements**

### **15.1 Rockhampton Regional Council Major Venues Employees Special Work Arrangement 2018**

## **16 Administrative Arrangements**

### **16.1 Title**

- 16.1.1.1 This Agreement shall be known as the Rockhampton Regional Council Major Venues Employees Special Work Arrangement 2018 (Agreement).
- 16.1.1.2 This Agreement supersedes and replaces all previous Certified Agreements and other industrial arrangements that had application to Rockhampton Regional Council and Employees employed as Major Venues Employees.
- 16.1.1.3 The only exception is that terms of the Rockhampton Regional Council Certified Agreement 2018 – Internal Employees is to be read and applied in conjunction with this Agreement. In the event of any inconsistency between the Rockhampton Regional Council Certified Agreement 2018 – Internal Employees and this Agreement, this Agreement shall prevail to overcome any inconsistency.

### **16.2 Parties Bound**

- 16.2.1.1 The Parties bound by this Agreement are:
- Rockhampton Regional Council; and
  - Employees employed as Major Venues Employees undertaking work functions such as providing production, front of house and box office services at facilities as requested by the Employer, who are members of the following union or are eligible to become so and for whom a classification contained in this Agreement and Division 2 Section 6 of the Award applies:
  - QSU – Queensland Services, Industrial Union of Employees.

### **16.3 Date and Period of Operation**

- 16.3.1.1 This Agreement shall be effective from the date of certification by the QIRC and shall continue to have effect from the date of certification or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect until it is varied or terminated.
- 16.3.1.2 The Parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective Special Work Arrangement at least six (6) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date is 1 July 2022.

### **16.4 Relationship to Industrial Instruments**

- 16.4.1.1 This Agreement shall be read and applied in conjunction with the terms of the:
- Rockhampton Regional Council Certified Agreement 2018 – Internal Employees; and
  - Queensland Local Government Industry (Stream B) Award - State 2017.

- 16.4.1.2 In the event of any inconsistency between the Queensland Local Government Industry (Stream B) Award - State 2017, the Rockhampton Regional Council Certified Agreement 2018 – Internal Employees and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

## **16.5 Objectives of the Agreement**

- 16.5.1.1 To provide a framework to define the employment terms and conditions and associated remuneration for a flexible team of competently qualified Major Venues Employees that meet the current and future business needs of the Employer's Major Venues operations.
- 16.5.1.2 To provide a consultative environment for the Employer, Council's Leadership Team, Major Venues Employees and their Union to develop and engage in continuous improvement, efficient work practices and improved service delivery.

## **16.6 Definitions**

- 16.6.1.1 Act – shall mean, except where otherwise stated, the *Industrial Relations Act 2016*.
- 16.6.1.2 Award – Queensland Local Government Industry (Stream B) Award - State 2017.
- 16.6.1.3 Employer – shall have the same meaning as that cited in the *Local Government Act 2009*, i.e. Chief Executive Officer.
- 16.6.1.4 QIRC – shall mean the Queensland Industrial Relations Commission.
- 16.6.1.5 Working day – shall mean a day, and hours, on which employees normally perform work.
- 16.6.1.6 14 hours – for clause 20.1.1.7 shall mean continuous work exclusive of the 30 minutes unpaid lunch break.

## **16.7 Posting of the Agreement**

- 16.7.1.1 A true copy of this Agreement shall be displayed in the workplace immediately following certification with convenient access to Employees. Further, the Employer undertakes to provide education and/or awareness training to all Employees regarding the intent and application of this Agreement within three (3) months of the date of certification.



## 17 Dispute Resolution

### 17.1 Prevention and Settlement of Disputes and Grievances

- 17.1.1.1 Effective communication between Employees and the Employer is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.
- 17.1.1.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 17.1.1.3 During any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage, of the imposition of any ban, limitation or restriction. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 17.1.1.4 Where a bona fide Work Health and Safety issue is involved, an Employee shall not work in an unsafe environment. Where appropriate, the Employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the matter is pending.
- 17.1.1.5 In the event of any dispute/grievance arising between any Parties subject to this Agreement and any employment related matters, the following procedures shall be applied:
- 17.1.1.6 Discussions at any Step of the procedure shall not be unreasonably delayed by any party. Sensible time limits shall be allowed for the completion of the various stages. Generally, Steps 1 and Step 2 below should, if possible, take place within 24 hours and should not extend beyond seven (7) days after the request of the Employee or the Employee's Union representative. This process should not exceed 14 days for Step 3. If further time is required at any Step; Parties will discuss extending the period and the reasons for the extension.
- 17.1.1.7 Step 1
- Any Employee with a dispute/grievance will promptly raise the matter with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The Employee may request union representation or a nominated support person.
- 17.1.1.8 Step 2
- If the matter is not resolved at this level, the Employee shall discuss the matter at issue with their Manager. The Employee may request union representation or a nominated support person. A Workforce and Governance representative may also become involved at this stage.
- 17.1.1.9 Step 3
- Should the matter remain unresolved, it should then be referred to the CEO who will attempt to facilitate a resolution with the Employee. The Employee may request union representation or a nominated support person. The CEO may delegate to a senior officer to facilitate the process on the CEO's behalf.
- 17.1.1.10 Step 4
- If the matter remains unresolved, it may be referred by either party to the QIRC for conciliation and finally arbitration if no agreement can be reached. The arbitrated

decision of the QIRC will be binding on all Parties to the matter, subject to the Parties' rights of appeal under the relevant legislation.

- 17.1.1.11 Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that a dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.
- 17.1.1.12 There shall be a commitment by the Parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 17.1.1.13 The above procedure does not restrict the Employer or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

## **18 Employee Benefits**

### **18.1 Wage/Salary Increase**

- 18.1.1.1 Base rates for Major Venues Employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 4A to this Agreement. Appendix 4A also provides information of wage increases over the life of this Agreement.
- 18.1.1.2 The Employer in determining the annualised remuneration for permanent Major Venue Level 1-5 Employees who are directly involved in the facilitation and conduct of shows and events at the Employer's Major Venues has given consideration to the ordinary and overtime hours worked, weekend and public holiday penalties, split shifts and other relevant loadings for Major Venues Employees. The annualised remuneration rates are as per Appendix 4B.
- 18.1.1.3 Major Venues Employees who are engaged on a casual basis will be remunerated in accordance with the relevant rates indicated in Appendix 4B. Casual Employees will receive a 30% loading in lieu of the casual loading, penalty rates for weekends and public holidays (with the exception of Christmas Day, Boxing Day and Good Friday). No other casual loadings will apply.

## **19 Allowances**

### **19.1 Overtime Meal allowance**

- 19.1.1.1 Subject to clause 20.1 where, because of unforeseen circumstances, an Employee is required to continue working before or after their normal rostered working hours for more than one hour and beyond the meal periods specified hereunder, the Employee shall be paid a meal allowance of \$19.00. For the purpose of this clause, meal hours shall be deemed to be:
  - a) breakfast - 0700 to 0800
  - b) lunch - 1145 to 1415
  - c) dinner - 1700 to 1900
- 19.1.1.2 The meal allowance specified in clause 19.1.1.1 shall not be payable where notice of intention to work overtime was given during the previous period of duty or earlier.

## **19.2 Corporate Uniform Allocation**

- 19.2.1.1 All Major Venues Employees shall receive a corporate uniform allocation based on their employment type. Any Award uniform allowance shall not be applicable.

## **19.3 Laundry Allowance**

- 19.3.1.1 Any Award laundering allowance shall not be applicable as a \$500 allowance has been included in the Base Remuneration Classification Structure (Appendix 4A) and the Annualised Remuneration Classification Structure (Appendix 4B); however, this allowance is not subject to any annual wage increases for the life of this Agreement.

# **20 Hours of Work**

## **20.1 Ordinary Hours**

- 20.1.1.1 The ordinary working week for full-time Major Venues Employees shall be on average 38 hours per week with a maximum of 12 ordinary hours per day worked over a four week period.
- 20.1.1.2 Major Venues Employees may be required to work ordinary hours on any day of the week, Sunday to Saturday inclusive with the ordinary hours of work being in the span from 8:00am to 11:30pm.
- 20.1.1.3 Major Venues Employees may be required to work on a public holiday.
- 20.1.1.4 The remuneration schedule at Appendix 4B includes a loading to annualise the penalty rates an Employee may receive for working in accordance with clauses 20.1.1.1, 20.1.1.2 and 20.1.1.3 with the exclusion of Christmas Day, Boxing Day and Good Friday for which award penalty rates shall apply.
- 20.1.1.5 Major Venues Employees shall not be required to work more the 20 working days in a two (2) pay cycle period. These 20 working days must be broken by at least one two day non-working period i.e. the maximum that can be worked consecutively is ten (10) working days.
- 20.1.1.6 Major Venues Employees may be required to work split working days. A split working day is a working day with a single unpaid break of more than two (2) hours and no more than nine (9) hours.
- 20.1.1.7 Major Venues Employees shall not be required to work more than 12 hours in any one (1) working day; unless emergent circumstances prevail; then the Employee shall make a determination based on fatigue provisions, safety risks and business needs. The Employer may verify any emergent circumstance to ensure the assessment criteria is satisfactorily being achieved. In the event a working day's length is of more than 12 hours, the working day shall not exceed 14 hours. In any 14 day pay period that constitutes the pay period, no Employee shall be required to work more than four (4) working days exceeding 12 hours with no more than two (2) consecutive working days exceeding 12 hours.
- 20.1.1.8 Where an Employee is required to work in excess of the 12 hours as described in clause 20.1.1.7, that Employee will have the options to either:
- a) Bank time at ordinary rates, a time equivalent to the time worked in excess of the 12 hours in to the Employee's Accrued Time Bank; or
  - b) Elect to be paid at the appropriate penalty rates for that time worked in excess of the 12 hours.

## **20.2 On Call arrangements**

- 20.2.1.1 In acknowledging the need to provide high quality customer service the Employer and the Employees agree that, if required, an on call roster will be developed and certain designated Employees may be required to be available to provide reasonable after hours assistance and advice by means of an Employer supplied mobile telephone.
- 20.2.1.2 Any Employee designated to be on an on call roster developed; in line with clause 5.2.1.1 above; will be remunerated under the provisions of the on call allowance under the RRC Certified Agreement 2018 – Internal Employees. At the same time all Employees covered by this clause shall no longer be entitled to claim any other on call allowance or on call penalty.
- 20.2.1.3 Any Employees who are required to be available; as outlined in clause 5.2.1.1; shall be identified through any required roster developed, with at least 14 days' notice to relevant Employees.

## **20.3 Accrued Time Bank (ATB)**

- 20.3.1.1 Major Venues Employees may be required to work a reasonable number of additional hours above the average weekly hours stipulated in clause 5.1. The first five (5) hours worked over and above the 38 hours in any one (1) week will be credited to the Employee's Accrued Time Bank.
- 20.3.1.2 Employees may be required to balance their ordinary hours over a four (4) week (two (2) pay cycles) period; as per clause 5.3.1.3; the appropriate portion of this time will be added to the Employee's ATB. Any additional hours worked shall be banked in the ATB at the rate of one hour banked for each additional hour worked.
- 20.3.1.3 At times, due to operational requirements, Employees may not work the average 38 hours per week over a four (4) week period in accordance with clause 5.1. In these instances Employees will be required to utilise their ATB to ensure that the average 38 hours per week is obtained by each Employee.
- 20.3.1.4 Employees will be permitted to maintain a balance of up to 85 hours in the ATB for incidental and emergent use.
- 20.3.1.5 Any time accrued by an Employee shall be added to that Employee's ATB. Time taken from ATB may be used in minimum 15 minute increments. Any excess over 85 hours will be paid out on a half yearly basis; in February and August each year at ordinary rates; after appropriate notification to all Employees that the payout process will be triggered in the following pay period.
- 20.3.1.6 If all reasonable steps have been made by the Employee to reduce the time in the ATB to below the threshold; however work demands have resulted in non-approval of leave requests; consideration will then be given on a case by case basis for excess balances in the ATB to be paid out at the applicable penalty rates.
- 20.3.1.7 Employees' requests to utilise ATB will not be unreasonably withheld.

## **20.4 Rosters**

- 20.4.1.1 The Employer will develop rosters based on the relevant pay period and such rosters will generally be developed at least two (2) pay periods in advance to provide sufficient notice to Employees.
- 20.4.1.2 The Employer has the ability to roster Employees in a manner which allows the Employer to manage banked ATB and Employees will not unreasonably deny the

Employers' requests to reduce the ATB when required.

- 20.4.1.3 The Employer shall make every effort to roster Employees in a manner which is fair and equitable, taking into account Employees' preferences and personal circumstances. However, Employee rosters shall be constructed to enable effective and efficient Major Venues' operations. As such not all Employees' roster preferences may be accommodated in each instance.

## **20.5 Meal Breaks**

- 20.5.1.1 The applicable meal breaks for each full-time Employee will be thirty (30) minutes and will be taken following a continuous work period of no more than five (5) hours. Where it is mutually agreed between the Employee or group of Employees and their supervisor, the Employee/s may delay their meal break up to a maximum of two (2) hours, without penalty.
- 20.5.1.2 The normal meal break shall be taken on the completion of the task at hand. Should a meal break not be taken, double time will be paid from the commencement time of the agreed meal break until such time as the appropriate break is taken or cessation of the work period.
- 20.5.1.3 It is always the preference of the Employer that the appropriate meal break is taken. The Employer and Employee both have a duty of care to ensure compliance with fatigue provisions and that meal breaks are not unreasonably deferred.

## **21 Classification Descriptors**

### **21.1 Roles and Responsibilities and Classifications**

- 21.1.1.1 To avoid any confusion in respect of the roles and responsibilities of Employees of the Employer's Major Venues Unit, it is agreed that the classification titles should be amended to reflect the current roles and responsibilities of those positions as well as the qualifications and experience of the Employees. The word 'Theatre' is replaced in the classification title with the words 'Major Venues'.
- 21.1.1.2 This change in classification title does not involve an increase in the scope of the existing roles or increases in responsibilities and any review of those positional requirements would be done through the process as contained in classification and reclassification clause of the RRC Certified Agreement 2018 – Internal Employees.
- 21.1.1.3 The parties commit to establishing a working group to revise the Classification Descriptors and Schedule within 12 months of certification. Any extension will be by mutual agreement between the Parties.

## **21.1.2 Major Venues Assistant Level 2**

21.1.2.1 At this level, Employees perform a range of tasks involving general skills. Typically, Employees at this level have completed appropriate, accredited training or certificate or has acquired equivalent competency so as to enable the Employee to perform work within the scope of this level. Work would be performed under general supervision.

21.1.2.2 Typical skills and tasks at this level would include:

- Exercise limited discretion within defined procedures;
- Provides assistance with problem solving and work direction;
- Is trained in an applied basic quality/service requirements;
- Has knowledge of health and safety in relation to tasks performed;
- Trained in a range of tasks within a skill stream;
- Computer ticketing;
- High degree of customer service;
- Basic clerical and secretarial duties incidental to the Employee's primary tasks;
- Assist higher level Employees in the maintenance and operation of stage, wardrobe, audio, electrical and other departments; and
- Ability to perform a number of different customer contact/technical tasks within a particular or different section.

21.1.2.3 This classification level encompasses the positions of Assistant Theatre Technician and Ticket Seller.

## **21.1.3 Major Venues Officer Level 3**

21.1.3.1 At this level Employees perform a broad range of tasks requiring developed industry skill. They are able to work independently or part of a team.

21.1.3.2 Typical skills at this level would include:

- Ordering and stock control;
- Maintaining and servicing of operational standards;
- Clerical duties including word processing, spreadsheet and basic computer operation;
- Training and supervising staff at lower levels;
- General administration tasks;
- Understanding of Workplace Health and Safety standards;
- Comprehensive knowledge of computer based ticketing system or council finance system;
- Authority to open and close division;
- Use of ticketing software packages to create, format, edit and correct ticketing requirements for box office events and productions;
- Operates, sets up and adjusts lighting, electrical or other technical equipment;
- Works from complex instructions and procedures;
- Coordinates work in a team environment, provides supervision or work individually under general supervision;
- Is responsible for assuring the quality and service of their work;
- Exercises good interpersonal communication skills; and
- Performs lower level tasks incidental to their work or performs work which does not require additional formal technical training.



21.1.3.3 This classification level encompasses the positions of Theatre Technician and Senior Ticket Seller.

#### **21.1.4 Major Venues Senior Technician Level 4**

21.1.4.1 At this level Employees perform more highly skilled and often specialised tasks. In some cases would require formal training. The work would be performed under general supervision.

21.1.4.2 Typical skills at this level would include:

- General information technology repairs and maintenance;
- Maintaining all technical equipment, fittings and fixtures in buildings as required;
- Liaison with relevant Council Departments and outside contractors regarding building maintenance and compliance to relevant codes;
- Overseeing all repair and renovations projects;
- Comprehensive knowledge of computer based ticketing system and Council's finance system;
- Is accountable and responsible for workplace output;
- Capable of working without supervision;
- Understands the Employer's entire theatrical operations;
- Plans training and enterprise in conformity with Employer guidelines;
- Has well developed communication and analytical skills;
- Responsible for the supervision, training and coordination of lower level Employees;
- Responsible for the operation or maintenance of stage technical equipment;
- Coordination of stage production;
- Responsible for the lighting, electrical or other technical requirements of an event or production;
- Responsible for the operation and coordination of an external technical services group operation; and
- Uses high level of clerical and computer skills.

21.1.4.3 This classification level encompasses the positions of Senior Theatre Technician, Production Stage Manager and Duty Manager.

#### **21.1.5 Major Venues Technical Team Leader Level 5**

21.1.5.1 At this level Employees perform work at the trade or equivalent level. This would generally involve the selection and application of appropriate skills to suit varying demands of work. Supervision or direction of other employees would often be a feature of this level. This work would be performed under limited supervision.

21.1.5.2 Typical skills at this level would include:

- Supervision and training of casuals, volunteers and students;
- Operation and maintenance of technical equipment, audio, lighting, audiovisual, staging and rigging;
- Rostering of all technical staff;
- Liaison with hirers;
- Maintenance of technical equipment;
- Supervision of staff; and
- Operation and coordination of internal and external technical services.



## **22 Miscellaneous**

### **22.1 All Other Terms and Conditions**

22.1.1.1 All other terms and conditions not specifically identified in this Agreement will be covered by the Rockhampton Regional Council Certified Agreement 2018 - Internal Employees in the first instance or by the Award where not specifically referred to in the Rockhampton Regional Council Certified Agreement 2018 - Internal Employees.

### **22.2 No Extra Claims**

22.2.1.1 The Parties agree that in the life of this Agreement no extra claims shall be sought for the life of this Agreement.

22.2.1.2 State Wage Case variations shall not apply during the life of this Agreement. Any Arbitrated Safety Net Adjustments or general adjustments shall be absorbable.

22.2.1.3 The Parties shall; other than provided under a Special Work Agreement; up to the nominal expiry date of this Agreement:

- a) not pursue any extra wage claim, whether award or over award; and
- b) not seek any changes to conditions of employment except for those matter reserved by this Agreement.

## 23 Appendix 4A – Base Remuneration Classification Structure

The following table includes the annual increases of 2.55% or Consumer Price Index (CPI) whichever is the greater per year commencing from 1 July 2018 subject to this Agreement being certified by the QIRC.

CPI - shall be the relevant March Quarter All Groups, applicable to Brisbane percentage change (from corresponding quarter of the previous year) CPI catalogue 6401.0 as published by the Australian Bureau of Statistics.

\* note that the back pay of the increase only applies to base salary and no other provisions within the Agreement

The \$500 per annum Laundry Allowance is included in the below annual amounts; however, this allowance is not subject to any annual wage increases for the life of this Agreement.

| Classification  | Current as at 30/06/2018 per annum | As at 1/07/2018 Plus 2.55% | As at 1/07/2019 Plus 2.55% | As at 1/07/2020 Plus 2.55% | As at 1/07/2021 Plus 2.55% |
|-----------------|------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Major Venues L1 | \$47,918.52                        | \$49,640.35                | \$50,893.43                | \$52,178.47                | \$53,496.27                |
| Major Venues L2 | \$50,557.00                        | \$52,346.27                | \$53,668.35                | \$55,024.14                | \$56,414.51                |
| Major Venues L3 | \$53,213.16                        | \$55,070.35                | \$56,461.89                | \$57,888.92                | \$59,352.33                |
| Major Venues L4 | \$55,336.32                        | \$57,247.52                | \$58,694.58                | \$60,178.54                | \$61,700.34                |
| Major Venues L5 | \$58,273.72                        | \$60,259.70                | \$61,783.57                | \$63,346.31                | \$64,948.89                |

## 24 Appendix 4B - Annualised Remuneration Classification Structure

The following table includes the annualised loading of 30% as per clause 18.1 plus annual increases of 2.55% or Consumer Price Index (CPI) whichever is the greater per year commencing from 1 July 2018 subject to this Agreement being certified by the QIRC.

CPI - shall be the relevant March Quarter All Groups, applicable to Brisbane percentage change (from corresponding quarter of the previous year) CPI catalogue 6401.0 as published by the Australian Bureau of Statistics.

\* note that the back pay of the increase only applies to base salary and no other provisions within the Agreement

\*\* The \$500 per annum Laundry Allowance is included in the below annual amounts; however, this allowance is not subject to any annual wage increases for the life of this Agreement.

| Classification           | Current as at<br>30/06/2018<br>per annum | As at<br>1/07/2018<br>Plus 2.55% | As at<br>1/07/2019<br>Plus 2.55% | As at<br>1/07/2020<br>Plus 2.55% | As at<br>1/07/2021<br>Plus 2.55% |
|--------------------------|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Major Venues L1 +<br>30% | \$62,294.08                              | \$64,382.46                      | \$66,011.46                      | \$67,682.01                      | \$69,395.15                      |
| Major Venues L2 +<br>30% | \$65,724.10                              | \$67,900.15                      | \$69,618.86                      | \$71,381.39                      | \$73,188.86                      |
| Major Venues L3 +<br>30% | \$69,177.11                              | \$71,441.45                      | \$73,250.46                      | \$75,105.59                      | \$77,008.03                      |
| Major Venues L4 +<br>30% | \$72,066.80                              | \$74,271.77                      | \$76,152.95                      | \$78,082.10                      | \$80,060.45                      |
| Major Venues L5 +<br>30% | \$75,853.44                              | \$78,187.61                      | \$80,168.65                      | \$82,200.20                      | \$84,283.55                      |

## 25 Signatories to the Certified Agreement

Signed for and on behalf of the

ROCKHAMPTON REGIONAL COUNCIL

.....

E PARDON

CHIEF EXECUTIVE OFFICER

In the presence of (Printed Name)

.....

TRAVIS PEGREM

Signed for and on behalf of the  
ASSOCIATION OF PROFESSIONAL  
ENGINEERS, SCIENTISTS AND MANAGERS  
AUSTRALIA, QUEENSLAND BRANCH

.....

R MARTIN  
STATE SECRETARY

In the presence of

.....

RACHEL LIMPUS

Signed for and on behalf of the  
THE AUSTRALIAN WORKERS' UNION OF  
EMPLOYEES QUEENSLAND

.....

S BAKER  
STATE SECRETARY

In the presence of

.....

BREANNA BEATTIE

Signed for and on behalf of the  
UNITED VOICE, INDUSTRIAL UNION OF  
EMPLOYEES, QUEENSLAND

.....

SHARRON CADDIE  
STATE PRESIDENT

In the presence of

.....

EVANNA BELJAK



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

.....

N HENDERSON  
STATE SECRETARY

In the presence of

.....

MICHELLE ROBERTSON