

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement

Scenic Rim Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

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

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

Queensland Services, Industrial Union of Employees

Transport Workers Union of Australia, Union of Employees (Queensland Branch)

(Matter No. CB/2022/57)

SCENIC RIM REGIONAL COUNCIL CERTIFIED AGREEMENT 2022

Certificate of Approval

On 20 July 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

Name of Agreement: **SCENIC RIM REGIONAL COUNCIL CERTIFIED
AGREEMENT 2022**

**Parties to the
Agreement:**

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

Operative Date: 21 July 2022

Nominal Expiry Date: 30 June 2025

Previous Agreement: *Scenic Rim Regional Council Enterprise Bargaining Certified Agreement 2012-2014*

Termination Date of Previous Agreement: 21 July 2022

By the Commission

C.M. HARTIGAN
Industrial Commissioner
22 July 2022

Table of Contents

| | |
|------------------------------------------------------------------------------|-----------|
| PART 1 – PRELIMINARY | 3 |
| 1.1 Title | 3 |
| 1.2 Definitions..... | 3 |
| 1.3 Application..... | 3 |
| 1.4 Parties Bound | 3 |
| 1.5 Relationship to Parent Awards | 3 |
| 1.6 No Extra Claims | 4 |
| 1.7 Date and Period of Operation | 4 |
| 1.8 Purpose and Objectives of the Agreement..... | 4 |
| 1.9 Flexible Working Arrangements | 4 |
| 1.10 Posting of Agreement..... | 5 |
| | |
| PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT | 5 |
| 2.1 Grievance and Dispute Settlement Procedure | 5 |
| 2.2 Types of Employment | 5 |
| 2.3 Hours of Work..... | 6 |
| | |
| PART 3 – WAGES AND ALLOWANCES | 8 |
| 3.1 Salary Increase | 8 |
| 3.2 Increment Progression..... | 8 |
| 3.3 Allowances..... | 8 |
| 3.4 Travel During Overtime..... | 9 |
| | |
| PART 4 – LEAVE PROVISIONS..... | 10 |
| 4.1 Personal/Sick Leave | 10 |
| 4.2 Paid Parental Leave..... | 10 |
| 4.3 Parental Leave | 11 |
| 4.4 Superannuation during Unpaid Parental Leave for Primary Caregivers | 11 |
| 4.5 Annual Leave | 12 |
| 4.6 Christmas Closedown..... | 12 |
| 4.7 Long Service Leave..... | 12 |
| 4.8 Carer’s Leave | 13 |
| 4.9 Cultural Leave..... | 13 |
| 4.10 Natural Disaster and Extreme Weather Leave | 14 |
| 4.11 Local Volunteer Leave | 14 |
| 4.12 Regional Emergency Management Response Leave..... | 15 |
| 4.13 Purchased Leave..... | 15 |
| | |
| PART 5 – MISCELLANEOUS PROVISIONS | 16 |
| 5.1 Superannuation..... | 16 |
| 5.2 Staff Meetings | 16 |
| 5.3 Redundancy and Redeployment | 16 |
| 5.4 Transmission of Business | 17 |
| 5.5 Positive Employment Relations..... | 17 |
| 5.6 Trade Union Training Leave | 18 |
| 5.7 Recruitment and Selection | 18 |
| 5.8 Employment Security..... | 18 |
| 5.9 Joint Consultative Committee | 18 |
| 5.10 Shared Services and Contracting Out..... | 19 |
| 5.11 Organisational Change | 19 |
| | |
| SCHEDULE B – WASTE SERVICE OFFICERS | 33 |
| PART 1 – PRELIMINARY | 33 |
| 1.1 Purpose..... | 33 |
| 1.2 Definitions..... | 33 |
| 1.3 Coverage | 33 |
| 1.4 Area of Operation..... | 33 |
| 1.5 Roster Patterns | 34 |
| | |
| PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT | 34 |
| 2.1 Definition of Roster Period | 34 |
| 2.2 Types of Employment | 34 |

| | |
|--------------------------------------------------------|-----------|
| PART 3 – WAGES, WORK ARRANGEMENTS AND ALLOWANCES | 34 |
| 3.1 Wages..... | 34 |
| 3.2 Rates of Pay..... | 34 |
| 3.3 Work Arrangements | 35 |
| 3.4 Overtime..... | 35 |
| | |
| PART 4 – LEAVE | 35 |
| 4.1 Annual Leave | 35 |
| | |
| PART 5 – HIGHER DUTIES | 35 |
| 5.1 Higher Duties | 35 |
| | |
| SCHEDULE C – LANDFILL PLANT OPERATORS | 37 |
| PART 1 – PRELIMINARY | 37 |
| 1.1 Purpose..... | 37 |
| 1.2 Definitions..... | 37 |
| 1.3 Coverage | 37 |
| 1.4 Area of Operation..... | 37 |
| 1.5 Roster Patterns | 37 |
| | |
| PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT | 38 |
| 2.1 Definition of Roster Period | 38 |
| 2.2 Types of Employment | 38 |
| | |
| PART 3 – WAGES, WORK ARRANGEMENTS AND ALLOWANCES | 38 |
| 3.1 Wages..... | 38 |
| 3.2 Rates of Pay..... | 38 |
| 3.3 Work Arrangements | 38 |
| 3.4 Overtime..... | 39 |
| | |
| PART 4 – LEAVE | 39 |
| 4.1 Annual Leave | 39 |
| | |
| PART 5 – HIGHER DUTIES | 39 |
| 5.1 Higher Duties | 39 |

PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the Scenic Rim Regional Council Certified Agreement 2022.

1.2 Definitions

- (a) Council shall mean Scenic Rim Regional Council.
- (b) Office Based Employees shall mean employees who undertake managerial and predominantly technical, community and administrative duties as their primary function of employment and are generally based inside Council's main office or other locations as determined by Council and work a 36.25-hour week.
- (c) Operational Employees shall mean employees engaged to undertake predominantly non-administrative duties as their primary function of employment and based in the field within Council's depots, water treatment plants, workshop and work a 38-hour week and include construction, maintenance or operations.
- (d) Operational Supervisors shall mean those officers employed under the Queensland Local Government Industry (Stream A) Award – State 2017 who supervise staff working a 38-hour week under all Awards other than the Queensland Local Government Industry (Stream A) Award – State 2017.

1.3 Application

This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to any employee appointed to the position of Chief Executive Officer or Senior Officer pursuant to a written contract of employment where that contract states "Pursuant to Division 2 Section 1, Clause 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017, that the award will not apply to the employment terms and conditions applicable to the employee".

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

1.4 Parties Bound

The parties to this Agreement are:

- (a) Scenic Rim Regional Council
- (b) Queensland Services, Industrial Union of Employees (QSU)
- (c) Australian Workers' Union of Employees, Queensland (AWU)
- (d) Association of Professional Engineers, Scientists and Managers, Australia (APESMA)
- (e) Transport Workers Union, Union of Employees, Queensland Branch (TWU)
- (f) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- (g) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees (AMWU)

1.5 Relationship to Parent Awards

This Agreement shall be read and interpreted in conjunction with the provisions of the following Awards:

- Queensland Local Government Industry (Steam A) Award – State 2017
- Queensland Local Government Industry (Steam B) Award – State 2017
- Queensland Local Government Industry (Steam C) Award – State 2017
- Training Wage Award – State 2012.

Where there is an inconsistency between this Agreement and the Award, the Agreement shall take precedence. However if the Awards are varied following certification or approval of this Agreement, during the life of this Agreement, the parties agree that the increased entitlement over and above this Agreement shall be passed on and, further to this, no employee shall suffer any loss of wages, entitlements, employment conditions or other benefit as a result of an amendment to the Awards.

1.6 No Extra Claims

There will be no extra claims pursued by the parties during the life of this Agreement.

1.7 Date and Period of Operation

This Agreement shall operate, in accordance with its terms, from certification with a nominal expiry date of 30 June 2025.

The parties agree that negotiations to review and renegotiate the Agreement shall commence six months prior to the expiration of the Agreement and every endeavour shall be made to complete negotiations for a replacement Agreement by the expiry of this Agreement. This Agreement will remain in place until a new Agreement is finalised.

1.8 Purpose and Objectives of the Agreement

This Agreement is made to facilitate a workplace that has the skills, knowledge and flexibility to be able to respond in an efficient and effective manner to the needs of the community. This Agreement aims to position Council as a workplace of choice within the community.

- (a) Council and its employees are committed to an awareness of the workplace values and to ensure that they are adhered to.
- (b) Provide greater flexibility in workplace practices through flexible working arrangements, practices and systems that meet the needs of Council and its customers.
- (c) Enhance the efficiency and productivity of Council by promoting the pursuit of excellence through continuous improvement and ensuring the image of Council as a quality service provider is upheld. This will be done by providing incentives such as rewards and recognition commensurate with these improvements.
- (d) Promote a positive, harmonious and productive work environment through ongoing cooperative and consultative approaches to work.
- (e) Commitment by all parties to improving a healthy and safe work environment.
- (f) Focus on competitiveness to ensure Council maintains a viable, effective and secure workforce whilst remaining a fair and equitable employer in relation to wages outcomes and a commitment to developing a more satisfying and participative work environment.
- (g) Promote job satisfaction by enabling employees to improve and enhance their skills through relevant training programs in order to create a more productive and qualified workplace.
- (h) The parties will act within the terms of this Agreement to ensure its ongoing success.

1.9 Flexible Working Arrangements

The parties are committed to modernising the terms of the Agreement so that it provides for enhanced productivity of Council, and enables greater work life balance and job satisfaction.

The parties commit themselves to the following principles:

- (a) Amendments to organisational design may be required to meet the needs of our customers and enhance operational efficiency.
- (b) The parties will endeavour to create a genuine career path for employees which allows advancement based on skill/qualification acquisition, the use of such skills/qualifications and the requirement to perform functions but will be subject to merit-based selection criteria. This understanding will be subject to the relevant development of position descriptions and as classified against relevant Awards.
- (c) Cooperation in the transition from current structures and definitions to new structures without creating false expectations or disputation.
- (d) Council may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- (e) Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

- (f) The parties agree that adequate consultation and communication provides for major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and/or relevant union representatives.

1.10 Posting of Agreement

This Agreement shall be displayed in the workplace both electronically and in hardcopy with convenient access to all employees.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Grievance and Dispute Settlement Procedure

In the event of a grievance/dispute regarding this Agreement, Award or any other industrial matter, within the meaning of the Act, occurring in the workplace the following procedures will be followed. At all stages of this process, the employee/s shall have the right to be represented by their Union/s.

2.1.1 Resolving Grievance/Dispute at the Workplace Level

- (a) The parties must genuinely attempt to resolve the grievance/dispute at the workplace level.
- (b) The employee shall in the first instance notify the supervisor of the nature of the grievance/dispute. A discussion is to take place within forty-eight (48) hours of notification of the grievance/dispute between the employee concerned, and if the employee requests, the Union and/or employee's representative, and the employee's immediate Supervisor.
- (c) If the matter is not resolved between the Supervisor and the employee then the employee may request that the matter be referred to the relevant manager for a discussion between the parties. This discussion is to be held within forty-eight (48) hours of notification.
- (d) Should the grievance/dispute still remain unresolved, the employee may request that the matter be referred to the relevant General Manager and Manager Human Resources for a discussion between the parties. This discussion is to be held within forty-eight (48) hours of written notification.
- (e) Subject to legislation, while the dispute procedures are being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (f) Where a dispute is raised by a party/s to this Agreement and the party/s is Council, a Union or an employee represented by the Union, the party/s must provide in writing the detail of the dispute, including reference to any purported breach of an Industrial Instrument, and a proposal as to how the dispute may be addressed. Where a dispute is raised by an employee/s, they must communicate, as far as reasonably practicable, the detail of the dispute and proposals as to how the dispute may be addressed. Where a consultation process is being undertaken in accordance with clause 5.12, the party/s commit to continuing to genuinely participate in the consultation process, regardless of a dispute being managed in accordance with this clause.

2.1.2 Where Grievance/Dispute Cannot Be Resolved at Workplace Level

If the matter remains unresolved, then the grievance/dispute may by either party be referred to the Queensland Industrial Relations Commission (QIRC) for it to be conciliated and/or arbitrated. Once referred to the QIRC the parties are bound by the outcome, subject to the parties' right of appeal under the Act.

2.2 Types of Employment

2.2.1 Part Time Employment

Office-based part time employees are to work no more than 36.25 hours per week and all hours worked over and above the 36.25 hours of work per week shall be paid at the relevant overtime rates of pay.

If a part time employee is asked to work over and above their mutually agreed hours, those hours that were agreed upon at their initial appointment to the role, and accepts or volunteers to work overtime and does so, they shall be paid at ordinary rates. However, if a part time employee is directed to work overtime then they shall be paid at the relevant overtime rates.

Example One - if a part time employee who is employed to work 20 hours per week and volunteers to work an additional day of 7.25 hours they will be paid 27.25 hours at ordinary rates.

Example Two - If the part time employee is directed to work the additional day of 7.25 hours the 7.25 hours shall be paid at the appropriate overtime rate.

All part time employees have a right to refuse unreasonable amounts of overtime.

2.3 Hours of Work

Scenic Rim Regional Council provides for flexible working arrangements to support work and family harmony providing the increased flexibility contributes to greater productivity.

2.3.1 *Span of Hours*

- (a) The span of daily working hours will be 6.00am to 6.00pm, except where core times are altered for a particular section in accordance with this Agreement.
- (b) For operational employees working in Parks and Gardens, street cleaning gangs and in circumstances where there are special events, the span of hours on Monday through Friday will be 5.00am to 6.00pm.
- (c) For operational employees, by mutual agreement, the span of hours above may be varied up to one hour either side.
- (d) At an employee's request, Council and the employee may agree, subject to operational requirements, for the employee to work their ordinary hours through a split shift arrangement. Such an arrangement would not impose a requirement for Council to pay additional penalties or overtime.

Employees working outside of these hours will not be paid for any such duty unless they have been specifically directed to do so by their Supervisor/Manager, in which case, overtime provisions contained in the relevant Award will apply.

2.3.2 *Employee Required to Work Unusual Work Hours*

Where there is an operational requirement for an employee to work unusual work hours, employees that hold positions within the following business areas may be required to work their ordinary hours in line with Division 2, Section 1, Clause 15.2 of the *Queensland Local Government Industry (Stream A) Award - State 2017*:

- Events;
- Community and Cultural Centres;
- Community Development;
- Cultural Services – Libraries;
- Economic Development;
- Transfer Stations; and
- Parks and Gardens.

2.3.3 *Operational Supervisors Payment of 1.75 Hours Over and Above 36.25 Hours*

The ordinary hours of duty of officers having other workers under their immediate supervision shall if so determined by the employing respondent be the same as the ordinary hours of the workers supervised, e.g. where the officer is employed to work 36.25 hours per week, and the operational employees under their supervision are employed to work 38 hours per week, the 1.75 extra hours required to be worked by the officer shall be paid at ordinary rates. The 1.75 hours have been annualised at ordinary rates and have been included as such in the wages schedule attached to this agreement. Provided that this clause shall not apply to officers holding professional qualifications, and for the purpose of this clause Engineering Surveyors shall be deemed to be included in that category.

Operational Supervisors, who were appointed to the position prior to certification of this Agreement, will continue to receive payment of the additional 1.75 hours at overtime rates.

2.3.4 *Flexitime Arrangements for Office Based Employees*

Flexitime is intended to provide employees with flexibility in the way they perform their ordinary hours of work without increasing existing overtime levels. The flexitime system will rely on consultation between employees and their direct Managers/Supervisors, in the context of the business area, to ensure that Council's needs and objectives are met while providing employees flexibility and work life balance.

Definitions of commonly used terms are as follows:

- (a) Ordinary hours of duty are as defined in the Stream A Award.
- (b) Standard Day shall constitute 7 hours 15 minutes.

- (c) Core time shall mean the periods during the day when all employees are normally required to be present. Core times are determined by the manager/supervisor of the business area to meet operational and service delivery requirements.
- (d) Flex debit shall mean an allowable amount below the normal hours that an officer is required to work. For example, if an officer has worked six (6) hours on one day, a flex debit of 1 hour 15 minutes is accrued for that day. Flex debit may be shown as (-) on timesheets.
- (e) Flex credit shall mean an allowable amount above the normal hours that an officer is required to work. For example, if an officer has worked eight (8) hours on one day, a flex credit of 45 minutes is accrued for that day. Flex credit may be shown as (+) on timesheets.
- (f) Settlement period shall mean the period of ten (10) working days, during which a full time employee is required to work a total of 72.5 ordinary hours. This period coincides with the pay period.

Eligibility

Office based employees, other than operational managers/supervisors who work a 38-hour work week, covered under the Stream A Award, will be eligible to participate in the flextime system.

Flextime Arrangements

Employees shall be required to obtain approval from the Manager/Supervisor to participate in the flextime system. Participation should not be unreasonably refused, however, participation shall be focused on operational or workload necessity.

Accrual of flextime is strictly for the purpose of meeting workload or service delivery requirements. Accrual of flextime, changes to normal hours of attendance, and taking of flextime should be discussed and endorsed by the employee's direct Manager/Supervisor, prior to accrual of, and access to, flextime. Where prior endorsement is not obtained, the Manager/Supervisor has discretion not to approve accrual of, or payment for taking of, the flextime. In such circumstances the leave will be recorded as unpaid/unauthorised leave.

An employee's normal hours of attendance whilst participating in the flextime system should be regular and determined in accordance with the business area requirements and coverage. Each business area may determine core time, during which all employees are required to be in attendance.

All employees must ensure that they access a designated unpaid lunch break, which must be taken within five (5) hours of their commencement time. A rest pause or morning tea break of twenty (20) minutes duration during the first half of each ordinary working day is to be taken separately from the lunch break and shall be at a time and rostered in such a way as to not interfere with the continuity of operations.

Employees may accrue a maximum of five (5) ordinary days (36.25 hours or pro rata for a part-time employee) flex credit. Flex credit may be carried over to the next Settlement Period. Employees are responsible for ensuring that their flex credit does not exceed the specified amount.

A flex debit may only be incurred with prior approval of the employee's direct Manager/Supervisor and must be reconciled within the same settlement period. Ordinarily a flex debit should not exceed 4 hours.

Higher Duties or Promotion

Where an employee is proceeding on a period of higher duties or has secured a higher classified position with Council, all efforts should be made to reduce flex credit prior to commencement.

By mutual agreement an employee and Council may agree to cash out accrued flex credit at ordinary rates, for example in the instance where flex credit has been accrued during a period of higher duties and the employee has exhausted all efforts to access the leave, then the employee may request Council approval for the flex credit to be paid out at the higher rate.

Time Recording

The employee's direct Manager/Supervisor is to approve all eligible employees' timesheets on a fortnightly basis.

Employees participating in flextime are required to record the time taken on their timesheet in accordance with Council procedures.

Overtime

Overtime shall only be payable in circumstance where:

- (a) an employee is directed to work overtime, or prior approval is received;
- (b) the employee works more than ten (10) hours in any one day;
- (c) work is performed outside nominal hours and a flex credit of 36.25 hours would be exceeded.

In all instances, overtime will be paid only with the prior approval of the Supervisor. In the case of (c) above, overtime will not be paid for time worked which results in flex credits exceeding 36.25 hours without prior written approval of the authorised officer.

PART 3 – WAGES AND ALLOWANCES

3.1 Salary Increase

This Agreement provides for the following wage and salary increases (refer to Schedule One). Wage increase will be applied as follows:

- 2% wage increase commencing from the first full pay period following 1 July 2021;
- 2% wage increase commencing from the first full pay period following 1 July 2022;
- 2% wage increase or CPI*, whichever is greater, from first full pay period following 1 July 2023;
- 2% wage increase or CPI*, whichever is greater, from first full pay period following 1 July 2024;

**The Consumer Price Index (CPI) to be used for the determination of the wage increases will be in accordance with the All Groups CPI, using Brisbane as the capital city. The CPI rate will be calculated by averaging the first three quarterly CPI increases of the previous financial year, plus the final quarter of the financial year preceding that i.e. in July 2023 the CPI will be calculated based on the average quarterly CPI increases from 1 April 2022 to 30 March 2023. Where greater than the wage increase percentage, the CPI increase to be paid will be capped at 3.5%.*

The annual wage increases will be applied to the allowances specified at Clause 3.3.3 or as otherwise specified within this Agreement.

3.2 Increment Progression

Movement to the next highest salary point within a classification level will be by way of annual increment subject to the employee concerned having given satisfactory service for the prior twelve months.

3.3 Allowances

3.3.1 Availability/On-Call

Where an employee is directed/instructed to perform work either remotely or through attendance at a Council worksite outside of normal working hours, the employee is to be available for work and must be readily accessible and in a fit state if called upon to perform work.

(a) Operational Employees

Monday to Saturday - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$19.53 for each day and/or night during which the employee remains on call. The on-call allowance will increase in accordance with the annual wage increases within this Agreement.

Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for a working day of eight (8) hours.

Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned 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 8 hours.

Provided further, if the time worked by the employee at overtime rates is eight (8) hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.

An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the employer's premises outside ordinary hours to perform a specific job.

(b) Office-Based Employees and Operational Supervisors

From certification of this Agreement, the rate of \$37.55 per day will be paid to the employees under the Queensland Local Government (Stream A) Award – State 2017 for on call/standby, with the provision for crediting of annual leave for public holidays which fall when an employee is on call, but with no provision for the payment of eight (8) hours ordinary pay for Sunday or public holiday while on call/standby. The on call/standby allowance will increase in accordance with the Agreement wage increases from 1 July 2022, detailed at Clause 3.1.

3.3.2 *Workplace Health and Safety Representatives*

An employee appointed by Council and trained as a Workplace Health and Safety Representative and who attends and participates in the Workplace Health and Safety Representative meetings will receive an allowance of \$16 per week.

3.3.3 *Annualisation of Wages/Salaries – Operational Employees*

An allowance may be paid at a rate for the actual time involved in performing a set task or as a certain payment per fortnight or where it is annualised as part of an employee's salary.

To simplify the payment of wages and applicable allowances, standard allowances will be annualised and incorporated as part of the base wages or salary.

For the purposes of this annualisation, the following provisions will apply:

- Standard allowances applicable to each position classification or level will be identified, the annual amount of these allowances calculated, divided into equal increments based on the number of pay periods per year and this amount added to the ordinary pay rate paid in each period.
- These standard allowances, which are annualised and form part of an employee's ordinary pay rate, will be increased in accordance with the Agreement wage increase percentages detailed at Clause 3.1.
- Any non-standard allowances not included in the annualised wage or this Agreement but provided for in the Award, will form additional payments on an as claimed basis and will be subject to the annual state wage increase determined by the QIRC.
- Overtime or call-outs worked in excess of clause 2.3.1 will be paid in accordance with applicable Award provisions.

Standard allowances to be annualised as follows:

- Construction Workers Allowance - All employees, other than TPOs and Assistant TPOs, employed in accordance with Division 2, Section 5 Operational Services, Stream B Award
- Tool & Travel Allowance – Carpenters and Plumbers employed in accordance with Division 2, Section 1 Building Trades Service, Stream C Award
- Tool Allowance & Dirt Money– Fitters employed in accordance with Division 2, Section 2 Engineering and Electrical/Electronic Services, Stream C Award (this does not include Live Sewer Allowance).

3.3.4 *Unclean Fleet Allowance*

An employee undertaking mechanical works on transfer station or waste facility fleet which has not been cleaned prior and is covered in dirt or other unsanitary substances, will be entitled to a \$20.00 allowance to compensate for such dirty work. The Unclean Fleet Allowance may only be claimed once per day and, where claimed, the employee will not be entitled to claim any other allowance that compensates for dirty work.

3.3.5 *Annual Leave Loading*

Annual leave loading will be incorporated into the annualised wage.

3.4 Travel During Overtime

Field based employees may be required to start and cease work at a job site at their usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer. Where an employee/s is directed by Council to attend the workplace and then travel to a job site as either a driver or a passenger in a work vehicle, outside of ordinary working hours, such travel will be paid at the appropriate overtime penalty rates.

PART 4 – LEAVE PROVISIONS

4.1 Personal/Sick Leave

All employees are entitled to fifteen (15) days personal/sick leave each calendar year. Personal/Sick leave, as set out below, shall accumulate on an ongoing basis and there is no sick leave cap.

Full time employees whose ordinary hours of work are 36.25 hours per week shall be entitled to 108.75 hours of personal/sick leave for each completed year of service.

Full time employees whose ordinary hours of work are 38 hours per week shall be entitled to 114 hours of personal/sick leave for each completed year of service.

Part time employees shall accrue leave on a pro-rata basis of full-time employees undertaking the same type of work.

Sick Leave for Preventative Health

4.1.1 Employees shall be entitled to access sick leave of up to five (5) full time working days (pro rata for part-time employees) of sick leave per annum, which may be accessed as part days (minimum of 1 hour), to attend preventative health or routine medical appointments with a Registered Health Practitioner, as defined by the Australian Health Practitioner Regulation Agency.

4.1.2 Employees shall be required to seek approval from their supervisor a minimum of five (5) working days prior to the sick leave being taken for such appointments. Where an employee is subject to absenteeism management, they may be required to provide a medical certificate (or statutory declaration in circumstances where a medical certificate cannot be provided by the health care provider) for each instance of sick leave taken for preventive health.

4.1.3 Approval may be provided to an employee to access additional sick leave for the purpose of preventative health, at the discretion of the relevant General Manager, however, this must not exceed the 15 days' entitlement (or pro-rata for part-time employees) in any one year.

Sick Leave Credit to Annual Leave

4.1.4 Employees who fall ill during annual leave may claim back their annual leave from their sick leave entitlement on provision of a medical certificate and provided the days ill are five (5) working days or more.

4.2 Paid Parental Leave

4.2.1 Primary Caregiver

Eight (8) weeks' paid parental leave or sixteen (16) weeks at half pay will be available to all employees (excluding casuals) eligible for parental leave pursuant to Clause 4.3 of this Agreement, for the purpose of biological confinement, adoption or surrogacy (pregnancy). Paid parental leave will be effective from the date of the commencement of parental leave and forms part of the fifty-two (52) weeks' parental leave entitlement, pursuant to Clause 4.3. The eight weeks' paid parental leave under this clause will be calculated as follows:

(a) Full time employees whose ordinary hours of work are 36.25 hours per week shall be entitled to 290 hours (pro-rata for part-time employees).

(b) Full time employees whose ordinary hours of work are 38 hours per week shall be entitled to 304 hours (pro-rata for part-time employees).

Where, after the first twenty (20) weeks, an employee's pregnancy results in other than the birth of a living child or where a child dies following the employee's date of confinement but during that employee's period of paid parental leave, that employee (birth parent) shall continue to be entitled to the eight (8) weeks' paid leave.

4.2.2 Secondary Caregiver

Two (2) weeks' paid parental leave will be available to all employees (excluding casuals) eligible for parental leave pursuant to Clause 4.3, for the purpose of supporting the primary caregiver in the instance of biological confinement, adoption or surrogacy. The two weeks' paid parental leave under this clause will be calculated as follows:

(a) Full time employees whose ordinary hours of work are 36.25 hours per week shall be entitled to 72.5 hours (pro-rata for part-time employees).

(b) Full time employees whose ordinary hours of work are 38 hours per week shall be entitled to 76 hours (pro-rata for part-time employees).

4.2.3 Where both parents are employees of Council, only one parent may access primary caregiver leave or secondary caregiver leave for each pregnancy (these leave types may not be combined). An employee is only entitled to access either primary or secondary caregiver leave, not both, for each pregnancy.

4.2.4 Paid parental leave provisions of this Agreement shall be in addition to any paid leave entitlement provided by the Australian Government.

4.3 Parental Leave

All 'eligible employees' shall be entitled to access parental leave in accordance with the Queensland Employment Standards as contained in the *Industrial Relations Act 2016*.

An 'eligible employee' is any employee, other than a casual, that has had 12 months continuous service, at the time of the birth or adoption of the child, and long-term casual employees.

A long-term casual employee, for the purpose of this entitlement, is:

- (a) employed by Council on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

The entitlement to unpaid parental leave in accordance with *Industrial Relations Act 2016* will be inclusive of:

- the period of paid parental leave provided under Clause 4.2;
- any further paid leave entitlement accessed by the employee, for example long service leave or annual leave; and
- the period of paid leave provided by the Australian Government (considered unpaid leave from Council).

The birth parent will require a medical certificate demonstrating fitness to work in their normal duties in order to work within the six weeks before or after birth.

Council recognises that employees may wish to seek part-time work arrangements upon return from parental leave. Subject to the needs of the business, managers will seek to accommodate the request for part-time work. Employees are encouraged to discuss their potential needs with their manager as early as possible, including before departing on leave, providing maximum opportunity to discuss and consider potential mutually agreeable arrangements. The parties recognise that, in order to meet both business needs and the employee's need for part-time working arrangements, it may be necessary for employees to seek or accept alternative placement in another role or business area.

4.4 Superannuation during Unpaid Parental Leave for Primary Caregivers

Employees (excluding casuals) covered under this Agreement shall receive employer superannuation contributions for a period of unpaid parental leave for primary care givers as defined under section 4.2.1, approved in accordance with Clause 4.3 and the *Industrial Relations Act 2016*.

4.4.1 Eligibility for payment of employer superannuation contributions will be conditional on:

- (a) the employee's leave balances being exhausted for all other applicable leave types (including annual leave and long service leave) at the commencement of unpaid leave; and
- (b) the employee's return to work from unpaid leave for a minimum of 12 months' continuous service.

4.4.2 Payment of the employer superannuation contributions to primary care givers during unpaid parental leave in accordance with this clause will be for the initial period of unpaid parental leave up to 52 weeks only. Superannuation contributions will not be payable for any extended periods of unpaid parental leave up to 104 weeks.

4.4.3 The employer superannuation contribution to primary care givers during a period of unpaid parental leave will be paid within 14 days following the employee's undertaking 12 months' continuous service with Council on finalisation of their parental leave period.

4.4.4 The employer superannuation contributions will be made at the applicable rate specified under the *Superannuation Guarantee (Administration) Act 1992*, plus the additional Council contribution of 0.5% from certification of the Agreement, and an additional 0.5% (total 1%), from the first full pay period following 1 July 2023.

4.4.5 To avoid any doubt, as there is no legislative requirement to make employer superannuation contributions during a period of unpaid leave, and noting employees' contributions to their superannuation via salary sacrifice would not be made during the period, the additional employer contributions provided for under the *Local Government Act 2009* will not be applicable.

4.5 Annual Leave

Scenic Rim Regional Council provides for flexible working arrangements to support work and family harmony providing the increased flexibility contributes to greater productivity.

- 4.5.1 Employees will be entitled to four (4) weeks' annual leave on full pay within a twelve (12) month period which is accrued proportionately on a fortnightly basis.
- (a) Full time employees whose ordinary hours of work are 36.25 hours per week shall be entitled to 145 hours of annual leave for each completed year of service.
 - (b) Full time employees whose ordinary hours of work are 38 hours per week shall be entitled to 152 hours of annual leave for each completed year of service.
- 4.5.2 Part Time employees will be entitled to four (4) weeks' annual leave on full pay within a twelve (12) month period which will be calculated on a pro-rata basis.
- 4.5.3 It is preferred that the balance of the employee's accrued annual leave entitlement be scheduled to be taken in regular and consistent blocks of time subject to the requirement of the business needs of the organisation, however flexibility will be retained to enable employees to schedule annual leave at other times.
- 4.5.4 Employees are to participate in annual leave planning by submitting a provisional application for annual leave every six (6) months.
- 4.5.5 Employees must apply for annual leave at least six (6) weeks before the planned commencement of annual leave and approval of annual leave will be as agreed between the employee and their supervisor unless a lesser period of notice is agreed upon.
- 4.5.6 Employees requiring annual leave in exceptional circumstances and unable to give the required six (6) weeks' notification must direct their application for leave to the Manager of the Department through their supervisor with genuine reasons for the leave requests.
- 4.5.7 In processing applications for annual leave, consideration must be given to minimising disruption to planned works programs and accommodating employee needs.
- 4.5.8 Employees who have applied for annual leave will receive a response as to whether their request for annual leave has been approved or denied within seven (7) working days of receipt of the request.
- 4.5.9 Employees within the workshop section will continue to take annual leave on a rostered basis throughout the year and rostering of this leave may not be affected by the closedown periods applying to other sections of the workforce.

4.6 Christmas Closedown

- (a) One (1) week minimum closedown to be mandatory over the Christmas period. Skeleton crews as required will operate during this period.
- (b) The public holidays will be supplemented by banked RDO's/flextime credit, accrued annual or long service leave or unpaid leave if required.
- (c) For the purpose of the closure, employees will be entitled to accrue an additional 3 days' flextime or RDO's to their banked balance. Such time shall be accrued, as approved by the supervisor/manager, between the period of 1 October to the second week in December, and must be used for the Christmas closure period.
- (d) Where an employee has accrued the additional 3 days and is required to work as part of a skeleton crew during the Christmas closure, preventing them from using all or part of the 3 days banked time, the employee will have the month of January to access the remainder of the time off.
- (e) In extenuating circumstances, where an employee has been unable to take all or part of the 3 days accrued flextime/RDO, the employee may seek the approval of their General Manager to have the time paid out at ordinary rates.

4.7 Long Service Leave

- 4.7.1 Long service leave for all employees will be paid on the basis of thirteen (13) weeks' leave after ten (10) years services with pro rata entitlement after seven (7) years service.

- 4.7.2 On completion of an initial qualifying period of seven (7) years continuous service and immediately after completion of such period, an employee shall become entitled to pro rata long service leave.
- 4.7.3 Long service leave may be taken for a period of not less than one (1) day in duration. Where access to long service leave is being utilised for the purpose of reducing an employee's hours or days of work on an ongoing basis, for example in the instance of transition to retirement, such an arrangement would need to be approved in consideration of staffing and operational requirements.
- 4.7.4 Alternatively, employees may be entitled to twenty-six (26) weeks' long service leave on half pay under the following provisions:
- Approval will be determined in consideration of operational requirements.
 - Applications must be made in writing and approved by the relevant General Manager.
 - Each application will be decided based on individual merit.
 - Each application must be for a minimum of one (1) week's leave.

4.8 Carer's Leave

An employee is entitled to access their personal/sick leave to care for and support:

- (a) a person who is a member of the employee's immediate family or household
 - i. when the person is ill; or
 - ii. because an unexpected emergency arises in relation to the person; or
- (b) a person who has experienced domestic violence.

An employee is not entitled to take carer's leave for a particular period if another person has taken leave to care for that person for the same period.

4.8.1 Immediate family, in relation to an employee, includes:

- (a) a spouse of the employee;
- (b) de facto spouse, which, in relation to an employee, means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis;
- (c) a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.

4.8.2 *Evidence*

- (a) For any period of carer's leave to care for or support a person which exceeds two (2) working days, the employer may require a medical certificate from a qualified medical practitioner, a statutory declaration, or other evidence of illness to reasonably satisfy the employer.
- (b) For any period of carer's leave to care for or support a person who has experienced domestic violence, the employer may require a statutory declaration evidencing that the leave is necessary or evidence as detailed in 4.8.2 (c) i-iv.
- (c) The employee must provide the employer, if reasonably practicable, before the employee takes leave; or otherwise, at the first reasonable opportunity, the following information:
 - i. notice of the intention to take carer's leave; and
 - ii. the name of the person requiring care and the person's relationship to the employee; and
 - iii. the reason for taking the leave; and
 - iv. the period the employee estimates the employee will be absent; and
 - v. if the reason for taking the leave is because an unexpected emergency has arisen—the nature of the emergency.

4.8.3 In the event an employee exceeds five (5) uncertified carer's leave days in a financial year period, Council's absenteeism management process may be implemented.

4.9 Cultural Leave

4.9.1 Council recognises that diversity enhances the workplace and aids equal opportunity and anti-discrimination. In recognition of this, Council extends the cultural leave provisions of the Act to any employee who wishes to engage in a cultural tradition, custom or ceremony.

4.9.2 The CEO may approve up to 3 days paid special leave at their discretion for employees who are emerging Aboriginal Elders/Leaders (endorsed by the Native Title group) with Councils LGA boundaries to participate in Native Title discussions proceedings pertaining to matters within the boundaries of the LGA as required.

4.10 Natural Disaster and Extreme Weather Leave

4.10.1 When a situation occurs when an employee is affected as a result of a natural disaster (including an undeclared natural disaster) or an extreme weather event caused by, but not limited to, a natural flood, cyclone, bushfire, earthquake events, and the employee is:

- (a) Prevented from being able to attend work; or
- (b) Required to leave or remain away from the workplace;

the employee shall be granted leave without loss of pay for up to a maximum of two (2) days per year (non-cumulative) and such leave is subject to approval by the Chief Executive Officer or delegate.

4.10.2 Such paid leave would only apply where the employee is unable to:

- (a) report to work at any of Council's depots or locations from which that employee's duties are undertaken by;
- (a) means of plant and/or equipment being stationed there and perform their required or alternative duties or attend training;
- (b) work remotely (e.g. from home);
- (c) where continuing to work under extreme conditions is inadvisable due to work, health and safety considerations and the employee is required to leave the worksite and return home.

4.10.3 Natural Disaster Leave is not applicable in the circumstances of a pandemic, for example COVID 19.

4.10.4 The paid leave is approved to allow employees effected to undertake the following activities:

- (a) ensure protection of family, property and livestock;
- (b) secure their residence and belongings;
- (c) undertake temporary or emergency repairs; and/or
- (d) clean up to restore dwelling to a habitable state.

4.10.5 Where an employee is directed to work at a work location other than their usual place of work, due to a natural disaster or extreme weather event the employee will be entitled to claim motor vehicle allowance for any additional travel from their home to the alternative work location. Any additional time spent travelling to the alternative work location should be done during the employee's ordinary work hours, unless otherwise directed by Council. In circumstances where the additional travel must occur outside the employee's ordinary work hours such additional time shall be paid at ordinary time.

4.10.6 The CEO has the authority to approve additional paid leave, as considered appropriate by Council in the circumstances.

4.11 Local Volunteer Leave

4.11.1 Where an employee volunteers their time to a local not-for-profit organisation that will benefit the Scenic Rim community, the employee shall be granted leave without loss of pay for up to a maximum of one (1) day per year (non-cumulative). The day's leave will not be granted in broken periods.

4.11.2 Approval of the leave will be subject to:

- (a) notice of at least 2 weeks being provided, or less by mutual agreement;
- (b) operational requirements; and
- (c) suitable evidence of attendance being provided to the employee's manager, on the day following the leave.

4.11.3 An employee may utilise the entitlement to local volunteer leave for the purpose of, and in conjunction with, the regional emergency management response leave.

4.12 Regional Emergency Management Response Leave

4.12.1 Where an employee is a registered volunteer for an emergency services organisation, including the rural fire services, state emergency services etc, and is required to respond to a weather event in the Scenic Rim region that is likely to be either a declared natural disaster or have significant impact on the Scenic Rim community, the employee shall be granted leave without loss of pay for up to a maximum four (4) days per year (non-cumulative). The leave may be taken in broken periods of not less than one full day.

4.12.2 Approval of the leave will be subject to:

- (a) notice of the leave being provided as soon as reasonably practicable;
- (b) operational requirements, for example where multiple employees in the same work group apply for leave, consideration will be given to how many employees may be granted such leave and the leave will be granted at Council's discretion;
- (c) suitable evidence of attendance being provided to the employee's manager, on the day following the period of leave or earlier in the circumstances where the leave would breach a pay cycle; and
- (d) the employee not being entitled to payment for their service by any other organisation or government body.

4.12.3 Additional leave may be granted at the Chief Executive Officer's or their delegate's discretion.

4.13 Purchased Leave

4.13.1 Commencing 1 July 2023, employees may, with Council's approval, purchase additional periods of annual leave up to a maximum of four (4) additional weeks' leave in any twelve (12) month period (or pro-rata for part-time employees). The 'purchased leave period' is defined as 1 July to 30 June each year.

4.13.2 Approval of purchased leave will be subject to:

- (a) the employee's request for leave being made at least ten (10) weeks prior to the commencement of the purchased leave period. Approval will be subject to operational requirements and the relevant General Manager's discretion;
- (b) a purchased leave arrangement, which may include the proposed designated leave periods, being endorsed and submitted to payroll six (6) weeks prior to the commencement of the purchased leave period;
- (c) the employee's accrued leave balance being less than or equal to four (4) weeks' annual leave and eight (8) weeks' long service leave (or pro-rata for part-time employees) as at the time of commencement of the purchased leave period.

4.13.3 Purchased leave will be paid at the rate of the employee's salary in their substantive position at the time of taking the leave where the employee is acting in a higher-level position, the employee may request that their purchased leave be paid at the higher salary, with the General Manager's approval, subject to any additional costs being managed in accordance with 4.13.4. Purchased leave will be deducted at a rate agreed between the employee and Council's payroll team. Deductions will be agreed prior to commencement of the purchased leave period and form part of the purchased leave arrangement. Any discrepancy between the purchased leave to be accessed by the employee and the amount deducted from their wages, resulting from an employee's salary increasing or decreasing during the purchased leave period, will be reconciled in accordance with Council's procedure.

4.13.4 When seeking to access the purchased leave the employee must make a leave application at least ten (10) weeks prior to the leave period, unless otherwise approved by the relevant General Manager, and cannot be accessed until the cost of the leave has been paid for by the employee.

4.13.5 The employee will take the full period of purchased leave within the purchased leave period. Where purchased leave is cancelled in extraordinary circumstances or not taken due to termination of employment, the total deductions made via the purchased leave arrangement will be reimbursed to the employee.

4.13.6 Superannuation entitlements are not payable while an employee is accessing purchased leave.

4.13.7 Purchased leave shall not attract additional annual leave loading.

4.13.8 An employee's continuity of employment shall not be impacted by the period of purchased leave.

PART 5 – MISCELLANEOUS PROVISIONS

5.1 Superannuation

The parties will comply with the requirements of the Local Government Superannuation Scheme and Chapter 7 of the Queensland Local Government Act 2009 (LG Act) (as amended). In addition, Council will contribute a further 0.5% to superannuation from certification of the Agreement, and an additional 0.5% (total 1%) from the first full pay period following 1 July 2023, where an employee is contributing to their superannuation in accordance with the LG Act and Local Government Regulations 2012

5.2 Staff Meetings

All attendances at staff meetings will be paid at the ordinary rate of pay. No overtime is applicable for employees attending staff meetings, including any travel time or any hours above that of an ordinary day. This relates only to the staff briefing sessions of the Chief Executive Officer for which up to four (4) staff meetings for duration of no longer than one (1) hour within a one (1) year period will occur.

5.3 Redundancy and Redeployment

5.3.1 Council aims to maintain, where possible, employees whose positions have become redundant in continued employment with Council and to retrain such employees where necessary or practical.

5.3.2 Notice Period

Any employees whose positions are to be made redundant shall receive thirteen (13) weeks' formal notification of impending redundancy as shall their Union representative where applicable.

5.3.3 Consultation with Relevant Union Representatives

When it appears that a position or positions are likely to become redundant, the Council shall, at the earliest practicable time, provide all relevant details and consult as per 5.11 with the affected employee and their relevant Union representative regarding the reasons for the position or positions becoming redundant and the number, classification, location and details of the redundant positions.

5.3.4 Redeployment

The Council shall endeavour to find suitable alternative employment within Council for all employees. All such employees shall be individually interviewed to determine what options may exist for retraining for Council.

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 where the income/salary/wage is equal to or more than the income/salary/wage of the previous position i.e. when the employees income/salary/wage level is equal to that of the lower classification transferred to.

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

Accrued entitlements - When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employees' accrued entitlements only at the maintained income/salary/wage until the gross annual income/wage/salary of the newly classified position equals and/or surpasses such gross annual income/wage/salary.

In effect, Council agrees that employees classified to a lower level will suffer no financial disadvantage on accrued entitlements.

5.3.5 Redundancy

Upon a determination by Council that an employee's position has become redundant, and redeployment cannot be achieved, such employees shall receive notice of involuntary redundancy.

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

On termination, eligible employees shall receive an ex-gratia redundancy payment at a rate appropriate to the completed years of service. This redundancy payment is to consist of two (2) weeks' payment per year of service 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.

The total benefit cannot exceed fifty-two (52) weeks, except for the relevant notice period and one (1) extra week for employees over the age of forty-five (45) years.

Eligible employees are those for whom suitable alternative employment cannot be found, whose application for voluntary redundancy has been accepted and who have at least one (1) year service.

Compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit.

Providing each case has the prior approval of the employee's Supervisor/Manager, leave with pay shall be granted for the purpose of attending personal employment interviews. This sub clause only applies to employees whose positions have been declared redundant.

Each employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment via best endeavour of 28 days before possible termination date.

Employees who are over forty-five (45) years of age will receive an additional one (1) week pay.

5.4 Transmission of Business

In this clause "business" includes trades, process, business or occupation and includes part of any such business and "transmission" includes transfer, outsourcing, conveyance, assignment or success whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

Where a business or part of a business of the Council is transmitted from Council to another employer (the transmittee) and an employee, who at the time of such transmission was an employee of the Council, elects to become an employee of the transmittee, the Council will ensure that the terms and conditions of employment paid by the transmittee are no less favourable than those which applied to the employment with the Council.

Council shall include as part of tender specifications, and within the contractual arrangements with the transmittee, the obligation for the transmittee to apply terms and conditions of employment, including the employer contributions to superannuation, that are no less favourable than those which applied to each transmitted employee at the Council immediately prior to the transmission of business occurring.

Where the Council declares any positions redundant as a consequence of a transmission of business, the following shall apply to affected employees:

- (i) All reasonable steps will be taken to find suitable alternative employment within Council;
- (ii) At the end of the redeployment process, where no suitable offer of redeployment was available to the employee, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement together with all other accumulated entitlements.

5.5 Positive Employment Relations

Council supports employees' rights to join and maintain financial membership of an organisation that has the right to represent the industrial interests of the employees.

Council also acknowledges that an employee, who is eligible to become a member of an industrial association, may become or remain a member of the association without fear of discrimination.

Union Industrial Officers and Union Delegates

Council acknowledges that Union Industrial Officers and Union Delegates have a continuing role to play in the improvement of the workplace. The existence of accredited Union Delegates is supported and Council will not hinder accredited delegates in the reasonable and responsible performances of their duties.

Union Industrial Officers and Union Delegates will have access to Council e-mail system, telephones, printers and photocopiers in accordance with Council Policies, Code of Conduct and guidelines that can be considered to be reasonable and cost effective to the Council.

Accredited Union Industrial Officers and Union Delegates shall have access to Council communication systems to communicate with staff.

Where information is to be disseminated via global e-mail to all staff, or to a group of staff that may include non-union members, the message must be approved by the Chief Executive Officer before dissemination. Such clearance shall not be unreasonably withheld. When approved by the Chief Executive Officer, Council's e-mail system may be used.

Information that is more specific and generally intended only for union members does not need clearance by the Chief Executive Officer before dissemination. Such information may be put by delegates on notice boards. Council's e-mail system may be used for circulating messages in these instances, on a selective basis to union members only.

Authorised Union Industrial Officers will have access to meeting rooms in Council buildings to undertake meetings, investigate concerns or interview members in accordance with Section 348 of the Industrial Relations Act 2016 (Queensland).

Each Union party under this Agreement will be entitled to hold a minimum of two 30-minute official union meetings annually. As far as reasonably practicable, the Union parties will attempt to coordinate their Union meetings to occur on the same date/time, to minimise disruption to operations.

An official Union meeting may be called during work time, providing that:

- there will be minimal disruption to normal 'day to day' operations;
- adequate notice of at least 72 hours' is provided; and
- the approval of the Chief Executive Officer is given;

Where the above is satisfied, then the union meeting shall be considered paid time.

5.6 Trade Union Training Leave

Up to eighteen (18) working day's leave (non-cumulative) per Union party to this Agreement shall be granted to appointed Union Delegates who submit a written application endorsed by the relevant union to attend courses and seminars conducted by the union. Such leave will be limited to no more than six (6) days per Union Delegate.

Such requests will be approved where at least one (1) month notice (where practicable) is provided and where the leave does not significantly disrupt the service delivery provided by the employees work unit.

5.7 Recruitment and Selection

The parties acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation. Council will make all meaningful attempts to 'promote from within', building on the current knowledge base within Council, whilst offering developmental opportunities for employees. In the first instance, Council will consider existing staff within Council before recruiting externally. Council will advertise positions on notice boards and electronically for all internally advertised positions.

All positions graded at Level 5 and below according to the Queensland Local Government (Stream A) Award – State 2017 and the Queensland Local Government (Stream B) Award – State 2017 shall be advertised internally for ten (10) working days subject to the discretion of the Chief Executive Officer. All positions graded at Level 6 and above according to the Queensland Local Government (Stream A) Award – State 2017 and the Queensland Local Government (Stream B) Award – State 2017 shall be advertised concurrently subject to the discretion of the Chief Executive Officer.

5.8 Employment Security

Council recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their Unions recognise that Council must operate within the community expectations as determined by their elected Councillors, State laws, available funds and budgeted priorities, and the terms of this Agreement. The parties agree that the best way to provide ongoing security of employment in Council is for managers and employees to deliver the services and infrastructure required by the community as efficiently and effectively as possible.

5.9 Joint Consultative Committee

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Joint Consultative Committee (JCC) will continue and be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.

The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.

It is agreed that the JCC will be the committee through which genuine consultation and discussion regarding any major workplace reform or changes will occur between Council, employees and the relevant Unions. The JCC will meet every three (3) months, provided that the parties may request additional meetings when needed.

5.10 Shared Services and Contracting Out

It is the clear position of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council. Council may determine to contract outsourced works and services in the following circumstances:

- In the event of a critical shortage of skilled staff
- Where there is a lack of available infrastructure capital or a cost in the provision of technology
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out
- Extraordinary or unforeseen circumstances

5.11 Organisational Change

5.11.1 Council's Duty to Notify

Where Council proposes to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council shall consult with the employees who may be affected by the proposed changes and their Union or Unions that are a party to this Agreement.

'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

5.11.2 Council's Duty to Consult

Council shall consult the employees affected and their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

The consultation shall occur before a decision, referred to above, is made.

For the purpose of such consultation Council shall provide in writing to the employees concerned and where relevant their 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 Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

SIGNATORIES

Signed for and on behalf of:
SCENIC RIM REGIONAL COUNCIL

Jon Gibbons

Chief Executive Officer

Position

In the presence of:

Oliver Pring

Name of Witness (please print)

Oliver Pring

Signature of Witness

06.06.2022

Date

06.06.2022

Date

Signed for and on behalf of:
**THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA,
QUEENSLAND BRANCH, UNION OF EMPLOYEES (APESMA)**

Sean Kelly

08.06.22

Date

Queensland Director

Position

In the presence of:

Annalese Jack

Name of Witness (please print)

Annalese Jack

08.06.22

Date

Signature of Witness

Signed for and on behalf of:
**THE AUTOMOTIVE METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES, INDUSTRIAL
UNION OF EMPLOYEES, QUEENSLAND (AMWU)**

Rohan Webb

09.06.22

Date

State Secretary QLD and NT

Position

In the presence of:

Minami Rose

Name of Witness (please print)

Minami Rose

09.06.22

Signature of Witness

Date

Signed for and on behalf of:
THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND (AWU)

Stephen Baker

08.06.22

Date

Queensland Secretary

Position

In the presence of:

Breanna Beattie

Name of Witness (please print)

Breanna Beattie

08.06.22

Date

Signature of Witness

Signed for and on behalf of:
**THE CONSTRUCTION, FORESTRY, MINING AND ENERGY, INDUSTRIAL UNION OF EMPLOYEES
QUEENSLAND (CFMEU)**

Kane Lowth

14.06.22

Date

Assistant State Secretary

Position

In the presence of:

Emma Eaves

Name of Witness (please print)

Emma Eaves

14.06.22

Date

Signature of Witness

Signed for and on behalf of:
QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES (QSU)

Neil Henderson

15.06.22

Date

Secretary

Position

In the presence of:

Cianan Beaton

Name of Witness (please print)

Cianan Beaton

15.06.22

Signature of Witness

Date

Signed for and on behalf of:
**THE TRANSPORT WORKERS' UNION OF AUSTRALIA, UNION OF EMPLOYEES -QUEENSLAND
BRANCH (TWU)**

Richard Olsen

10.06.2022

Date

Branch Secretary

Position

In the presence of:

Helena Dalton-Bridges

Name of Witness (please print)

Helena Dalton-Bridges

10.06.2022

Date

Signature of Witness

Local Government Officers' Award (Stream A) - 36.25 hours per week

| Level | Step | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|---------|------|--------------------------------------------------|--------------|--------------------------------------------------|--------------|----------------------------------------------------|--------------|----------------------------------------------------|--------------|
| | | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Level 1 | 0 | \$2,099.75 | \$54,593.44 | \$2,141.74 | \$55,685.31 | \$2,184.58 | \$56,799.01 | \$2,228.27 | \$57,934.99 |
| Level 1 | 1 | \$2,123.85 | \$55,220.16 | \$2,166.33 | \$56,324.57 | \$2,209.66 | \$57,451.06 | \$2,253.85 | \$58,600.08 |
| Level 1 | 2 | \$2,157.52 | \$56,095.42 | \$2,200.67 | \$57,217.33 | \$2,244.68 | \$58,361.67 | \$2,289.57 | \$59,528.91 |
| Level 1 | 3 | \$2,193.86 | \$57,040.46 | \$2,237.74 | \$58,181.27 | \$2,282.50 | \$59,344.90 | \$2,328.15 | \$60,531.80 |
| Level 1 | 4 | \$2,231.51 | \$58,019.19 | \$2,276.14 | \$59,179.57 | \$2,321.66 | \$60,363.16 | \$2,368.09 | \$61,570.43 |
| Level 1 | 5 | \$2,272.23 | \$59,078.11 | \$2,317.68 | \$60,259.67 | \$2,364.03 | \$61,464.86 | \$2,411.31 | \$62,694.16 |
| Level 2 | 0 | \$2,323.95 | \$60,422.72 | \$2,370.43 | \$61,631.18 | \$2,417.84 | \$62,863.80 | \$2,466.20 | \$64,121.08 |
| Level 2 | 1 | \$2,376.49 | \$61,788.75 | \$2,424.02 | \$63,024.53 | \$2,472.50 | \$64,285.02 | \$2,521.95 | \$65,570.72 |
| Level 2 | 2 | \$2,432.22 | \$63,237.78 | \$2,480.87 | \$64,502.53 | \$2,530.48 | \$65,792.58 | \$2,581.09 | \$67,108.44 |
| Level 2 | 3 | \$2,489.56 | \$64,728.67 | \$2,539.36 | \$66,023.25 | \$2,590.14 | \$67,343.71 | \$2,641.95 | \$68,690.59 |
| Level 3 | 0 | \$2,550.67 | \$66,317.54 | \$2,601.69 | \$67,643.89 | \$2,653.72 | \$68,996.77 | \$2,706.80 | \$70,376.70 |
| Level 3 | 1 | \$2,613.01 | \$67,938.32 | \$2,665.27 | \$69,297.09 | \$2,718.58 | \$70,683.03 | \$2,772.95 | \$72,096.69 |
| Level 3 | 2 | \$2,676.81 | \$69,597.03 | \$2,730.34 | \$70,988.97 | \$2,784.95 | \$72,408.75 | \$2,840.65 | \$73,856.92 |
| Level 3 | 3 | \$2,740.58 | \$71,254.97 | \$2,795.39 | \$72,680.06 | \$2,851.29 | \$74,133.67 | \$2,908.32 | \$75,616.34 |
| Level 4 | 0 | \$2,804.16 | \$72,908.27 | \$2,860.25 | \$74,366.43 | \$2,917.45 | \$75,853.76 | \$2,975.80 | \$77,370.84 |
| Level 4 | 1 | \$2,868.05 | \$74,569.29 | \$2,925.41 | \$76,060.68 | \$2,983.92 | \$77,581.89 | \$3,043.60 | \$79,133.53 |
| Level 4 | 2 | \$2,931.76 | \$76,225.69 | \$2,990.39 | \$77,750.20 | \$3,050.20 | \$79,305.20 | \$3,111.20 | \$80,891.31 |
| Level 4 | 3 | \$2,995.49 | \$77,882.85 | \$3,055.40 | \$79,440.51 | \$3,116.51 | \$81,029.32 | \$3,178.84 | \$82,649.90 |
| Level 5 | 0 | \$3,059.20 | \$79,539.24 | \$3,120.39 | \$81,130.03 | \$3,182.79 | \$82,752.63 | \$3,246.45 | \$84,407.68 |
| Level 5 | 1 | \$3,122.97 | \$81,197.18 | \$3,185.43 | \$82,821.12 | \$3,249.14 | \$84,477.54 | \$3,314.12 | \$86,167.09 |
| Level 5 | 2 | \$3,186.74 | \$82,855.11 | \$3,250.47 | \$84,512.22 | \$3,315.48 | \$86,202.46 | \$3,381.79 | \$87,926.51 |
| Level 6 | 0 | \$3,293.08 | \$85,620.14 | \$3,358.94 | \$87,332.55 | \$3,426.12 | \$89,079.20 | \$3,494.65 | \$90,860.78 |
| Level 6 | 1 | \$3,399.31 | \$88,382.08 | \$3,467.30 | \$90,149.73 | \$3,536.64 | \$91,952.72 | \$3,607.38 | \$93,791.78 |
| Level 6 | 2 | \$3,505.54 | \$91,144.03 | \$3,575.65 | \$92,966.91 | \$3,647.16 | \$94,826.24 | \$3,720.11 | \$96,722.77 |
| Level 7 | 0 | \$3,611.77 | \$93,905.97 | \$3,684.00 | \$95,784.08 | \$3,757.68 | \$97,699.77 | \$3,832.84 | \$99,653.76 |
| Level 7 | 1 | \$3,718.00 | \$96,667.91 | \$3,792.36 | \$98,601.26 | \$3,868.20 | \$100,573.29 | \$3,945.57 | \$102,584.75 |
| Level 7 | 2 | \$3,824.28 | \$99,431.39 | \$3,900.77 | \$101,420.02 | \$3,978.79 | \$103,448.42 | \$4,058.36 | \$105,517.39 |
| Level 8 | 0 | \$3,951.82 | \$102,747.26 | \$4,030.85 | \$104,802.21 | \$4,111.47 | \$106,898.25 | \$4,193.70 | \$109,036.22 |
| Level 8 | 1 | \$4,079.38 | \$106,063.91 | \$4,160.97 | \$108,185.19 | \$4,244.19 | \$110,348.89 | \$4,329.07 | \$112,555.87 |

| | | | | | | | | | |
|---------|---|------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| Level 8 | 2 | \$4,206.86 | \$109,378.24 | \$4,290.99 | \$111,565.80 | \$4,376.81 | \$113,797.12 | \$4,464.35 | \$116,073.06 |
| Level 8 | 3 | \$4,326.94 | \$112,500.34 | \$4,413.47 | \$114,750.34 | \$4,501.74 | \$117,045.35 | \$4,591.78 | \$119,386.26 |
| Level 8 | 4 | \$4,450.35 | \$115,709.17 | \$4,539.36 | \$118,023.36 | \$4,630.15 | \$120,383.82 | \$4,722.75 | \$122,791.50 |

Note: Includes annualised Leave Loading

*Subject to the applicable CPI increase (capped at 3.5%)

Local Government Officers' Award (Stream A) - 38 hours per week

| Level | Step | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|---------|------|--------------------------------------------------|--------------|--------------------------------------------------|--------------|----------------------------------------------------|--------------|----------------------------------------------------|--------------|
| | | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Level 2 | 0 | \$2,507.70 | \$65,200.11 | \$2,557.85 | \$66,503.99 | \$2,609.01 | \$67,834.29 | \$2,661.19 | \$69,190.96 |
| Level 2 | 1 | \$2,562.77 | \$66,632.08 | \$2,614.02 | \$67,964.61 | \$2,666.31 | \$69,324.11 | \$2,719.64 | \$70,710.58 |
| Level 2 | 2 | \$2,621.19 | \$68,151.06 | \$2,673.61 | \$69,513.97 | \$2,727.09 | \$70,904.46 | \$2,781.64 | \$72,322.54 |
| Level 2 | 3 | \$2,681.31 | \$69,713.93 | \$2,734.93 | \$71,108.09 | \$2,789.63 | \$72,530.47 | \$2,845.43 | \$73,981.07 |
| Level 3 | 0 | \$2,745.37 | \$71,379.50 | \$2,800.27 | \$72,806.97 | \$2,856.28 | \$74,263.33 | \$2,913.41 | \$75,748.58 |
| Level 3 | 1 | \$2,810.71 | \$73,078.53 | \$2,866.92 | \$74,539.98 | \$2,924.27 | \$76,030.99 | \$2,982.75 | \$77,551.60 |
| Level 3 | 2 | \$2,877.59 | \$74,817.31 | \$2,935.14 | \$76,313.54 | \$2,993.85 | \$77,840.03 | \$3,053.72 | \$79,396.82 |
| Level 3 | 3 | \$2,944.43 | \$76,555.29 | \$3,003.32 | \$78,086.27 | \$3,063.39 | \$79,648.21 | \$3,124.66 | \$81,241.17 |
| Level 4 | 0 | \$3,011.09 | \$78,288.40 | \$3,071.31 | \$79,854.05 | \$3,132.74 | \$81,451.35 | \$3,195.40 | \$83,080.36 |
| Level 4 | 1 | \$3,078.06 | \$80,029.62 | \$3,139.62 | \$81,630.09 | \$3,202.42 | \$83,262.91 | \$3,266.47 | \$84,928.16 |
| Level 4 | 2 | \$3,144.85 | \$81,765.97 | \$3,207.74 | \$83,401.17 | \$3,271.90 | \$85,069.41 | \$3,337.34 | \$86,770.79 |
| Level 4 | 3 | \$3,211.66 | \$83,503.14 | \$3,275.89 | \$85,173.08 | \$3,341.41 | \$86,876.76 | \$3,408.24 | \$88,614.28 |
| Level 5 | 0 | \$3,278.44 | \$85,239.49 | \$3,344.01 | \$86,944.16 | \$3,410.89 | \$88,683.26 | \$3,479.11 | \$90,456.92 |
| Level 5 | 1 | \$3,345.29 | \$86,977.47 | \$3,412.19 | \$88,716.90 | \$3,480.44 | \$90,491.45 | \$3,550.05 | \$92,301.27 |
| Level 5 | 2 | \$3,412.13 | \$88,715.44 | \$3,480.37 | \$90,489.63 | \$3,549.99 | \$92,299.64 | \$3,620.99 | \$94,145.62 |
| Level 6 | 0 | \$3,523.61 | \$91,613.96 | \$3,594.08 | \$93,446.12 | \$3,665.97 | \$95,315.26 | \$3,739.29 | \$97,221.55 |
| Level 6 | 1 | \$3,634.97 | \$94,509.23 | \$3,707.67 | \$96,399.30 | \$3,781.83 | \$98,327.50 | \$3,857.46 | \$100,294.04 |
| Level 6 | 2 | \$3,746.33 | \$97,404.51 | \$3,821.25 | \$99,352.48 | \$3,897.68 | \$101,339.74 | \$3,975.64 | \$103,366.53 |
| Level 7 | 0 | \$3,857.68 | \$100,299.78 | \$3,934.83 | \$102,305.66 | \$4,013.54 | \$104,351.99 | \$4,093.81 | \$106,439.02 |
| Level 7 | 1 | \$3,969.04 | \$103,195.06 | \$4,048.42 | \$105,258.84 | \$4,129.39 | \$107,364.23 | \$4,211.98 | \$109,511.51 |
| Level 7 | 2 | \$4,080.46 | \$106,091.95 | \$4,162.06 | \$108,213.67 | \$4,245.31 | \$110,378.16 | \$4,330.22 | \$112,585.71 |
| Level 8 | 0 | \$4,214.15 | \$109,567.90 | \$4,298.43 | \$111,759.14 | \$4,384.41 | \$113,994.54 | \$4,472.09 | \$116,274.42 |

Note: Includes annualised Leave Loading

*Subject to the applicable CPI increase (capped at 3.5%)

Local Government Officers' Award (Stream A) - 38 hours per week [current employees as at certification]

| Level | Step | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|---------|------|--------------------------------------------------|--------------|--------------------------------------------------|--------------|----------------------------------------------------|--------------|----------------------------------------------------|--------------|
| | | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Level 2 | 0 | \$2,563.79 | \$66,658.59 | \$2,615.06 | \$67,991.64 | \$2,667.37 | \$69,351.69 | \$2,720.72 | \$70,738.71 |
| Level 2 | 1 | \$2,620.14 | \$68,123.53 | \$2,672.53 | \$69,485.89 | \$2,725.99 | \$70,875.82 | \$2,780.51 | \$72,293.33 |
| Level 2 | 2 | \$2,679.90 | \$69,677.49 | \$2,733.50 | \$71,070.92 | \$2,788.18 | \$72,492.56 | \$2,843.94 | \$73,942.40 |
| Level 2 | 3 | \$2,741.40 | \$71,276.35 | \$2,796.22 | \$72,701.76 | \$2,852.15 | \$74,156.01 | \$2,909.20 | \$75,639.12 |
| Level 3 | 0 | \$2,806.93 | \$72,980.27 | \$2,863.07 | \$74,439.76 | \$2,920.34 | \$75,928.77 | \$2,978.74 | \$77,447.33 |
| Level 3 | 1 | \$2,873.79 | \$74,718.42 | \$2,931.26 | \$76,212.67 | \$2,989.89 | \$77,737.14 | \$3,049.69 | \$79,291.87 |
| Level 3 | 2 | \$2,942.20 | \$76,497.24 | \$3,001.04 | \$78,027.07 | \$3,061.07 | \$79,587.82 | \$3,122.29 | \$81,179.57 |
| Level 3 | 3 | \$3,010.59 | \$78,275.23 | \$3,070.79 | \$79,840.62 | \$3,132.22 | \$81,437.65 | \$3,194.86 | \$83,066.39 |
| Level 4 | 0 | \$3,078.78 | \$80,048.26 | \$3,140.35 | \$81,649.10 | \$3,203.17 | \$83,282.30 | \$3,267.23 | \$84,947.94 |
| Level 4 | 1 | \$3,147.29 | \$81,829.57 | \$3,210.23 | \$83,466.04 | \$3,274.45 | \$85,135.57 | \$3,339.93 | \$86,838.27 |
| Level 4 | 2 | \$3,215.61 | \$83,605.90 | \$3,279.92 | \$85,277.90 | \$3,345.53 | \$86,983.68 | \$3,412.44 | \$88,723.34 |
| Level 4 | 3 | \$3,283.96 | \$85,383.07 | \$3,349.64 | \$87,090.61 | \$3,416.64 | \$88,832.64 | \$3,484.97 | \$90,609.28 |
| Level 5 | 0 | \$3,352.28 | \$87,159.41 | \$3,419.33 | \$88,902.47 | \$3,487.72 | \$90,680.74 | \$3,557.47 | \$92,494.34 |
| Level 5 | 1 | \$3,420.67 | \$88,937.40 | \$3,489.08 | \$90,716.03 | \$3,558.87 | \$92,530.56 | \$3,630.04 | \$94,381.17 |
| Level 5 | 2 | \$3,489.05 | \$90,715.39 | \$3,558.83 | \$92,529.58 | \$3,630.01 | \$94,380.39 | \$3,702.61 | \$96,267.99 |
| Level 6 | 0 | \$3,603.10 | \$93,680.65 | \$3,675.16 | \$95,554.14 | \$3,748.67 | \$97,465.44 | \$3,823.64 | \$99,414.74 |
| Level 6 | 1 | \$3,717.02 | \$96,642.59 | \$3,791.36 | \$98,575.33 | \$3,867.19 | \$100,547.05 | \$3,944.54 | \$102,557.98 |
| Level 6 | 2 | \$3,830.94 | \$99,604.54 | \$3,907.56 | \$101,596.51 | \$3,985.72 | \$103,628.65 | \$4,065.43 | \$105,701.22 |
| Level 7 | 0 | \$3,944.86 | \$102,566.48 | \$4,023.76 | \$104,617.69 | \$4,104.24 | \$106,710.26 | \$4,186.33 | \$108,844.45 |
| Level 7 | 1 | \$4,058.79 | \$105,528.42 | \$4,139.96 | \$107,638.87 | \$4,222.76 | \$109,791.86 | \$4,307.22 | \$111,987.69 |
| Level 7 | 2 | \$4,172.77 | \$108,492.02 | \$4,256.22 | \$110,661.74 | \$4,341.35 | \$112,875.19 | \$4,428.18 | \$115,132.69 |
| Level 8 | 0 | \$4,309.54 | \$112,048.01 | \$4,395.73 | \$114,288.85 | \$4,483.65 | \$116,574.84 | \$4,573.32 | \$118,906.33 |

Note: Includes annualised Leave Loading

*Subject to the applicable CPI increase (capped at 3.5%)

Local Government Officers' Award (Stream B)**

** Excludes Landfill and Waste Services Officers

| Level | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|---------------------------|--------------------------------------------------|-------------|--------------------------------------------------|-------------|----------------------------------------------------|-------------|----------------------------------------------------|-------------|
| | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Level 1 | \$2,124.52 | \$55,237.55 | \$2,167.01 | \$56,342.18 | \$2,210.36 | \$57,469.24 | \$2,254.56 | \$58,618.61 |
| Level 2 | \$2,149.91 | \$55,897.76 | \$2,192.91 | \$57,015.59 | \$2,236.77 | \$58,156.12 | \$2,281.51 | \$59,319.23 |
| Level 3 | \$2,175.33 | \$56,558.57 | \$2,218.83 | \$57,689.62 | \$2,263.22 | \$58,843.63 | \$2,308.48 | \$60,020.49 |
| Level 4 | \$2,200.95 | \$57,224.76 | \$2,244.97 | \$58,369.14 | \$2,289.87 | \$59,536.74 | \$2,335.67 | \$60,727.46 |
| Level 5 | \$2,226.39 | \$57,886.17 | \$2,270.91 | \$59,043.78 | \$2,316.34 | \$60,224.87 | \$2,362.67 | \$61,429.35 |
| Level 5 plus Leading Hand | \$2,292.09 | \$59,594.31 | \$2,337.92 | \$60,786.03 | \$2,384.69 | \$62,001.81 | \$2,432.37 | \$63,241.58 |
| Level 6 | \$2,287.34 | \$59,470.95 | \$2,333.09 | \$60,660.25 | \$2,379.76 | \$61,873.67 | \$2,427.35 | \$63,111.13 |
| Level 6 plus Leading Hand | \$2,353.04 | \$61,179.09 | \$2,400.10 | \$62,402.50 | \$2,448.10 | \$63,650.62 | \$2,497.05 | \$64,923.36 |
| Level 8 | \$2,456.22 | \$63,861.78 | \$2,505.34 | \$65,138.90 | \$2,555.46 | \$66,441.89 | \$2,606.57 | \$67,770.72 |
| Level 8 plus Leading Hand | \$2,531.73 | \$65,824.92 | \$2,582.36 | \$67,141.25 | \$2,634.01 | \$68,484.14 | \$2,686.68 | \$69,853.55 |
| Level 9 | \$2,615.23 | \$67,996.02 | \$2,667.53 | \$69,355.82 | \$2,720.89 | \$70,743.16 | \$2,775.31 | \$72,158.01 |

Notes:

Includes annualised Construction Workers Allowance, Leave Loading

Includes annualised Leading Hand Allowance, where indicated

* Subject to applicable CPI increase (capped at 3.5%)

Local Government Officers' Award (Stream C - Building Trades)

| Level | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|---------------------------------------------|--------------------------------------------------|-------------|--------------------------------------------------|-------------|----------------------------------------------------|-------------|----------------------------------------------------|-------------|
| | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Carpenter (BT1) | \$2,223.37 | \$57,807.69 | \$2,267.83 | \$58,963.68 | \$2,313.20 | \$60,143.16 | \$2,359.46 | \$61,346.03 |
| Carpenter (BT1) plus CWA | \$2,297.35 | \$59,731.01 | \$2,343.30 | \$60,925.70 | \$2,390.17 | \$62,144.42 | \$2,437.96 | \$63,387.07 |
| Leading Hand Carpenter (BT1) (2-5) | \$2,324.72 | \$60,442.71 | \$2,371.21 | \$61,651.38 | \$2,418.64 | \$62,884.61 | \$2,467.01 | \$64,142.32 |
| Leading Hand Carpenter (BT1) (2-5) plus CWA | \$2,398.69 | \$62,366.03 | \$2,446.67 | \$63,613.40 | \$2,495.61 | \$64,885.88 | \$2,545.51 | \$66,183.36 |

Notes:

Includes annualised Tool Allowance, Travel Allowance, Leave Loading

Includes annualised Leading Hand Allowance, Construction Workers Allowance, where indicated

* Subject to applicable CPI increase (capped at 3.5%)

Local Government Officers' Award (Stream C - Engineering)

| Level | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|------------------------------|--------------------------------------------------|-------------|--------------------------------------------------|-------------|----------------------------------------------------|-------------|----------------------------------------------------|-------------|
| | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Eng Level 1 - C7 | \$2,461.15 | \$63,989.77 | \$2,510.37 | \$65,269.64 | \$2,560.58 | \$66,575.15 | \$2,611.80 | \$67,906.80 |
| Eng Level 1 - C7 + 15% | \$2,815.45 | \$73,201.77 | \$2,871.76 | \$74,665.88 | \$2,929.20 | \$76,159.32 | \$2,987.79 | \$77,682.65 |
| Eng Level 1 - C7 + 22% | \$2,980.80 | \$77,500.71 | \$3,040.42 | \$79,050.80 | \$3,101.23 | \$80,631.93 | \$3,163.26 | \$82,244.71 |
| Eng Level 1 - C7 + CWA | \$2,532.70 | \$65,850.20 | \$2,583.35 | \$67,167.16 | \$2,635.03 | \$68,510.84 | \$2,687.74 | \$69,881.18 |
| Eng Level 1 - C7 + 15% + CWA | \$2,887.01 | \$75,062.20 | \$2,944.75 | \$76,563.40 | \$3,003.65 | \$78,095.00 | \$3,063.73 | \$79,657.03 |
| Eng Level 1 - C7 + 22% + CWA | \$3,052.35 | \$79,361.13 | \$3,113.40 | \$80,948.31 | \$3,175.68 | \$82,567.61 | \$3,239.20 | \$84,219.09 |
| Eng Level 1 - C8 + 15% | \$2,652.43 | \$68,963.29 | \$2,705.49 | \$70,342.63 | \$2,759.60 | \$71,749.60 | \$2,814.80 | \$73,184.73 |
| Eng Level 1 - C8 + 15% + CWA | \$2,723.99 | \$70,823.71 | \$2,778.47 | \$72,240.15 | \$2,834.05 | \$73,685.28 | \$2,890.74 | \$75,159.12 |
| Eng Level 1 - C8 + 22% | \$2,807.85 | \$73,004.23 | \$2,864.01 | \$74,464.39 | \$2,921.30 | \$75,953.79 | \$2,979.73 | \$77,473.01 |
| Eng Level 1 - C8 + 22% + CWA | \$2,879.41 | \$74,864.65 | \$2,937.00 | \$76,361.90 | \$2,995.75 | \$77,889.48 | \$3,055.67 | \$79,447.39 |
| Eng Level 1 - C8 + 23% | \$2,830.06 | \$73,581.51 | \$2,886.66 | \$75,053.21 | \$2,944.40 | \$76,554.39 | \$3,003.29 | \$78,085.62 |
| Eng Level 1 - C8 | \$2,319.39 | \$60,304.13 | \$2,365.78 | \$61,510.29 | \$2,413.10 | \$62,740.62 | \$2,461.37 | \$63,995.57 |
| Eng Level 1 - C8 + CWA | \$2,390.93 | \$62,164.31 | \$2,438.75 | \$63,407.55 | \$2,487.54 | \$64,676.04 | \$2,537.30 | \$65,969.69 |

| | | | | | | | | |
|------------------------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|
| Eng Level 1 - C10 | \$2,227.53 | \$57,915.82 | \$2,272.09 | \$59,074.22 | \$2,317.53 | \$60,255.82 | \$2,363.89 | \$61,461.07 |
| Eng Level 1 - C10 + CWA | \$2,299.09 | \$59,776.25 | \$2,345.07 | \$60,971.73 | \$2,391.98 | \$62,191.50 | \$2,439.83 | \$63,435.46 |
| Eng Level 1 - C8 + L/H | \$2,397.20 | \$62,327.18 | \$2,445.14 | \$63,573.65 | \$2,494.05 | \$64,845.36 | \$2,543.93 | \$66,142.24 |
| Eng Level 1 - C8 + L/H + CWA | \$2,468.75 | \$64,187.61 | \$2,518.12 | \$65,471.17 | \$2,568.50 | \$66,781.04 | \$2,619.87 | \$68,116.62 |
| Eng/Prod Level 3 - C12 | \$2,172.44 | \$56,483.36 | \$2,215.89 | \$57,613.10 | \$2,260.21 | \$58,765.48 | \$2,305.42 | \$59,940.93 |
| Eng/Prod Level 3 - C12 + CWA | \$2,243.99 | \$58,343.78 | \$2,288.87 | \$59,510.61 | \$2,334.66 | \$60,701.16 | \$2,381.36 | \$61,915.31 |

Notes:

Includes annualised Tool Allowance, Dirt Allowance, Leave Loading

Includes annualised Leading Hand Allowance, Construction Workers Allowance, where indicated

* Subject to applicable CPI increase (capped at 3.5%)

**SCHEDULE B – WASTE SERVICE
OFFICERS**

TABLE OF CONTENTS

| Subject Matter | Clause No. |
|-----------------------------------------------------------|------------|
| PART 1 – PRELIMINARY | |
| Purpose | 1.1 |
| Definitions | 1.2 |
| Coverage | 1.3 |
| Area of Operation | 1.4 |
| Roster Patterns | 1.5 |
| PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT | |
| Definition of Roster Period..... | 2.1 |
| Types of Employment..... | 2.2 |
| PART 3 – WAGES, WORK ARRANGEMENTS & ALLOWANCES | |
| Wages | 3.1 |
| Rates of Pay | 3.2 |
| Work Arrangements | 3.3 |
| Overtime | 3.4 |
| PART 4 – LEAVE | |
| Annual Leave..... | 4.1 |
| PART 5– HIGHER DUTIES | |
| Higher Duties..... | 5.1 |

PART 1 – PRELIMINARY

1.1 Purpose

The purpose of this schedule is to set out arrangements that specifically apply only to those employees engaged as Waste Services Officer at all Council Waste Management Facilities.

1.2 Definitions

For the purposes of this schedule, the following definitions will apply:

Waste Services Officer

This includes all employees engaged at Council’s Resource Recovery Facilities and includes Waste Services Officers, roving and relief persons working in these roles.

1.3 Coverage

This schedule shall apply to only those employees engaged as Waste Services Officers at all Council Resource Recovery Management facilities.

1.4 Area of Operation

This schedule shall only operate with the Council and to employees of the Council who are suitably qualified to perform the duties of a Waste Services Officer at any Council Resource Recovery Management facilities.

1.5 Roster Patterns

Employees will work one of the following roster patterns:

Roster A – Ordinary hours of work to be worked from Tuesday to Saturday between the span of 9.00 am to 5.00 pm

Roster B – Ordinary hours of work to be worked from Sunday to Thursday between the span of 9.00 am to 5.00 pm

Roster C – Ordinary hours of work to be worked on five (5) consecutive days, which will include both Saturday and Sunday, between the span of 9.00 am to 5.00 pm

Roster D – Ordinary hours of work to be worked on five (5) consecutive days, Monday to Friday, between the span of 9.00am to 5.00pm.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

At all times terms and conditions of employment will be based upon the specific business needs of Council and be applied within the provisions of this schedule and the Scenic Rim Regional Council Certified Agreement.

2.1 Definition of Roster Period

2.1.1 For the purpose of this schedule only, the roster period consists of five (5) consecutive working days followed by two (2) days off. A scheduled RDO shall be accrued and taken every four (4) weeks.

2.1.2 For the purpose of this schedule only, an ordinary shift will be between the span of hours from 9.00am to 5.00pm Monday to Sunday for up to 8 hours inclusive of ½ hour paid meal break and be for five (5) consecutive days.

2.1.3 Council may vary the ordinary shift times and days for operational efficiencies by agreement between the employees concerned.

2.2 Types of Employment

2.2.1 Full time employment constitutes an employee who works an average of 38 hours per week.

2.2.2 Part time employment constitutes an employee who works up to an average of 38 hours per week.

2.2.3 Casual employment constitutes an employee who is employed on a day-to-day basis.

PART 3 – WAGES, WORK ARRANGEMENTS AND ALLOWANCES

3.1 Wages

The minimum rate of wages to be paid to employees under this Schedule shall be Award Level 4 for Waste Services Officers under the Award and Scenic Rim Regional Council's Certified Agreement.

3.2 Rates of Pay

3.2.1 The annualised rate of wages Award Level 4 Waste Services Officer for employees shall be as per tables and formulas listed below and are inclusive of the following allowances and penalties:

- 4 hrs/day paid at Level 5 in compensation for machinery operation;
- Half an hour paid meal break every work day;
- Public Holiday penalty for all gazetted public holidays (excluding Anzac Day, Good Friday and Christmas Day) paid at the ordinary rate of Level 4;
- Weekend penalties for work performed on a weekend;
- Construction workers allowance;
- Rubbish dumps allowance; and
- Annual leave loading.

3.2.2 Waste Services Officers who are not rostered to work on Anzac Day, Good Friday or Christmas Day, shall have an additional day added to their annual leave accrual (not including the 17.5% annual leave loading). This will be claimed by the Waste Services Officer on their timesheet.

3.2.3 Waste Services Officers required to work on a Public Holiday (excluding Anzac Day, Good Friday and Christmas Day) shall be paid at the rate of time and one half the base rate for a Waste Services Officer as contained in the Scenic Rim Regional Council's Enterprise Bargaining Agreement.

- 3.2.4 Waste Services Officers required to work on Anzac Day, Good Friday and Christmas Day shall be paid at the rate of double time and one half the base rate for a Waste Services Officer as contained in the Scenic Rim Regional Council's Enterprise Bargaining Agreement.

3.3 Work Arrangements

- 3.3.1 The ordinary hours of duty of employees under this schedule may be worked on any days Monday to Sunday inclusive in accordance with a roster.
- 3.3.2 Council can use any suitably qualified employee to work in the role of Waste Services Officer to fill operational or staffing requirements.
- 3.3.3 Council may utilise any suitably qualified employees to undertake Waste Services Officer duties during ordinary working days.
- 3.3.4 Due to operational requirements of these areas, there is no specific scheduled time for a ½ hour crib/meal break or any rest pauses. However, meals and/or rest pauses can be taken when the workload allows providing that the site be staffed at all times. This excludes toilet breaks but does not include leaving the site or closing the site for the purpose of taking a meal break or any activity other than a toilet break.

3.4 Overtime

- 3.4.1 An employee required to work overtime or on their rostered day off (RDO) shall be paid in accordance with the overtime provisions that apply in the Scenic Rim Regional Council Certified Agreement, not at the annualised rate specified in this Agreement i.e. at Level 4 of Division 2, Section 5 Operational Services, Queensland Local Government (Stream B) Award – State 2017 and Scenic Rim Regional Council's Certified Agreement.
- 3.4.2 Travel time payments shall not apply when working voluntary overtime.
- 3.4.3 Where a Waste Services Officer is unable to attend his/her shift on the weekend and a Relief Waste Services Officer is unavailable, Council will endeavour to fill the vacancy with the off shift Waste Services Officer currently rostered at that site. In the event the off shift Waste Services Officer is unavailable, Council will take the necessary steps to ensure the site is available and open to the community/public.
- 3.4.4 Waste Services Officer must make themselves available to provide relief/coverage when other Waste Service are not available due to any leave taken by their colleagues.

PART 4 – LEAVE

4.1 Annual Leave

- 4.1.1 Employees (excluding casuals) engaged under the terms of this schedule shall be entitled to four (4) weeks' leave per annum (152 hours) annual leave or pro rata for part-time employees.
- 4.1.2 Employees annual leave accrual will be debited based on their projected roster i.e. at eight (8) hours per day.
- 4.1.3 Employees must not take less than one (1) shift (five (5) days) when applying for annual leave.
- 4.1.4 Where exceptional circumstances exist Council may provide exceptions to Clause 4.1.3 above to accommodate legitimate personal matters.
- 4.1.5 Due to business and customer service requirements and rostering processes, all requests for annual leave must be submitted not less than 20 days prior to the requested leave.
- 4.1.6 Waste Services Officers are requested not to accrue more than 40 days (304 hours) annual leave at any given time.

PART 5 – HIGHER DUTIES

5.1 Higher Duties

- 5.1.1 Waste Service Officers may from time to time be requested to relieve in the Landfill Plant Operators position as a backfill arrangement. In such circumstances, the Waste Services Officer shall continue to be paid their annualised rate, with their base ordinary hours being paid at Level 6 in accordance with the Award and the Scenic Rim Certified Agreement. Whilst relieving in the Landfill Plant Operators position, additional hours worked above eight (8) hours per day will be paid at overtime rates (i.e. an additional 1.5 hours per day).

Local Government Officers' Award (Stream B) - Waste Officers

| Level | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|----------------------------------|--------------------------------------------------|-------------|--------------------------------------------------|-------------|----------------------------------------------------|-------------|----------------------------------------------------|-------------|
| | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Level 6 - Mon - Fri | \$2,565.50 | \$66,703.09 | \$2,616.80 | \$68,036.92 | \$2,669.16 | \$69,398.09 | \$2,722.54 | \$70,786.03 |
| Level 6 - Tues - Sat | \$2,925.24 | \$76,056.37 | \$2,983.74 | \$77,577.26 | \$3,043.43 | \$79,129.23 | \$3,104.30 | \$80,711.79 |
| Level 6 - Sun - Thurs | \$3,013.21 | \$78,343.53 | \$3,073.47 | \$79,910.17 | \$3,134.95 | \$81,508.80 | \$3,197.65 | \$83,138.96 |
| Level 6 - Sat, Sun + 3 week days | \$3,372.95 | \$87,696.81 | \$3,440.40 | \$89,450.51 | \$3,509.23 | \$91,239.95 | \$3,579.41 | \$93,064.72 |

Notes:

Includes annualised Construction Workers Allowance, Rubbish Dump Allowance, Leave Loading

*Subject to applicable CPI increase (capped at 3.5%)

**SCHEDULE C – LANDFILL PLANT
OPERATORS**

TABLE OF CONTENTS

| Subject Matter | Clause No. |
|-----------------------------------------------------------|------------|
| PART 1 – PRELIMINARY | |
| Purpose | 1.1 |
| Definitions | 1.2 |
| Coverage | 1.3 |
| Area of operation | 1.4 |
| Roster patterns | 1.5 |
| PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT | |
| Definition of roster period | 2.1 |
| Types of employment | 2.2 |
| PART 3 – WAGES, WORK ARRANGEMENTS & ALLOWANCES | |
| Wages | 3.1 |
| Rates of pay | 3.2 |
| Work arrangements..... | 3.3 |
| Overtime | 3.4 |
| PART 4 – LEAVE | |
| Annual leave | 4.1 |
| PART 5– HIGHER DUTIES | |
| Higher Duties..... | 5.1 |

PART 1 – PRELIMINARY

1.1 Purpose

The purpose of this Schedule is to set out arrangements that specifically apply only to those employees engaged as Landfill Plant Operators at Council Landfill facilities.

1.2 Definitions

For the purposes of this Schedule, the following definitions will apply:

Landfill Plant Operators

This includes those employees engaged in Council’s Landfill Facilities and includes Landfill Plant Operators, and relief persons working in these roles.

1.3 Coverage

This Schedule shall apply to only those employees engaged as Landfill Plant Operators at Council Landfill facilities.

1.4 Area of Operation

This Schedule shall only operate with the Scenic Rim Regional Council and to employees of the Council who are suitably qualified to perform the duties of a Landfill Plant Operator at any Landfill facility.

1.5 Roster Patterns

Employees will work Monday to Sunday according to a four (4) days on four (4) days off, ten (10) hours per day, eight (8) week roster. Each employee will work an additional three (3) days, at eight (8) hours per day, each eight (8) week roster period. The rostered days to be worked, will be determined by Council in consultation with the Landfill Operators and their relevant union.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

At all times terms and conditions of employment will be based upon the specific business needs of Council and be applied within the provisions of this Schedule and the Scenic Rim Regional Council Certified Agreement.

2.1 Definition of Roster Period

- 2.1.1 For the purpose of this Schedule only, the roster period consists of four (4) consecutive working days followed by four (4) days off, with three (3) additional eight (8) hour days worked every eight (8) week roster period.
- 2.1.2 For the purpose of this Schedule only, an Ordinary Shift will be between the span of hours from 7.00am to 5.00pm Monday to Sunday for up to ten (10) hours, inclusive of ½ hour paid meal break, and be for four (4) consecutive days.
- 2.1.3 Council may vary the ordinary shift times and days for operational efficiencies by agreement between the employees concerned.

2.2 Types of Employment

- 2.2.1 Full time employment constitutes an employee who works an average of 38 hours per week.
- 2.2.2 Part time employment constitutes an employee who works up to an average of 38 hours per week.
- 2.2.3 Casual employment constitutes an employee who is employed on a day-to-day basis.

PART 3 – WAGES, WORK ARRANGEMENTS AND ALLOWANCES

3.1 Wages

The minimum rate of wages to be paid to employees under this Schedule shall be Award Level 6 for Landfill Plant Operators under the Award and Scenic Rim Regional Council's Certified Agreement.

3.2 Rates of Pay

- 3.2.1 The annualised rate of wages Award Level 6 Landfill Plant Operators for employees shall be as per tables and formulas listed below and are inclusive of the following allowances and penalties:
 - Public Holiday penalty for all gazette holidays paid at the ordinary rate of Level 6;
 - Half an hour paid meal break every work day;
 - Weekend penalties for work performed on a weekend;
 - Construction Workers Allowance;
 - Rubbish Dumps Allowance; and
 - Annual leave loading.

- 3.2.2 Landfill Plant Operators required to work on a Public Holiday shall be paid at the rate of time and one half the base rate for a Landfill Plant Operator as contained in the Scenic Rim Regional Council's Enterprise Bargaining Agreement.

3.3 Work Arrangements

- 3.3.1 The ordinary hours of duty of employees under this Schedule may be worked on any days Monday to Sunday inclusive in accordance with the roster.
- 3.3.2 Council can use any suitably qualified employee to work in the role of Landfill Plant Operators to fill operational or staffing requirements.
- 3.3.3 Council may utilise any suitably qualified employees to undertake Landfill Plant Operators duties during ordinary working days.
- 3.3.4 Due to operational requirements of these areas, there is no specific scheduled time for a ½ hour meal break or any rest pauses. However, meals and/or rest pauses can be taken when the workload allows providing that the site be staffed at all times. This excludes toilet breaks but does not include leaving the site or closing the site for the purpose of taking a meal break or any activity other than a toilet break.

3.4 Overtime

- 3.4.1 An employee required to work overtime or on their rostered day off (RDO) shall be paid in accordance with the Overtime provisions that apply in the Scenic Rim Regional Council Certified Agreement, not at the annualised rate specified in this Schedule i.e. at Level 6 of Division 2, Section 5 Operational Services, Queensland Local Government (Stream B) Award – State 2017 and the Scenic Rim Certified Agreement.
- 3.4.2 Travel time payments shall not apply when working voluntary overtime.

PART 4 – LEAVE

4.1 Annual Leave

- 4.1.1 Employees (excluding casuals) engaged under the terms of this Schedule shall be entitled to accrue four (4) weeks' annual leave per annum (152 hours) or pro rata for part-time employees.
- 4.1.2 Employees annual leave accrual will be debited based on their projected roster i.e. at 9.5 hours per day.
- 4.1.3 Employees must not take less than one (1) shift (4/5 days) when applying for annual leave.
- 4.1.4 Where exceptional circumstances exist Council may provide exceptions to Clause 4.1.2 above to accommodate legitimate personal matters.
- 4.1.5 Due to business and customer service requirements and rostering processes, all requests for annual leave must be submitted not less than 20 days prior to the requested leave.
- 4.1.6 Landfill Plant Operators are requested not to accrue more than 40 days (304 hours) annual leave at any given time.

PART 5 – HIGHER DUTIES

5.1 Higher Duties

- 5.1.1 Landfill Plant Operators may from time to time be requested to act in higher duties positions, including positions that may fall outside of the Award in which the Landfill Plant Operators are engaged. In such circumstances, Landfill Plant Operators will revert to payment of their entitlements and benefits in accordance with the higher classified role in which they are to perform.

Local Government Officers' Award (Stream B) - Landfill Officers

| Level | From first full pay period following 1 July 2021 | | From first full pay period following 1 July 2022 | | From first full pay period following 1 July 2023 * | | From first full pay period following 1 July 2024 * | |
|--------------|--------------------------------------------------|---------------|--------------------------------------------------|---------------|----------------------------------------------------|---------------|----------------------------------------------------|---------------|
| | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual | Fortnight | Annual |
| Level 6 | \$3,140.00 | \$81,639.96 | \$3,202.79 | \$83,272.47 | \$3,266.86 | \$84,938.31 | \$3,332.19 | \$86,636.93 |

Notes:

Includes annualised Construction Workers Allowance, Rubbish Dump Allowance, Leave Loading

* Subject to applicable CPI increase (capped at 3.5%)