

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

South Burnett Regional Council

AND

Queensland Services, Industrial Union of Employees

AND

The Australian Workers' Union of Employees, Queensland

AND

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

(Matter No. CB/2023/67)

**SOUTH BURNETT REGIONAL COUNCIL CERTIFIED AGREEMENT –
OFFICERS 2023**

Certificate of Approval

On 28 July 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **SOUTH BURNETT REGIONAL COUNCIL CERTIFIED AGREEMENT – OFFICERS 2023**

Parties to the Agreement:

- South Burnett Regional Council;
- Queensland Services, Industrial Union of Employees;
- The Australian Workers' Union of Employees, Queensland; and
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

Operative Date: 28 July 2023

Nominal Expiry Date: 1 January 2025

Previous Agreement: *South Burnett Regional Council Certified Agreement – Officers 2020*

Termination Date of Previous Agreement: 28 July 2023

By the Commission

S.C. PIDGEON
Industrial Commissioner
28 July 2023



SOUTH BURNETT
REGIONAL COUNCIL

Certified Agreement – Officers 2023

TABLE OF CONTENTS

1.	TITLE	3
2.	DEFINITIONS.....	3
3.	PARTIES BOUND	3
4.	APPLICATION.....	3
5.	DATE AND PERIOD OF OPERATION	3
6.	RELATIONSHIP TO PARENT AWARDS.....	4
7.	AIM OF THE AGREEMENT.....	4
8.	EQUAL EMPLOYMENT OPPORTUNITY	4
9.	JOINT CONSULTATIVE COMMITTEE ('JCC').....	4
10.	SALARY AND WAGES.....	5
11.	SALARY SACRIFICE	5
12.	PART-TIME EMPLOYMENT	5
13.	DISPUTE RESOLUTION.....	5
14.	CONSULTATION	6
15.	WORKING HOURS AND SPAN OF HOURS	7
16.	AVAILABILITY	8
17.	UNIFORMS	9
18.	FLEXIBLE MEAL BREAK	10
19.	LEAVE.....	10
20.	REDUNDANCY	12
21.	SECURITY OF EMPLOYMENT.....	13
22.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	15
23.	LOCAL AREA WORK AGREEMENT (LAWA)	15
24.	MAJOR PROJECT AGREEMENT (MPA).....	15
25.	UNION ENCOURAGEMENT	16
26.	NO FURTHER CLAIMS.....	16

1. TITLE

This Agreement will be known as the South Burnett Regional Council Certified Agreement – Officers 2023.

2. DEFINITIONS

Award means the *Queensland Local Government Industry (Stream A) Award – State 2017*.

Council means South Burnett Regional Council.

Emergency Service Agency means the State Emergency Service, Volunteer Fire Brigade, Rural Fire Brigade or any other service agreed by the Chief Executive Officer to be an applicable emergency service.

Immediate Family or Household means:

- the employee's spouse; and
- a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.

Industrial Instrument has the same meaning as in the IR Act.

IR Act means the *Industrial Relations Act 2016* (Qld).

JCC means the Joint Consultative Committee established and constituted for the Council, Employees and Unions.

Senior Officer means CEO, General Managers and Directors and all appointed positions above Level 8 of the Award who are also considered as "Senior Officers" as defined by the Award.

Officers means those Employees whose employment is covered by the provisions of the *Queensland Local Government Industry (Stream A) Award – State 2017*.

Ordinary Rate of Pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments of a like nature.

WHS Act means the *Work Health and Safety Act 2011* (Qld).

QIRC means the Queensland Industrial Relations Commission.

3. PARTIES BOUND

The parties bound by this Agreement are South Burnett Regional Council and the following industrial organisations:

- Queensland Services, Industrial Union of Employees (QSU);
- The Australian Workers' Union of Employees, Queensland (AWU); and
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA).

4. APPLICATION

4.1. This Agreement shall apply to Council, all Council Employees covered by the Award, and the Unions named in clause 3 of this Agreement.

4.2. This Agreement applies to Employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement shall not apply to any Employee appointed to the position of a Senior Officer pursuant to a written contract of employment as per clause 4.2 of the Award.

5. DATE AND PERIOD OF OPERATION

5.1. This Agreement will operate from the date of certification and will have a nominal expiry date of 1 January 2025.

- 5.2. As far as reasonably practicable, the parties agree that negotiations will commence in relation to a new Agreement six (6) months prior to the nominal expiry date of this Agreement.

6. RELATIONSHIP TO PARENT AWARDS

6.1. This Agreement shall be read and applied in conjunction with the terms of the 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:

- Queensland Local Government Industry (Stream A) Award – State 2017; and
- Training Wage Award – State 2012.

7. AIM OF THE AGREEMENT

The parties to the agreement aim to:

- improve productivity and efficiency and provide a united SBRC workforce that has a strong focus on consistently delivering high levels of efficient service and customer satisfaction across all business functions in a consultative manner;
- conduct its business in a financially responsible and sustainable way with the ability to adapt to changing economic influences, community expectation, needs and service delivery methods in order to maintain long term viability;
- provide a working environment that encourages Employees to offer a consistent level of high quality service, professionalism, ownership and team spirit by recruiting, training and retaining an effective, flexible and self-motivated team of Employees; and
- ensure that a culture of work and family life balance, work safety and health, community values, responsibility, organisational stability and sustainability is promoted and achieved through sound management practices and Employee participation.

8. EQUAL EMPLOYMENT OPPORTUNITY

The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted during the life of this Agreement. This will include:

- reviewing position descriptions, prior to advertisement, to ensure non-bias / gender neutral language;
- inclusion of statements during recruitment that Council is an equal opportunity employer;
- ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
- ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attributes under the Anti-Discrimination Act 1991.

The Council is committed to equal remuneration for work of equal or comparable value.

9. JOINT CONSULTATIVE COMMITTEE ('JCC')

9.1. To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, a Joint Consultative Committee (JCC) will be established. This committee will be responsible for the role of coordinating workplace reform and ensuring effective communication between Management, Unions and Employees.

- 9.2.** It is agreed that the JCC will be the Committee through which genuine consultation and discussion regarding workplace reform or changes will occur between Council, Employees, and Unions. The JCC will meet at least every three (3) months or otherwise as agreed.
- 9.3.** The membership of the JCC will consist of three (3) Management representatives, one (1) Union representative from each Union that is party to this Agreement and two (2) Employee Union Delegate from each Union party to this Agreement.

10. SALARY AND WAGES

- 10.1.** Council agrees to pay the following:_____
- (a) 5% wage increase backdated to the 1st full pay period in January 2023;
 - (b) 5% wage increase effective on the first full pay period in January 2024.--
- 10.2.** Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of pay of the Award mentioned in clause 6 of this Agreement shall not apply to the wage rates and allowances set under this Agreement.
- 10.3.** Existing Employees who prior to the commencement of the South Burnett Regional Council Certified Agreement – Officers 2020 who were subject to Averaged or Annualised Payments arrangements (under clause 14 of the South Burnett Regional Certified Agreement Officers 2011), will be eligible to retain those arrangements unless otherwise agreed in writing with Council.

11. SALARY SACRIFICE

Council offers the option to the employee to Salary Sacrifice the compulsory 6% and any additional voluntary Superannuation contributions to any Superannuation Scheme of their choice, or for any other items allowed by the Australian Taxation Office ('ATO') and that do not attract Fringe Benefits Tax ('FBT'). Such arrangements will be facilitated using third party providers for employees. If FBT is attracted to the salary sacrifice item (e.g., novated lease of a motor vehicle), the FBT will be the responsibility of the employee.

Council reserves the right to withdraw the facility of salary sacrifice if a change in the laws means that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. The option to salary sacrifice is dependent upon evidence from the employee that they have obtained independent financial advice.

Each request would be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the employee would be required to continue with the agreement for a period of not less than twelve (12) months.

12. PART-TIME EMPLOYMENT

By mutual agreement, Council may require a part time Employee to work additional ordinary hours above the Employee's regular hours to meet operational demands and requirements.

Any additional ordinary hours worked in accordance with this clause ~~12.1~~, must be by mutual agreement and will not attract any overtime penalty rates, provided that the total number of ordinary hours worked by the part-time Employee does not exceed the equivalent of 36.25 hours a week, or 8.05 hours per day and is worked within the spread of ordinary hours.

For the avoidance of doubt, a part-time Employee who exceeds 36.25 hours per week or 8.05 hours per day, will be entitled to payment of overtime or to have that time banked as TOIL.

13. DISPUTE RESOLUTION

Effective communication between employees and Council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.

1. any employee or employees with a grievance or complaint regarding an industrial matter will

promptly raise the matter/s with their immediate supervisor who will endeavor to resolve the matter as soon as possible;

2. if the matter is not resolved at this level, the employee/s will discuss the matter/s with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant Union; and
3. should the grievance remain unresolved after fourteen (14) days, the matter should then be referred to the CEO and, if requested by the employee/s, an authorised officer of the relevant Union who will attempt to facilitate a resolution.

If after the above steps, the matter remains unresolved, the dispute may be referred by either the employee/s or Council to the QIRC for conciliation and if the matter remains unresolved, arbitration.

While the above procedure is being followed, to the extent it is safe to do so, the *status quo* is to be maintained, and every endeavor is to be applied to ensure that work continues normally until a resolution of the dispute is reached.

All parties agree to give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to prompt settlement of the matter.

The above procedures do not restrict the Council, or an employee, or an employee's representative (being an authorised officer of the relevant Union) from making representations to each other at any stage in this procedure or restrict the parties from agreeing to escalate any stage of this process which is not practicable.

14. CONSULTATION

Consultation - Introduction of changes - Employer's duty to notify

- 14.1.** Prior to Council's final decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council shall notify the Employees who may be affected by the proposed changes and, where relevant, their union/s.
- 14.2.** 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 diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- 14.3.** Where the Agreement makes provision for alteration of any of the matters referred to in clauses 14.1 and 14.2 an alteration shall be deemed not to have significant effect.

Council's duty to consult over change

- 14.4.** Council shall consult the Employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g., by finding alternate employment).
- 14.5.** The consultation must occur as soon as practicable prior to making the decision referred to in clause 14.1.
- 14.6.** For the purpose of such consultation Council shall provide in writing to the Employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees.
- 14.7.** Notwithstanding the provision of clause 14.6, Council shall not be required to disclose confidential information, the disclosure of which would be averse to Council's interests.

15 WORKING HOURS AND SPAN OF HOURS

15.1. Ordinary Working Hours

Employees shall work an average of 36.25 hours ordinary hours per week or 7.25 hours per day to be worked Monday to Friday (inclusive) between the hours of 5:00am and 8:00pm, except, where Council notifies an Employee that the Employee is to work their ordinary hours of duty in accordance with the Award.

By mutual agreement, ordinary hours of work may be worked on any five (5) in seven (7) days as per the Award provisions.

Supervisors who are required to work the same hours per week as the Employees they supervise, that being 38 hours, will be paid at the applicable ordinary rate for the hours worked in excess of 36.25 hours per week (that is, 1.75 hours per week). Overtime will be paid for hours worked in excess of 38 hours per week. For the purposes of calculating an hourly rate for overtime the divisor shall be 36.25. The methodology for working a 38 hour week contained in this clause will extend to soil testers. All foreman and soil testers will receive CWA allowance.

15.2 Nine (9) Day Fortnight

15.2.1 Employees covered by this Agreement will be entitled to work a nine (9) day fortnight roster. The nine (9) day fortnight will be at no additional cost to Council.

15.2.2 The nine (9) day fortnight roster can be a rolling roster that includes Mondays, Wednesdays or Fridays or other days as mutually agreed by the parties.

15.2.3 Managers and supervisors, in consultation with each other and with staff, will prepare a monthly roster for all staff that ensures business services are not interrupted.

15.2.4 Employees may bank up to a maximum of five (5) RDOs per year, however, banking any RDOs shall be subject to the prior approval of the relevant manager/supervisor.

15.2.5 Notwithstanding clause 15.2.4, Employees may accrue more than five (5) RDOs per year with the prior approval of the CEO.

15.2.6 All banked RDOs in excess of one (1) day will be available subject to:

- An Employee making a written request to be approved by the relevant manager/supervisor with at least one (1) week notice; and
- Before approving a request for utilising an RDO by an Employee, the relevant manager/supervisor must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly.

15.2.7 If an Employee has a scheduled RDO in place and is required to work on that scheduled RDO, Council may request the Employee to work on the RDO by giving the Employee two (2) days' notice.

15.2.8 If an Employee is requested to work on an RDO in accordance with clause 15.2.7, such RDO shall be re-allocated to a mutually agreeable day between the Employee and the relevant manager/supervisor without attracting penalty rates. If a mutually agreeable day cannot be reasonably found, the Employee shall be paid the appropriate penalty rates in accordance with the relevant overtime provisions in the Award.

15.3. Time Off In Lieu

15.3.1 Upon approval by Council, Employees requested to work overtime may elect to have that acquitted as Time Off in Lieu (TOIL) instead of payment for overtime.

15.3.2 TOIL shall be accrued and taken on a time for time basis.

15.3.3 Employees may bank up to an equivalent of five (5) days of TOIL. Such TOIL is to be taken at a mutually agreed time. If a mutually agreed time cannot be found, such time will be paid out be at the rate of time and one-half (150%).

15.3.4 An application for the utilisation of TOIL made under clause 15.3.3 will not be unreasonably refused.

15.3.5 Employees may make an application to the CEO for the cashing out of banked TOIL.

Applications for cashing out of TOIL will be capped at two (2) per calendar year and any TOIL cashed out under this clause will be paid at the rate of single time (100%).

16. AVAILABILITY

16.1. Availability/On Call

This allowance shall apply to any Employee who is required to be on call for emergency work outside ordinary working hours and is listed on the On Call Register.

16.2. On Call Register

Council operates an out-of-hours mobile phone service for emergency calls. Employees who are required by their position or who mutually agree to be on call outside the normal work hours shall be listed on a register maintained by Council.

16.3. Roster

Rosters shall be prepared from Employees listed on the register with Employees being advised at least one (1) month in advance of the requirement for the Employee to be on call for emergency work. Rosters will generally be on a weekly cycle.

16.4. Call Outs

Call outs should be for emergency calls and generally only activated by the mobile phone system, Managers, General Managers and Chief Executive Officer. A call out refers to an employee required to leave their place of residence to perform duties.

16.5. Role of On Call Employees

The role of the on-call Employee is to coordinate the response which may or may not require actual attendance to the site depending on the circumstances and the availability of other Council Employees.

16.6. Allowance

16.6.1 Employees required to be on call outside ordinary working hours shall be paid the following allowance:

- \$40.09 per night for weeknights (Monday to Friday);
- \$101.31 per day/night on weekends (Saturday and Sunday);
- \$189.97 per day/night on public holidays.

16.6.2 Employees who are on call and who are required to conduct emergency work without leaving their place of residence (via telephone or electronic device) shall be entitled to payment for such work conducted at the applicable overtime or penalty rate for actual time worked. Such time worked will be cumulative and no minimum payment will apply. The employee will bear the onus of proving such time worked before payment is approved.

16.7. Overtime/Penalty Rates

Employees on rostered standby, called out on emergency work, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- Monday to Friday (inclusive) – All overtime worked shall be paid for at the rate of time and one-half for the first three (3) hours worked and double time thereafter;
- Saturday – All overtime worked shall be paid for at the rate of double time;
- Sunday – All overtime worked shall be paid for at the rate of double time;
- Public Holiday – All overtime worked shall be paid for at the rate of double time and one-half. No additional time will be added to an Employee's annual leave for the public holiday on which the Employee is required to be on call.

Minimum payment for Call Outs – A minimum payment of one and a half (1.5) hour will apply. The minimum payment shall only apply to the first call out on any given day or night.

16.8. Recall

Where an Employee, who is not in receipt of the allowance paid in accordance with clause 16.6., is recalled to duty and leaves their premises to attend to an emergency, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- Monday to Friday (inclusive) – All overtime worked shall be paid for at the rate of time and one-half for the first three (3) hours worked and double time thereafter.
- Saturday – All overtime worked shall be paid for at the rate of double time.
- Sunday – All overtime worked shall be paid for at the rate of double time.
- Public Holiday – All overtime worked shall be paid for at the rate of double time and one-half. No additional time will be added to an Employee's annual leave for the public holiday on which the Employee is required to be on call.

Minimum payment for Call Outs – A minimum payment of four (4) hours will apply. The minimum payment shall only apply to the first call out on any given day or night.

16.9. Fatigue Break

Where an Employee, whether rostered on call or not, is required to work so much overtime between the termination of the Employee's ordinary work on one day and commencement of ordinary work on the next day and that Employee has not had at least ten (10) consecutive hours off duty between those times, the Employee shall, subject to this clause, be released after completion of such overtime until the Employee has accessed ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an Employee is instructed to resume or to continue work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time until the Employee is released from duty for such period, and the Employee shall be entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence. However, where the time worked is less than two (2) hours then it shall not be deemed as overtime for the purposes of this clause.

16.10. Transport

An Employee who is rostered on-call for a period of time (generally a week) will be eligible to have the use of a Council vehicle for work related purposes for that on call period.

16.11. Communication

Employees on call shall be provided with a mobile phone for business call purposes. Other Employees rostered on call must be fit for duty and contactable by telephone for their period of standby.

16.12. Emergency On-Call

Where an Employee not listed on the On Call Register but due to operational reasons is required to be on call, the on-call provisions shall apply to the Employee.

The recall to duty provisions stipulated in clause 16.8. shall not apply to an Employee who is required to be on call under this clause.

16.13. Call Out Logs

The call out Employee for each call out received will be required to record relevant details of that call and action taken. These details shall be recorded on a form provided by Council and shall be captured in Council's Electronic Document Records Management System.

17. UNIFORMS

Council will provide all permanent full time, part-time and casual Employees (choosing to wear a uniform in accordance with Council's Uniform Policy) with a uniform starter pack to the value of \$365

(Exclusive of GST) and thereafter an allowance of \$ 365 per annum (exclusive of GST) per Employee towards the corporate uniform inclusive of footwear. The allowance will be paid as a pro rata amount for part-time and casual Employees based upon the hours worked in the twelve (12) month period.

In the case of Employees who are required to attend work sites requiring specific work boots, they will be provided with an allowance of up to \$180 per annum (exclusive of GST) to purchase the required footwear e.g. Administration Employees attending cattle sales.

On leaving the employment of Council, any Council uniforms purchased or supplied by Council are to be returned to Council.

Uniforms are to be maintained and worn in a presentable way and laundered by the Employee (at the Employee's expense).

18. FLEXIBLE MEAL BREAK

In exceptional circumstances, and when it is mutually agreed between an Employee or group of Employees and their supervisor, the Employee or Employees may delay their meal break by up to a maximum of two (2) hours, without penalty. In such a case by mutual agreement between the Employee or Employees and the supervisor, one (1) of the following shall apply:

- Late lunch with no penalty rates; or
- Employee finishes work early by the equivalent amount of time.

At all times Employee safety will be paramount and working conditions will satisfy the *WHS Act* and *Heavy Vehicle (Fatigue Management) National Regulation*.

19. LEAVE

Leave entitlements under this clause are provided for in the Queensland Employment Standards (QES) in Chapter 2, Part 3 Divisions 5, 6, 7, 8, 9 and 11 of the IR Act. This clause supplements the QES and the relevant conditions stipulated by the Award.

19.1. Annual Leave

Employees, other than casuals, are entitled to accrue and access Annual Leave in accordance with the relevant terms of the Award.

Annual leave may be taken in single day absences only by mutual agreement between the Employee and Council. Such request may not be unreasonably refused.

Where an Employee has accrued an excessive amount of Annual Leave, being greater than two (2) years' 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.

Where an Employee accrues in excess of two (2) years' entitlements of Annual Leave Council may direct the Employee to take such excess leave on the provision of eight (8) weeks' notice.

19.2. Personal Leave

Personal leave (including sick leave and carer's leave) is in accordance with the provisions of the Award, save that:

- Employees, other than casuals, are entitled to the accrual of fifteen (15) days personal leave per annum from the commencement of their employment; and
- There is no restriction on the amount of sick leave, which can be accumulated by an Employee.

Personal Leave may be utilised for Carer's leave subject to the Employee being responsible for the

care of a member of their immediate family household.

The Employee shall, wherever practicable, give Council notice prior of the absence or the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of their absence, the Employee shall notify Council by telephone of such absence at the first opportunity on the day of absence.

19.3. Paid Parental Leave

An Employee, other than a casual, is entitled to take paid parental leave provided that:

- The Employee has completed at least 12 months continuous service with Council as at the date of birth or placement (i.e., adoption or surrogacy) of the child; and
- The paid parental leave is taken immediately before or after the birth or placement (i.e., adoption or surrogacy) of the child; and
- The Employee is the primary caregiver of the child.

An Employee who accesses paid parental leave shall be entitled to:

- Six (6) weeks paid parental leave, calculated at the Employee's ordinary rate of pay; or
- Twelve (12) weeks paid parental leave at half pay.

An Employee who is the secondary caregiver of a child, is entitled to two (2) weeks' paid partners leave, paid at the Employee's ordinary rate of pay, provided that:

- At the date of the birth or placement (i.e., adoption or surrogacy) of the child, the Employee has completed at least 12 months of continuous service with Council; and
- The paid partners leave is taken immediately before or after the birth or placement (i.e., adoption or surrogacy) of the child.

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

19.4. Bereavement Leave

An Employee, other than a casual, is entitled to up to three (3) days bereavement leave on each occasion and on production of satisfactory evidence (if required by Council) of the death of a member of the employee's immediate family or household.

An Employee is eligible to supplement any bereavement leave taken by up to two (2) days from other paid leave which the Employee has in their balance.

19.5. Emergency Service Leave

An Employee, other than a casual, who is a member of an emergency service agency, and who is required to be absent from work to assist or undertake emergency work with the emergency service, shall be entitled to a maximum of five (5) days of leave with pay equivalent to the Employee's ordinary rate of pay per calendar year. Any period of absence in excess of five (5) days shall be deducted from the Employee's TOIL or Annual Leave balances. This leave does not accumulate from year to year.

Emergency service leave cannot be accessed on weekends and public holidays and is subject to the prior approval of the Employee's Manager and to business and operational requirement.

Approval for emergency service leave shall not be unreasonably withheld.

Council has no responsibility for any expense incurred by the Employee, or for any loss or damage suffered by the Employee which occurs as a result of the Employee performing the emergency service, during the period of leave.

19.6. Long Service Leave

Employees covered by this Agreement shall be entitled to long service leave on full pay, subject to

and in accordance with the provisions of the Award and the Act. Long service leave may be taken on a pro-rata basis whilst in service on completion of seven (7) years continuous service with Council.

19.7. Domestic and Family Violence Leave

Employees, including casuals, personally experiencing domestic and family violence may access up to ten (10) business days per year of paid Domestic and Family Violence Leave for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.

This leave is non-cumulative and is non-transferable and may be taken in units of one (1) hour. Employees may also access Personal Leave or any other form of accrued leave balances for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.

Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare, accommodation or other matters.

While notice is not strictly required prior to taking the leave, an Employee should notify their supervisor, Chief Executive Officer or Manager of People and Culture as soon as reasonably practicable of their intention to take or remain on Domestic and Family Violence or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer. In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee for changes to their span of hours or pattern of hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing work arrangements.

An Employee experiencing domestic and family violence may raise the issue with their supervisor, the Chief Executive Officer or the Manager of People and Culture. The supervisor may seek advice from the Manager of People and Culture. All personal information concerning domestic and family violence will be kept confidential and only shared with Employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission. Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.

Council will identify a contact person who will be trained in domestic violence, discretion and privacy issues. The contact will be in possession of appropriate resources and referral information. Council will advertise the name of the contact within the workplace and provide the details at induction for new staff.

Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

20. REDUNDANCY

In addition to the period of notice prescribed by the Award for ordinary termination, an Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service (i.e., notification period plus up to a maximum of 52 weeks):

Period of continuous service	Severance Pay
Less than 1 year	2 weeks pay
At least 1 year but not more than 2 years	4 weeks pay
More than 2 years but not more than 3 years	6 weeks pay
More than 3 years but not more than 4 years	8 weeks pay
More than 4 years but not more than 5 years	10 weeks pay
More than 5 years but not more than 6 years	12 weeks pay
More than 6 years but not more than 7 years	14 weeks pay
More than 7 years but not more than 8 years	16 weeks pay
More than 8 years but not more than 9 years	18 weeks pay
More than 9 years and not more than 10 years	20 weeks pay
More than 10 years but not more than 11 years	22 weeks pay
More than 11 years but not more than 12 years	24 weeks pay
More than 12 years	2 weeks per year of service capped at 52 weeks' pay

21. SECURITY OF EMPLOYMENT

21.1. Income Maintenance

When an Employee becomes redeployed to a level lower than their previous classification level, Council agrees to maintain the Employee's income/salary/wage at the level applicable at the date of the redeployment for a period of no more than 24 months or until the Employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage at the date of redeployment.

Council agrees to apply the general wage increases only (excluding incremental increases) as provided for in this Agreement to the Employee's maintained income/salary/wage for a period of no more than 24 months from the date of redeployment.

Accrued entitlements are to be paid at the pre-income maintenance rate of pay for Employees who are redeployed to a lower classification level when leave is taken.

In the circumstance whereby an Employee is voluntarily redeployed to a position that is a lower classification level than their previous classification level, Council will also pay the Employee's accrued entitlements at the pre income maintenance rate of pay.

21.2. Transfers

Council agrees not to force any Employee to transfer for the duration of this Agreement. Provided, however, travel between:

- Kingaroy and Nanango; or
- Murgon and Wondai

shall not constitute a transfer.

Transfer can only occur when an Employee can reasonably travel to and from home on a daily basis to a new work location and this does not cause undue hardship to the Employee. (eg. financial, family and personal responsibilities).

21.3. Transfer Expenses

When an Employee is transferred in accordance with clause 21.2, Council agrees to pay travelling allowance in accordance with the Award.

For the purposes of this clause Council acknowledges that existing and new Employees are employed at a 'nominated base' office throughout the Council region.

21.4. Job Security

The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

The parties are committed to:

- maintaining a core permanent workforce where possible;
- career development and equal opportunity;
- using natural attrition and reallocation after consultation in preference to retrenchment or redundancy; and
- employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under the Award or this Agreement.

Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost-effective organisation and continued job security. Council will continue to manage its workforce in order to minimise the need for involuntary labour reduction in the future. Council will not, during the term of this Agreement, apply forced redundancies and will consider other viable alternatives to labour reduction when necessary, following the consultation process set in clause 14 of this Agreement.

21.5. Transition to Retirement

Council shall work with Employees to develop a retirement plan which supports a positive transition for both parties. Subject to operational requirements, an Employee and Council may enter into an agreement for the Employee to work on a phased retirement arrangement.

Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.

A phased retirement arrangement will involve the Employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. Council and the Employee will also identify agreed arrangements with respect to all accrued annual and long service leave.

Council will provide Employees who enter into a phased retirement agreement with an agreed retirement date of less than six (6) months with financial assistance to obtain financial advice from an approved financial adviser of up to \$500.

Council may give consideration to utilisation of Annual Leave and Long Service Leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of Council. Half pay leave arrangements will not be applied in such circumstances.

21.6. Abandonment of Employment

An Employee who has been absent from duty for seven (7) or more working days without Council's consent and does not establish, to the satisfaction of Council, a reasonable cause for the absence shall be deemed to have abandoned their employment.

Before an Employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee. Contact may be made in writing (letter or email), by telephone or via text.

Termination of employment for abandonment shall be effective from the date of the Employee's last attendance at work or the Employee's last day's absence without Council's consent.

22. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

To meet the needs of Council and an individual Employee, Council and an Employee may enter into an Individual Flexibility Arrangement (IFA) to vary the terms of this Agreement.

The following process will be followed:

- The Employee, the Employee's Employee organisation (if applicable) and Council will consult and agree on arrangements to be implemented;
- The arrangements must meet the operational requirements of Council; and
- Both parties agree to genuinely consider any reasonable agreement proposed.

The terms of an IFA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the Employee. An IFA must not, on balance, result in an overall reduction in the entitlements or protections the Employee has under this Agreement and are only about matters required or permitted to be in this Agreement.

23. LOCAL AREA WORK AGREEMENT (LAWA)

The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.

Where Council, relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:

- directly affected employees, relevant employee organisations that have coverage (if applicable) and Council will consult and agree on arrangements to be implemented.
- the arrangements must meet the operational requirements of Council;
- agreement shall be obtained from more than 70% of affected employees; and
- the parties agree to genuinely consider any reasonable agreement proposed.

Where established, LAWA's will be read in conjunction with the Award/s and this Agreement.

The terms of a LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees. A LAWA must not, on balance, result in an overall reduction in the entitlements or protections the relevant employees have under this Agreement.

In the event an affected employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA, Council will reasonably consider alternative arrangements for the employee. If agreement cannot be reached the employee can implement the Dispute Resolution process prescribed in clause 13.

24. MAJOR PROJECT AGREEMENT (MPA)

For major projects, the ordinary hours of work and span of ordinary hours shall be determined by mutual written agreement between Council and the Employee/s considering the needs of the project and to give flexibility for the workforce.

The following process will be followed:

1. Council will confer with relevant Employees to identify those Employees who are prepared to consider changing their ordinary hours of work and span of hours;
2. Directly affected Employees, relevant Employee organisations (if applicable) and Council will consult and agree on arrangements to be implemented;
3. The arrangements need to meet the operational requirements of Council;
4. Agreement needs to be obtained from more than 70% of affected Employees; and
5. All parties agree to genuinely consider any reasonable agreement proposed.

6. Where established, MPA's will be read in conjunction with the relevant awards and this Agreement.

The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and be signed by Council and the relevant Employees. An MPA must not, on balance, result in an overall reduction in the entitlements or protections the relevant Employees have under this Agreement.

In the event an affected Employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the MPA, Council will reasonably consider alternative arrangements for the Employee. If agreement cannot be reached the Employee can implement the Dispute Resolution process prescribed in clause 13.

25. UNION ENCOURAGEMENT

This Agreement recognises the Unions party to this Agreement and their Employee delegates as legitimate representatives of Employees covered by this Agreement.

25.1 Union Delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

Council shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

25.2. Trade Union Training Leave

Trade Union training leave may be accessed in accordance with the relevant Award provision/s.

25.3. Deduction of Union Fees

Upon a request in writing, Council shall provide a payroll deduction scheme for any Employee/s who wish to have their Union fees deducted from their payroll.

25.4. Union Introduction/Induction

The Union parties will be provided an opportunity to attend Corporate Induction to collectively discuss union membership with employees. A maximum of 30 minutes will be allocated for this purpose, generally at the beginning and following introductions of the Corporate Induction.

Invitation to attend Corporate Induction, specifically the time allocated for the union introduction/induction, will be sent to the Union parties with reasonable notice.

In exceptional circumstances, where the Union parties are unable to attend the Corporate Induction, an alternative date/time for the union induction will be agreed between the Union parties and the Manager People and Culture. Where this occurs, it is understood that this alternative induction time will be with the collective union parties, will not exceed the paid time of 30 minutes and employees will not be eligible to claim overtime. Any agreed alternative Union introduction/induction date/time will be communicated to employees by Council via Email.

Where a Union requires their delegate to attend the Corporate Induction, prior approval will be sought from the Manager People and Culture. A maximum of 1 delegate per Union will be approved.

26. NO FURTHER CLAIMS

It is agreed by the parties that for the life of this Agreement:

- The parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;
- This Agreement covers all matters or claims (from the combined unions) regarding the Employment of the Employees, which could otherwise be the subject of protected actions pursuant to IR Act; and
- Neither party to this Agreement, will engage in protected action pursuant to the IR Act, in relation to the performance of any work covered by the Agreement during the term of this Agreement.

SCHEDULE A – WAGES AND SALARY RATES

	Current @ December 2022	Base rate @ 1 st full pay period January 2023 5%		Base rate @ 1 st full pay period January 2024 5%	
	Fortnight	Fortnight		Fortnight	
L1/1	\$2,091.23	\$2,195.79		\$2,305.58	
L1/2	\$2,117.06	\$2,222.91		\$2,334.05	
L1/3	\$2,158.39	\$2,266.31		\$2,379.63	
L1/4	\$2,198.33	\$2,308.25		\$2,423.66	
L1/5	\$2,238.58	\$2,350.51		\$2,468.03	
L1/6	\$2,274.21	\$2,387.92		\$2,507.31	
L2/1	\$2,316.50	\$2,432.32		\$2,553.94	
L2/2	\$2,358.23	\$2,476.14		\$2,599.95	
L2/3	\$2,400.00	\$2,520.00		\$2,646.00	
L2/4	\$2,441.72	\$2,563.81		\$2,692.00	
L3/1	\$2,483.36	\$2,607.53		\$2,737.91	
L3/2	\$2,525.09	\$2,651.35		\$2,783.91	
L3/3	\$2,572.04	\$2,700.65		\$2,835.68	
L3/4	\$2,620.39	\$2,751.41		\$2,888.98	
L4/1	\$2,678.37	\$2,812.28		\$2,952.90	
L4/2	\$2,739.00	\$2,875.95		\$3,019.74	
L4/3	\$2,801.72	\$2,941.80		\$3,088.89	
L4/4	\$2,864.44	\$3,007.66		\$3,158.04	
L5/1	\$2,927.07	\$3,073.43		\$3,227.10	
L5/2	\$2,989.79	\$3,139.28		\$3,296.25	
L5/3	\$3,052.56	\$3,205.19		\$3,365.45	
L6/1	\$3,157.01	\$3,314.86		\$3,480.60	
L6/2	\$3,261.45	\$3,424.53		\$3,595.75	
L6/3	\$3,366.08	\$3,534.38		\$3,711.10	
L7/1	\$3,470.57	\$3,644.10		\$3,826.30	
L7/2	\$3,575.02	\$3,753.77		\$3,941.46	
L7/3	\$3,679.51	\$3,863.48		\$4,056.66	
L8/1	\$3,804.95	\$3,995.20		\$4,194.96	
L8/2	\$3,930.39	\$4,126.91		\$4,333.26	

L8/3	\$4,055.79		\$4,258.58		\$4,471.51
L8/4	\$4,173.44		\$4,382.11		\$4,601.21
L8/5	\$4,291.17		\$4,505.73		\$4,731.01

SIGNATORIES

Signed for and on behalf of the
SOUTH BURNETT REGIONAL COUNCIL

In the presence of

Mark Pitt
.....
M.J.P. PITT PSM
CHIEF EXECUTIVE OFFICER

Rebecca Humphrey
.....
R HUMPHREY
.....
Printed Name

7 July 2023
.....
Date

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

Neil Henderson
.....
N. HENDERSON
STATE SECRETARY

In the presence of

John Donaghy

.....
J. DONAGHY

.....
Printed Name

22 June 2023

.....
Date

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

In the presence of

Sean Kelly
.....
S. KELLY
DIRECTOR - QUEENSLAND

Inho Ju
.....
I. JU
.....
Printed Name

12 June 2023
.....
Date

THE AUSTRALIAN WORKERS' UNION OF
EMPLOYEES, QUEENSLAND

Stacy Schinnerl

.....
S. SCHINNERL
STATE SECRETARY

In the presence of

Breanna Beattie

.....
B. BEATTIE

.....
Printed Name

15 June 2023

.....
Date