

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Rockhampton Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

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

The Electrical Trades Union of Employees, Queensland

Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

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

(Matter No. CB/2022/103)

ROCKHAMPTON REGIONAL COUNCIL EXTERNAL EMPLOYEES CERTIFIED AGREEMENT 2022

Certificate of Approval

On 27 October 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

Name of Agreement: **ROCKHAMPTON REGIONAL COUNCIL EXTERNAL EMPLOYEES CERTIFIED AGREEMENT 2022**

Parties to the Agreement:

- Rockhampton Regional Council
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees, Queensland
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees
- Transport Workers Union of Australia, Union of Employees, Queensland Branch

Operative Date: 27 October 2022

Nominal Expiry Date: 1 July 2026

Previous Agreement: *Rockhampton Regional Council External Employees Certified Agreement 2018*

**Termination Date of
Previous Agreement:** 1 July 2022

By the Commission

C.M. HARTIGAN
Industrial Commissioner
27 October 2022



**Rockhampton Regional Council
External Employees
Certified Agreement 2022**

STREAM B&C



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1 Administrative Arrangements

1.1 Title

- 1.1.1.1 This Agreement shall be known as the Rockhampton Regional Council External Employees Certified Agreement 2022.
- 1.1.1.2 This Agreement supersedes and replaces the Rockhampton Regional Council External Employees Certified Agreement 2018 that had application to Rockhampton Regional Council and whose employment terms and conditions are covered by the Queensland Local Government Industry (Stream B) Award – State 2017 or the Queensland Local Government Industry (Stream C) Award – State 2017.

1.2 Parties Bound

- 1.2.1.1 The Parties bound by this agreement are:
- Rockhampton Regional Council; and
- Employees who are members of the following Unions or are eligible to become so and for whom a classification contained in this Agreement applies:
- AMEPKU – Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
 - AWU – The Australian Workers' Union of Employees, Queensland
 - CFMEU – The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
 - ETU – The Electrical Trades Union of Employees Queensland
 - PGEU – Plumbers and Gasfitters Employees' Union Queensland, Union of Employees
 - TWU – Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

1.3 Date and Period of Operation

- 1.3.1.1 This Agreement shall be effective from the date of certification by the QIRC and shall continue to have effect from the date of certification or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect until it is varied or terminated.
- 1.3.1.2 The Parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective agreement at least 25 weeks prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date is 1 July 2026.

1.4 Renegotiation

- 1.4.1.1 If the renegotiation activity conducted in accordance with clause 1.3.1.2 hereof has not resulted in a new agreement to take effect from 1 July 2026, unless this delay has

been caused by a lack of Good Faith Bargaining by the Parties, as determined by the QIRC, to this Agreement, the Employer agrees to pay an increase equivalent to the Consumer Price Index (CPI) for the relevant March Quarter All Groups, applicable to Brisbane percentage change (from the corresponding quarter of the previous year) CPI catalogue 6401.0 as published by the Australian Bureau of Statistics, pending the successful completion of negotiations. Such increase will be absorbed into any increase negotiated for that new agreement.

1.5 Relationship to Industrial Instruments

1.5.1.1 This Agreement shall be read and applied in conjunction with the terms of the Parent Awards listed below, as varied from time to time provided that where there is any inconsistency between this Agreement and the Awards listed below; this Agreement shall prevail to the extent of the inconsistency.

- a) Queensland Local Government Industry (Stream B) Award – State 2017
- b) Queensland Local Government Industry (Stream C) Award – State 2017
- c) Training Wage Award – State 2012
- d) Order – Apprentices’ and Trainees’ Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

1.6 Objectives of the agreement

1.6.1.1 Provide a framework for working conditions and remuneration for Employees of the Employer for the period of this Agreement.

1.6.1.2 Provide a consultative environment for the Employer, Council's Leadership Team, Employees and their Unions to develop and engage in continuous improvement, efficient work practices, improved service delivery and Council's ethos of Safety First.

1.7 Vision and Values

1.7.1.1 Council strives to achieve Our Vision of One Great Council that is efficient, flexible, and focused in the delivery of services.

1.7.1.2 Everything Council does and aspires to do; now and into the future; is underpinned by its values which define the culture of the organisation and the behaviours that form our interactions with each other, our families and the community. Our Values are:

Accountable – Customer Focussed – People Development – One Team – Continuous Improvement – Safety First

1.7.1.3 During the life of the Agreement; the Parties to this Agreement; will explore all options with the intent to implement the following, maximising workforce resourcing across the organisation:

- Improve workforce planning particularly for seasonal and project work,
- Enable a flexible and productive workplace via contemporary rostering arrangements,
- Enhance the ability for Employees to work across teams and units to increase their skills, knowledge and abilities,
- Decrease outsourcing reliance,
- Minimise impacts on the community through increased service delivery,
- Increase plant utilisation,
- Develop and implement best practice workforce strategies, policies and procedures; and
- Ensure appropriate training is provided enabling all Employees to fully understand relevant policies, procedures, processes and their accountabilities in fulfilling these obligations.

1.7.1.4 The Employer will work collaboratively with the Parties to this Agreement via the Joint Consultative Committee (JCC), the Operational Consultative Working Group and consultative mechanisms to explore options towards achieving the abovementioned objectives.

1.8 Definitions

- 1.8.1.1 Agreed – when a matter is discussed or negotiated and then accepted by all relevant Parties.
- 1.8.1.2 CEO – the Chief Executive Officer of the Rockhampton Regional Council.
- 1.8.1.3 Consultation – Shall mean the timely exchange of information by the Parties and the Employees that enables all the participants to genuinely contribute to the decision making process, taking into consideration all relevant views of the participants.
- 1.8.1.4 Continuous Shift Work – shall mean a series of shifts where an Employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week.
- 1.8.1.5 Day – for the purpose of On Call Allowance, day is recognised as that period from an Employee’s finishing time on one ordinary working day to the starting time of the next ordinary working day.
- 1.8.1.6 Employer – shall have the same meaning as that cited in the *Local Government Act 2009*, i.e. Chief Executive Officer.
- 1.8.1.7 Identified Position – means positions that are very difficult to attract and retain Employees to and have a significant and immediate impact on the Employer’s service delivery requirements if left unfilled.
- 1.8.1.8 Immediate Family – shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the Employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a step-child, step-grandchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 1.8.1.9 JCC – Joint Consultative Committee.

- 1.8.1.10 Major Project – is characterised by complexity, level of investment and stakeholder involvement.
- 1.8.1.11 Monetary Incentive - means payment that has a total value greater than the superannuable salary of the evaluated position's base classification.
- 1.8.1.12 Nominated Representative – shall mean a person nominated by an Employee whether they are a Union representative, delegate or support person.
- 1.8.1.13 Public Interest – common concern among community members in the management of the Council and its activities.
- 1.8.1.14 QIRC – shall mean the Queensland Industrial Relations Commission.
- 1.8.1.15 The Act – shall mean, except where otherwise stated, the *Industrial Relations Act 2016*.
- 1.8.1.16 Registered Health Professional – shall mean a medical practitioner registered with the Medical Board of Queensland or similar registration authority.
- 1.8.1.17 Regular Basis – for the purpose of the Multi-Skilled Allowance, regular basis shall mean 20% of ordinary time worked per week.
- 1.8.1.18 Recognised emergency management entity – shall mean an entity that:
- has a role or function under a plan prepared by the Commonwealth or a State or a Local Government for coping with an emergency or natural disaster; or
 - is or part of a fire fighting, civil defence or rescue entity; or
 - is or part of an entity that has a substantial purpose that involves:
 - securing the safety of persons or animals in and emergency or natural disaster; or
 - protecting property in an emergency or natural disaster; or
 - responding to an emergency or natural disaster; or
 - is not an entity that was established for a purpose to entitle an Employee to take emergency service leave.

1.9 Posting and Awareness of the Agreement

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

2 Employment Security and Wellbeing

2.1 Commitment to Job Security

- 2.1.1.1 The Employer shall maintain a permanent workforce during the life of this Agreement and the Employer is committed to job security for its Employees. The Employer will maintain workforce resourcing as at the date of certification of the Agreement subject to Operational Plans and budgetary allocations and will exhaust all efforts to effectively utilise their Employees and resources before any work is contracted out.
- 2.1.1.2 This will require the Employer to:
- a) Not utilise Volunteers or other unpaid persons to perform work or functions what would ordinarily be provided by Employees.
 - b) Refrain from using persons engaged under the provisions of a funded jobs/skills programme to undertake work which would normally be performed by an Employee.
- 2.1.1.3 The Parties are committed to continually improving the job security of Employees by:
- a) using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
 - b) Employees assisting in the identification, development and implementation of work practices which assist in making the Employer a more efficient and cost-effective organisation; and
 - c) Employees committing to make every reasonable effort to meet the operational and business needs of the Employer.
- 2.1.1.4 The Employer is committed to retaining existing offices and depots subject to operational plans and budgetary allocations.

2.2 Attraction and Retention Incentives

- 2.2.1.1 The Parties acknowledge that during the life of the Agreement the Employer may encounter difficulties in attracting and retaining identified and/or critical positions.
- 2.2.1.2 The Employer may identify that the payment of a monetary incentive to work group is required to assist in ensuring the attraction or retention of an Employee or Employees to an identified position/s.
- 2.2.1.3 At the Employer's discretion temporary monetary incentives may be offered for a predetermined period which will be reviewed annually. The Employer will assess the need to provide any incentive upon the submission of a detailed business case.

2.3 Contracting Out

- 2.3.1.1 It is the clear position of the Employer to utilise and promote the use of its existing permanent Employees for the undertaking of works, services and operations for the Employer. During the life of this Agreement, the Employer will minimise the contracting out or leasing of any works and services currently provided by its existing permanent workforce, and the Parties acknowledge that the Employer may seek to contract/outsource works and services in the following circumstances:
- a) in the event of Employee shortages; or
 - b) the lack of available infrastructure capital and the cost of providing technology; or
 - c) extraordinary or unforeseen circumstances; or
 - d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out;
 - e) where the Employer's own workforce and plant and equipment has been utilised and optimised in the first instance wherever practicable.
 - f) to undertake major projects.
- 2.3.1.2 Contractors will not be engaged to reduce the overtime hours available to permanent Employees. Any hours outside of the ordinary working hours of Employees will be offered as overtime to permanent Employees before engaging contractors and/or labour hire where practicable and subject to fatigue management provisions.
- 2.3.1.3 The Project Resources Allocation Whole of Council Work Instruction (Appendix 5) applies to the allocation of resources for construction or maintenance projects outside of ordinary working hours.
- 2.3.1.4 On a quarterly basis, the Employer will present to the Joint Consultative Committee (JCC) the Forward Capital Works Program for the ensuing quarter and identifying, as much as practicable, where it is contemplated contractors may be used.

2.4 Health and Wellbeing

- 2.4.1.1 The Employer is committed to the health and wellbeing of all Employees and will make available to its Employees a range of programs to assist and support a healthy lifestyle. Programs will focus on the mental, physical and financial health of employees.
- 2.4.1.2 Also, in the interests of maintaining the wellbeing of Employees and their families, the Employer shall provide access to and pay for a maximum of five (5) counselling and pastoral services for all Employees and the immediate members of their household per year. This service can be accessed directly by Employees or through referral by their Manager. Additional counselling and pastoral services may be approved by the Employer.

2.5 Developing a Learning Culture

- 2.5.1.1 The Parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of the Employer, a strong and sustained commitment to training and skill development is required on both an individual and whole of organisation basis.
- 2.5.1.2 The Parties agree with respect to the training and career path development of Employees, that each Employee shall have access to learning processes and resources.
- 2.5.1.3 The Employer shall provide and facilitate an environment that encourages Employees to:
- a) learn and apply new skills and knowledge;
 - b) adapt to new ways of working;
 - c) participate in initiatives that enhance productivity; and
 - d) continue the established custom and practice of mentoring Employees in the day to day development of on the job skills and learning.
- 2.5.1.4 The Employer will investigate the better utilisation of downtime for Employees to conduct training opportunities and develop the Employee's skills.
- 2.5.1.5 The Employer recognises the benefits of upskilling and succession planning initiatives by providing higher duties or secondment opportunities where required, and possible. The Employer will actively resource higher duties within the existing work group.
- 2.5.1.6 Higher duties arrangements are utilised for a temporary, short term duration and should not be used in lieu of filling substantive positions.

2.6 Traffic Control

- 2.6.1.1 During the life of this Agreement the relevant Parties shall meet to explore, develop and implement, for the internal delivery of traffic control services within 18 months from the certification of the Agreement. Once commenced a temporary trial will be in place for a 12 month period to assess the effectiveness and suitability of permanently implementing.

3 Flexible Working Arrangements

3.1 Flexible Working Arrangements

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

- a) the Employee's ordinary hours of work; or
- b) the place where the Employee works; or
- c) a change to the way the Employee works, for example, the use of different equipment as the result of a disability, illness, or injury.

3.1.1.2 Any flexible work arrangement shall be by agreement in writing between the Employer and the Employee and shall not, on the balance, disadvantage the Employee in relation to their overall terms and conditions. The arrangement will contain applicable provisions for cessation by either Party.

3.2 Transition to Retirement Arrangements

3.2.1.1 Transition to retirement is a form of a flexible working arrangement which may be available to those Employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other Employees prior to retirement, for the mutual benefit of the Employer and Employee.

3.2.1.2 Any such arrangements between the Employer and Employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable):

- a) weeks to be worked over the period;
- b) minimum ordinary hours per week;
- c) days on which the work is to be performed including the daily starting and finishing times; and
- d) a duty statement for the period.

3.2.1.3 These arrangements may be varied by mutual agreement between the Employer and Employee and any agreed amendments are to be documented.

3.2.1.4 All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement will be maintained without reduction, except where the Employee utilises approved leave. On commencement of the arrangement, leave will accrue in accordance with this Agreement.

4 Industrial Environment

4.1 Notification of Change

4.1.1.1 Before making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on

Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the relevant Union.

- 4.1.1.2 “Significant effects” include termination of employment, major changes in the composition, operation or size of the Employer’s workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to work rosters; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 4.1.1.3 The Employer shall discuss with the Employees affected and the relevant Union among others, the introduction of the changes referred to in clauses 4.1.1.1 and 4.1.1.2 hereof, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees (e.g. by finding alternative employment) and shall give genuine consideration to matters raised by the Employees and/or the relevant Union in relation to the changes.
- 4.1.1.4 The discussions shall commence as early as practicable after a proposal has been made by the Employer to make the changes referred to in clause 4.1.1.1 hereof.
- 4.1.1.5 For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the Employer’s interests.
- 4.1.1.6 Where the Employer is proposing to undertake organisational restructuring that has significant effects the Employer will provide affected Employees and their relevant Union a summary of the proposed changes to the new structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of potentially affected Employees, including the Employer’s proposal to mitigate the effects on each affected Employee.
- 4.1.1.7 The Employer agrees to consult on the acquisition and transfer of any plant and equipment as well as any required modifications for the plant and equipment with any directly affected Employees. Purchase and/or transfer are able to proceed once relevant Employees are consulted as required. The Employer will ensure that new plant and equipment being received is fit for purpose and not requiring unknown or unplanned modifications.

4.2 Joint Consultative Committee

- 4.2.1.1 In order to facilitate ongoing harmonious industrial relations the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of Employees, Union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.
- 4.2.1.2 The group shall meet on an “as needs” basis but not less than four (4) times per year to consider all industrial relations matters including, but not limited to:

- a) workplace issues that have the potential to impact on Employees, including work units, sections or the entire organisation, e.g. workloads; and,
- b) monitor and review implementation of this Agreement; and,
- c) undertake specific responsibilities and activities in accordance with this Agreement; and,
- d) any other matter raised by Union or management which impacts on the workforce.

4.3 Operational Consultative Working Group

- 4.3.1.1 The Parties will commit to the formulation of a working group within three (3) months of certification of this Agreement and the terms of reference will be developed by the group when established.
- 4.3.1.2 The group aims to identify and discuss operational initiatives, barriers and to be a forum for consultation, communication, collaboration and consistency between the Employer and Union delegates.
- 4.3.1.3 The Employer will work collaboratively with Parties to this Agreement via the JCC and Operational Consultative Working Group to explore options towards meeting the abovementioned objectives. The Operational Consultative Working Group will focus on initiatives to enhance the mental, physical and financial health of Employees.

4.4 Prevention and Settlement of Disputes and Grievances

- 4.4.1.1 Effective communication between Employees and the Employer is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.
- 4.4.1.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 4.4.1.3 During any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage, of the imposition of any ban, limitation or restriction. No party shall be prejudiced as to a final settlement by the continuance of work in accordance with this clause.
- 4.4.1.4 Where a bona fide Work Health and Safety issue is involved, an Employee shall not work in an unsafe environment. Where appropriate, the Employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the matter is pending.
- 4.4.1.5 In the event of any dispute/grievance arising between the Employer and an Employee in relation to this Agreement and any employment related matter arising; subject to

the QIRC having the jurisdiction to deal with the dispute/grievance; this procedure shall apply.

4.4.1.6 Discussions at any step of the procedure shall not be unreasonably delayed by any Party. Sensible time limits shall be allowed for the completion of the various stages. Generally, steps (1) and (2) below should, if possible, take place within seven (7) days after the request of the Employee or the Employee's Union representative. At least 14 days should be allowed for Step (3). If further time is required at any Step; the Parties will discuss extending the period and the reasons for the extension.

4.4.1.7 Step 1

Any Employee with a dispute/grievance will promptly raise the matter with their immediate Supervisor who will endeavour to resolve the matter as soon as possible. The Employee may request union representation or a nominated support person to assist them in the process.

4.4.1.8 Step 2

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

4.4.1.9 Step 3

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

4.4.1.10 Step 4

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

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

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

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

4.5 Investigations and Disciplinary Processes

- 4.5.1.1 The Parties acknowledge that all disciplinary processes and investigations must be open and transparent, ensuring that the Parties involved in the matter are provided with natural justice and procedural fairness. Accordingly, the processes shall follow a set procedure and decision making methodology to ensure consistency and fairness for the Parties involved.
- 4.5.1.2 Where an investigation is required, it will occur before there is any consideration regarding potential disciplinary outcomes. The purpose of the investigation shall be to objectively consider, based on all relevant evidence, what caused the issue and identify recommended outcomes to prevent the issue in the future. Investigations will occur as soon as practicable and will not be unduly delayed.
- 4.5.1.3 If an Employee is required to attend a meeting as a respondent in relation to an investigation, performance matter or disciplinary process, they shall be provided with at least three (3) business days' notice in writing of the requirement to attend the meeting. The written notice shall include the reasons for the meeting. The Employee will be advised that they have a right to have a Union representative or a support person present at all discussions.

4.6 Facilities

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

5 Employee Benefits

5.1 Wage/Salary Increase

- 5.1.1.1 Remuneration rates for Employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 2 to this Agreement. The schedule also provides information of wage increases over the life of this Agreement.
- 5.1.1.2 Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in Clause 1.5, or any other Award covering Employees covered by this Agreement, shall not apply.

5.2 Entry Level

- 5.2.1.1 The entry classification level for Employees (excluding Employees undertaking the primary function of traffic control) of this Agreement will be level 3 of the classification table at Appendix 2.
- 5.2.1.2 Employees engaged to primarily undertake Traffic Control will be classified at Level 2.

5.3 Final Trim Grader Operators

- 5.3.1.1 The Employer will review the classification of Employees required to undertake Final Trim Grader Operations as part of their substantive role within three (3) months of the certification of this Agreement.

5.4 Service Increment Payments

- 5.4.1.1 Due to the task based philosophy of the Agreement's Parent Awards and in recognition of continuing service to the Employer and the skills and experience gained whilst employed by the Employer an annual payment, recognising service, will be made to full time and part time employees in accordance with the schedule below, based upon the years of service with the Employer.

Continuing Years of Service (Greater than)	Service Recognition Payment (Calculated on years of service)
5	\$7.50 per week
6	\$8.50 per week
7	\$9.50 per week
8	\$10.50 per week
9	\$11.50 per week
10	\$12.50 per week
11	\$13.00 per week
12	\$13.50 per week
13	\$14.00 per week
14	\$14.50 per week
15	\$15.00 per week

- 5.4.1.2 Years of Service will be capped at the 15 year rate for those Employees with service beyond that period. The payment will only apply to current Employees and for whole years of service and will be made at the first pay period in December each year. Years of service will be recognised at that time, including those which fall within the month of December.

Example:

An Employee with 17 years of service would receive an annual gross payment as follows:

15 years: payment at \$15.00 per week x 52 weeks = \$780

An Employee in their sixth (6) year of service would receive an annual gross payment as follows:

5 years: payment at \$7.50 per week x 52 weeks = \$390

5.5 Salary Sacrifice

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

5.6 Study Assistance

- 5.6.1.1 The Employer encourages Employees to undertake training and development to update or develop new skills relevant to their role or assisting in future job opportunities with the Employer.
- 5.6.1.2 To be eligible for Study Assistance, the Employee must be permanent and have successfully completed their probationary period, with the exception of Trainees, Apprentices or Cadets, who are required to undertake study as part of their employment.
- 5.6.1.3 Part-time Employees will be reimbursed on a pro-rata basis.
Example: Where a part-time Employee is engaged for 20 hours per week, they will be entitled to 20/38th of the allowance.
- 5.6.1.4 The following criteria is considered in determining whether assistance will be provided:
 - a) the Employee's past work performance.
 - b) the relevance of the proposed training to the Employee's current or future job opportunities.

c) the benefits to the Employer.

5.6.1.5 Study assistance will be provided based on the following categories:

Category 1

A course undertaken as a condition of employment. For example a Cadetship would fall under this category. The Employer shall reimburse all compulsory charges in relation to the course.

Category 2

A course, which is directly relevant to the Employee's area of work, and the skills or qualification is deemed by the Employer as appropriate in that area of work. For example, a Certificate in Construction/Horticulture.

Reimbursement will be provided up to \$700 per unit towards course fees.

Category 3

A course demonstrated to the satisfaction of the Employee's General Manager to be directly relevant to the Employer. For example, a Gardener seeking a Certificate in Water Treatment.

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

5.6.1.6 All reimbursements will require evidence of successful subject completion being provided to the Employer.

5.6.1.7 When a Study Assistance request has been approved and it is a condition of enrolment that the full course fees be paid up front and prior to the study commencing the Employer will contribute 50% of the course upfront, with the Employee contributing the remaining 50%, which will be fully reimbursed upon successful completion of the course.

5.7 Professional Association, Licence and Registration Fees

5.7.1.1 Where an Employee must hold a registration or maintain membership of a professional association and licences as part of their employment, the Employer shall pay the fees for membership/registration renewal or licence renewal.

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

Example: Where the renewal fee is the same as the 'C' endorsed licence irrespective of the additional endorsements the Employee will not be reimbursed for the cost of the licence renewal. The Employer will pay for licence upgrades for example (MR to HR) with these costs representing the test fees.

6 Employment Arrangements

6.1 Employment Practices

- 6.1.1.1 The Employer will communicate with relevant Employees as to whether or not vacant positions will be replaced and where a decision is made to replace the vacancy, the Employer shall commence advertising within 30 days of the date of notification of the vacancy. When this timeframe cannot be achieved the Employer will advise the relevant Employees and Unions accordingly.
- 6.1.1.2 Outcomes and performance in regard to this process will be reported to the JCC.
- 6.1.1.3 Advertised vacancies shall be communicated to all work locations, at least seven (7) working days before the closing date for applications and in such a manner as the Employer may determine.
- 6.1.1.4 The recruitment process will be completed as soon as practicable. Where there is an issue that can legitimately extend the time to fill or to commence advertising, the Employer will communicate to the relevant Employees.
- 6.1.1.5 Where an Employee is unsuccessful in completing their probation period, the recruitment process undertaken to fill the vacancy remains current and the Employer may refer to the initial applicant pool in the first instance. All positions must have a position description and the positions shall be classified in accordance with the level definitions provided for in the relevant Award, unless specified otherwise in this Agreement.
- 6.1.1.6 All positions can be advertised simultaneously, in the event internal applicants apply, their applications will be assessed in the first instance. Selection shall be made based on merit in all cases.
- 6.1.1.7 The Employer may utilise applications obtained via expressions of interest internally or through rolling recruitment; where applications have been called for positions requiring the same or similar skills and experiences; in lieu of external advertising and/or where a position has been vacant for an extended period of time.

6.2 Community Events

- 6.2.1.1 The Employer holds a number of events for the community which may require additional resources. The Employer is committed to the utilisation of its workforce and developing Employees and when required may invite Employees to express their interest when opportunities arise to assist with community events in addition to their normal work duties.
- 6.2.1.2 When required the Employer will communicate details of the event, the resourcing required and a brief position description outlining the duties and skills/qualifications required. The Employee will undertake the duties in addition to their substantive position with the Employer and will be remunerated in line with the duties performed at the event and time worked for the event including any applicable penalty and/or overtime rates.

6.3 Absenteeism Management

6.3.1.1 The Parties to this Agreement recognise that absenteeism through sick/carers' leave is a controllable overhead and misuse can be detrimental to the operations of the Employer. The Absenteeism Management process addresses abuse of sick/carers' leave in an impartial manner.

6.3.1.2 The Employer may observe an Employee's abuse of sick/carers' leave or request leave reports with a view to determine if an Employee has a record of attendance which gives cause for reasonable concern including regular patterns of unsatisfactory attendance, excessive sick/carers leave taken or non-notification of absences. Where the Employee's sick/carers' leave record of attendance is deemed to be unsatisfactory the following steps will be undertaken by the Employer.

6.3.1.3 Step 1:

The Employee's record of attendance will be discussed in a private conversation with their Supervisor. The intent of the meeting is to openly discuss absences and offer support where required. The Employer acknowledges that abuse of sick/carers' leave can be due to genuine personal circumstances.

6.3.1.4 Step 2:

Should unsatisfactory attendance continue, the absenteeism will be subject to a formal review which includes management identifying 12 months of leave records to identify dates of concern.

6.3.1.5 Step 3:

If it is found there is abuse of sick/carers' leave, the Employer will develop and implement an Absenteeism Management Plan (AMP). When the AMP is in place the Employee will be required to provide a medical certificate on each occasion they are absent, or leaving the workplace early utilising sick/carers' leave.

An AMP may be in place for no longer than 12 months, with a minimum review period of no longer than 3 months.

6.3.1.6 Step 4:

If the Employee absenteeism has made an improvement, the AMP will be finalised and the Employee will be advised. Should the Employee have recurrent absenteeism the AMP process will recommence at Step 2.

If no improvement is observed by the Employer during the course of the AMP, the Employer will meet with the Employee to discuss reasons for the continued absenteeism. If the reasons provided are unsatisfactory, disciplinary action may be undertaken in accordance with the Employer's disciplinary policies and procedures.

6.4 Fatigue Rest Provision

6.4.1.1 There shall be a ten (10) hour consecutive break between the conclusion of ordinary and/or overtime work on one day and the commencement of work on the next day, including weekends and public holidays, and shall be in accordance with the relevant Award provisions, Monday to Sunday inclusive.

- 6.4.1.2 Where an Employee has been required to work extended hours in response to a genuine work need and they consider they have not had reasonable rest prior to the commencement of the following workday, the following process is to apply:
- a) The Employee should contact their direct Supervisor within 30 minutes either side of their normal start time and advise of the work related issue they have attended to out of hours and the circumstances of why they do not feel adequately rested to commence duties.
 - b) The Employee and Supervisor should then make arrangement for the Employee to recommence duties after they have had a reasonable rest period.
 - c) The Employee is not required to recommence duties where the remaining rostered ordinary hours are less than three (3) hours from the Employee's normal finishing time. In this instance the Employee shall be paid for any ordinary time for the remaining period of time.
- 6.4.1.3 The Employee shall be paid for any ordinary time lost as a result of being on a rest period and the time recorded as ordinary time.
- 6.4.1.4 In the situation where an Employee is fatigued due to providing assistance to the community, for example, involvement in an emergency service or jury duty, the Employee can seek an appropriate paid rest period from their Supervisor.

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

6.5 End of Year Closedown

- 6.5.1.1 In line with providing ongoing services to rate payers, the Employer shall determine which services/functions shall remain open over the Christmas / New Year period. Determination shall be made on a business needs basis and may change from year to year. The Employer will consult with Employees fourteen (14) weeks prior to the end of year closedown with the proposed closure period and services/functions that may be required over the closedown break. The Employer will consider any individual circumstances through this consultation process.
- 6.5.1.2 The Employer shall formally inform Employees at least twelve (12) weeks prior to the Christmas / New Year break if the service/function in which they are employed is required to remain open or closed.
- 6.5.1.3 The resourcing levels of the affected offices and depots shall be determined by the Employer. In the first instance the Employer shall call for Employees to agree to work during this period. Where the number of Employees agreeing to work is not sufficient, as determined by the Employer, to meet the business needs, the Employer shall direct the necessary Employees to work.

- 6.5.1.4 Full time Employees with at least twelve (12) months continuous service with the Employer, shall be credited hours to their Accrued Time Bank (ATB) in the first pay period in December as follows:
- Year 2 of the Agreement – 2 ordinary time days.
 - Year 3 of the Agreement – 3 ordinary time days.
 - Year 4 of the Agreement – 3 ordinary time days.
- 6.5.1.5 Part time Employees will receive ATB time, on a pro rata basis.
- 6.5.1.6 The credited ATB shall be taken by the Employee within a two (2) month period.

6.6 Change in Work Location

- 6.6.1.1 Where an Employee's normal work location is required to permanently change, except where it is customary for an Employee to work in other locations to meet business and service delivery needs, the Employee will be provided with one (1) months' notice in writing. Individual circumstances will be taken into consideration as much as possible.
- 6.6.1.2 Where an Employee considers that the permanent change will result in personal hardship and considers that the only option available is to seek early separation from the Employer, the Employee may request consideration of a separation payment equivalent to one and three quarter (1.75) weeks ordinary pay for each completed year of service plus other payments which they would normally be entitled to upon termination.
- 6.6.1.3 Separation payment will be capped at 18 weeks.

6.7 Special Work Agreements (SWA)

- 6.7.1.1 The aim of a SWA is to allow sufficient flexibility for those specific sections of the organisation so that the Employer can provide cost effective and competitive services. SWAs are not intended to supplant or in any way derogate from the minimum work conditions set out in this Agreement. SWA are applicable for a team/work unit when their conditions of employment are altered, superseding the Agreement.
- 6.7.1.2 The Parties recognise that a SWA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement and/or the Award.
- 6.7.1.3 The Parties forming an MOU may insert review mechanisms as a provision of the terms of the MOU.

6.7.2 Developing a New Special Work Agreement

- 6.7.2.1 During the life of this Agreement, either a work group or the Employer may initiate the development of a new SWA. The work group may include all or part of a section, unit or team members as determined by the Parties, but a SWA shall not be made in respect solely of an individual Employee.

- 6.7.2.2 As soon as possible consultation should take place between the relevant Parties – i.e. management, affected Employees of the relevant work team and any relevant Union/s. This consultation should involve discussion of the SWA’s purpose, changes in working conditions and process for developing the new SWA.
- 6.7.2.3 Establishment of a new SWA will require approval by:
- a) The Employer; and
 - b) A simple majority of the affected Employees by a secret ballot.
- 6.7.2.4 All SWAs are to be in writing and will be subject to agreement between the Employer and the affected Employees and any relevant Union/s.
- 6.7.2.5 The coverage of the SWA may include changes in hours of work, working arrangements, annualisations, allowances and other working conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the work group. Where these changes seek to alter this Agreement or any relevant Award, the SWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the SWA.
- 6.7.2.6 It is acknowledged that any SWA agreed to during the life of this Agreement operating under a “Memorandum of Understanding” will not form a part of this Agreement, unless a variation is made to incorporate its terms.
- 6.7.2.7 By the signing of a “Memorandum of Understanding” between the Employer and the relevant Union/s, a new SWA may commence prior to the expiration of this Agreement on the date specified in the SWA and continue until the expiration of this Agreement, provided it does not disadvantage the affected Employees.
- 6.7.2.8 Such a SWA may be certified with the next agreement, if all Parties are in agreement, provided it had not been terminated in accordance with clause 6.7.3

6.7.3 Termination of SWAs

- 6.7.3.1 A SWA established via a Memorandum of Understanding (clause 6.2.2) may be terminated by either Party, providing eight (8) weeks’ notice.
- 6.7.3.2 Certified Agreement SWA:
- a) A SWA certified with this Agreement will continue until such time as it is terminated or replaced by a new Certified Agreement, unless an earlier termination date is specified in the SWA.
 - b) When either Party seeks to terminate a SWA which forms part of the existing Certified Agreement, then either Party will be required to give eight (8) weeks’ notice prior to the expiry or replacement of the current Certified Agreement.
 - c) Any dispute relating to the operation of a SWA will be managed in accordance with the agreed procedures under the Prevention and Settlement of Disputes and Grievances clause 4.3 of this Agreement.

6.8 Redundancy/Retrenchment Arrangements

6.8.1.1 The redundancy/retrenchment arrangements are outlined in Appendix 1.

7 Working Arrangements

7.1 Hours of Work

7.1.1.1 Full-time Employees shall be required to work an average of 38 ordinary hours per week as well as a reasonable amount of overtime as may be required from time to time. These hours may be worked on any day of the week Monday to Sunday on an agreed basis. Where an Employee works their ordinary hours on a Saturday or Sunday or outside of the below scope of hours, the provisions of the relevant Award, including the relevant allowances, loadings and penalties, shall apply.

7.1.1.2 An Employee's ordinary hours shall be worked between the hours of 5:00am and 7:00pm.

7.1.1.3 The starting and finishing times of each Employee shall be agreed where possible between the Employee and Employer; however where agreement cannot be reached such times shall be determined by the Employer within the above scope of hours detailed in clause 7.1.1.2. Once set, the starting and finishing times of a group of Employees or an individual Employee may be staggered and/or altered with two (2) weeks' notice by the Employer. Provided that where there is agreement between the Employee/s involved starting and finishing times may be staggered without the provision of notice.

7.1.1.4 In the event work needs to commence prior to the normal commencement time but within the span of hours the appropriate notification of changed start and finish times will be provided. Ordinary hours will commence from the starting time when work is undertaken; within the span of hours; and any required overtime will be at the end of the ordinary hours for the day.

7.1.1.5 The applicable lunch period for each full-time Employee will be thirty (30) minutes. Subject to agreement by the relevant work team, the two (10) minute rest pauses may be banked and taken as one twenty (20) minutes break prior to the lunch period. The Employer has the right to stagger the time taken for rest pauses. Rest pauses will be taken on the job, if adequate amenities are available.

7.1.1.6 Where it is mutually agreed between an Employee or group of Employees and their Supervisor, the Employee/s may delay their meal break up to a maximum of two (2) hours, without penalty. The normal meal break shall be taken on the completion of the task at hand. If the meal break has not been taken within this two (2) hour period, penalty rates for postponing the meal break will apply from when the meal break should have commenced.

Example: An Employee works any five days in seven, in this example from Wednesday to Sunday, their total rate of pay would be as follows:

Wednesday to Friday inclusive	24 hours at ordinary hourly rate
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Saturday – First 3 hours @ 1.5 times and then 5 hours @ double time	14.5 hours at ordinary hourly rate
Sunday – All 8 hours @ double time	16 hours at ordinary hourly rate
Total	54.5 hours at ordinary hourly rate

7.2 Casual employment

- 7.2.1.1 For each ordinary hour worked a casual Employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 25%.
- 7.2.1.2 The Employer guarantees that casual Employees will be given preference to work where possible, prior to the engagement of labour hire.

7.3 Call Out

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

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

7.4 Short Term Remote Call out

- 7.4.1.1 An Employee required to respond to after-hours calls, within the normal span of hours, for assistance/work via telephone or computer and such matter involves the Employee in no more than 15 minutes to assess and rectify; and not required to personally attend onsite or leave their present location to a call out; will be paid a minimum of one (1) hour at the applicable penalty rate.
- 7.4.1.2 Any subsequent call out not requiring attendance onsite will be similarly paid unless any such call out occurs within an hour of a previous remote call out.
- 7.4.1.3 Should an Employee required to respond to after-hours calls for assistance/work via telephone or computer respond to such a call outside of the normal span of hours the provisions of clause 7.3 will apply.

7.5 Rostered Days Off

7.5.1.1 The Parties to this Agreement recognise the importance of providing ongoing services to rate payers. To this end it is agreed that Employees shall work an amount of additional hours per day that shall be accrued to allow the Employee to have one Rostered Day Off (RDO) in each ten (10) day working cycle.

7.5.1.2 An example of a standard fortnight of hours for a full-time Employee accruing an RDO with a 30 minute lunch break is depicted in the below table, the RDO day may vary in the fortnight. The day before the RDO will be reduced by 30 minutes. Alteration to the standard fortnightly hours may be altered through mutual agreement between the Employee/s and the Employer.

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	8:30	8:30	8:30	8:30	8:30
Week 2	8:30	8:30	8:30	8:00	RDO

7.5.1.3 On receipt of two (2) days' notice the Employer can request an Employee to work on a RDO by mutual agreement taking into account the Employee's personal circumstances and the Employee shall receive the applicable penalty rates for that day. If a statutory holiday falls on the day on which the Employee is rostered off, such Employee shall take the RDO on the next business day or at a mutually convenient time if agreed to between the Employee and their Supervisor.

7.5.1.4 It shall be clearly understood and agreed that rostering of Employees to accommodate the nine (9) day fortnight will be prepared in such a manner as to maintain existing service levels and efficiency. This may result in a relatively strict roster, which will not always accommodate individual Employee preferences as to which days are rostered for them; however, the Employer will take into account the Employee's personal circumstances as to not unreasonably deny an Employee's preference.

7.5.1.5 Any Employee who falls sick on a RDO shall not receive any further day in lieu thereof.

7.5.1.6 An Employee may request to move their RDO to another day within the fortnightly pay period.

7.6 Time Off In Lieu of Payment for Overtime

7.6.1.1 The Employer's preference is to provide payment, at the rate provided for the payment of overtime in the relevant Award for any overtime worked; however, the Employee may request that any such time be banked to the Employee's Accrued Time Bank (ATB).

7.7 Accrued Time Bank

7.7.1.1 Any approved TOIL which is requested to be accrued by the Employee shall be added to the Employee's ATB at ordinary time. Time banked by the Employee at the Employer's request will be added to the Employee's ATB at time and a half. All time

from the Employee's ATB will be taken at ordinary time and may be used in minimum 15 minute increments.

- 7.7.1.2 If an Employee requests to bank an RDO, the first three (3) hours will be accrued at time and a half. All remaining time will be paid at double time.
- 7.7.1.3 Any excess over 115 hours will be paid out on a half yearly basis; in February and August each year after notification to all Employees that the payout process will be triggered in the following pay period.
- 7.7.1.4 All double time will automatically be paid.

7.8 Meal Allowance during Overtime

- 7.8.1.1 When an Employee is required to work such overtime in any day or shift the following shall apply:
 - a) one (1) meal allowance and one (1) half hour paid break is paid at the applicable penalty rate when overtime continues for more than two (2) hours; and
 - b) one (1) meal allowance and one (1) half hour paid break is paid at the applicable penalty rate after each further four (4) hours if overtime continues.
- 7.8.1.2 In all other circumstances such as an RDO, scheduled day off, non-work day or public holiday:
 - a) one (1) meal allowance and one (1) half hour paid break will be paid at the applicable penalty rate when overtime continues for more than five (5) hours; and
 - b) one (1) meal allowance and one (1) half hour paid break will be paid at the applicable penalty rate after each additional period of four (4) hours worked
- 7.8.1.3 The Meal Allowance is payable regardless of if the Employer pays overtime or the Employee elects for the overtime to be banked into their ATB.

8 Leave Entitlements

8.1 Sick/Carer's Leave

- 8.1.1.1 Sick leave is unlike annual or long service leave in that it is conditional upon an Employee being ill or injured to the point of being unfit for duty. It is a provision to protect the Employee and their family against hardship should the Employee be unable to continue their work and should only be utilised when an Employee is ill or injured or is required to provide care or support.

- 8.1.1.2 Carer's leave is conditional upon an Employee being required to care for or support an immediate family or household member who is ill or because an unexpected emergency arises or to care for a person who has experienced domestic violence.
- 8.1.1.3 Where an Employee is unable to attend work due to illness, injury or the need to provide care for an ill family member or household should an unexpected emergency arise they are required to contact their Supervisor directly by telephone and inform them of their absence and, where practicable, within 30 minutes of the Employees start time. However, reasonable extenuating circumstances in relation to late notification will be accepted.
- 8.1.1.4 However, should the leave be to care for a person who has experienced domestic violence, the Employee may contact their Supervisor, relevant Manager or the Manager Workforce and Governance as soon as practicable.
- 8.1.1.5 If an Employee takes carer's leave to care for or support a person who has experienced domestic violence, the Employee must provide sufficient evidence for approval. Some examples of evidence may include a report from the police service, court, doctor/health practitioner, counsellor, written advice or a statutory declaration from the Employee.
- 8.1.1.6 Text messages, emails or notification to a third party, such as another Employee, are not acceptable. In contacting their Supervisor the Employee must advise the Employer of the period, or expected duration of the sick/carer's leave.
- 8.1.1.7 Full-time Employees shall accrue sick/carer's leave at the rate of one (1) day per month in the first 12 months of employment, thereafter at the rate of 15 days per year for each year of continuous service with the Employer.
- 8.1.1.8 Part-time and fixed-term Employees shall accrue sick/carer's leave on a pro-rata basis relative to the ordinary hours worked. Employees shall accrue this type of leave progressively during a year of service.
- 8.1.1.9 Unused sick/carer's leave is cumulative from year to year; and sick/carer's leave shall not be paid out on termination.
- 8.1.1.10 Casual Employees are not entitled to paid sick/carer's leave, however they can access unpaid leave or are entitled to be unavailable to attend work or to leave work for the same reasons outlined above.
- 8.1.1.11 To be entitled to be paid sick/carer's leave or utilise unpaid sick leave an Employee must provide the Employer with notice as required under clause 8.1.1.3 as well as a medical certificate or other document suitable such as a statutory declaration to the Employer stating that the Employee is ill, injured or is required to provide care and support to an immediate family member or household or because an unexpected emergency arises or to care for a person who has experienced domestic violence. Documentary evidence is required for all sick/carer's or unpaid sick leave claimed:
- a) in excess of two (2) days; and/or
 - b) when sick/carer's leave is taken immediately preceding or directly following a public holiday, the commencement of a shift roster or a leave day or rostered or accrued day off work.

- 8.1.1.12 Where a statutory declaration is provided in support of a claim for paid sick/carer's leave or unpaid sick leave such statutory declaration shall be limited to four (4) days. Following this time a medical certificate from a registered health professional, as defined in clause 1.8.1.13 of this Agreement, is required.
- 8.1.1.13 To avoid doubt this means that a statutory declaration may only be used for a maximum period of four (4) consecutive working days. After this time a medical certificate is required.
- 8.1.1.14 Sick/carer's leave may be taken for part of a day. An Employee who becomes ill whilst on annual leave and/or long service leave shall be paid sick leave and a corresponding amount of time added to the Employee's annual leave or long service leave entitlement, provided that:
- a) a registered medical practitioner certifies that the Employee would be unfit to perform normal duties for a period of not less than five (5) working days; and
 - b) the Employee notifies the Employer as soon as practicable.
- 8.1.1.15 An Employee in receipt of worker's compensation payments may opt to use sick leave accruals to make up the difference between payments received from Local Government WorkCare and the Employee's average weekly earnings which shall be calculated by:
- a) Taking the Employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government WorkCare and this calculated rate shall be the gross amount to be paid by the Employer to the injured Employee; and
 - b) The amount debited against the Employee's sick leave accrual shall be on the basis of the hours debited = additional payment divided by the Employee's ordinary hourly rate.

8.2 Stood down for health-related reasons

- 8.2.1.1 If the Employer stands an Employee down for health-related reasons and the Employee returns medical evidence indicating that there was no cause for concern the Employer will,
- Reimburse any leave type utilised by the Employee for the duration of stand down,
 - If the Employee had exhausted leave entitlements, the Employer will backpay the Employee for any leave without pay taken for the duration of the stand down.

8.3 Unpaid Leave

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

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

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

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

- 8.3.1.2 Any requests for unpaid leave under Level 1 shall require the Employee to provide their Manager with a written request for unpaid leave with a minimum of four (4) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.
- 8.3.1.3 Any requests for unpaid leave under Level 2 shall require the Employee to provide their General Manager with a written request for unpaid leave with a minimum of six (6) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.
- 8.3.1.4 Any requests for unpaid leave under Level 3 shall require the Employee to provide the CEO with a written request for unpaid leave with a minimum of eight (8) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.
- 8.3.1.5 Periods of unpaid leave shall not break the Employee's continuity of service; however the period of unpaid leave shall not count towards the accrual of any entitlements that would usually apply statutorily to the Employee.

8.4 Annual Leave

8.4.1 Accruals

- 8.4.1.1 Full-time Employees who work 38 ordinary hours per week shall be entitled to 152 hours of paid annual leave; which accrues proportionately on a fortnightly basis.
- 8.4.1.2 Part-time and fixed-term Employees shall accrue annual leave on a pro-rata basis according to the Employee's ordinary hours of work. Due to the nature of the employment contract casual Employees shall not accrue any annual leave.
- 8.4.1.3 Where an Employee is engaged on continuous shiftwork and works 38 ordinary hours per week they shall be entitled to an additional 38 ordinary hours of paid annual leave at the completion of each year of service. Annual leave is accrued proportionately on a fortnightly basis.
- 8.4.1.4 Provided that where an Employee does not work the full year on continuous shift work, they shall be entitled to a pro-rata benefit for the time worked on continuous shiftwork.

8.4.2 Notice of Taking of Annual leave

- 8.4.2.1 Employees shall be required to provide the Employer with at least two (2) weeks written notice of their intention to take annual leave unless otherwise agreed. The Employer shall attempt to comply with an Employee's request for annual leave and where mutual agreement cannot be gained or operational requirements dictate, the Employer may refuse to grant the request for annual leave. Annual leave shall be exclusive of any statutory holidays that occur during the period.

8.4.2.2 The Employer shall advise the Employee within two (2) weeks of receiving the application.

8.4.3 Payment

8.4.3.1 All monies owing to an Employee for annual leave purposes shall be paid to the Employee incrementally on their usual pay day, unless other arrangements are mutually agreed between the Employee and the Employer. Payment for annual leave shall attract an additional payment of a leave loading of 17.5% on the Employee's ordinary hourly rate of pay.

8.4.3.2 Should an Employee's employment be terminated under the terms of this Agreement prior to the Employee working a full year, the Employee shall be paid any annual leave they have accrued in line with this Agreement.

8.4.4 Annual Leave Reduction Scheme

8.4.4.1 Where an Employee has accrued an excessive amount of annual leave being greater than two (2) years of entitlements the Employee shall be required to participate in a leave reduction scheme. Such scheme shall require the Employee to reduce their accrued bank of annual leave over an agreed period of time.

8.4.5 Cashing out of Annual Leave

8.4.5.1 An Employee may request in writing for a particular amount of their annual leave to be paid out. Employees must retain an accrued annual leave balance of not less than four (4) weeks. Annual leave loading; where applicable; shall be included in the paid out amount.

8.4.5.2 Any Employee who is seeking to cash out part of their annual leave shall have taken at least a continuous two (2) week period of annual leave within the 12 months prior to the request for cashing out of annual leave being submitted.

8.5 Long Service Leave

8.5.1 Accrual

8.5.1.1 All permanent Employees of the Employer shall accrue a long service leave entitlement at the rate of 1.3 weeks for each year of continuous service and shall not be payable prior to seven (7) years continuous service. Part time and long term casual Employees shall be entitled to long service leave on a pro rata basis in relation to the ordinary hours worked.

8.5.2 Access to Long Service Leave

8.5.2.1 Long service leave may be taken on a pro rata basis on the pro rata accruals whilst in service after completion of seven (7) years continuous service with local government in Queensland.

8.5.2.2 Accrued long service leave may be taken in minimum lots of one (1) day at a time.

8.5.2.3 Where an Employee has accrued long service leave in excess of 26 weeks long service leave, the Employee shall be required to discuss participation in a leave reduction scheme. Such scheme may require the Employee to reduce their accrued long service leave over an agreed period of time.

8.5.3 Long Service Leave Access in Emergent Circumstances

8.5.3.1 Where an Employee has exhausted all accrued entitlements, they can make application to the CEO for consideration on a case by case basis, where it can be substantiated that there is an emergent need to access their Long Service Leave Entitlement before their entitlement is due.

8.6 Leave at Half Pay

8.6.1.1 Employees may request to take Long Service Leave, Annual Leave and Sick/Carer's Leave or a combination thereof, at half pay when the leave period exceeds three (3) month period.

8.7 Parental Leave

8.7.1 Paid Parental Leave

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

8.7.1.2 Eligible Employees are entitled to an unbroken period of up to 52 weeks parental leave if they are responsible for the care of the child.

8.7.1.3 An Employee may request in writing, to extend the duration of Parental Leave past 52 weeks but to no more than 104 weeks. The Employer shall not unreasonably refuse a request however the Employer may refuse an application on reasonable operational needs.

8.7.1.4 Part-time Employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 12 months.

8.7.1.5 All entitlements will accrue during this period of paid leave however the Employee's entitlements will not accrue while on any unpaid component of parental leave.

8.7.1.6 Paid parental leave may be taken at either full pay or half pay at the request of the Employee.

8.7.1.7 Such absences for parental leave shall be supported by appropriate medical documentation.

8.7.2 Maternity Leave

8.7.2.1 Eligible Employees who have given birth and are responsible to care for the child are entitled to 14 weeks paid maternity leave. Employees are eligible to also take any accrued leave and/or unpaid leave within a 52 week period.

8.7.2.2 The remaining maternity leave may be taken as leave without pay, or take the option of having any accrued annual leave paid at full pay to a maximum of 52 weeks.

8.7.3 Special Maternity Leave

8.7.3.1 Special maternity leave and/or sick leave applies if, before an Employee starts maternity leave their pregnancy terminates before the expected birth or the Employee suffers illness related to the pregnancy.

8.7.3.2 Employees are entitled to unpaid special maternity leave and/or paid sick leave for the period outlined by a medical practitioner's certificate, which does not count towards the period of parental leave.

8.7.4 Adoption Leave

8.7.4.1 Eligible Employees who are responsible for the care of the child; are entitled to ten (10) weeks paid adoption leave in relation to the adoption of a child; any accrued leave and/or unpaid leave within the 52 week period.

8.7.4.2 To be eligible for adoption leave certain requirements need to be satisfied; the child:

- a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child;
- b) has not, or shall not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child; and
- c) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner.

8.7.5 Special Adoption Leave

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

8.7.6 Surrogacy Leave

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

8.7.7 Special Surrogacy Leave

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

8.7.8 Spousal Leave

- 8.7.8.1 Eligible Employees are entitled to eight (8) weeks spousal leave in relation to the birth, adoption or surrogacy of their child.
- 8.7.8.2 An Employee is entitled to two (2) weeks paid spousal leave which shall be taken; as a whole period; within eight (8) weeks from the birth of their child. The Employee is entitled to a further period of six (6) weeks unpaid spousal leave. The unpaid leave must be taken within a 52 week period, in one unbroken period or for minimum periods of two (2) weeks at a time.
- 8.7.8.3 An Employee is entitled to eight (8) weeks unpaid spousal leave for the adoption or surrogacy of their child. This leave can be taken in a broken or unbroken period; however, if the leave is not taken immediately after the child is placed (adoption) or commences residency (surrogacy) with the Employee, the leave must be taken for a minimum of a two (2) week period.

8.7.9 Keeping in Touch Days

- 8.7.9.1 To enable Employees on unpaid parental leave to keep in touch and to ease their return to employment the Employee can utilise a maximum of ten (10) keeping in touch days during their leave period. If the Employee works a keeping in touch day it does not break or extend the leave period.
- 8.7.9.2 Agreement must be made between the Employee and Employer to work a keeping in touch day during the period of leave. Any agreed keeping in touch days worked by the Employee will be paid.

8.7.10 Part Time Return from Parental Leave

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

8.8 Bereavement Leave

- 8.8.1.1 Employees (other than casual Employees) may be granted up to five (5) days bereavement leave, on full pay on each occasion, where the deceased person was a member of the immediate family of the Employee.
- 8.8.1.2 This shall be subject to the production of evidence of death satisfactory to the Employer, or the completion of a statutory declaration under the provisions of the Oaths Act 1867.
- 8.8.1.3 Periods of a longer duration shall be subject to approval by the relevant General Manager and shall be determined on an individual, case by case basis.

8.9 Compassionate Leave

- 8.9.1.1 Employees other than casual Employees may be granted up to two (2) days paid leave on each occasion where a member of their immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to the person's life.

- 8.9.1.2 This shall be subject to the production of evidence satisfactory to the Employer, such as a medical certificate or statutory declaration.

8.10 Armed Services Leave

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

8.11 Emergency Services Leave (SES/Rural Fire Brigades/QAS)

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

8.12 Natural Disaster Leave

- 8.12.1.1 If an event beyond an Employee's reasonable control prevents an Employee from travelling from their normal place of residence to their normal place of work, then line management may approve "Natural Disaster Leave" paid at ordinary time only. Events may include but are not limited to flooding and bush fires. It does not need to be officially declared a natural disaster event for an Employee to access this leave.
- 8.12.1.2 Approval shall depend upon Employees being able to demonstrate that they made all reasonable efforts to attend work.
- 8.12.1.3 Provided that during the day in question the Employee was able to attend work and they did not, no payment shall be provided for the day unless the Employee utilises previously accrued leave other than Long Service Leave.

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

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

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

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

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

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

8.13 Pandemic Leave

8.13.1.1 In exceptional circumstances Pandemic Leave may be granted by the CEO. Approved Pandemic Leave may apply when the pandemic prevents an Employee from attending the workplace, undertaking work activities and/or requires the Employee to self-isolate or other circumstances.

8.13.1.2 The terms and conditions of the Pandemic Leave granted shall be determined by the CEO at the time the exceptional circumstance or event arises.

8.14 Cultural Leave

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

8.15 Domestic and Family Violence Leave

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

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

- 8.15.1.9 All personal information concerning domestic or family violence will be kept strictly confidential and only shared with Employees who have a genuine need to know or disclosure is permitted under an Act.

9 Allowances

9.1 On Call Allowance

9.1.1 On Call

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

9.1.2 On Call - Monday to Friday

- 9.1.2.1 An Employee required to remain on call during any day or night outside their ordinary working hours shall be paid an on call allowance of \$20.00 for each day and/or night during which they remain on call on weekdays only.

9.1.3 On Call - Saturday

- 9.1.3.1 Where an Employee is directed to remain on call on Saturday, they shall be paid a sum equal to four (4) hours ordinary pay.

9.1.4 On Call - Sunday and Statutory Holidays

- 9.1.4.1 Where an Employee is required to remain on call on any Sunday or statutory holiday, they shall be paid for each Sunday or statutory holiday a sum of eight (8) hours at their ordinary rate.
- 9.1.4.2 In the case of statutory holidays only, the Employee shall be credited for one (1) days leave exclusive of leave loading.

9.1.5 Shift Allowance

- 9.1.5.1 In addition to the wage rates prescribed in this Agreement, shift workers shall be paid a 15% allowance. The provisions of this clause shall be in accordance with the relevant Award.

9.2 Living Away Allowance

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

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

- a) The Employer shall provide suitable transport between their home depot and the place of accommodation.
- b) For the period that the Employee works in such a location the place of accommodation shall be deemed as their home depot.
- c) No Employee shall be expected to stay away from home over weekends or public holidays that are more than one (1) day in duration.
- d) The Employer shall arrange and pay for suitable commercial/private accommodation near the work-site.
- e) The Employer shall reimburse the reasonable cost of three (3) meals a day during such work.
- f) The Employer shall pay an allowance of \$32.00 per day to cover the cost of any other incidental expenses whilst living away.

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

9.3 Exhumations Allowance

9.3.1.1 Persons engaged (including assistants) in the removals or exhumations of a body or bodies and/or body parts, shall be remunerated at double time with a minimum payment of four (4) hours. This payment is also applicable for the below work in connection with the removals or exhumation of a body or bodies and/or body parts:

- a) Digging in water logged ground where human seepage is draining from other graves; or
- b) Hammer and drill work – Grave diggers engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks; or
- c) Re-opening graves – later than six (6) days after burial and/or before six (6) months after burial; and
- d) The physical action of needing to handle the remains or identification plaques within the confines of the grave.

9.3.1.2 Provided further that no less than four (4) persons should be employed on any exhumation and/or removal of a person over eight (8) years of age; nor shall less than two (2) persons be employed on the exhumation and/or removal of children between the ages of two (2) and eight (8) years.

- 9.3.1.3 Provided that where ground conditions warrant it, not less than two (2) persons shall be employed on re-opening graves which are required to be sunk more than 2.13 metres.
- 9.3.1.4 In the event; other than persons engaged in the removal or exhumation of a body or bodies and / or body parts; an Employee comes into direct personal contact or visual contact with a body or bodies and / or body parts and / or is exposed to human seepage whilst undertaking cemetery operations or cemetery maintenance they shall be remunerated at double time with a minimum payment for two (2) hours.
- 9.3.1.5 In all other circumstances, where cemetery operations work is undertaken that is not in connection with the removals or exhumation of a body or bodies and/or body parts or as indicated 9.3.1.4, applicable Award allowances shall apply.
- 9.3.1.6 All Employees engaged upon digging graves in waterlogged ground shall be supplied with suitable rubber boots by the Employer, as well as all other personal protective equipment required to carry out the function/s in a safe manner.

9.4 First Aid Allowance

- 9.4.1.1 An Employee who is appointed by the Employer as a First Aid Attendant in their given work area and is the current holder of an appropriate first aid qualification shall be paid a \$20.00 weekly allowance. This payment shall be dependent upon the First Aid Attendant complying with the requirements of the position.
- 9.4.1.2 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for being a first aider.

9.5 Meal Allowance During Overtime

- 9.5.1.1 An Employee shall be supplied with a reasonable meal at the Employer's expense or be paid \$21.00, at all paid meal breaks prescribed in the relevant Award.
- 9.5.1.2 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for meals.

9.6 Repair of Unclean Vehicles and Plant Allowance

- 9.6.1.1 Employees who are engaged in the repair of vehicles and plant used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles and plant have not been thoroughly cleaned immediately before work on such repairs is commenced, shall be paid an allowance of \$1.25 per hour in addition to the weekly rate when engaged in such work.

9.7 Live Sewer

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

- 9.7.1.2 Live sewer allowance shall be paid at the rate of time and a half for all relevant Employees.
- 9.7.1.3 For the avoidance of doubt for 'direct aerial contact' to apply, the following criteria must be met:
- a) The Employee must be working in direct support of another Employee who is directly physically exposed to live sewerage and only for the period that the direct physical exposure exists; and
 - b) The work requires the Employee to be in direct physical contact with tools, parts or fittings that are being used for the live sewerage work at that time; and/or
 - c) The Employee would have to place some part of their body into the excavation or other space where the direct physical exposure is occurring for them to properly and safely complete the assigned task.
- 9.7.1.4 The payment of the allowance applies only for the period that the above criteria are being met and immediate clean-up at the worksite where the exposure occurs.
- 9.7.1.5 Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than four (4) hours at the appropriate rates.
- 9.7.1.6 Notwithstanding the above, the Parties recognise that the above had not been properly applied for Fitzroy River Water, Network only Employees of the previous Rockhampton City Council for many years prior to the 2008 amalgamation. Therefore the Employer agreed to accept claims in accordance with the current practice for those and only those Employees who were employed by Fitzroy River Water, Network Section on 14 March, 2008. This entitlement only applied to those Employees until such time as those Employees ceased to be Employees of Council or they took up a different role within Council. To remove any doubt, the Employees who shall retain this entitlement have been identified by name in an exchange of letters between the Parties prior to the certification of this Agreement.
- 9.7.1.7 The allowance shall be calculated using the base rate applicable and not any annualised 'All Purpose Rate' that might apply for other purposes in accordance with the terms of this Agreement.

9.8 Working with Synthetic Fluids and Oils Allowance

- 9.8.1.1 Employees employed in the classification of mechanic, fitter, or service person who, in their day to day duties, are exposed to synthetic oils fluids and coolants in the maintenance and repair of power steering units, braking systems, automatic transmissions and/or air conditioning units, shall be paid an extra allowance of \$0.38c for each hour worked with such substances.

9.9 Licensed Trade Allowance

- 9.9.1.1 Employees who are required by the Employer to hold an Electrical or Plumber's and/or Drainer's regulatory Trade Licence in order to perform their role, shall be paid \$38.00 per week.
- 9.9.1.2 Any applicable Trade Licence costs or required renewals shall not be paid by the Employer.

9.10 Asbestos Allowance

- 9.10.1.1 An Employee required to use materials containing asbestos or to work in close proximity to Employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment.
- 9.10.1.2 An Employee engaged in asbestos eradication or work outlined in 9.10.1.1 shall be paid \$10.00 per day. Asbestos eradication is defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

9.11 Working in the Rain

- 9.11.1.1 Working in the rain shall only occur if it is essential as determined by line management.
- 9.11.1.2 Where Employees are required to work in the rain, they shall be issued with wet weather gear to protect their clothing. Where wet weather gear has been issued, the Employee must have it available for use. At the end of the task, the Employee, where practicable, may return home to change into dry clothing (including appropriate footwear) and return to work.
- 9.11.1.3 Where an Employee is required to perform work in the rain and by so doing gets their clothing wet they shall be paid double rates for all work so performed. Such payment shall continue until the Employee finishes work or until the clothing dries or is able to be changed whichever is earlier.
- 9.11.1.4 An Employee entitled to an additional payment pursuant to this allowance shall not be entitled to any additional payment for Wet Places. At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for working in rain.
- 9.11.1.5 Where Employees are unable to carry out their normal duties due to natural events and are not required for urgent work, they agree to actively participate in relevant training or other productive activity.

9.12 Annualised Allowances

- 9.12.1.1 In recognition of the cost of processing allowances, which are otherwise applicable under relevant Awards, it is agreed that the following allowances be annualised.

These allowances shall be incorporated within the pay classification structure however are not reflected in the remuneration schedule in Appendix 2.

- 9.12.1.2 The annualised rate, which incorporates the annualised allowances, shall be referred to as the 'All Purpose Rate' and shall be used for the calculation of superannuation and leave benefits.

9.13 Site Allowance

- 9.13.1.1 This clause covers the following allowances:

"Construction, reconstruction, alteration, repair and/or maintenance work Allowance", "Disability Allowance – rubbish dumps", "Wet Places Allowance", "Quarry Allowance", "Dirt Money" as prescribed in the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 Section 5 "Construction Allowance", "Dirty Work Allowance", "Repair Work Allowance" as prescribed in the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 2.

"Dirty Work Allowance", "Wet Work Allowance", "Construction / on site allowance" as prescribed in the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 1. The Employer, in recognising the continuing nature of these general disability allowances to all Employees covered by the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 Section 5, the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 2 and the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 1, agrees to annualise this allowance.

This clause also includes compensation for Employees who encounter foul or unsanitary conditions and are required to clean or work amongst such conditions. Duties will include such actions as working on land fill sites, collection of exposed waste and refuse, cleaning of animal excrement and cleaning of human bodily fluids, including vomit.

- 9.13.1.2 The Employer shall hereby include within the classification structure the payment of:
- \$50.00 per week for all Employees covered by the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 Section 5.
 - \$40.00 per week for all Employees covered by, the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 2 and Division 2 Section 1.
- 9.13.1.3 At the same time all Employees covered by this clause shall no longer be entitled to claim the abovementioned allowances.

9.14 Toilet Cleaning Allowance

- 9.14.1.1 Employees required to clean toilets, other than merely by hosing them shall be paid an allowance at the rate of \$7.00 per day.
- 9.14.1.2 At the same time all Employees covered by this clause shall no longer be entitled to claim the abovementioned allowances.

9.15 Tool Allowance

- 9.15.1.1 The Employer, in recognising the continuing nature of the “Tool Allowance” paid to all Employees engaged under the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 Section 5, the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 2 and the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 1, agrees to annualise this allowance whilst such Employees continue to supply their own tools.
- 9.15.1.2 The Employer shall hereby include within the classification structure the payment of \$38.00 per week for applicable trades’ Employees.
- 9.15.1.3 Apprentices in all disciplines shall be provided tools to the value of the full tool allowance at the commencement of their apprenticeship. All tools shall remain the property of the Employer until the date of completion of the apprenticeship when ownership shall transfer to the Employee. In the event of an apprentice leaving the Employer’s employ prior to completing the apprenticeship, the Apprentice shall be given a pro-rata allocation of tools upon termination.
- 9.15.1.4 At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for providing tools.

9.16 Rubbish and Sanitary Allowance

- 9.16.1.1 The Employer, in recognising the continuing nature of the “rubbish and sanitary operations allowance” paid to Employees engaged as drivers of rubbish vehicles and their assistants under the Queensland Local Government (Stream B) Award - State 2017 Division 2 Section 5, agrees to annualise this allowance.
- 9.16.1.2 The Employer shall hereby include within the classification structure the payment of \$100.00 per week for all Employees covered by this clause. This payment encompasses the cleaning of rubbish and sanitary vehicles. At the same time all Employees covered by this clause shall no longer be entitled to claim the abovementioned rubbish and sanitary operations allowance.

9.17 Leading Hand Allowance

- 9.17.1.1 The Employer, in recognising the continuing nature of “Leading Hand Allowance” paid to Employees engaged under the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 Section 5 and the Queensland Local Government Industry (Stream C) Award – State 2017 Division 2 Section 1 and Division 2 Section 2, agrees to annualise this allowance.
- 9.17.1.2 The Employer shall hereby include within the classification structure a weekly payment for all Employees covered by this clause as per the below table. This table is based on the complexities, responsibilities and accountabilities of the various Team Leader/Leading Hand positions that are present across the Council’s operational and construction areas as described in Appendix 4.

Team Leader/Leading Hand Classification	Weekly Allowance
Maintenance/Minor Construction	\$34.00
Standard – Construction	\$45.00
Complex/Difficult Construction	\$68.00

Note: Such positions are classified as per the Team Leader/Leading Hand Matrix and this is based on:

- Level of Employee management, i.e. size of crews;
- Level of responsibility/accountability, i.e. quantity and complexity of work undertaken by crews supervised; and
- Adherence to relevant legislation and technical requirements.

9.17.1.3 At the same time all Employees covered by this clause shall no longer be entitled to claim the abovementioned allowance under the respective Awards.

9.18 Fares and Travelling Allowance

9.18.1.1 The Employer shall make the payment of \$61.00 per week “Fares and Travelling Allowance” to Employees covered by the Queensland Local Government (Stream C) Award – State 2017.

9.18.1.2 For the avoidance of doubt the allowance shall not be paid to Employees who are provided a company vehicle to travel to and between work locations.

9.18.1.3 The Parties recognised in previous Agreements since 2008 that the Fares and Travelling Allowance under then relevant Awards had not been properly applied for many years prior to the 2008 amalgamation. To remove any doubt, the Employees who retained this entitlement were identified by name in an exchange of letters between the Parties prior to certification of this Agreement. This entitlement only applied to those Employees until such time as those Employees ceased to be Employees of Council or they took up a different role within Council.

9.19 Travel Costs

9.19.1.1 The Employer shall provide all transport between an Employee’s normal work depot and the daily work site, where possible.

9.19.1.2 Where an Employee is required to report directly to the job site, which is within 10 km of their normal depot, the Employee shall travel by their own means and in their own time.

9.19.1.3 The Employer shall pay the applicable car mileage (as per the Australian Taxation Office Standard) for distances in excess of 10km.

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

9.20 Multi-Skilled Allowance

- 9.20.1.1 Where an Employee within a classification level of the Local Government Industry (Stream B) Award – State 2017 Division 2 Section 5 is recognised, and utilised on a regular basis, by the Employer as having three or more individually identified skills and the position description only mandates one of those skills to meet the criteria for that classification level, that Employee shall receive an allowance of \$16.00 per week.
- 9.20.1.2 Further details on skills applicable to those Employees are contained in Appendix 3 to this Agreement.

9.21 Mixed Function

- 9.21.1.1 Where an Employee is directed by the Employer to undertake responsibilities at a higher level they shall be paid at the higher classification level as follows:
- a) For a period of up to one (1) hour – there will be no payment.
 - b) For a period greater than one (1) hour and up to four (4) hours – the actual time in control of that vehicle/plant in increments of one (1) hour.
 - c) For a period of greater than four (4) hours in one (1) working day – the total hours worked on that day.

Note: To avoid confusion, the time referred to is the clock time from when the Employee first operates that vehicle/plant on that day until the Employee ceases to operate that plant/vehicle on that day provided there has not been a period of greater than two (2) hours when the Employee has not operated that vehicle/plant. Operates include pre-start checks and any required operator's maintenance activities.

10 Union Participation

10.1 Union Recognition

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

10.2 Responsibilities and Rights of Union Representatives

- 10.2.1.1 Organisers or other officials shall have the following responsibilities when dealing with the Employees of the Employer:

- a) Minimise disruption associated with Union consultation.
- b) Provide reasonable notice to line management prior to holding discussions with Employees. Reasonable notice shall mean notice that minimises disruption to any scheduled work program.
- c) Ensure management are aware of issues early to encourage speedy rectification.
- d) To understand and recognise the legitimate business obligations of Council while seeking the best possible arrangements for their members.

10.2.1.2 Union Delegates shall be afforded the following rights to:

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

10.3 Trade Union Training Leave

10.3.1.1 Upon written application by an Employee to an Employer such application being endorsed by the Union and giving to the Employer at least one month's notice, such

Employee shall be granted up to 10 working days' leave (non-cumulative) on ordinary pay in any two (2) calendar year period to attend courses and seminars conducted by the Union. Other courses mutually agreed between the Union and an Employer may be included.

- 10.3.1.2 For the purpose of clause 10.3.1.1, "ordinary pay" shall mean at the ordinary weekly rate paid to the Employee exclusive of any allowance for travelling time and fares or shift work.
- 10.3.1.3 The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.
- 10.3.1.4 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.
- 10.3.1.5 In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.
- 10.3.1.6 Leave granted to attend courses will not incur additional payment if such course coincided with the Employee's rostered day off in the 38 hour week working arrangement or with any other concessional leave.
- 10.3.1.7 Such paid leave will not affect other leave granted to Employees under this Agreement.

10.4 Right of Entry

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

10.5 Access to Union Officials

- 10.5.1.1 The Employer shall allow unrestricted access by its Employees during normal working hours to accredited officials of the Union parties to this Agreement, with prior approval from the General Manager or their nominee.

10.6 Deduction of Union Fees

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

10.7 Access and Facilities

- 10.7.1.1 The following facilities shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement:

- Reasonable access to facilities and administrative support/equipment such as word processing, photocopying, postal system internal mail, telephone, storage facilities and meeting rooms.
- Access to a room with normal office facilities shall be provided for representatives of the Parties to discuss matters associated with consultative forums established under this Agreement.

11 No Extra Claims

11.1 No Extra Claims

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

12 Appendix 1 - Appendices Redundancy/Retrenchment Provisions

12.1 Application

- 12.1.1.1 This Agreement shall operate in respect of all Employees of the Employer and whose positions have been declared redundant.
- 12.1.1.2 In the first year only of this Agreement, there shall be no forced redundancies.

12.2 Definitions

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

12.3 Objectives

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

12.4 Notice of Redundant Position

- 12.4.1.1 Notice of redundant position means the formal advice to the Employee that their position is to become redundant. Any Employees whose positions are to be made redundant and, if requested by the Employee, their Union's representative shall receive formal notification of impending redundancy as soon as possible.

12.5 Notice of Involuntary Retrenchment

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

12.6 Consultation with Relevant Unions

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

12.7 Exceptions

- 12.7.1.1 This Agreement shall not apply in any of the following circumstances:
- 12.7.1.2 Where an Employee terminates employment before the expiration of the period of notice without prior approval of the Employer, which approval shall not be unreasonably withheld; or
- 12.7.1.3 Where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or

- 12.7.1.4 Where an Employee's services are terminated by reason of neglect of duty or misconduct; or
- 12.7.1.5 Where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or where an Employee has not been engaged for a continuous period of at least 12 months.

12.8 Prevention and Settlement of Disputes and Grievances

- 12.8.1.1 Disputes or grievances arising from this Appendix shall be dealt with in accordance with clause 4.3 of the Prevention and Settlement of Disputes and Grievances in this Agreement.

12.9 Redundancy/Redeployment Process (Steps)

- 12.9.1.1 In the event of a redundancy, following consultation, the following steps shall be followed:
 - 1. Redeployment
 - 2. Voluntary Redundancy
 - 3. Job Swap
 - 4. Involuntary redundancy
- 12.9.1.2 Following the provision of full details of their entitlements in accordance with this Appendix, the Employee may mutually agree with the Employer that the steps can be varied.

12.10 Redeployment

- 12.10.1.1 The Employer shall endeavour to find suitable alternative employment with the Employer for all Employees. All such Employees shall be individually interviewed to determine what options may exist for their retraining by the Employer. The redeployment period shall be, at a minimum of 12 weeks which will commence when the Employee is notified of the decision in writing.
- 12.10.1.2 During the redeployment period the Employer and the displaced Employee must engage in activities that will maximise the opportunities for the displaced Employee to be placed in substantive employment.
- 12.10.1.3 The Employer will provide appropriate and reasonable retraining opportunities, provide each redeployee with a case Manager and ensure displaced Employees have reasonable access to job vacancy details. The Employer will consider the suitability of redeployees for vacancies prior to advertising all positions.
- 12.10.1.4 Retraining includes an analysis of an Employee's current skills, knowledge and abilities for the purpose of providing reasonable learning opportunities to enhance or alter the skills of an Employee to assist with the Employee's redeployment.

- 12.10.1.5 During the redeployment period displaced Employees may be transferred, redeployed or seconded to a vacancy without the position being advertised. If a displaced Employee applies for an advertised vacancy, the Employer will:
- a) consider the displaced Employee before other applicants;
 - b) assess the Employee's suitability for the position solely in relation to their capacity to meet the selection criteria and not on the basis of relative merit;
 - c) if the Employee is deemed suitable, appoint the Employee to the position and
 - d) provide feedback to the Employee upon request.
- 12.10.1.6 Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.
- 12.10.1.7 Employees who are transferred to other positions shall be eligible for redundancy benefits should it be found within three (3) months by either themselves or the Employer that the alternative position is unsatisfactory.
- 12.10.1.8 Should an Employee not accept a suitable redeployment position and opt to take their redundancy, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of becoming redundant.

12.11 Redundancy/Retrenchment

- 12.11.1.1 Upon a determination by the Employer that an Employee's position has become redundant and redeployment cannot be achieved, such Employee shall receive notice of involuntary retrenchment and be eligible to apply for Early Separation Incentive Payment (E.S.I.P) in accordance with clause 12.12.
- 12.11.1.2 Employees with the shortest length of service with the Employer, will be selected for involuntary redundancy in the first instance.
- 12.11.1.3 The CEO may, at their discretion, invite applications from Employees for voluntary retrenchment. Employees whose applications for voluntary retrenchment are accepted by the CEO shall be entitled to receive all eligible redundancy benefits at the point of termination.
- 12.11.1.4 Employees with the longest length of service with the Employer, will be selected for voluntary redundancy in the first instance.
- 12.11.1.5 Employees whose applications for voluntary retrenchment have been accepted are eligible to apply for E.S.I.P. in accordance with clause 12.12. Employees, who receive voluntary retrenchment, shall be given notice at least eight (8) weeks before their date of departure.
- 12.11.1.6 On termination, eligible Employees shall receive a Redundancy Payment at a rate appropriate to the completed years of service. This Redundancy Payment is to consist of three (3) weeks payment per year of continuous service in Queensland Local Government as well as a proportionate amount for an incomplete year of service. The

Employee must receive as a minimum an amount equal to the Employee's salary for four (4) weeks.

12.11.1.7 Eligible Employees are those for whom:

- suitable alternative employment cannot be found; or
- whose application for voluntary retrenchment under clause 12.11.1.2 has been accepted; and
- who have at least one (1) year of continuous service.

12.11.1.8 In addition to Redundancy Payment, an Employee who has completed one (1) year's continuous service shall be entitled on termination to a long service leave payment in accordance with this Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.

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

12.11.1.10 Each Employee whose position has been declared redundant shall be given a statement showing the calculation of an estimate of the Redundancy Payment at least 28 days before possible termination date.

12.11.1.11 The Employer shall meet either financial planning costs or additional training costs of up to \$500 for any Employee subject to retrenchment. A refund shall be given to the Employee upon presentation of the account or, with prior agreement, the account can be sent directly to the Employer for payment.

12.12 Early Separation Incentive Payment

12.12.1.1 The E.S.I.P. consists of eight (8) weeks incentive payment in addition to all other payments that comprise a redundancy package under the terms of this Agreement. This incentive payment shall be calculated at the ordinary rate of pay.

12.12.1.2 The E.S.I.P for voluntary and involuntary retrenchment is designed to enable Employees to elect to leave the service of the Employer, prior to the date of retrenchment, thereby waiving their entitlement to eight (8) weeks' notice.

12.12.1.3 To be eligible for an E.S.I.P, an Employee must have completed at least one (1) year of service.

12.12.1.4 Employees who express an interest in participating in the E.S.I.P scheme shall be required to submit an application within 28 calendar days of the Employer's notice of redundant position. This 28 day period shall run concurrently with the eight (8) week notice period. Any late applications for ESIP received after the 28 days' notice period shall reduce the eight (8) weeks ESIP proportionately by the amount of time (in whole days) that applications for ESIP are received after the 28 day time limit.

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

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

12.13 Job Swap

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

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

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

12.13.1.4 Where a Job Swap arrangement is agreed the redundancy package shall be limited as follows:

- a) Redundancy/Retrenchment payments will be equivalent to two (2) weeks' pay per year of service (and a proportionate amount for an incomplete year of service) with the Employer, and
- b) No Early Separation Incentive Payment shall be paid.

12.14 Relocation Expenses

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

13 Appendix 2 – Remuneration Classification Structure

The following table includes the annual increases of Year 1 – 3%, Year 2 and 3 – 3% or Consumer Price Index (CPI) whichever is greater and Year 4 – 2.5% or Consumer Price Index (CPI) whichever is greater, commencing from 1 July 2022 subject to this Agreement being certified by the QIRC.

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

* Please note that the rates listed below do not incorporate any allowances, annualised or otherwise.

** Decimals for annum figures have been rounded up/down accordingly.

*** The Building Trades and Engineering (C10 to C5) classification levels have been increased higher due to negotiations between the Parties to the Agreement.

Level	Current as at 30/06/2022		As at 1/07/2022 Plus 3%		As at 1/07/2023 Plus 3%		As at 1/07/2024 Plus 3%		As at 1/07/2025 Plus 2.5%	
	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
Operational Services										
StrB L2	\$1,104.82	\$57,450	\$1,137.96	\$59,174	\$1,172.10	\$60,949	\$1,207.27	\$62,777	\$1,237.45	\$64,347
StrB L3	\$1,122.62	\$58,376	\$1,156.30	\$60,127	\$1,190.99	\$61,931	\$1,226.72	\$63,789	\$1,257.39	\$65,384
StrB L4	\$1,140.57	\$59,309	\$1,174.79	\$61,088	\$1,210.03	\$62,921	\$1,246.33	\$64,809	\$1,277.49	\$66,429
StrB L5	\$1,161.81	\$60,414	\$1,196.66	\$62,226	\$1,232.56	\$64,093	\$1,269.54	\$66,016	\$1,301.28	\$67,666
StrB L6	\$1,199.04	\$62,350	\$1,235.01	\$64,220	\$1,272.06	\$66,147	\$1,310.22	\$68,131	\$1,342.98	\$69,834
StrB L7	\$1,237.01	\$64,324	\$1,274.12	\$66,254	\$1,312.34	\$68,241	\$1,351.71	\$70,289	\$1,385.51	\$72,046
StrB L8	\$1,273.76	\$66,235	\$1,311.97	\$68,222	\$1,351.33	\$70,269	\$1,391.87	\$72,377	\$1,426.67	\$74,186
StrB L9	\$1,313.34	\$68,293	\$1,352.74	\$70,342	\$1,393.32	\$72,452	\$1,435.12	\$74,626	\$1,471.00	\$76,492
Building Trades										
StrC BT 1	\$1,161.81	\$60,414	\$1,280.47	\$66,584	\$1,318.89	\$68,582	\$1,358.45	\$70,639	\$1,392.41	\$72,405
StrC BT 2	\$1,199.04	\$62,350	\$1,320.18	\$68,649	\$1,359.82	\$70,710	\$1,400.65	\$72,834	\$1,435.71	\$74,656
StrC BT 3	\$1,237.01	\$64,324	\$1,360.67	\$70,754	\$1,401.57	\$72,881	\$1,443.69	\$75,072	\$1,479.87	\$76,953
Engineering										
StrC C13	\$1,028.50	\$53,482	\$1,059.36	\$55,086	\$1,091.14	\$56,739	\$1,123.87	\$58,441	\$1,151.97	\$59,902
StrC C12	\$1,069.19	\$55,597	\$1,101.27	\$57,265	\$1,134.30	\$58,983	\$1,168.33	\$60,753	\$1,197.54	\$62,272
StrC C11	\$1,122.63	\$58,376	\$1,156.31	\$60,128	\$1,191.00	\$61,931	\$1,226.73	\$63,789	\$1,257.40	\$65,384
StrC C10	\$1,161.81	\$60,414	\$1,280.47	\$66,584	\$1,318.89	\$68,582	\$1,358.45	\$70,639	\$1,392.41	\$72,405
StrC C9	\$1,199.04	\$62,350	\$1,320.18	\$68,649	\$1,359.82	\$70,710	\$1,400.65	\$72,834	\$1,435.71	\$74,656
StrC C8	\$1,237.01	\$64,324	\$1,360.67	\$70,754	\$1,401.57	\$72,881	\$1,443.69	\$75,072	\$1,479.87	\$76,953
StrC C7	\$1,273.76	\$66,235	\$1,399.86	\$72,792	\$1,441.98	\$74,982	\$1,485.35	\$77,238	\$1,522.61	\$79,175
StrC C6	\$1,348.11	\$70,101	\$1,479.16	\$76,916	\$1,523.73	\$79,233	\$1,569.63	\$81,620	\$1,609.07	\$83,671
StrC C5	\$1,389.65	\$72,261	\$1,523.46	\$79,219	\$1,569.40	\$81,608	\$1,616.72	\$84,069	\$1,657.38	\$86,183

14 Appendix 3 – Multi-Skilled Allowance

14.1 Typical Duties by Similar Levels

14.1.1.1 As referenced in clause 9.18, the following tasks as prescribed in the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 Section 5 will form the basis for the criteria for the payment of the multi-skilled allowance, where relevant and applicable.

14.1.1.2 Level 1

- Basic labouring tasks;
- Basic operational or maintenance tasks associated with cemeteries, depots or swimming pools;
- Driving a rigid motor vehicle up to 4.5t GVM;
- Cleaning, caretaking, basic hospitality tasks related to serving of drinks and cooking.

14.1.1.3 Level 2

- Surveyors Chainperson Grade II;
- General gardening duties;
- General sewerage or water maintenance work;
- Assisting rubbish or sanitary vehicle drivers;
- Bitumen, asphalt, concrete work;
- Operation of a variety of hand held power tools or machinery (including motor mowers);
- Driving a rigid motor vehicle exceeding 4.5t GVM up to 11t GVM.

14.1.1.4 Level 3

- Surveyor's Chainperson Grade I;
- Supervision of refuse tip (tip master);
- Skilled gardening work (e.g. grafting, propagating);
- Driving a rigid motor vehicle exceeding 11t GVM up to 15t GVM;
- Store operations;
- Operation of small ride-on equipment or light mechanical plant;
- Operation of light mechanical plant including;
 - Ride-on mower/tractor with implements,
 - Motor vehicles with capacity exceeding 6.08t,
 - Pneumatic tyred tractor without powered attachments up to 70 KW,
 - Pneumatic tyred tractor with powered attachments up to 35 KW,
 - Crawler tractor without powered attachments up to 4,536 kgs,
 - Crawler tractor with powered attachments up to 2,721 kgs,
 - Powered vibrating road roller up to 4 tonne,
 - Pneumatic tyred powered road roller up to 8 tonne,
 - Steel wheeled powered road roller up to 8 tonne,

- Pile driving machine,
- Motor mower driver – cemeteries; and
- Pipelaying, concrete finishing, scaffolding.

14.1.1.5 Level 4

- General by-laws enforcement (with relevant experience);
- Grave digging;
- Beach inspector (second 6 months of experience);
- Operation of forklifts and hydraulic mobile platforms;
- Surveyor's Instrument Hand;
- Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) not exceeding 22.5t GCM;
- Driving an articulated vehicle (with 3 axles) not exceeding 24t GCM;
- Dogman;
- Rigger;
- Forklift Driver;
- Large Ride on mower exceeding 12 hp;
- Drivers of rigid motor vehicle exceeding 15 GVM;
- Skid steer loader exceeding 2000 cc.

14.1.1.6 Level 5

- Parking meter maintenance;
- Supervisory by-law enforcement activities;
- Qualified Cook;
- Assist in the operation of a Water Treatment Plant;
- Horticulturalist (trade qualified);
- Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) exceeding 22.5t GCM;
- Driving an articulated vehicle (with 3 axles) exceeding 24t GCM;
- Driving a low loader not exceeding 43t GCM;
- Earthmoving equipment serviceman;
- Operation of medium mechanical plant including;
 - Backhoe
 - Street sweeping machine,
 - Single unit grader up to 35 KW,
 - Scraper loader up to 10 cubic metre capacity,
 - Excavator up to .5 cubic metre capacity,
 - Front-end or overhead loader up to 2.25 cubic metre capacity,
 - Pneumatic tyred tractor without powered attachment over 70 KW,
 - Pneumatic tyred tractor with powered attachment 35 to 110 KW,
 - Crawler tractor without powered attachment over 4,535 kgs shipping weight,
 - Crawler tractor with powered attachment 2,721 to 18,143 kgs shipping weight,
 - Powered vibrating road roller over 4 tonne,

- Pneumatic tyred powered road roller over 8 tonne,
- Steel wheeled powered road roller over 8 tonne,
- Mobile crane up to 15 tonne.
- Formsetter
- Bridge carpenter

14.1.1.7 Level 6

- Operation of primary treatment plants;
- Co-ordination of by-laws, monitoring and enforcement operation;
- Driving a rigid motor vehicle (truck tractor) and heavy trailer(s) combination (trailer having loaded mass of 3.5t or more) exceeding 42.5t GCM;
- Driving an articulated or double articulated vehicle exceeding 42.5t GCM;
- Operation of heavy mechanical plant including;
 - Single unit grader over 35 KW,
 - Scraper loader over 10 cubic metre capacity,
 - Excavator over .5 cubic metres,
 - Front-end or overhead loader over 2.25 cubic metres,
 - Pneumatic tyred tractor with powered attachment over 110 KW,
 - Crawler tractor with powered attachment over 18,143 kgs shipping weight,
 - Mobile crane 15 to 100 tonne.
- Assist in the operation of a sewerage treatment plant
- Driving a low loader exceeding 43t GVM.

15 Appendix 4 – Team Leader/Leading Hand Matrix

15.1 The Team Leader/Leading Hand matrix

15.1.1.1 The matrix consists of numerous descriptors that have a percentage weighting attached to each descriptor.

15.1.1.2 The descriptors and their weightings are listed below;

Team Leader / Leading Hand Descriptor	Percentage Weighting
Average expenditure per day	25
Isolation – geographical and level of autonomy	5
Public relations responsibilities	5
Safety and environmental legislation responsibilities	15
Level of autonomy	10
Qualifications required for the position	5
Organisational risk	15
Compliance with Quality Assurance system	10
Total amount of Employees supervised	10

15.1.1.3 If an Employee believes their responsibilities have changed during the life of the Agreement they may submit a request for review.

16 Appendix 5 – Workforce Overtime Allocation Whole of Council Work Instruction

16.1 The Employer’s Project Resources Allocation Whole of Council Work Instruction.

16.1.1.1 Scope:

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

16.1.1.2 Purpose:

The purpose of this whole of Council work instruction is to:

- (a) Emphasis Council’s commitment to maximising Council’s workforce utilisation for work outside of standard ordinary hours; and
- (b) Provide direction and the process for assessing and allocating Council workforce resources for construction or maintenance work outside of standard ordinary hours.

16.1.1.3 Related Documents:

Anti-Discrimination Act 1991

Human Rights Act 2019

Industrial Relations Act 2016

Local Government Act 2009

Local Government Regulation 2012

Workers’ Compensation and Rehabilitation Act 2003

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

Code of Conduct

Fatigue Management Procedure – Workplace Health and Safety

Industrial Instruments

16.1.1.4 Definitions:

Casual Employee	Long term casuals are casual employees engaged on a regular and systemic basis for several periods of employment during at least one year. Short term casuals are casual employees engaged on an irregular basis.
CEO	Chief Executive Officer A person who holds an appointment under section 194 of the <i>Local Government Act 2009</i> . This includes a person acting in this position.

Council	Rockhampton Regional Council
Employee	Local government employee: (a) The CEO; or (b) A person holding an appointment under section 196 of the <i>Local Government Act 2009</i> .
Identified skills	Applicable licences and tickets required to undertake associated tasks prescribed at level in Appendix 3 of the relevant Certified Agreement.
Industrial Instruments	Council's Certified Agreements, relevant Awards and Contracts of Employment.
Overtime Availability Register	A paper pro forma placed on all noticeboards each week for employees to nominate their interest in participating in overtime opportunities commensurate to their qualifications, skill and licences.
Plant Resource Team	Includes Supervisor Plant Hire and Administration Officer – Plant Hire.
Resource Allocation Management Team	Includes Managers from Fitzroy River Water, Civil Operations, Parks, Community Assets and Facilities and RRWR.
Resource Allocation Team	Includes positions with a Corporate Band 3, 4 or 5 within Fitzroy River Water, Civil Operations, Parks, Community Assets and Facilities and RRWR undertaking construction and maintenance projects. Also includes the Administration Officer – Plant Hire. Positions are added and removed as required by the Resource Allocation Management Team.
Supervisor	A person in control of a workplace (for example Supervisor, leading hand or team leader).

16.1.1.5 Principles:

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

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

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

- (a) Learn and apply new skills and knowledge;
- (b) Adapt to new ways of working;
- (c) Participate in initiatives that enhance productivity; and

- (d) Continue the established custom and practice of mentoring employees in the day to day development of on the job skills and learning.

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

- a) The need to ensure the continuity of work teams;
- b) The need to ensure the continuity of works ;
- c) The management of employee fatigue and safety considerations; and
- d) The commitment to employee work-life balance.

16.1.1.6 Resources Needs Assessment:

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

- (a) Update of the forecast works and any resourcing requirements for the next month, with a firm indication of the next two weeks and a tentative for the remainder of the forecast month; and
- (b) Updated Overtime Availability Register of employees who are interested in and available for overtime work over the next month, including their dates of availability and identified skills.

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

16.1.1.7 Resources Allocation:

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

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

If an employee has nominated an interest to work on the Overtime Availability Register, they will be required to work within their section first or as otherwise required by the Resource Allocation Team dependent upon priorities of the organisation at the time.

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

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

Team will notify employees directly when they are required and provide relevant details.

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

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

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

16.1.1.8 Responsibilities:

Employees will be responsible for confirming their availability initially by placing their name on the Overtime Availability Register and by advising their sSupervisor. In the event overtime work is offered to an employee who had indicated they were available, and they decline, they will be transferred to the bottom of the Overtime Availability Register, to promote fairness and accountability.

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

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

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

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

16.1.1.9 Review Timelines:

This work instruction is reviewed when any of the following occur:

- (a) The related information is amended or replaced; or
- (b) Other circumstances as determined from time to time by the Manager Workforce and Governance.

17 Signatories to the Certified Agreement

Signed for and on behalf of the

ROCKHAMPTON REGIONAL COUNCIL

.....

E PARDON

CHIEF EXECUTIVE OFFICER

In the presence of

.....

TRAVIS PEGREM

Signed for and on behalf of the
AUTOMOTIVE, METALS, ENGINEERING,
PRINTING, AND KINDRED INDUSTRIES,
INDUSTRIAL UNION OF EMPLOYEES,
QUEENSLAND

.....

R WEBB
STATE SECRETARY

In the presence of

.....

MINAMI ROSE
4/10/2022

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

.....
S SCHINNERL
STATE SECRETARY

In the presence of

.....
BREANNA BEATTIE
4/10/2022

Signed for and on behalf of

THE CONSTRUCTION, FORESTRY, MINING
AND ENERGY, INDUSTRIAL UNION OF
EMPLOYEES, QUEENSLAND.

.....

M RAVBAR

STATE SECRETARY

In the presence of

.....

EMMA EAVES

Signed for and on behalf of the
THE ELECTRICAL TRADES UNION OF
EMPLOYEES QUEENSLAND

.....

P ONG
STATE SECRETARY

In the presence of

.....

KATHRYN BIGNELL

Signed for and on behalf of the
PLUMBERS AND GASFITTERS EMPLOYEES'
UNION QUEENSLAND, UNION OF EMPLOYEES

.....

G O'HALLORAN
STATE SECRETARY

In the presence of

.....

SHARI CHARRINGTON

5/10/2022

Signed for and on behalf of the
TRANSPORT WORKERS' UNION OF
EMPLOYEES, QUEENSLAND BRANCH.

.....

R OLSEN
STATE SECRETARY

In the presence of

.....

HELENA DALTON-BRIDGES