

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Central Highlands Regional Council Certified Agreement 2021-2024

Matter No. B/2024/44

CASUAL LOADING GENERAL RULING 2024

Reprint of Certified Agreement

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Central Highlands Regional Council Certified Agreement 2021-2024* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Agreement contained herein is a true and correct copy of the *Central Highlands Regional Council Certified Agreement 2021-2024* as at 23 September 2024.

Name of agreement: *Central Highlands Regional Council Certified Agreement 2021-2024*

Operative date of the agreement reprint: 23 September 2024

Operative date of agreement: 23 September 2021

By the Registrar

M. SHELLEY

19 November 2024



Central Highlands
Regional Council

Certified Agreement

2021 - 2024

TABLE OF CONTENTS

<i>PREAMBLE</i>	6
<i>PART 1 – INTRODUCTION</i>	7
1.1 TITLE	7
1.2 DEFINITIONS	7
1.3 APPLICATION	7
1.4 RENEGOTIATION	7
1.5 PARTIES BOUND	8
1.6 RELATIONSHIP TO PARENT AWARDS	8
1.7 NO EXTRA CLAIMS	8
1.8 DATE AND PERIOD OF OPERATION	8
<i>PART 2 - POSITIVE EMPLOYMENT RELATIONS</i>	9
2.1 PURPOSE AND OBJECTIVES OF THE AGREEMENT	9
2.2 JOINT CONSULTATIVE COMMITTEE	9
2.2.1 <i>Development of Joint Consultative Committee (JCC)</i>	9
2.2.2 <i>JCC Facilities</i>	9
2.3 UNION RIGHT OF ENTRY	10
2.3.1 <i>Authorised Industrial officer</i>	10
2.3.2 <i>Entry procedure</i>	10
2.3.3 <i>Inspection of records</i>	10
2.3.4 <i>Discussions with employees</i>	10
2.3.5 <i>Conduct</i>	11
2.4 UNION ENCOURAGEMENT	11
2.4.1 <i>Preamble</i>	11
2.4.2 <i>Documentation to be provided by Council</i>	11
2.4.3 <i>Union delegates</i>	11
2.4.4 <i>Deduction of Union Fees</i>	11
2.5 DISPUTE SETTLEMENT/RESOLUTION	11
2.6 LEARNING AND DEVELOPMENT	13
2.6.1 <i>Agreement Training</i>	13
2.6.2 <i>Commitment to Learning and Development</i>	13
2.6.3 <i>Learning and Development Plans</i>	13
2.7 CLASSIFICATION AND RECLASSIFICATION	14
2.8 ANNUAL PERFORMANCE APPRAISALS	14
2.9 MENTAL HEALTH AND WELLBEING	14
<i>PART 3 - JOB SECURITY</i>	16
3.1 COMMITMENT TO JOB SECURITY	16

3.2	FILLING OF VACANT POSITIONS	16
3.3	CONTRACTING OUT	16
3.4	CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	17
3.4.1	<i>Council's duty to notify</i>	17
3.5	REDUNDANCIES AND REDEPLOYMENT	18
3.5.1	<i>Voluntary Redundancies</i>	18
3.5.2	<i>Redeployment</i>	18
3.5.3	<i>Involuntary Redundancies</i>	19
3.6	TRANSITION TO RETIREMENT ARRANGEMENTS	19
3.7	PROBATIONARY PERIOD	19
<i>PART 4 - TYPES OF EMPLOYMENT</i>		<i>21</i>
4.1	FULL TIME	21
4.2	PART TIME	21
4.3	CASUAL	23
4.3.1	<i>Casual Minimum Engagement</i>	23
4.3.2	<i>Conversion to Permanent Employment</i>	24
4.4	FIXED TERM TEMPORARY	25
<i>PART 5 - HOURS OF WORK</i>		<i>26</i>
5.1	FLEXIBLE WORKING ARRANGEMENTS	26
5.1.1	<i>Job Share Arrangements</i>	26
5.1.2	<i>Part-Time Work</i>	26
5.1.3	<i>Remote Working Arrangements</i>	26
5.1.4	<i>Local Area Work Agreement</i>	26
5.2	SPAN OF HOURS	27
5.3	ROSTERED DAYS OFF	27
5.3.1	<i>Nine day Fortnight</i>	27
5.3.2	<i>Nineteen Day Month</i>	27
5.4	Rostered Day Off (RDO) Scheduling	27
5.5	TIME OFF IN LIEU OF OVERTIME WORKED (TOIL)	28
<i>PART 6 - RATES OF PAY AND PAY RELATED MATTERS</i>		<i>29</i>
6.1	WAGE/SALARY INCREASE	29
6.1.1	<i>Salary/Wage Increase</i>	29
6.1.2	<i>Wage Schedule</i>	29
6.2	MIXED FUNCTIONS – Awards - (Stream B) and (Stream C)	29
6.2.1	<i>Minimum Hours</i>	29
6.2.2	<i>Training</i>	29
6.3	SUPERVISORS	29
6.4	TRAVEL TIME DEPOT TO JOB SITE	30
6.5	PAY RATES FOR JUNIORS	30

6.6	SALARY SACRIFICE/SALARY PACKAGING	30
6.6.1	<i>Salary Sacrifice</i>	30
6.6.2	<i>Salary Packaging</i>	30
6.6.3	<i>Summary</i>	30
6.7	PROGRESSION FROM LEVEL 1 TO LEVEL 2 – Award – (Stream A) EMPLOYEES	30
6.8	REGISTRATION FEES	31
6.9	COMMENCEMENT LEVELS – Award - (Stream B) EMPLOYEES	31
6.10	ALLOWANCES	31
6.10.1	<i>Adjustment</i>	31
6.10.2	<i>On Call Allowance</i>	31
6.10.3	<i>Call Out</i>	33
6.10.4	<i>Camp Allowance</i>	33
6.10.5	<i>Meal Allowance</i>	33
6.10.6	<i>Toilet Cleaning Allowance</i>	33
6.10.7	<i>Wet Weather</i>	33
6.10.8	<i>Live Sewer Work Allowance</i>	33
6.10.9	<i>Traffic Controllers</i>	34
6.10.10	<i>Tool Allowance</i>	34
6.10.11	<i>Workplace Health and Safety Representative Allowance</i>	34
6.10.12	<i>Asbestos Allowance</i>	34
6.10.13	<i>Leading Hand Allowance – Award (Stream B) and (Stream C)</i>	34
6.10.14	<i>Construction Grader Allowance</i>	34
6.10.15	<i>Synthetic Fluids and Oils Allowance</i>	34
6.10.16	<i>Handling of Dead Animals Allowance</i>	35
6.11	COMMENCEMENT LEVELS – Award - (Stream C) APPRENTICES	35
PART 7 - LEAVE ENTITLEMENTS		36
7.1	SICK LEAVE	36
7.2	CARER'S LEAVE	36
7.3	PAYOUT OF PERSONAL LEAVE ON TERMINATION OF EMPLOYMENT	36
7.4	ABSENTEEISM MANAGEMENT PROCEDURE	37
7.5	PARENTAL LEAVE	38
7.5.1	<i>Definition</i>	38
7.5.2	<i>Paid Birth Related Leave</i>	38
7.5.3	<i>Adoption Leave</i>	38
7.5.4	<i>Return to part time work after Parental Leave</i>	38
7.6	BEREAVEMENT LEAVE	39
7.7	ANNUAL LEAVE	39
7.8	LONG SERVICE LEAVE	39
7.8.1	<i>Accrual</i>	39
7.8.3	<i>Long Service Payment Options</i>	40
7.9	WORKERS COMPENSATION TOP UP FROM SICK LEAVE	40
7.10	PUBLIC HOLIDAY	40
7.11	TRADE UNION TRAINING LEAVE	40
7.12	DOMESTIC AND FAMILY VIOLENCE LEAVE	40

7.13	NATURAL DISASTER LEAVE	40
7.14	SPECIAL GLOBAL PANDEMIC LEAVE	41
	<i>SIGNATORIES</i>	42
	<i>SCHEDULE ONE – WAGE PROVISIONS</i>	47

PREAMBLE

The Certified Agreement is a strategic document that supports council's delivery of its corporate and operational plans.

Through this Agreement, the development of strong cooperative and collaborative relationships between Council, its employees and the Unions bound by this Agreement are critical to the implementation and monitoring of this Agreement. These relationships shall be characterised by openness, transparency and a commitment to effective ongoing engagement.

This Agreement establishes a new focus, aimed at providing a stronger service-wide context for enterprise bargaining and pay outcomes. With this in mind, the objectives of this Agreement are to:

- a) Provide a fair and equitable pay outcome
- b) Provide fair and equitable entitlements and consistency in conditions across the Central Highlands Regional Council
- c) Foster relationships between the parties to this Agreement that are based on mutual respect, trust and preparedness to consider alternative viewpoints
- d) Promote a balance between work and personal commitments
- e) Provide a safe and healthy workplace; and
- f) Provide rewarding jobs and ensure that all employees are appropriately valued and rewarded.

Through this Agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working.

PART 1 – INTRODUCTION

1.1 TITLE

This Agreement shall be known as the Central Highlands Regional Council Certified Agreement 2021 - 2024 and shall be made in the Queensland Industrial Relational Commission.

1.2 DEFINITIONS

- a) *Act* unless otherwise defined in this Agreement shall mean the *Industrial Relations Act 2016 (Qld)*
- b) *Award/s* - The Awards set out in Clause 1.6
- c) *Council* - Central Highlands Regional Council
- d) *Consultation* - shall mean where the Parties to this Agreement meet to discuss matters of mutual interest through an open communication process and an exchange of ideas and information
- e) *CEO* - shall mean Chief Executive Officer
- f) *Productivity* - Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness
- g) *QIRC* - shall mean Queensland Industrial Relations Commission
- h) *Union* - The Unions listed as party to this Agreement.
- i) *GM* – shall mean General Manager

1.3 APPLICATION

This Agreement applies to all employees of Central Highlands Regional Council who are covered by the Awards listed in this Agreement. However, this Agreement shall not apply to any employee appointed as a senior officer pursuant to a written contract of employment, where:

- a) The contract states that the Agreement shall not apply to the terms and conditions applicable to the employee; and
- b) The terms and conditions of the employment contract do not result, on balance, in a reduction of the overall terms and conditions of employment applicable to the employee under this Agreement, and do not displace and are not otherwise inconsistent with the Queensland Employment Standards.

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

1.4 RENEGOTIATION

The parties undertake to commence preparations for renegotiation of this Agreement not later than six (6) months prior to the expiry date.

The parties to this agreement will remain open to exploring the structure and scope of this agreement to ensure positive outcomes for all employees covered by the agreement.

Council will commence discussions in relation to retaining the current format or moving to separate agreements prescribed in line with the Queensland Local Government Industry Awards with all parties no later than six (6) months before the expiry of this agreement.

1.5 *PARTIES BOUND*

The parties to this Agreement are Central Highlands Regional Council ABN 79 198 223 277 and its employees and the following Unions:

- a) The Australian Workers' Union of Employees, Queensland (AWU) ABN 54 942 536 069
- b) Queensland Services, Industrial Union of Employees (QSU) ABN 13 540 483 194
- c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU) ABN 73 089 711 903
- d) The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU) ABN 59 459 725 116.

1.6 *RELATIONSHIP TO PARENT AWARDS*

This Agreement shall be read and interpreted wholly in conjunction with the awards listed below, provided that where there is any inconsistency between this Agreement and the awards listed below this Agreement shall take precedence to the extent of the inconsistency. Further, where this Agreement is silent, the provisions of the following awards shall apply:

- a) Queensland Local Government Industry (Stream A) Award – State 2017
- b) Queensland Local Government Industry (Stream B) Award – State 2017
- c) Queensland Local Government Industry (Stream C) Award – State 2017
- d) Training Wage Award – State 2012.

1.7 *NO EXTRA CLAIMS*

The Agreement contains the agreed major change strategies to be pursued in the life of this Agreement. It is agreed that there shall be no extra claims by the parties in the life of this Agreement beyond those negotiated, except where consistent with a wage case decision or any other decision of the QIRC which overrides this Agreement.

1.8 *DATE AND PERIOD OF OPERATION*

This Agreement shall have effect from the first full pay period in 2021/2022 financial year and shall continue to have effect until the nominal expiry date of 30 June 2024. The Agreement shall continue to have full effect following the nominal expiry date until it is varied.

PART 2 - POSITIVE EMPLOYMENT RELATIONS

2.1 PURPOSE AND OBJECTIVES OF THE AGREEMENT

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly, it assists Council and its employees to maximize efficiency and effectiveness. This process shall include the following elements:

- a) Provide flexible work arrangements to facilitate improved efficiency, productivity and quality of employment and align rewards and recognition with continuous improvements
- b) Commitment to continuous improvement in work practices to ensure the provision of quality services to the community and the Council's customers
- c) Promote a harmonious and productive work environment through ongoing collaboration, consultation and engagement
- d) Commitment to maintaining a healthy and safe work environment
- e) Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce
- f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programs in order that employees can achieve these objectives
- g) The parties shall be committed to and cooperate with the terms of this Agreement to ensure its ongoing success
- h) The Council shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy.

2.2 JOINT CONSULTATIVE COMMITTEE

2.2.1 Development of Joint Consultative Committee (JCC)

In order to facilitate ongoing harmonious industrial relations the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of the delegates and the Union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.

The group shall meet on an as needs basis but not less than four times per year to consider all industrial relations matters including, but not limited to:

- a) Workplace issues that have the potential to impact employees, including work units, departments 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) Identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to increased job satisfaction; and
- e) Any other matter raised by Union or management which impacts on the workforce.

The JCC shall, after the certification of this Agreement, be formed initially from the Enterprise Bargaining Team.

2.2.2 JCC Facilities

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 Council 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.

2.3 UNION RIGHT OF ENTRY

2.3.1 Authorised Industrial officer

- a) An “authorised industrial officer” is any Union official holding a current authority issued by the Industrial Registrar
- b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

2.3.2 Entry procedure

- a) An authorised industrial officer may enter a workplace at which Council carries on a calling of the officer’s organisation, during Council’s business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - i. has notified Council or the Council’s representative of the officer’s presence; and
 - ii. produces their authorisation, if required by Council or Council’s representative.
- b) Clause 2.3.2 a) does not apply if on entering the workplace, the officer discovers that neither Council nor Council’s representative having charge of the workplace is present
- c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry
- d) If the authorised industrial officer does not comply with a condition of clause 2.3.2 a) the authorised industrial officer may be treated as a trespasser.

2.3.3 Inspection of records

- a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under Part 1, Division 5, Subdivision 2 section 339 of the Act
- b) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - i. is ineligible to become a member of the authorised industrial officer’s union; or
 - ii. has made a written request to Council that they do not want their record inspected
- c) The authorised industrial officer may make a copy of the record but cannot require any help from the employer
- d) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to Council or prospective employer that the record not be available for inspection by an authorised industrial officer.

2.3.4 Discussions with employees

An authorised industrial officer is entitled to discuss with Council, or a member or employee eligible to become a member of the Union under Chapter 9, Part 1, Division 5, Subdivision 2, section 352 of the Act:

- a) Matters under the Act during working or non-working time; and
- b) Any other matter with a member or employee eligible to become a member of the Union, during non-working time.

2.3.5 *Conduct*

As per Chapter 9, Part 1, Division 5, Subdivision 2, section 353 of the Act

- a) Council must not obstruct the authorised industrial officer exercising their right of entry powers
- b) An authorised industrial officer must not willfully obstruct Council, or an employee during the employee's working time.

2.4 *UNION ENCOURAGEMENT*

2.4.1 *Preamble*

This clause gives effect to the Union Encouragement provisions in the relevant Awards in their entirety. Consistent with Council's position on Union Encouragement, employees are encouraged to join and maintain financial membership of the relevant Union.

Council will provide an enclosed notice board at office and depot locations. Identified locations being Duaringa, Blackwater, Emerald, Capella and Springsure. Other locations to be via agreement.

2.4.2 *Documentation to be provided by Council*

- a) Council recognise the right of, and encourage, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual
- b) At the point of engagement, Council shall provide employees with a document outlining Council's position on Union encouragement, a copy of which is to be kept on the premises of Council and is readily available to employees. The document provided by Council shall also identify the existence of a Union encouragement clause in this Agreement, and the contact details of workplace Union Delegates
- c) Union representative/s will be provided with the opportunity to discuss union membership with both new and existing employees.

2.4.3 *Union delegates*

- a) Union delegates have a role to play within a workplace and their participation and accreditation is encouraged
- b) Council shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

2.4.4 *Deduction of Union Fees*

Council 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.

2.5 *DISPUTE SETTLEMENT/RESOLUTION*

Prevention and settlement of employee grievances and disputes – (any workplace matter).

- a) The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace
- b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work
- c) The following procedure applies to all industrial matters within the meaning of the Act:
 - I. Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance or dispute. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1, or be represented by such employee's representative during the course of Stage 2. If the grievance is with the immediate supervisor, the employee shall inform their supervisor's supervisor.
 - II. Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
 - III. Stage 3: If the grievance is still unresolved, the aggrieved employee may submit the matter in writing to the General Manager if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- d) Council shall ensure that:
 - I. the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - II. the grievance shall be investigated in a thorough, fair and impartial manner.
- e) Council may appoint another person to investigate the grievance or dispute. Council may consult with the employee representative in appointing an investigator. The appointed person shall be any person other than the employee's supervisor or manager
- f) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance
- g) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:-
 - i. Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond seven (7) days
 - ii. Stage 2: Discussions should take place between the employee and such employee's Manager within 48 hours and the procedure shall not extend beyond seven (7) days
 - iii. Stage 3: Not to exceed fourteen (14) days.

- h) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee, the union or Council
- i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3
- j) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.6 LEARNING AND DEVELOPMENT

2.6.1 Agreement Training

To ensure that management, supervisory staff and other relevant employees understand the intent and application of this Agreement, an education program relating to this Agreement and the parent Awards shall be facilitated through training of the Executive Leadership Team / Management Team / Human Resources/ Payroll / JCC and toolbox talks as appropriate following this Agreement being certified by the QIRC.

2.6.2 Commitment to Learning and Development

- a) The parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of the Council, a strong and sustained commitment to training and skill development is required on both an individual and whole of organisation basis
- b) 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 through a mutually agreed Individual Development Plan
- c) The Individual Development Plan shall consist of a set of prioritised learning opportunities which should be reviewed annually and shall be based upon the following:
 - individual employee's desired career path
 - the current and future skill requirements of the Council
 - the size, structure and nature of the long term strategic operational plans of the Council
 - the need to develop vocational skills relevant to the Council's long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers.
- d) Individual Development Plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve individual development prospects, with a view to providing the Council with a highly skilled workforce with the necessary skills to meet the future service and operational requirements
- e) A report on organisational learning and development will form part of the standard agenda for the JCC.

2.6.3 Learning and Development Plans

- a) Employee individual development opportunities, where applicable, will be through access to appropriate training programs. The programs where available and appropriate shall be based on nationally accredited competencies and curriculum
- b) Training and skill development will generally be carried out in normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. Any Council organised training outside normal working hours shall have regard to employees' family responsibilities

- c) Where Council requests an employee (including casual employees) to attend a training course outside of normal working hours the employee may elect TOIL or the overtime rates. Employees will be provided transport from their usual starting location, to attend training unless otherwise agreed between Council and the employee; and
- d) Trainees and apprentices who are required to attend compulsory training courses will be provided with reasonable transport and/or accommodation assistance as approved by the GM.

2.7 *CLASSIFICATION AND RECLASSIFICATION*

- a) Classification and reclassification provisions shall be applied to employees as per the full provisions of the relevant parent award/s outlined in clause 1.6
- b) Following discussions with the relevant Supervisor, applications must be forwarded to People and Culture in the first instance. The employee will receive written notification, via email, that their application has been received
- c) The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the employee shall be back paid to the date the application is made
- d) The reclassification procedure will be in accordance with Council Procedure – Position or Organisational Redesign; and
- e) Where Council proposes reclassification or redesign of a position description, the employee shall be consulted in accordance with Clause 3.4 of this Agreement.

2.8 *ANNUAL PERFORMANCE APPRAISALS*

The parties agree that a highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity. As a key part of Annual Appraisals, Council will work with the employee to:

- a) Reassess the accuracy and relevancy of their Position Description and classification to the current required responsibilities, duties and tasks associated with the role
- b) Identify an Individual Development Plan and opportunities to expand an employee's skills and experience

2.9 *MENTAL HEALTH AND WELLBEING*

Council recognises that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:

- a) Establishing a mental health and well-being guideline, and
- b) Foster communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support, and
- c) Providing assistance and support to employees, including access to EAP and access to awareness training, and
- d) Information will be made available to employees about service providers who may be able to offer additional support.

Council recognises the importance of proactive initiatives which support employees who may be suffering from mental health issues. To assist the facilitation of such initiatives Council, in consultation with the parties to this Agreement, will partner with industry support groups to ensure tailored and effective programs are adopted to support employees affected by mental health issues.

PART 3 - JOB SECURITY

3.1 COMMITMENT TO JOB SECURITY

Council is committed to maintaining a permanent workforce. The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

The parties are committed to continually improving the job security of employees by:

- a) Training, up skilling and educating employees and providing retraining where appropriate
- b) Career development and equal opportunity
- c) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and effective organisation
- d) Council shall maintain a presence across each of the townships in the Central Highlands Region.

3.2 FILLING OF VACANT POSITIONS

Council will communicate with relevant employees as to whether or not vacant positions will be replaced within a 21 day timeframe from notification of resignation.

Where a decision is made to replace the vacancy, Council shall commence advertising within aforementioned 21 days.

Vacancies shall be communicated to all work locations, at least seven (7) working days before the closing date for applications.

The recruitment process will be completed as soon as practicable, and the parties expect this to take no longer than 10 weeks from advertising date to letter of offer being issued. Where there is an issue that can legitimately extend the time to fill or to commence advertising, Council will communicate to the relevant Employees and relevant Union/s. Outcomes and performance in regards to this process will be reported to the JCC on a quarterly basis.

Council may utilise applications obtained via expressions of interest internally, in lieu of external advertising and/or where a position has been vacant for an extended period of time.

Where an employee is unsuccessful in completing their probation period, the recruitment process undertaken to fill the vacancy remains current and Council will refer to the initial applicant pool in the first instance.

All positions must have a position description. All positions shall be classified in accordance with the level definitions provided for in the relevant Award, unless specified otherwise in this Agreement.

Council shall call positions simultaneously by advertising internally and externally. Selection shall be made based on merit in all cases. Council will provide favourable weighting regarding internal applicants through the recruitment process. Consideration will be given to internal applicants that are currently undertaking suitable training to fulfil the mandatory requirements of the role.

3.3 CONTRACTING OUT

It is a clear position of Council to utilise and promote the use of its permanent employees for the undertaking of Council works, services and operations. During the life of this Agreement, Council shall take all reasonable steps to limit contracting out or leasing of any works, services and/or operations currently performed and/or be expected to be performed by its employees.

Council does however reserve the right to contract out and or lease current works, services and operations in the following circumstances:

- a) In the event of critical shortages of appropriately skilled, qualified and experienced staff
- b) The lack of available infrastructure capital, plant, equipment and the cost of providing technology
- c) Extraordinary and unforeseen circumstances as determined by Government and/or Council from time to time
- d) That it is in the public interest that such services should be contracted out
- e) Where the Council's own workforce and plant has been utilised and optimized, wherever practicable.

Management reserves its right to allocate resources, works and services. Where Council seeks to contract out any council works and services provided by "in house" permanent council Employees or where the work will be a continual requirement for council to perform in accordance with the above criteria, the relevant Unions will be consulted as early as possible.

3.4 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

3.4.1 Council's duty to notify

- a) Before Council decides 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;
- b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council'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
- c) Where the Award makes provision for alteration of any of the matters referred to in clauses 3.4.1 (a) and (b) an alteration shall be deemed not to have significant effect
- d) Council will give genuine consideration and shall provide feedback in writing on any relevant matters raised by the employees and/or the relevant Unions in relation to the change.

3.4.2 Employer's duty to consult over change

- a) 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, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment)
- b) The consultation must occur as soon as practicable before making the decision referred to in clause 3.4
- c) 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, proposed changes to the structure, proposed new positions and any other matters likely to affect employees

- d) Notwithstanding the provision of clause 3.3(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

3.4.3 Consultation – Policies

- a) In making decisions that have an impact on employees, whether in relation to matters covered by this agreement or in relation to broader employment matters, the parties to this agreement are committed to engaging with each other
- b) Where changes are required to Council policy and such changes directly affect the terms and conditions of employees covered by this agreement Council commits to undertaking consultation in relation to policy changes prior to the policy being adopted.

3.5 REDUNDANCIES AND REDEPLOYMENT

Where following the consultation process with affected employees and their representatives outlined in clause 3.4 and Council has decided that changes and/or redundancies are still required Council shall:

3.5.1 Voluntary Redundancies

- a) Initially offer voluntary redundancies in the affected group of employees
- b) In doing this, Council shall look for an expression of interest from relevant personnel within the affected group of employees in accepting a voluntary redundancy
- c) Provided that on business grounds Council shall maintain the right to refuse to provide a voluntary redundancy to employees within the relevant classifications who have expressed their interest in accepting a redundancy.

3.5.2 Redeployment

Step 1. The effect of the redeployment process is that an employee whose position has been made redundant may have the opportunity to maintain their employment with Council.

Where redeployment becomes available, as and where required the redeployed employee shall receive the necessary training in the new role. Where an employee volunteers to accept a redundancy and Council agrees to such voluntary redundancy, the employee shall receive the same entitlements as that stated in clause 3.5.3 (a) and (b) of this Agreement.

Step 2. Should there be insufficient employees from within a certain group of employees lodging an expression of interest in a voluntary redundancy, Council shall open the expression of interest in a voluntary redundancy to other appropriate employees. Provided that on business grounds Council shall maintain the right to refuse to provide a voluntary redundancy to employees who express their interests in accepting one, on business grounds.

Where a voluntary redundancy is agreed, Council may offer to redeploy another employee, whose role has been identified as redundant, to the role of the employee who has chosen voluntary redundancy, where the employee has the relevant skills and qualification to undertake that work. Where redeployment becomes available, as and where required the redeployed employee shall receive the necessary training in the new role.

3.5.3 *Involuntary Redundancies*

Where there are insufficient expressions of interest in voluntary redundancies and Council has determined that the identified positions are to be made redundant, employees whose roles are being made redundant shall be entitled to severance pay calculated as follows:

- a) At the rates set out by the Queensland Employment Standards for employees who have completed between at least one year but not more than four years of continuous service
- b) If an employee has completed four years of service they are entitled to redundancy pay at the rate of two (2) weeks' pay for each complete year of continuous service with Council, plus a pro-rata amount for an incomplete year (whole months only taken into account). Severance payments are subject to a maximum payment of 60 weeks.

3.6 *TRANSITION TO RETIREMENT ARRANGEMENTS*

Transition to retirement arrangements will 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 Council and employee.

Any such arrangements between Council and employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):

- a) Weeks to be worked over the period
- b) Minimum ordinary hours per week
- c) Days on which the work is to be performed including the daily starting and finishing times; and/or
- d) Duty statement for the period.

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

All leave entitlement balances accrued immediately prior to the approved transition to retirement arrangement shall be maintained without reduction, except where the employee utilised approved leave. On commencement of the arrangement, all leave shall accrue in accordance with the relevant hours of work clauses within this Agreement and/or relevant Award.

3.7 *PROBATIONARY PERIOD*

All employees are subject to a probationary period for the first three (3) months from commencement of their employment.

If an employee's suitability or demonstrated ability to perform the role has not been established by the end of the ordinary probation period, Council and the employee may mutually agree to extend the period of probation a further period of up to three months. Such agreement must:

- a) Be agreed in writing; and
- b) Clearly establish the required expectations to be met by the end of the extended probation period; and
- c) Identify an individual development plan which will be committed to by the employer and employee to ensure the best opportunity to successfully complete the extended probation period.

Council may terminate the employment of an employee who is on probation at any time during the probationary period on the basis of fitness for duty, or performance.

Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

PART 4 - TYPES OF EMPLOYMENT

4.1 FULL TIME

The Award- Stream A, Division 2, Section 1, provides for a full-time employee is one who is engaged to work an average of 36.25 ordinary hours per week.

The Award – Stream B, Division 2, Section 5 provides for a full-time operational services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of the Award.

The Award – Stream C, Division 2, Section 1, provides for a full-time building trades employee is one who is engaged to work an average of 38 ordinary hours per week.

The Award – Stream C, Division 2, Section 2, provides for a full-time engineering or electrical/electronics services employee is one who is engaged to work an average of 38 ordinary hours per week.

4.2 PART TIME

The Award – Stream A, Division 2, Section 1, provides for:

- a) a part-time employee is an employee who:
 - i. is engaged to work a regular pattern of ordinary hours each week or fortnight that are less than the ordinary hours worked by an equivalent full-time employee; and
 - ii. receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work
- b) for each ordinary hour worked a part-time employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification
- c) by mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements

Any such additional hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate
- ii. shift workers - to be paid for at the ordinary hourly rate plus the applicable shift allowance.
- d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.1 of the Award, shall be paid at the appropriate overtime rate.

The Award – Stream B, Division 2, Section 5 provides for:

- a) A part-time operational services employee is an employee who:
 - i. is employed on predetermined days of the week for a regular number of hours; and
 - ii. is engaged to work for more than 10 hours but not more than 38 ordinary hours per week; and
 - iii. receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work
- b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification

- c) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any additional ordinary hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate
- ii. shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

The Award – Stream C, Division 2, Section 1, provides for:

- a) A part-time building trades employee is an employee who:
 - i. is engaged to work a regular pattern of ordinary hours each week or fortnight which are not less than 10 hours but not more than 38 hours per week; and
 - ii. receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- c) Before commencing part-time employment, the employee and employer must agree in writing:
 - i. the number of ordinary hours to be worked by the employee
 - ii. the days upon which ordinary hours will be worked; and
 - iii. the usual daily starting and finishing times.
- d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.
 - i. By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any additional ordinary hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate
- ii. shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

The Award – Stream C, Division 2, Section 2, provides for:

- a) A part-time engineering or electrical/electronics services employee is an employee who:
 - i. is engaged to work a regular pattern of ordinary hours each week or fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
 - ii. receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work
- b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification
- c) Before commencing part-time employment, the employee and employer must agree in writing:
 - i. the number of ordinary hours to be worked by the employee
 - ii. the days upon which ordinary hours will be worked; and
 - iii. the usual daily starting and finishing times
- d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.

- i. By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any additional ordinary hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate
- ii. shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

4.3 CASUAL

4.3.1 Casual Minimum Engagement

The Award – Stream A, Division 2, Section 1, prescribes for:

- a) A casual employee is one engaged and paid as such for a maximum of 36.25 ordinary hours per week or 7.25 hours per day, to be worked between 0600 and 2130 Monday to Friday, inclusive, and between 0600 and 1200 on a Saturday
- b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work
- c) For each ordinary hour worked a casual employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification plus a casual loading as follows:

For all ordinary time worked between	Casual loading on hourly rate
0600 and 1800, Monday to Friday	25%
1800 and 2130, Monday to Friday	31%
0600 and 1200, Saturday	31%

- d) Each casual engagement stands alone with a minimum payment:
 - i as for 2 hours' work for a full-time student engaged as a casual employee in a library; and
 - ii as for 3 hours' work in all other cases
- e) All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed in clause 4.3.1(a) shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays

The Award – Stream B, Division 2, Section 5, provides for:

- a) A casual operational services employee is one engaged and paid as such
- b) Except where otherwise provided, a casual employee is entitled to receive, on a pro rata basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work
- c) 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%
- d) Each casual engagement stands alone with a minimum payment as for 3 hours' work on each occasion unless engaged at a cemetery or on cleaning or caretaking duties, in which case a minimum payment as for 2 hours' work applies to each engagement
- e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section

The Award – Stream C, Division 2, Section 1, provides for:

- a) i) A casual building trades employee is an employee who is engaged and paid as such
- ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- b) Except where otherwise provided, a casual employee is entitled to receive, on a pro rata basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work
- c) For each 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%
- d) The casual loading of 25% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant
- e) Termination of employment by either party shall be by the giving of 2 hours' notice, or payment/forfeiture in lieu thereof
- f) The long service leave entitlement of casual employees is recorded in clause 22

The Award – Stream C, Division 2, Section 2, provides for:

- a) i) A casual engineering or electrical/electronics services employee is an employee who is engaged and paid as such
- ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be
- b) 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%. This loading is not an all purpose payment
- c) Each casual engagement stands alone with a minimum payment as for 3 hours' work
- d) Except where otherwise provided, a casual employee is entitled to receive, on a pro rata basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work
- e) The casual loading of 25% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment
- f) The long service leave entitlement of casual employees is recorded in clause 22
- g) Clause 8.3.1 in this Section contains provisions about conversion from casual employment to full-time or part-time employment

4.3.2 Conversion to Permanent Employment

All casual employees who have been engaged shall, at the completion of 6 months service, have the right to elect to have their employment converted to permanent full time or permanent part time employment if it could be reasonably expected that their employment is to continue.

Council shall advise the employee in writing of their right to elect to have their employment converted to full time or part time employment. The employee retains his or her right of election if Council fails to comply with this sub clause. An employee who elects to convert shall be employed

as either a permanent part time or permanent full time employee according to the pattern or ordinary hours worked in the preceding 12 month period or otherwise by mutual agreement in writing.

4.4 *FIXED TERM TEMPORARY*

The following provision shall apply to all fixed-term employees other than fixed-term (maximum term) employees engaged under the Awards.

Fixed-term employee shall mean an employee who is engaged as such to work for a specific task or period of time. A fixed term employee shall for all intents and purposes receive the same benefits under this Agreement as would a permanent employee, provided that accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.

By mutual agreement the contracted terms and/or hours of a fixed-term employee may be varied to suit the needs of Council and the employee. Where this occurs, the variation shall be recorded in writing and signed by both parties.

Where it is necessary to terminate the employment of a fixed term employee for misconduct, poor performance or incapacity to perform work or for any other reason prior to their agreed tenure being completed, the fixed-term employee shall receive the same notice as a permanent employee under this Agreement.

PART 5 - HOURS OF WORK

5.1 FLEXIBLE WORKING ARRANGEMENTS

Subject to the approval of the CEO or GM all employees may be able to access flexible work arrangements as defined in the Act.

Council will give due consideration to all requests and are committed to accommodating them where possible. Flexible working arrangements may be subject to a trial period, where Council and the employee will have the right to request a review of flexible working arrangements every twelve months or a timeframe by agreement.

5.1.1 Job Share Arrangements

Subject to the approval of the CEO or GM, employees may reduce their ordinary hours of work.

Requests are to be provided to the CEO or GM in writing indicating the employee's preference in relation to the number of ordinary hours and work pattern. The application shall also state whether the request to job share is for a fixed period or permanent in nature.

Where the CEO or GM approves the request all entitlements shall be paid on a pro-rata basis to that of a full time employee in relation to the agreed ordinary hours worked. It is envisaged that job share arrangements shall generally be available where circumstances are considered suitable and operationally convenient by the CEO or GM.

5.1.2 Part-Time Work

Subject to the approval of the CEO or GM, an employee may request to work part time hours in accordance with the terms of this Agreement and any relevant Award. Where the CEO or GM approves the request all entitlements shall be paid on a pro-rata basis to that of a full time employee in relation to the agreed ordinary hours worked.

It is envisaged that part time work arrangements shall generally be available where circumstances are considered suitable and operationally convenient by the CEO or GM.

5.1.3 Remote Working Arrangements

Permanent employees may access remote working arrangements through an agreement between the Council and the employee which shall cover matters such as insurance, equipment, access arrangements, security, workplace health and safety and workers compensation.

No employee shall work remotely until such an agreement is entered into and is approved by the relevant GM. Remote working arrangements must be suitable to the nature of work of the employee and shall not negatively impact customer service and operational delivery.

Remote working arrangements will be subject to a trial period and will be reviewed every three months against business needs.

5.1.4 Local Area Work Agreement

Subject to the approval of the CEO or GM, a group of employees may request to vary their work arrangements or implement new work arrangements and the parties agree that the provisions of this agreement will be modified to the extent necessary to give effect to the new work arrangements, provided that:

- a) Consultation is undertaken with effected employees and relevant Unions
- b) A majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice

has been given. A copy of any arrangements made pursuant to this clause must be provided to the employee and relevant Union/s and shall be read as part of this agreement

- c) The terms of the new work arrangement are in writing and have been signed by the Council and the employees
- d) No disadvantages are to be realised by employees as a result of the varied work arrangements. Where significant workplace change occurs any existing workplace arrangements will be reviewed.

5.2 *SPAN OF HOURS*

The ordinary hours of work may be worked between the hours of 5:00am and 7:00pm on Monday to Friday.

An employee or group of employees may commence and finish at mutually agreeable times. Council will not, unreasonably refuse such requests subject to efficiency, safety, and workload considerations. Such arrangements will be recorded in writing.

5.3 *ROSTERED DAYS OFF*

5.3.1 *Nine day Fortnight*

A nine (9) day fortnight shall apply to the following employees:

- a) Employees covered by the Award - (Stream A) where it is operationally more convenient for these employees to work a nine (9) day fortnight due to their specific role within Council
- b) Employees covered by the Award - (Stream B)
- c) Employees covered by Award - (Stream C)
- d) Full-time Apprentices and Trainees who work within the areas covered above.

5.3.2 *Nineteen Day Month*

A nineteen day month shall apply to the following employees:

- a) Employees covered by the Award - (Stream A)
- b) Full-time Trainees who work within the areas covered above.

5.4 *Rostered Day Off (RDO) Scheduling*

RDO shall be scheduled in a rostering system for each specific workgroup. If staff are required to work on a scheduled rostered day off, the rostered day off shall be deferred to an agreed time by both parties or banked or paid at the applicable Awards penalty rate. Where overtime is paid the employee shall forego the RDO.

Employees shall be entitled to 48 hours' notice when they are required to work their RDO. Provided that in exceptional circumstances and by agreement with the employees involved, the 48 hours' notice may be waived.

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 as agreed between the Employee and Council. Any change in the RDO should be accommodated within the current pay cycle where practical.

Employees shall be entitled to bank up to seven (7) RDO's. When the employee has accrued in excess of seven (7) RDO's, Council and the employee shall agree a mutually convenient time for the employee to take their RDO's or for the RDO's to be cashed out, dependent on a written

agreement between Council and the employee. These cashed out RDO's shall be paid at ordinary time rates.

5.5 *TIME OFF IN LIEU OF OVERTIME WORKED (TOIL)*

Overtime can only be worked with the prior approval of the Supervisor or their delegate. Any overtime worked by employees covered by this Agreement shall be paid at the appropriate penalty rate as stated in the relevant Awards.

When performing authorised overtime, Employees will have the right to elect whether to accrue Time Off in Lieu (TOIL) or be paid overtime at the relevant overtime rates.

Provided, that where the employee elects to take time off in lieu of such overtime and Council agrees, the employee shall be allowed time off duty equivalent to the number of actual hours worked. Such time off shall be on a one for one basis and may be taken at any time subject to the following conditions:

- a) Employees may accrue a maximum of five (5) days TOIL
- b) In exceptional circumstances and by mutual agreement in writing with their Supervisor an employee may be able to accrue and/or maintain in excess of five (5) days
- c) Operational needs are to be considered when time off is granted. Employee's time off shall only be approved when it doesn't impact adversely on operational demands
- d) Prior approval of the Supervisor or their delegate has been obtained for an employee to take TOIL
- e) Where four (4) or more TOIL hours is to be taken, such requests must be submitted to the Manager or their delegate with at least 24 hours' notice. If the required notice is not given the approval for the leave may not be granted
- f) In the case of an emergency an employee may contact their Supervisor or their delegate and arrange to take this time off without 24 hours' notice
- g) Where the employee accrues in excess of five (5) days of TOIL, the employee and Supervisor shall agree a mutually convenient time for the employee to take leave. In the instance that a mutually agreeable time cannot be determined, the total amount of TOIL shall be paid in full at the appropriate overtime rate.

PART 6 - RATES OF PAY AND PAY RELATED MATTERS

6.1 WAGE/SALARY INCREASE

Council shall continue to pay wages on a fortnightly basis with funds guaranteed into major banking institutes on the Thursday following the close of pay period. Through the JCC, Council will consider reviewing payment timing where efficiency savings can be realised to pay on a more frequent basis during the life of the Agreement.

6.1.1 Salary/Wage Increase

Wage/Salary increases for the term duration of this Agreement are detailed below. Increases shall become effective from the first full pay period:

- a) after 1 July 2021, where a \$68.00 flat rate per fortnight increase shall apply;
and
- b) after 1 July 2022, where a \$68.00 flat rate per fortnight increase shall apply; and
- c) after 1 July 2023, where a \$68.00 flat rate per fortnight increase shall apply.

Any Award increases granted during the term of this Agreement shall be absorbed in the increase provided for in this Agreement.

6.1.2 Wage Schedule

Employees whose conditions of employment are governed by this Agreement shall receive over the life of this Agreement remuneration as detailed in Schedule One (1) of this Agreement.

Nothing in this Agreement shall be read as restricting Council from offering, or from restricting an employee from accepting an hourly rate of pay higher than that shown in the remuneration Schedule. Where this occurs the higher rate of pay shall be used for all purposes, such as annual leave, personal/carer's leave and any other authorised paid leave.

6.1.3 Superannuation

Employees currently benefit from a higher Council contribution to superannuation where an employee co-contribution is made in accordance with the Queensland Local Government Act 2012. Council commits to maintaining a 2.75% gap between the legislated superannuation guarantee amount and the council contribution.

6.2 MIXED FUNCTIONS – Awards - (Stream B) and (Stream C)

6.2.1 Minimum Hours

An employee primarily engaged on the duties of a higher level for a total of up to 4 hours on any day shall be paid the rate applicable to such higher level for the time engaged in the higher duty. However, where an employee is engaged on the higher duty for more than 4 hours, the employee shall be paid at the higher rate for the whole day.

6.2.2 Training

Provided that clause 6.2 shall not apply where an employee is being trained in the higher duties. For the purpose of this clause the words "being trained" shall carry the following meaning. An employee is being trained when they are under initial instruction of a trainer and are learning the basic operations of the skill relating to a higher classification. Where the trainee is gaining experience by carrying out the role of another employee at a higher level, the employee shall be entitled to claim and be paid the mixed function allowance in clause 6.2.1.

6.3 SUPERVISORS

Award - (Stream A) employees supervising Awards – (Stream B) and (Stream C) employees are to be paid for the 38 hour week worked at their hourly rate calculated for 36.25 hours per week.

All hours worked in excess of 38 hours per week are to be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.

6.4 TRAVEL TIME DEPOT TO JOB SITE

Where Council requires employees to report to the usual place of work/depot and then travel to the job site the following shall apply:

- a) Travelling time outside the ordinary working hours relating to travel between the depot and the job site for all employees required to travel shall be paid for at the overtime rate applicable in the relevant Awards
- b) This clause does not apply in any other circumstances which would include such things as travel to conferences and/or training that is deemed by the CEO as professional development.

6.5 PAY RATES FOR JUNIORS

Any junior employee who is performing work commensurate with that of an adult employee shall receive the appropriate adult rate whilst performing such work. Provided that this clause shall not apply to university students undertaking work experience. Trainees and apprentices shall continue to be paid under the relevant legislation and where appropriate the Awards.

6.6 SALARY SACRIFICE/SALARY PACKAGING

6.6.1 Salary Sacrifice

Employees can elect to salary sacrifice direct with Council for approved "in house" items (i.e. superannuation and/or Council rent). It is agreed between the Parties that all employees may have their normal superannuation contributions or may have a portion in excess of the Superannuation requirements of their salaries/wages, paid directly into their chosen Superannuation Funds. To facilitate the above, a written "salary sacrifice" agreement must be implemented to allow such contributions from "before tax" pay.

6.6.2 Salary Packaging

The parties agree that employees can make application to enter into salary packaging arrangements through Council's provider (provided there is no cost to Council including GST, FBT and administration, and the proposed arrangement complies with the Australian Taxation Office guidelines and the Superannuation guidelines). Items such as, but not limited to, novated lease of a motor vehicle, associate lease of a motor vehicle and remote area allowances are available.

The Council reserves the right to withdraw this provision if changes in the relevant laws mean that the Council would incur additional administrative or taxation costs.

6.6.3 Summary

Other than facilitating the salary sacrifice/package arrangements, Council shall not be responsible for any other aspects of salary sacrifice/package which would include, but not be limited to, any loss sustained by the employee. Accordingly, while not a necessity, the Council strongly recommends employees take financial advice from a qualified financial advisor prior to entering into any such arrangements.

The parties agree that Council shall not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice/package arrangements and that Council shall not accept any liability in the event that any salary sacrifice/package arrangements does not produce the financial benefit expected by an employee.

6.7 PROGRESSION FROM LEVEL 1 TO LEVEL 2 – Award – (Stream A) EMPLOYEES

Employees who have their terms and conditions of employment covered by the Award – (Stream A) shall be entitled to a minimum commencement level of Level 1.6 of Award – (Stream A). After completing 12 months of satisfactory service these employees shall move to Level 2.1 of the Award -

(Stream A) and progress in accordance with the incremental progression provided for in Award – (Stream A).

6.8 REGISTRATION FEES

Where employees are required to hold a mandatory registration and/or where it is an inherent requirement of the employee's job, Council shall pay all fees for registration renewal.

6.9 COMMENCEMENT LEVELS – Award - (Stream B) EMPLOYEES

Employees who have their terms and conditions of employment covered by the Award - (Stream B) shall be entitled to a minimum commencement level of Level three (3) of this Award. After completing 12 months of satisfactory service these employees shall move to a minimum of Level four (4) of the Award - (Stream B).

6.10 ALLOWANCES

6.10.1 Adjustment

The allowances listed below shall be subject to adjustment each year of 1.5% increase:

- a) On Call allowance
- b) Toilet Cleaning allowance
- c) Safety Representative allowance
- d) Leading Hand allowance; and
- e) Construction Grader allowance

6.10.2 On Call Allowance

The scope of these provisions apply to those employees who participate in an on call roster and to those employees who as part of their terms of employment are required to be on call.

Where Council in emergent circumstances such as natural disasters, requires employees who are not participants on the roster to be on-call and attend to emergency work these provisions will be extended to those employees.

The role of the on-call person is to attend remotely or physically on site and repair or make safe the site (or issue). If necessary, with the approval of their supervisor the employee can contact other Council employees to assist with repairs.

An employee who is rostered on-call will be eligible to have the use of a Council vehicle for the period they are on-call. Only the authorised on- call employee will be authorised to use the Council vehicle. The employee who is rostered on-call will be provided with the use a Council mobile phone for business purposes during that on-call period.

6.10.2.1 On-call provisions

- a) Employees who are on call will be paid the appropriate allowance provided for in Schedule One (1) of this agreement, for each day the employee is required to be on-call to attend, remotely or physically on site, to emergency afterhours work
- b) Employees on a call out shall also perform work of a breakdown or emergent nature, which may arise before they have completed the original call-out and return home
- c) An employee who is rostered on call must be available for work and:
 - be within reasonable travelling distance of the worksite if required to attend the worksite
 - be readily accessible/contactable
 - in a fit state if called upon to perform work.
- d) Employees who:

- cannot be reasonably contacted; or
- swaps with another employee without proper authorization and notification
- refuses to perform the emergency work

will forfeit any allowances provided for being on-call for that period.

- e) If an employee is required to leave home to perform emergency work, all work performed on that call out shall be paid at the prescribed overtime rates as per the relevant award
- f) To limit fatigue and ensure due rest an employee must be off duty for a minimum of 10 continuous hours between termination of the employee's work on one day and the commencement of the employee's work on the next day
- g) If on the instruction of the employee's supervisor the employee commences ordinary work without having the minimum 10 continuous hours off duty, then the employee will be paid double time, until such time as the employee is released from duty and has had the minimum 10 continuous hours off duty
- h) Where the employee is able to resolve the issue remotely, through utilising a phone, the employee will be eligible for an additional payment of a minimum one (1) hour at the ordinary time rate for each occurrence. The minimum rest provisions do not apply in these circumstances (between remote call outs)
- i) It is the employee's responsibility to accurately record the required details on their timesheet for each call out
- j) Employees on call who are called out to perform work on one of their ordinary working days 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 at a minimum payment of two (2) hours at the prevailing overtime rate
- k) Employees on call who are called out to perform work on either Saturday or Sunday 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, at a minimum payment of one and a half (1 ½) hours at the relevant overtime rate.

6.10.2.2 Sunday - Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for their ordinary working day:

- a) Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by their respective Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of hours the employee usually works in an ordinary working day
- b) Provided further that, if the time worked by the employee at overtime rates is equal to or more than the period of hours the employee usually works in an ordinary working day, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates
- c) Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time
- d) Employees on call who are called out to perform work on one of their ordinary working days 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 at a minimum payment of two (2) hours at the prevailing overtime rate

- e) Employees on call who are called out to perform work on either Saturday or Sunday 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, at a minimum payment of one and a half (1 ½) hours at the relevant overtime rate
- f) An employee shall only be entitled to a minimum payment for one callout per day. Any other callouts during that day shall be paid at prevailing overtime rates for actual time worked
- g) An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the Council's premises outside ordinary hours to perform a specific job.

6.10.3 Call Out

A call-out shall 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. Where this occurs employees shall be entitled to the penalty rates stated in their relevant Awards.

6.10.4 Camp Allowance

Where it is necessary for an employee to live in a camp provided by Council free of charge, such employee shall be paid a camping allowance \$55.00 for the life of this agreement, for each day (including Saturday and Sunday) the employee lives in the camp. Provided that the camping allowance shall not be less than that provided for in the relevant Award. The employee shall provide personal items including cooking utensils, food and linen. The establishment of camps must be with the approval of the CEO.

6.10.5 Meal Allowance

Where an employee, other than an employee living in camp, shall be supplied with a reasonable meal at Council's expense or be paid a meal allowance of \$31.00 for the life of this agreement, in lieu at all meal breaks during overtime as prescribed in the relevant Awards.

6.10.6 Toilet Cleaning Allowance

Where an employee is required to clean toilets as part of their regular duties or as directed by Council, shall be paid an allowance as stated in Schedule One (1) of this Agreement per day.

6.10.7 Wet Weather

All time lost through wet weather shall be paid for provided that the employee reports for work and is ready and willing to perform any work or other duties for which they are appropriately skilled or undertake any training required by Council.

6.10.8 Live Sewer Work Allowance

Employees engaged on live sewer work or cleaning septic tanks will, during ordinary hours, be paid at the rate of time and a half for all time so engaged. During overtime or on weekends or public holidays employees will be paid one-half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for all time engaged on live sewer work.

The term "live sewer work" will mean work carried out in situations where there is direct contact with raw sewerage. The term will also include work in connection with septic tanks, cleaning of mechanical plant if such plant is contaminated with sewerage or cleaning of public areas (ie. public toilets) where the facility is contaminated with raw sewerage. This does not include the direct cleaning of toilets where the raw sewerage is contained within the toilet bowl.

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 will be paid not less than 4 hours at the appropriate rates. Note, this minimum payment does not apply to the cleaning of mechanical plant if such plant is contaminated with sewerage or cleaning of public areas.

Increases to Live Sewer Work Allowance will be adjusted annually in accordance with adjustment as per Schedule 1.

This allowance will not apply to employees engaged at sewerage treatment plants.

6.10.9 Traffic Controllers

Where employees are engaged in traffic control duties after successfully completing a Traffic Control course and maintaining that certification shall receive payment at Level 5 Award - (Stream B) in accordance with the Mixed Functions clause (6.2) of this Agreement.

6.10.10 Tool Allowance

Where an employee has a duty of care to maintain their tools in a usable condition for the work they undertake for Council. Employees using their own tools shall be entitled to a subsidy of \$1,750 per financial year upon the production of a receipt for such tools purchased that an employee uses at work. Conversely Council shall purchase such tools on behalf of the employee with a view to providing the employee with an increased benefit where Council is able to secure the tools at a discounted rate. Employees shall have the choice of using the full subsidy during each financial year or accumulating any part or all of the subsidy over the term of this Agreement. The provision for the payment of Tool Allowance in any relevant Awards shall no longer apply.

6.10.11 Workplace Health and Safety Representative Allowance

An all-purpose allowance as stated in Schedule One (1) of this Agreement shall be paid to all elected Workplace Health and Safety Representatives, in consideration of the additional responsibilities and skills attached to the positions.

6.10.12 Asbestos Allowance

Where an appropriately qualified (ticketed) employee is either directed to work on sites, buildings or infrastructure that involves asbestos or that this type of work forms part of the employee's usual work that brings them in contact with asbestos they shall be paid an asbestos allowance of \$20.00 per day for the life of this agreement.

6.10.13 Leading Hand Allowance – Award (Stream B) and (Stream C)

Where an employee is appointed by Council to be in charge of other employees shall be paid an additional allowance per day as per Schedule One (1) of this Agreement, which shall be treated as part of the ordinary weekly wage. This allowance recognises the responsibilities associated with the administration and supervision of other employees in accordance with council's policies and procedures.

6.10.14 Construction Grader Allowance

Where a grader operator is not classified at Award - (Stream B) Level 8 and performs work that would be classed as construction works as per Council's Construction Grader Allowance Guidelines, that grader operator shall be paid an allowance as per Schedule One (1) of this Agreement.

6.10.15 Synthetic Fluids and Oils Allowance

Employees employed in the classification of mechanic, diesel fitter, or service person who, in their day to day duties, are exposed to synthetic fluids, oils 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 \$0.35c for each hour worked with such substances for the life of this agreement.

6.10.16 Handling of Dead Animals Allowance

An Employee, appointed by Council to handle or remove dead animals as part of their ordinary duties, or for operational reasons is required to remove dead animals, will receive an allowance of \$5.00 per occasion while those duties are performed for the life of the agreement. To be in receipt of this allowance, an Employee must accept suitable training and be vaccinated and will be required to have authorisation to clear dead animals off roads and public spaces or do so in emergent public safety situations.

6.11 COMMENCEMENT LEVELS – Award - (Stream C) APPRENTICES

Current employees who are successful in moving into an apprentice role within council (who's current existing annual wage is higher than the commencement level of the Central Highlands Regional Council Apprentice Wage Schedule, shall be entitled to a minimum commencement level equivalent to:

- the existing annual wage of the role they were appointed in immediately prior to the apprenticeship offer, or
- 80% of the base qualified wage rate, whichever is the lower.

The apprentice will be entitled to progression as per the Training Wage Award – State 2012 once the scheduled rate increases above their appointment rate, until this time the apprentice will remain on their commencement wage rate (any increases will be in alignment with clause 6.1.1 of this agreement).

All new employees who are successful in gaining an apprentice role within council will commence as per the Training Wage Award – State 2012 and the Central Highlands Regional Council Apprentice Wage Schedule.

PART 7 - LEAVE ENTITLEMENTS

7.1 SICK LEAVE

Employees (other than casual employees) whose terms and conditions are governed by this Agreement shall be entitled to 15 days sick leave per annum. For the purpose of this clause, one (1) day is defined as the equivalent ordinary hours normally worked, per day, for each individual employee.

An employee shall be required to provide a medical certificate or other reasonably acceptable evidence to Council in order to claim sick leave for absences in excess of two (2) days per occasion. There shall be no limit as to the amount of sick leave an employee may utilise in any one year whilst employed with Council. To avoid doubt this means that the 32 week cap has been lifted, however all sick leave claimed has to comply with this clause.

7.2 CARER'S LEAVE

An employee with responsibilities for the care and support of an immediate family or household member shall be entitled to use accrued sick leave entitlements to provide care and support for such immediate family or household member when they are ill, require transport to medical appointments, for related medical purposes, or as a result of a breakdown of care arrangements or because an unexpected emergency arises in relation to an employee's immediate family or household member.

An employee may also access carer's leave to care for or support a person who has experienced domestic violence.

Such leave may be taken for a day or part of a day. Any such leave taken in excess of two (2) days shall require supporting medical evidence. Where it is determined that no medical practitioner was available a statutory declaration may suffice.

For the purpose of this clause an immediate family or household member shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse,) of the employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, step-parent, grandparent, grandchild or sibling of the employee or spouse of the employee or other significant relationships as pertain to individual employee's circumstances.

7.3 PAYOUT OF PERSONAL LEAVE ON TERMINATION OF EMPLOYMENT

In recognition of long serving employees and to retain workers for succession planning, the payout of personal leave on termination of employment or death shall be paid on the basis set out in Table 1, subject to the following conditions:

- a) Accrued entitlement under this clause shall be considered as years of service from Central Highlands Regional Council including pre-amalgamation accruals and entitlements from the former shires of Bauhinia Shire Council, Daringa Shire Council, Emerald Shire Council and Peak Downs Shire Council.
- b) For the purpose of calculating sick leave transfer entitlements for staff transferring to another Queensland Local Government, sick leave entitlements will be reduced by the amount of leave paid out under this Agreement; and
- c) Where an employee is transferring to another Queensland Local Government, the option exists for the employee to elect to cash out the identified portion of the accrued entitlement or to take the full accrued entitlement as a transfer to the new Local Government entity.

Table 1 – Sick Leave Payout Schedule.

Years of Service	Percentage of accrued and entitled Leave Balance to be paid out
5 – 10	20%
11 – 15	30%
16 – 20	40%
21 - 25	50%
26 above	60%

7.4 *ABSENTEEISM MANAGEMENT PROCEDURE*

Sick & Carer’s leave should only be claimed when the physical consequences of injury or illness or the requirement to care for an immediate family or household member prevent an employee from attending work. The Parties to this Agreement recognise that absenteeism and abuse of sick leave is a controllable overhead and abuse of this benefit is detrimental to the operations of Council. In recognising this, the Parties have agreed on the following procedure to manage sick leave abuse and absenteeism.

The Parties agree that sick/carer’s 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 or be required to care for an immediate family or household member. This procedure is designed to curtail sick leave abuse and absenteeism by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.

The Council shall from time to time review employee sick leave records with a view to determining employees who have a record of attendance which gives cause for reasonable concern. At any time during the following process an employee shall have the right to be accompanied or represented by a person or organisation of their choice.

7.4.1 Where an employee is deemed to have an unsatisfactory record the supervisor, shall in the first instance discuss the matter with the employee in order to determine any contributing factors. During this discussion the employee’s immediate supervisor shall explain the requirements of this procedure.

7.4.2 Where the above step (7.4.1) does not result in any improvement the employee shall be interviewed by their manager. The employee shall be notified in writing of the time, date, reason for the meeting and that they are entitled to have an advocate or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason/s for the employee’s absences, a letter of warning shall be provided to the employee indicating proof of illness or a medical certificate is required for any subsequent absence. The letter shall also include appropriate actions for improvement as well as timeframes.

7.4.3 If no improvement is observed in the next timeframe (which was determined at stage (7.4.2)) the employee shall be interviewed again. If the reasons provided are unsatisfactory the employee shall then be provided with a second letter of warning. This letter of warning shall inform the employee that unless their attendance record improves further disciplinary action, up to and including termination of employment may follow.

7.4.4 If the above action still results in unsatisfactory attendance the employee shall again be interviewed by their manager and they may be required to provide reason why their employment with Council should not be terminated.

The above procedure does not withdraw Council’s right to take action against fraudulent behaviour which may justify summary dismissal.

7.5 PARENTAL LEAVE

7.5.1 Definition

For the purpose of this clause the term Parental Leave shall include Birth Related, Adoption and Surrogacy Leave.

7.5.2 Paid Birth Related Leave

On completion of one (1) years continuous service an employee who is pregnant may be granted parental leave of six (6) weeks on full pay or 12 weeks on half pay, and/or an employee whose spouse gives birth may be granted parental leave of two (2) weeks on full pay; if the leave is associated with:

- a) The birth of a child, being a child who is born to the employee or the employee's spouse or de facto partner; or
- b) The placement of a child with the employee for adoption, as defined in sub-clause 7.5.3 of this Agreement.

7.5.3 Adoption Leave

An employee is not entitled to access paid parental leave in relation to adoption unless the child that is to be placed with the employee for adoption:

- a) Is, or shall be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- 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.

7.5.4 Return to part time work after Parental Leave

Employees may apply to work part time following a period of Parental leave. An application for part time work under this provision must be made in writing and must:

- a) State that it is an application to return to work on a part time basis by written notice being given to Council at least 4 weeks before the Parental leave ends; and
- b) State the dates the return to work on a part-time basis is to start and end; and
- c) State the impact the refusal of the application might have on the employee and the employee's dependents; and
- d) Be accompanied by a statutory declaration by the employee stating the employee is seeking to work on a part-time basis so the employee can continue to be responsible for the care of the child when not at work.

7.6 BEREAVEMENT LEAVE

Employees may be granted up to five (5) days bereavement leave, on full pay on each occasion, where the deceased person was related to the employee in any of the following circumstances:

Wife/Defacto Wife	Husband/Defacto Husband	Father/Father In Law
Mother/Mother In Law	Step Father	Step Mother
Brother	Sister	Unborn Child/Child/Step Child
Half/Step brother	Half/step sister	Brother/Sister in law
Son/Daughter in law	Grandfather	Grandmother
Grandson	Granddaughter	Aunt
Uncle	Neice	Nephew

This shall be subject to the production of satisfactory evidence of death to Council or the completion of a statutory declaration.

The CEO at their discretion may grant bereavement leave:

- a) On the occasion of the death of other persons in addition to the above mentioned relatives; and
- b) Of more than five (5) days bereavement leave to employees depending on their personal circumstances.

7.7 ANNUAL LEAVE

Full time employees shall accrue five (5) weeks paid annual leave per completed year of service. In addition to the payment for annual leave, employees shall also attract a leave loading of 17.5%. Part time employees and fixed-term temporary employees shall accrue annual leave on a pro rata basis in relation to the ordinary hours worked. Due to the nature of the employment contract casual employees shall not accrue any annual leave.

Annual leave accrued must not exceed 10 weeks. Where an employee accrues in excess of 10 weeks, Council on four (4) weeks written notice may require the employee to take part of all of the accrued annual leave. The CEO may, in special circumstances, allow an accrual of annual leave in excess of 10 weeks where employees are planning to take extended leave.

7.8 LONG SERVICE LEAVE

7.8.1 Accrual

All full-time employees shall accrue a long service leave entitlement at the rate of 1.3 weeks for each completed year of continuous service. Part-time, fixed term and casual employees shall be entitled to long service leave on a pro-rata basis in relation to the ordinary hours worked.

Provided that any calculation of an employee's long service leave provision shall be subject to any amendments to current and past legislation and/or Awards provisions. To avoid doubt this means that an employee's long service leave is calculated on the amount of long service leave available to that employee at relevant times during their employment.

On the completion of five (5) years continuous service with Local Government in Queensland an employee may take any accrued long service leave. The minimum amount of pro rata long service leave that can be taken is five (5) days or otherwise agreed with the employee's manager. To facilitate this, a written request is required.

In addition, where an employee resigns, or their employment is terminated on completion of five (5) years or more years' of continuous service with Local Government in Queensland the employee is entitled to be paid out any accrued long service leave.

7.8.2 Long Service Leave Reduction Scheme

Where an employee has accrued in excess of 26 weeks of long service leave the employee may be required to participate in a leave reduction scheme. Such scheme may require the employee to reduce their accrued bank of long service leave over an agreed period of time in order to maintain a maximum of 26 weeks long service leave. However, the employee, on their own volition, may decide to reduce their long service leave entitlement to less than 26 weeks.

7.8.3 Long Service Payment Options

The payment of long service leave entitlements may be taken and paid at either full pay or half pay rates. It is the employee's responsibility to advise payroll if they require their payment at half pay, otherwise payment will default to be paid at the full pay entitlement.

7.9 WORKERS COMPENSATION TOP UP FROM SICK LEAVE

Where employees are receiving Local Government Workcare payments, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request to the GM or CEO is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of fifteen days in their sick leave accruals.

It is also agreed that if an employee is receiving Local Government Workcare payments, the employee shall continue to accrue and be paid the following entitlement for the entire period they are absent on workers compensation.

- a) Long Service Leave
- b) Annual Leave
- c) Personal Leave
- d) Superannuation.

7.10 PUBLIC HOLIDAY

Where an employee is required to work a public holiday, TOIL provisions shall not apply. Accordingly, the relevant Awards provision regarding penalty rates shall apply.

7.11 TRADE UNION TRAINING LEAVE

Paid leave of absence of up to six (6) days per union per calendar year shall be granted to employees who are recognised Union delegates to attend Trade Union training, ACTU or specific Union courses approved by the Branch Executive of the Union.

Provided that Council shall only be obliged to pay for not more than a total of twenty – four days per year in Trade Union training leave, regardless of the number of union delegates. Additional days may be approved at the CEO or GM's discretion.

7.12 DOMESTIC AND FAMILY VIOLENCE LEAVE

Where an employee has been affected by Domestic and Family Violence as defined in Council's policy, the employee will be able to access up to 15 days paid special leave. A support person as defined in Section 42(2) (b) of the Act will be able to access Carer's leave in accordance with clause 7.2 of this Agreement. Requests for additional leave will be considered on a case by case basis.

7.13 NATURAL DISASTER LEAVE

Where any employee is isolated as a result of a natural disaster situation caused by, but not limited to, a flood, cyclone, bushfire, tsunami, volcano or earthquake event, and is unable to report to work at any of Council's depots or place of work, the employee shall be permitted paid leave up to a maximum of five (5) days subject to the approval of the CEO. This may include, on a case by case basis, reasonable time required to secure an employee's property, to be discussed and agreed with the relevant Supervisor/Manager/CEO as required.

7.14 *SPECIAL GLOBAL PANDEMIC LEAVE*

Where a Global Pandemic event has been determined by the CEO for the Local Government Area and employees are prevented from working:

- a) as a result of being required to self-isolate by government or medical authorities; and/or acting on the advice of a medical practitioner, or
- b) as a direct result of measures taken by government or medical authorities in response to a pandemic
- c) where an employee has made every effort to limit their exposure and potential risk to the organisation

The CEO will determine the appropriate response with regard to all staff who may be subject to one or more of the circumstances outlined in this clause. The CEO may provide a standard entitlement for all employees to leave their place of work at a prescribed time/date and return to work at a prescribed time/date. Any request for variations by individual employees to that period of leave may be considered on a case by case basis.

Where an employee has knowingly travelled into a declared hotspot, no provision of this leave will be applicable unless an exemption has been granted by the relevant state or federal authority.

SIGNATORIES

Signed for and on behalf of the
Central Highland Regional Council

.....

Mr Michael Parker
Acting Chief Executive Officer

In the presence of

.....

.....

(Print Name of Witness)

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

.....
(Signature)

.....
(Print Name)

.....
(Title)

In the presence of

.....
(Signature)

.....
(Print Name of Witness)

Signed for and on behalf of the
Australian Workers' Union of Employees, Queensland

.....
(Signature)

.....
(Print Name)

.....
(Title)

In the presence of

.....
(Signature)

.....
(Print Name of Witness)

Signed for and on behalf of the
**Automotive, Metals, Engineering, Printing and Kindred
Industries Industrial Union of Employees, Queensland**

.....
(Signature)

.....
(Print Name)

.....
(Title)

In the presence of

.....
(Signature)

.....
(Print Name of Witness)

Signed for and on behalf of the
**Construction, Forestry, Mining and Energy, Industrial
Union of Employees, Queensland**

.....
(Signature)

.....
(Print Name)

.....
(Title)

In the presence of

.....
(Signature)

.....
(Print Name of Witness)

SCHEDULE ONE – WAGE PROVISIONS

Queensland Local Government Industry (Stream A, Division 2, Section 1) Award - State 2017				
Classification	CHRC rate as at 30 June 2021	\$34 increase per week as at July 2021	\$34 increase per week as at July 2022	\$34 increase per week as at July 2023
Level 1 - 1	1088.30	1122.30	1156.30	1190.30
Level 1 - 2	1104.26	1138.26	1172.26	1206.26
Level 1 - 3	1130.06	1164.06	1198.06	1232.06
Level 1 - 4	1155.15	1189.15	1223.15	1257.15
Level 1 - 5	1180.12	1214.12	1248.12	1282.12
Level 1 - 6	1202.90	1236.90	1270.90	1304.90
Level 2 - 1	1229.56	1263.56	1297.56	1331.56
Level 2 - 2	1256.70	1290.70	1324.70	1358.70
Level 2 - 3	1286.74	1320.74	1354.74	1388.74
Level 2 - 4	1316.32	1350.32	1384.32	1418.32
Level 3 - 1	1346.73	1380.73	1414.73	1448.73
Level 3 - 2	1377.47	1411.47	1445.47	1479.47
Level 3 - 3	1408.23	1442.23	1476.23	1510.23
Level 3 - 4	1439.47	1473.47	1507.47	1541.47
Level 4 - 1	1470.23	1504.23	1538.23	1572.23
Level 4 - 2	1501.48	1535.48	1569.48	1603.48
Level 4 - 3	1532.21	1566.21	1600.21	1634.21
Level 4 - 4	1562.94	1596.94	1630.94	1664.94
Level 5 - 1	1594.20	1628.20	1662.20	1696.20
Level 5 - 2	1624.96	1658.96	1692.96	1726.96
Level 5 - 3	1655.70	1689.70	1723.70	1757.70
Level 6 - 1	1707.61	1741.61	1775.61	1809.61
Level 6 - 2	1759.03	1793.03	1827.03	1861.03
Level 6 - 3	1810.94	1844.94	1878.94	1912.94
Level 7 - 1	1862.35	1896.35	1930.35	1964.35
Level 7 - 2	1913.76	1947.76	1981.76	2015.76
Level 7 - 3	1965.18	1999.18	2033.18	2067.18
Level 8 - 1	2027.17	2061.17	2095.17	2129.17
Level 8 - 2	2089.15	2123.15	2157.15	2191.15
Level 8 - 3	2151.15	2185.15	2219.15	2253.15
Level 8 - 4	2209.11	2243.11	2277.11	2311.11
Level 8 - 5	2267.08	2301.08	2335.08	2369.08

Queensland Local Government Industry (Stream B, Division 2, Section 5) Award - State 2017				
Classification	CHRC rate as at 30 June 2021	\$34 increase per week as at July 2021	\$34 increase per week as at July 2022	\$34 increase per week as at July 2023
Level 1	1092.8964	1126.8964	1160.8964	1194.8964
Level 2	1108.3889	1142.3889	1176.3889	1210.3889
Level 3	1123.5739	1157.5739	1191.5739	1225.5739
Level 4	1139.3519	1173.3519	1207.3519	1241.3519
Level 5	1158.5007	1192.5007	1226.5007	1260.5007
Level 6	1190.9130	1224.9130	1258.9130	1292.9130
Level 7	1224.4673	1258.4673	1292.4673	1326.4673
Level 8	1254.4202	1288.4202	1322.4202	1356.4202
Level 9	1287.4474	1321.4474	1355.4474	1389.4474

Queensland Local Government Industry (Stream C, Division 2, Section 1) Award - State 2017

Classification	CHRC rate as at 30 June 2021	\$34 increase per week as at July 2021	\$34 increase per week as at July 2022	\$34 increase per week as at July 2023
BT 1	1422.4770	1,456.4770	1,490.4770	1,524.4770
BT 2	1493.2308	1,527.2308	1,561.2308	1,595.2308
BT 3	1564.7313	1,598.7313	1,632.7313	1,666.7313

Queensland Local Government Industry (Stream C, Division 2, Section 2) Award - State 2017

Classification	CHRC rate as at 30 June 2021	\$34 increase per week as at July 2021	\$34 increase per week as at July 2022	\$34 increase per week as at July 2023
C14	1123.7568	1157.7568	1191.7568	1225.7568
C13	1166.4311	1200.4311	1234.4311	1268.4311
C12	1243.2449	1277.2449	1311.2449	1345.2449
C11	1314.3688	1348.3688	1382.3688	1416.3688
C10	1422.4770	1456.4770	1490.4770	1524.4770
C9	1493.6009	1527.6009	1561.6009	1595.6009
C8	1564.7247	1598.7247	1632.7247	1666.7247
C7	1635.8486	1669.8486	1703.8486	1737.8486
C6	1778.0963	1812.0963	1846.0963	1880.0963
C5	1849.2201	1883.2201	1917.2201	1951.2201
C4	1920.3440	1954.3440	1988.3440	2022.3440
C3	2062.5917	2096.5917	2130.5917	2164.5917

Allowances

Allowance	CHRC Rate as at 30 June 2021	1.5% increase as at July 2021	1.5% increase as at July 2022	1.5% increase as at July 2023
On Call / day	31.6725	32.1476	32.6298	33.1192
Toilet Cleaning / day	9.5634	9.7069	9.8525	10.0002
Safety Representative / week	18.6327	18.9122	19.1959	19.4838
Leading Hand / week	52.7875	53.5793	54.3830	55.1987
Construction Grader / day	16.4697	16.7167	16.9675	17.2220