

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Townsville City Council

AND

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

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

Queensland Services, Industrial Union of Employees

(Matter No. CB/2018/6)

**TOWNSVILLE CITY COUNCIL (QUEENSLAND LOCAL GOVERNMENT OFFICERS)  
CERTIFIED AGREEMENT 2017**

Certificate of Approval

On 15 March 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Townsville City Council (Queensland Local Government Officers)  
Certified Agreement 2017*

**Parties to the Agreement:**

- Townsville City Council
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Queensland Services, Industrial Union of Employees

**Operative Date:** 15 March 2018

**Nominal Expiry Date:** 31 December 2018

**Previous Agreement:** *Townsville City Council (Queensland Local Government Officers)  
Certified Agreement 2012 (CA/2012/32)*

**Termination Date of Previous Agreement:** 15 March 2018

By the Commission

Deputy President O'Connor  
15 March 2018

## **1. TITLE & ARRANGEMENT**

1.1 This Agreement shall be known as the Townsville City Council (Queensland Local Government Officers) Certified Agreement 2017 (hereinafter referred to as the Agreement).

1.2 This agreement is arranged as follows:

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## **2. DEFINITIONS**

- 2.1 “Act” means the Industrial Relations Act (Qld) 2016.
- 2.2 “Award” means the Queensland Local Government Industry (Stream A) Award 2017.
- 2.3 “Commission” means the Queensland Industrial Relations Commission constituted pursuant to the Act.
- 2.4 “Commissioner” means a member of the Commission.
- 2.5 “Council” means the Townsville City Council.
- 2.6 “Employee” means an employee of the Council engaged as an employee under the Queensland Local Government Industry (Stream A) Award 2017 engaged in a classification within the scope of this agreement
- 2.7 “Employer” means the Council.
- 2.8 “Executive Officer” means an employee employed as Chief Executive Officer, Director or Executive Manager, being the first three levels of management of the Council
- 2.9 LAA means Local Area Agreement.
- 2.10 JCC means Joint Consultative Committee.
- 2.11 “Senior Officer” means an employee other than an Executive Officer who is employed on a written contractual basis and who receives a base salary (not including Council’s contribution to LG Super, calculated at 13 per cent of base salary) which is greater than the amount shown in Appendix C of this agreement for an employee classified at Level 8 Increment 5.
- 2.12 “Hourly rate” or an “employee’s hourly rate” means the Agreement rate of pay prescribed by this Agreement for the work performed divided by the number of hours which constitute the employee’s ordinary working week.
- 2.13 “Scheme” means the Superannuation Scheme.
- 2.14 “Superannuation Scheme” means LG Super Scheme.
- 2.15 “Union” means the following unions:
- Queensland Services, Industrial Union of Employees (QSU)
  - Association of Professional Engineers, Scientists and Managers, Australia Queensland Branch, Union of Employees. (APESMA)
  - The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland. (AMEPKIU)

## **3. PARTIES BOUND**

This Agreement is binding on:-

- Townsville City Council;
- Queensland Services, Industrial Union of Employees.
- Association of Professional Engineers, Scientists and Managers, Australia Queensland Branch, Union of Employees.
- The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland. (AMEPKIU)

#### **4. APPLICATION AND IMPLEMENTATION OF THE AGREEMENT**

This agreement consists of the main section, and Appendices. The main section of the agreement provides the standard terms and conditions of employment.

#### **5. SCOPE AND COVERAGE OF THE AGREEMENT**

- 5.1 This agreement shall apply in respect of all employees of the Council, employed under the terms of Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award 2017 excluding Executive Officers as defined, employed on written contracts of employment the terms of which exclude the operation of this Agreement and of the award.
- 5.2 The Clauses in this Agreement as listed below shall not apply to an employee defined as a Senior Officer.
- (a) Clause 36 – Rates of Pay
  - (b) Clause 39 – Higher Duties/Mixed Functions.
  - (c) Clause 40 – Salary/Wage Progression and Reclassification
  - (d) Part 6 – Hours of work, Breaks, Overtime, Shift Work, Weekend Work
  - (e) Clause 56 – Annual Leave Loading.
- 5.3 The conditions of employment and salary applicable to Senior Officers shall be negotiated individually and shall be entered into a written contract of employment. All other Clauses in this Agreement other than those exempted above shall continue to apply.
- 5.4 This sub-clause will only apply where the following conditions are met:
- (a) a copy of the proposed contract is given to the employee or the person proposed to be appointed as an employee within a reasonable time (preferably 7 days) prior to the contract being entered into by the employee or the proposed appointee.
  - (b) the contract is voluntarily entered into by the employee or the proposed appointee; and
  - (c) at the time it is agreed and/or renewed the contract's terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of employment applicable to the employee if employed under the terms described in this Agreement.

#### **6. DATE AND PERIOD OF OPERATION**

The parties have agreed that the effective date for this Agreement to come into operation is 6 December 2017 with an expiry date of 31 December 2018.

The parties to this Agreement have agreed to commence negotiations for a new agreement by 1 July 2018, being six months prior to nominal expiry date of this Agreement.

#### **7. RELATIONSHIP WITH PARENT AWARDS**

- 7.1 This Agreement shall be read and interpreted wholly in conjunction with the relevant Awards, Orders, registered industrial agreements and Memorandum of

Agreement, as mentioned below, provided that were there is any inconsistency this agreement shall take precedence:

- Queensland Local Government Industry (Stream A) Award 2017
- Training Wage Award State - 2012
- Order – Apprentices and Trainees Wages and Conditions (excluding certain Queensland Government entities) 2003

7.2 The minimum wage rates and conditions contained in this Agreement are a comprehensive package of wages and conditions which are intended to supersede entirely the minimum rates of wages and conditions of employment contained in any Award or Agreement which would otherwise apply to the Council in respect of any employee (whether a member of the Unions or not) whose conditions of employment are subject to this Agreement.

7.3 This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings, hours of work, annual leave or long service leave

## **8. PURPOSE AND OBJECTIVES OF THE AGREEMENT**

8.1 The agreement will be flexible, forward looking and engender a customer and community focused workforce. It will be customer focused and have a service delivery ethos. It will support the workforce in sharing common values based on mutual respect and a merit and equity based employment culture which acknowledges and rewards achievement in the delivery of business outcomes. The agreement will be one which reinforces a culture committed to quality and continuous improvement and supports employee development. The agreement will provide common conditions of employment wherever possible to achieve flexibility of deployment, simplicity of management and administration and set a common organisational culture.

## **9. LOCAL AREA AGREEMENTS**

9.1 The parties recognise the need for “across the board” arrangements as outlined in this Agreement, together with supporting Local Area Agreements which address issues of concern for specific sections of the workforce.

Accordingly, it is intended that this be an overarching Agreement and that, progressively, a series of Local Area Agreements (hereafter called “LAA's”) may need to be developed to ensure that all employees and Council have the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.

9.2 The aim of the LAA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.

LAA's are not intended to supplant or in any way derogate from the minimum work conditions set out in the parent Agreement. The parties recognise that a LAA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the relevant Award.



### 9.3 Process for LAA's

LAA's will be encouraged and implemented subject to the following requirements:

- (i) A clear majority of Employees covered by the introduction of a LAA must agree to the change.
- (ii) The LAA will be in writing and will be subject to Agreement between the Council and the Union, and signed by the Council and Branch/State Secretary of the relevant union. The Council recognises that it is the policy of each of the Unions that they will not sign such agreements without 75% of the affected employees agreeing to them.
- (iii) Development of the LAA will involve the Council, Council Employees directly affected and relevant Union/s.
- (iv) The scope of areas covered by the LAA may include all of a service unit or a section or group of employees as determined by the parties. A LAA shall not be made in respect of an individual employee.
- (v) Where local initiatives have implications for other Service Unit/s, employee representatives from the Council's Senior Corporate Executive Team will be invited to participate in the discussions.
- (vi) Where local initiatives seek to alter the Award or this Agreement, the LAA will specify the clauses of the relevant Award and/or this Agreement to be overridden as a consequence of the operation of the LAA:
- (vii) It is acknowledged by the parties that any LAA's agreed to during the life of this Certified Agreement will not form a part of this Certified Agreement, unless a variation to this Certified Agreement is made to incorporate its terms. However by approval of the relevant union(s), a new LAA developed during the life of this Certified Agreement may come into operation prior to the agreement's expiry, provided it does not disadvantage the employees involved.
- (viii) Existing conditions in respect of Team Leaders Waste Collection and Disposal shall continue to apply until varied by the parties to this Agreement in accordance with this Clause.

9.4 The content of the LAA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace.

9.5 Any dispute relating to the operation of a LAA will be managed in accordance with the agreed procedures and the time lines under Clause 19 Dispute Avoidance and Resolution of Grievances clause of this Agreement.

## 10. VARIATIONS

The parties to this Agreement agree that applications for approval of variations to this Agreement as prescribed by Part 7, Division 2, Section 225 of Queensland Industrial Relations Act 2016 may be made during its term.

## 11. UNION REPRESENTATIVES

11.1 The Unions may appoint "in house" Union Representatives or Delegates within a particular Section and/or Business Unit of Council.

- 11.2 These Union Representatives or Delegates may then action, in accordance with their particular Union requirements, matters involving their members within that particular Section and/or Business Unit. Such responsibilities will extend to monitoring pay and conditions, assisting in the prevention and resolution of disputes in accordance with the Settlement of Disputes and Grievances Procedure contained in this agreement and participating in the negotiation of certified or other workplace agreements permitted by relevant legislation.
- 11.3 It is the responsibility of the nominated delegate of the applicable Union's delegates to represent individual members or the union on council wide matters.
- 11.4 Council Management is also prepared to allow any appointed Union Representative or Delegate paid time off to attend appropriate training in this regard.
- 11.5 Union Representatives or Delegates shall be afforded the following rights:
- a) The right to be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
  - b) The right to formal recognition by the Council that endorsed Union Delegates speak on behalf of Union Members in the workplace.
  - c) The right to paid time to represent the interest of Members to the employer and industrial tribunals in accordance with the Settlement of Disputes and Grievances Procedure contained in this Agreement.

## **12. LEAVE RESERVED**

There are no Leave Reserved Items

## **13. NO INDUSTRIAL ACTION /ESSENTIAL SERVICES**

- 13.1 The parties to this Agreement agree they will not undertake any industrial action during the period of operation of this Agreement, save as to protected industrial action which may be undertaken pursuant to Chapter 4, Part 8, "Industrial Action" of the Act.
- 13.2 When members of the Unions parties to this Agreement, either collectively or individually, take industrial action and/or participate in stop work meetings, such Unions will, when requested by the Council shall exempt sufficient members of the respective Union or Unions from continued participation in such industrial action and/or stop work meeting for the period required to carry out the essential services work to be performed by Council.

Provided that the work involved may, if not actioned at the time, affect the health, safety or welfare of the community.

## **14. NO EXTRA CLAIMS**

- 14.1 State Wage Case variations shall not apply during the lifetime of this Agreement. Any Arbitrated Safety Net Adjustments or general adjustments shall be absorbable
- 14.2 It is further agreed by the parties that up to the nominal expiry date of this agreement:

- a) The parties will not pursue any extra wage claims, whether award or over-award;
- b) The parties will not seek any changes to conditions of employment except for those matters reserved by this agreement;

## **15. AVAILABILITY OF THE AGREEMENT**

The Council shall ensure that a copy of this agreement is readily available for perusal by employees. A copy of the agreement will be available electronically on Councils insite webpage and will be available in work areas throughout Council and a hard copy will be provided if requested.

## **PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **16. JOINT CONSULTATIVE COMMITTEE**

Council and the unions, who are party to this agreement, agree to establish and maintain a Joint Consultative Committee.

The purpose of the Joint Consultative Committee is to act as the primary consultation and industrial relations forum between Management and Unions concerning employment and industrial matters at the Council.

Unions and management are committed to achieving effective consultation in the workplace, and agree that cooperative consultation will provide employees with an opportunity, through their unions and committee representatives, to participate regarding decisions by the Council which impact on their working lives and improve productive performance.

The parties commit to the effective operation of the Joint Consultative Committee of Council and will provide the necessary support to successfully implement its agreed terms of reference charter.

### **STRUCTURE AND COMPOSITION**

The Joint Consultative Committee (JCC) comprises representatives of Council Management, and Union Officials and Union Delegates from the unions listed as parties to the agreement who represent employees.

### **TERMS OF REFERENCE**

The Joint Consultative Committee (JCC) may meet monthly but shall meet at least on a quarterly basis, to receive and review information about Council and its workforce, and to monitor all significant change matters that may impact the workforce including but not limited to:

- (i) Consultation on human resource and other employment policies, procedures and guidelines which impact across Council employment or result in significant workplace change

- (ii) workplace issues that have the potential to have a significant impact on employees, including work units, divisions or the entire organisation.
- (iii) monitor and review implementation of the Certified Agreement
- (iv) undertake specific responsibilities and activities in accordance with the current Certified Agreement
- (v) monitor the implementation of change which the Council is undertaking under Clause 27 Notification of Change.

Special meetings of the JCC may be convened by agreement between the joint chairpersons.

The charter of the Joint Consultative Committee (JCC) is attached as Appendix A of this agreement.

## **17. EQUITY & DIVERSITY**

- 17.1 The Council recognises its responsibilities under relevant legislation in relation to ensuring equity and fairness in the workplace, and in addition to legal requirements, it aims to implement policies and practices that go beyond legislative requirements to improve the benefits and workplace for employees. The parties to this agreement are committed to workplace justice, and will work together to develop and incorporate strategies to ensure fair treatment for all employees, including supporting the concepts of Workforce Diversity and Equality.

It is our aim to ensure fairness in our working environment and to ensure that our recruitment and working arrangements are consistent with the aim of assisting employees with family responsibilities to engage in employment without being subject to discrimination and, as far as possible, without conflict between their employment and family responsibilities.

A generally accepted understanding of the term “Diversity” is that it is about acknowledging individual differences in people that arise from a range of backgrounds and lifestyles, and recognising the value of those perspectives and ideas to enhance the quality and outcomes of our work.

- 17.2 The parties commit to ensuring that the Council will in consultation with the unions, through the Joint Consultative Committee (JCC), develop a Diversity & Equality Management Plan which has strategies to address the needs of

- People with Disabilities
- People from Non English Speaking Backgrounds
- Women
- People of Aboriginal and Torres Strait Islander descent

The parties commit also to continuously improve our response to, and actively address issues related to Diversity and Equality issues in our workplace.

- 17.3 Mature Age Apprenticeships/Traineeships

Council recognises that society in general has an ageing population and that future skills shortages could result without interventions to encourage future employment opportunities for the older workforce. The parties therefore agree to actively encourage participation from the older population towards mature

age apprenticeships and traineeships within Council provided that appointment for any such Mature Age Apprenticeships/Traineeships shall continue to be based upon general merit principles applied to applications drawn from a general application pool.

## **18. CONSULTATION AND COMMUNICATION**

18.1 To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end the Joint Consultative Committee (JCC), shall oversee the reforms set out in this agreement and maintain effective two way communication between the Council, its management, the committee itself, employees and the relevant unions.

18.2 The parties are committed to a consultative process, which aims to effect a change in the organisation's culture through cooperation.

To continually improve the levels of trust and working relationships throughout Council it is agreed to:-

- (a) Maintain open and regular lines of two way communications between Directors, Managers, Supervisors, employees and union representatives,
- (b) Deal honestly and fairly with each other,
- (c) Attempt to understand the concerns of others and pursue common objectives,
- (d) Resolve problems cooperatively when they arise and
- (e) Treat everyone with respect.
- (f) Consultation direct with employees will be achieved through the development of appropriate communication tools.

## **19. DISPUTE AVOIDANCE AND RESOLUTION OF GRIEVANCES**

19.1 Effective communication between employees and council management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.

19.2 During any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage, of the imposition of any ban, limitation or restriction,

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

All notifications and responses must be in writing and shall briefly detail the basis of the dispute and/or grievance and the outcome involved. An acknowledgment of the receipt of such grievance shall be made by management within three (3) days.

19.3 Notwithstanding any other provision having application to the Townsville City Council, any grievance or dispute shall be handled as follows:-

### **STAGE 1**

An employee must raise the matter with their immediate Supervisor (e.g. Foreperson and/or supervising employee) and try to solve the problem at this level as soon as possible. You may be accompanied by your Union Representative if you wish,

### **STAGE 2**

If no settlement is reached, and the matter remains unresolved, the grievance should then be referred to your Section Manager. You may be accompanied by an authorised Union Official if you wish. A Human Resources Department representative may become involved as well.

### **STAGE 3**

If the matter is still unresolved it should be referred to the Chief Executive Officer and authorised Union Official who will attempt to facilitate a resolution.

### **STAGE 4**

If a dispute situation still exists, the matter may be referred by either party to the Queensland Industrial Relations Commission for conciliation and finally arbitration if no agreement can be reached. The arbitrated decision of the Queensland Industrial Relations Commission will be binding on the parties,

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

- 19.4 There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 19.5 Sensible time limits shall be allowed for the completion of the various stages of the discussion. Discussion outlined in stages (1) and (2) above should, if possible, take place within 5 working days after the request of the employee or the employee's Union representative. At least 15 working days should be allowed for all stages of the discussion to be finalised.
- 19.6 The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and the Work Health and Safety Act and consistent with established custom and practice at the workplace.

## **PART 3 - PRODUCTIVITY, EFFICIENCY EMPLOYMENT SECURITY & CHANGE**

### **20. EFFICIENT USE OF HUMAN RESOURCES**

- 20.1 An employee may be required by the council to carry out such duties as are reasonably within the limits of the employee's skill, competence and training,

provided such duties are not designed to promote deskilling nor result in any reduction in remuneration

- 20.2 Any employee may be required by the council to carry out such duties and use such tools, equipment and plant as may be required, provided that the employee has been properly trained in the use of such tools, equipment and plant
- 20.3 Any direction by the Council pursuant to subclauses 20.1 and 20.2 of this clause shall be consistent with Council's responsibilities to provide a safe and healthy working environment
- 20.4 When normal work applicable to an employee is not available, including plant or other equipment on a job not being utilised, such employee may be required to carry out general duties as nominated by the council in accordance with subclauses 20.1 and 20.2.
- 20.5 All direction by council pursuant to subclauses 20.1, 20.2 and 20.3 of this clause shall be carried out notwithstanding that the duty may fall within a class of work covered by the eligibility rule of another Union. All such work shall be paid for in accordance with the provisions of the relevant Award if such rate is higher than the employee's normal rate.
- 20.6 Provided that employees will be required to perform duties for which a certificate or a particular qualification or competency is required by law, unless such employee holds or fulfils such a certificate, qualification or competency.

## **21. ABSENTEEISM CONTROL MEASURES**

- 21.1 The parties recognise that Sick Leave is unlike Annual or Long Service Leave in that Sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the employee and family against hardship should they be unable to continue in their normal occupation when injured or ill.
- 21.2 This procedure is designed to equitably scrutinise Sick Leave usage by employees.
- 21.3 Departmental Directors and Managers will receive monthly reports in order to review attendance of employees who have been absent from work. If the results from these reports, initial discussions with the employee and any investigations, by the Director or Manager, show possible unsatisfactory attendance, based on patterns of leave or past history and reasons for the absence, then the following action should be taken.
  - (a) Formally notify the employee of a forthcoming interview between the employee and supervisor. The employee may have a representative present if that employee so requests.
  - (b) If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future and the employee may be required to provide a medical certificate for all absences leave over the following six months. Any uncertificated personal leave will be treated as leave without pay.

- (c) The employee will be entitled to have access to his/her personnel file and to have his/her explanation placed on this file if so requested.
- (d) If the pattern of Sick leave continues, the council also has the discretion to require a second medical opinion by a Council nominated Doctor chosen in consultation with the relevant union. If this second medical opinion is required, the Council will pay for the requested consultation. The Director, in consultation with the employee, may refer the employee to the Council's nominated Employee Assistance Provider. If it is felt that this provider may be able to assist in re-establishing normal work patterns, employees will be encouraged to accept referral as one method for appropriate remedial action.
- (e) The results of the above checks will be recorded on the employee's file. Once the six month period has elapsed the employee will revert back to normal sick leave provisions. Such information shall remain confidential between council and the employees concerned and their representative if appropriate.

21.4 This procedure to manage Sick Leave does not operate to withdraw the Council's right to take termination procedures or other disciplinary action against any employee if that employee is guilty of claiming sick leave pay when that person was not actually sick. Similarly, the above procedures do not remove the employee's right to take the matter to the appropriate tribunal.

## **22. COUNSELLING & DISCIPLINARY PROCEDURE**

22.1 Objectives:

- (a) To enable appropriate action to be taken to rectify unsatisfactory work performance or behaviour
- (b) To provide positive assistance to employees in understanding and meeting standards of behaviour and performance required by Council
- (c) To enable appropriate action to be taken in cases where it is clear that the employee's unsatisfactory work performance or behaviour is unlikely to, or will not, improve to a satisfactory standard.

22.2 This procedure does not apply to behaviour which would justify instant dismissal. The council always has the right to dismiss an employee without notice on the basis of serious misconduct

22.3 This procedure should only be enacted when the performance or behaviour of an individual becomes a matter of concern. If poor performance or behaviour persists, then it is necessary to take further steps and that is why this procedure has been agreed to between parties.

The following procedures shall apply:

### **FIRST STEP**

On the first occasion where poor performance or behaviour becomes a matter of concern the immediate supervisor should speak to the employee and outline the areas of concern and state that the discussion is the first step of Council's Disciplinary Procedure. Record the discussion in the employee's personnel



records and/or in a personal diary, as well as giving written notice to his/her immediate superior and the employee concerned, of the cautionary discussion. This is usually an informal warning and is not a precondition to a formal warning.

The employee may request to have an authorised Union Official or another person present during the meeting, preferably from their immediate work group. Sufficient notice shall be given to allow the employee to contact the appropriate Union Representative or person concerned.

## **SECOND STEP**

If poor performance or conduct persists, or is of such nature that an informal warning would be inappropriate, the employee should be served with a written notice advising that he/she is to attend a Second Step disciplinary meeting regarding their work performance and/or behaviour, whichever is appropriate. Prior to the attendance at this meeting, the employee will be provided in writing, the details of all allegations that will be addressed to allow for adequate preparation to occur for that meeting.

The employee may request to have an authorised Union Official or another person present during the meeting, preferably from their immediate work group. Sufficient notice shall be given to allow the employee to contact the appropriate Union Representative or person concerned.

After the meeting the employee shall be forwarded a written notice summarising the particular work performance failings or behaviour discussed and the necessary corrective measures that need to be taken to rectify the areas of concerns raised at the meeting. The immediate superior shall be supplied with a copy of the written notice.

The authorised Union Representative concerned should also be provided with a copy of the written cautionary notice unless the employee requests otherwise.

## **THIRD STEP**

On this occasion if poor performance or conduct persists, or is of such nature that a First or Second Step warning would be inappropriate, the employee should be served with a written notice advising that he/she is to attend a Third Step disciplinary meeting regarding their work performance and/or behaviour, whichever is appropriate. The immediate supervisor and his/her superior should jointly interview the employee concerned stating that failure to effect an improvement in performance or behaviour may lead to dismissal. This should also be recorded in a written notice given to the employee.

The employee may request to have an authorised Union Official or another person present during the meeting, preferably from their immediate work group. Sufficient notice shall be given to allow the employee to contact the appropriate authorised Union Representative or person concerned.

After the meeting the employee shall be forwarded a written notice summarising the particular work performance failings or behaviour discussed and the necessary corrective measures that need to be taken to rectify the areas of concerns raised at the meeting.

The authorised Union Representative concerned may be provided with a copy of the written notice unless the employee otherwise requests.

## **FOURTH STEP**

On this occasion the employee may be dismissed.

#### 22.4 Outcomes

The employee has been given every opportunity to be aware of dissatisfaction with work performance or behaviour

The employee has been given positive assistance and advice in an endeavour to improve to a satisfactory standard.

Appropriate action is able to be taken if work performance and behaviour are not of a satisfactory standard within a reasonable period of time.

#### 22.5 Documentation

All documentation associated with the outcome of a disciplinary action taken against an employee in accordance with this Disciplinary Procedure shall not be used or held on the employee's personnel file after a period of 12 months following the date of the last relevant memo issued to the employee concerned over the particular incident which initiated the disciplinary action.

### **23. JOB SECURITY**

23.1 The Council is required as part of its responsibilities under the Local Government Act to provide services to and undertake works for the ratepayers and community of Townsville in an efficient and productive manner.

23.2 In order to do this the Council is required to maintain a productive and efficient direct labour workforce and therefore, during the life of this Agreement, the Council will introduce changes in work practices and productivity initiatives, including for the improvement of quality service provision, so as to improve the productivity and efficiency of its workforce. Those changes will be introduced in consultation with affected employees and the unions as provided for in this Agreement.

23.3 The parties are committed to optimising the employment security of employees taking steps to ensure Council has the benefit of a stable and committed workforce through:

- (a) Training and developing employees' levels of skill and ability, and providing retraining when necessary, to ensure that all employees are productively and efficiently employed.
- (b) Providing an environment which supports career development and equal employment opportunity.
- (c) Implementing the consultative mechanisms of this Agreement to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
- (d) Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future, by using other options where practicable, including natural attrition, retraining, redeployment, and voluntary redundancy in accordance with the redundancy agreement Appendix B of this agreement prior to retrenching any employee.
- (e) Introducing measures to increase the security of employees' employment.
- (f) Filling vacant positions in a timely and efficient manner.

## **24. CONTRACTING / OUTSOURCING**

24.1 It is the Council's clear preference to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations unless it can be clearly demonstrated that those works, services and operations would be more efficiently and productively provided through contracting out. The parties agree, however, that an efficient and productive in-house workforce should be competitive with contractors.

24.2 During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council where this would adversely impact on the employment of the current in-house workforce. However Council may determine to contract out works and services in the following circumstances:

- In the event of a lack of available skills in the Council's workforce for the provision of those works or services.
- Where there is a lack of available infrastructure capital or a cost in the provision of technology in order to undertake the works or services.
- That there is a legislative or funding requirement that the works be undertaken by competitive tender or by contract.
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out on the basis that they would be more efficiently delivered by contract.
- Extraordinary or unforeseen circumstances.

## **25. CONSULTATION PROCESS**

25.1 Before making a definite decision to contract out or lease any Council works and services provided by in-house Council employees in accordance with the above criteria, the affected employees, and where relevant their Unions, shall be consulted as early as possible. Such consultations shall occur in accordance with Clause 27 Notification of Change.

25.2 For the purpose of consultation, the relevant Unions will be given all relevant documentation where possible, including the relevant components of the business case that supports Council's decision. It is the responsibility of the relevant Union to participate fully in discussions on any proposals to contract out or lease any Council functions.

## **26. SHARED SERVICES**

While it is not currently Council's intention to engage in any shared resource, joint enterprise or shared service company arrangements, beyond those already engaged in, Council reserves the right to make a determination regarding such arrangements. In the event that Council does determine to engage in such an arrangement the consultation process set out in Clause 27, Notification of Change, will occur following such decision and prior to any implementation of such arrangements where the engagement of such arrangements might adversely affect employees' employment security.

## **27. NOTIFICATION OF CHANGE**

- 27.1 Before making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant union.
- 27.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 27.3 Council shall discuss with the employees affected and the relevant union "inter-alia", the introduction of the changes referred to in subclauses 27.1 and 27.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the relevant union in relation to the changes.
- The discussions shall commence as early as practicable after a proposal has been made by Council to make the changes referred to in subclause 27.1 hereof.
- 27.4 For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to effect employees provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.
- 27.5 Where the Council is proposing to undertake organisational restructuring that has significant effects the Council will provide affected employees' and their relevant union a summary of the proposed changes to the new structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of potentially affected employees, including the Council's proposal to mitigate the effects on each affected employee.

## **PART 4 - EMPLOYMENT**

### **28. TYPES OF EMPLOYMENT**

At the time of engagement Council will inform employees of the terms of their engagement in writing and in particular whether they are to be full time, regular part time, casual or maximum term.

An employee is to be engaged on a fulltime, part time, maximum term, or casual basis. Employees of Townsville City Council will be employed under the following terms of engagement:

- 28.1 Full Time

Full time employment means employment which requires an employee to work 36 ¼ ordinary hours per week or for 38 ordinary hours per week when supervising employees whose full time hours of work are 38 hours per week.

## 28.2 Part Time

Part-time employment means employment which requires an employee to work on a permanent basis; and is employed for less than the ordinary hours as specified under full-time employment. The employment arrangement and pattern of work will be defined and agreed upon at commencement of employment, however may be varied by mutual agreement during the course of employment. A part-time employee shall be paid an hourly rate as prescribed in this Agreement for the classification to which they are engaged. A part-time employee is entitled to the pro-rata benefits of a full-time employee.

A part-time employee is entitled to overtime for hours worked in excess of the hours mutually agreed upon, in accordance with the overtime provision of this agreement.

Part time employees who receive a 10% loading at the time of certification of this agreement shall retain this loading whilst in their current position. For all other employees in this category, no loading shall apply.

28.2.1 Any permanent full time position may be filled by two part time employees on a job sharing basis where job sharing is convenient to the requirements of the Council, the position is suitable for job sharing and there is an agreement between the employees and the Council.

Where either the Council or the employees on a job sharing arrangement identify that there is a need to change or terminate the arrangement, they must consult before and give reasonable notice (at least 4 weeks) before implementing any change or termination.

Job sharing arrangements do not require an equal (50:50) division of the position. The arrangements of the Job Share will be contained in a written agreement signed by the individual employees concerned, relevant supervisor and Chief Executive Officer or delegated authority.

Employees employed on a job share basis shall be entitled to all leave as prescribed by the Agreement on a pro-rata basis. All other provisions of this Agreement shall apply. All arrangements made pursuant to this clause shall be subject to regular review in order to assess the effectiveness of the position being performed on a job share basis. The concerned employees with the support of their union if they wish and the Council, shall jointly conduct the review.

## 28.3 Casual

Casual employee shall mean an employee engaged and paid as such by Council, who is employed on an hourly basis, and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement period.

### 28.3.1 Hours of Duty & Meal Breaks - Casual employee

The ordinary hours of duty of casual employees shall be the same as full time employees in their relevant classification stream. These ordinary hours shall be worked between the hours of 6.00am and 9.30pm

Mondays to Fridays, both days inclusive; and between the hours of 6.00am and 12.00 noon on Saturdays.

### 28.3.2 Minimum Period of Engagement - Casual employee

Casual employees shall be provided with a minimum period of three hours work on each engagement or be paid for a minimum of three hours at the appropriate casual rate. Provided that full-time students engaged as casuals in libraries shall be provided with a minimum period of two hours work on each engagement or be paid a minimum of two hours at the appropriate casual rate.

### 28.3.3 Rates of Pay—Casual Employee

Casual employees are paid at the rates prescribed in Appendix C the Schedule of wages, with the following loadings applicable.

For all ordinary time worked between		Loading on hourly rate
6.00 a.m. and 6.00 p.m.	Mon-Fri (both inclusive)	25%
6.00 p.m. and 9.30 p.m.	Mon-Fri (both inclusive)	31%
6.00 a.m. and 12 noon	Saturdays	31%

### 28.3.4 Overtime - Casual Employee

All time worked by a casual employee outside of or in excess of the ordinary hours of duty prescribed in this agreement 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.

### 28.3.5 Casual Conversion

A casual employee working on a systematic and regular basis within the ordinary time span of hours (6am to 6pm, Monday to Friday) for a period of 6 months has a right to request that their employment be converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue. The Council shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure. The conversion of the position shall not be unreasonably withheld. The Council shall advise the employee in writing of their right to request to have their employment converted to full-time or part-time employment.

An employee whose position is converted to an ongoing position within the organisational structure shall be employed as either a part-time or full time employee according to the pattern of ordinary hours worked in the preceding 6 months period or otherwise by mutual agreement in writing.

An employee must not be disengaged and re-engaged to avoid any obligation in relation to this.

### 28.3.6 Other Conditions - Casual Employee

The provisions of clauses pertaining to Leave and Hours of Work shall not apply to casual employees, unless provided within the clause. Casual employee entitlements to sick leave, bereavement leave, personal leave, and long service leave are provided in the relevant clauses of this agreement;

A casual employee engaged on a continuous basis for a period exceeding 12 months shall be entitled to a minimum of 2 weeks notice.

#### 28.4 Maximum Term

28.4.1 Maximum term employment means employment for a specified period of time or for a specified task or specified role and which (subject to “notice of termination” requirements) may be terminated at any time by Council or by the Employee. A completion date for the employment arrangement is provided to the employee at the time of offer.

A maximum term contract can be terminated in accordance with Clause 33, Termination of Employment, of this agreement by the Council only in the following circumstances:

- By written agreement with the employee; or
- In the event of employee “incapacity” which prevents the employee from performing his or her duties under the agreement; or
- Without notice in the event of misconduct; or
- In the event of poor work performance provided that before such termination Council has followed the provisions of Clause 22, Counselling and Disciplinary Procedure
- The Council and the employee may agree in writing that the balance of the contract, in whole or in part, will be worked by the employee.

An employee employed on a maximum term contract in accordance with this clause may terminate a contract by the giving of four weeks notice or the forfeiture of wages for any shortfall in the four weeks period of notice.

This clause shall apply to an employee employed on a maximum term contract except to the extent that the agreement expressly provides that it does not apply. The provision of Appendix B (Redundancy Agreement) will apply to an employee employed on a maximum term contract except where the contract runs its full term.

28.4.2 A maximum-term employee who has worked more than three consecutive contracts or a period of two years in a single position has the right to request to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue and provided that the maximum-term appointment was not for a specific project or relieving staff on leave for a specific period of time where there is a defined end date.

The Council shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure.

The Council shall advise the employee in writing of their right to request to have their employment converted to full-time or part-time employment.

Unless otherwise agreed maximum-term employment conversion to either permanent full-time or part-time will be based on the average hours worked over the period of employment taking into consideration the business needs and workforce composition.

A maximum-term employee must not be disengaged and re-engaged to avoid any obligation in relation to this subclause.

## **29. PROBATION**

- 29.1 An employee, upon commencement, shall serve an initial probationary period of three months.
- 29.2 During the probationary period, the achievement of learning objectives, commitment to safety and council values, efficiency, work quality, performance, conduct and attendance will be assessed.
- 29.3 Employees who have completed a probationary period to the satisfaction of council shall not be required to undertake an additional probationary period in the event of reclassification, promotion, or job change, provided the employee's service is unbroken.

## **30. PERFORMING WORK FOR MORE THAN ONE COUNCIL**

Where an employee is employed by more than one Council, the employee shall be paid at the rate of salary/wage prescribed for the relevant classification plus 10% and the employee's salary/wage shall be paid pro rata by each Council on a basis to be mutually arranged by all the parties and their representatives if they request this.

## **31. MIXED CONTRACTS OF EMPLOYMENT**

In addition to the provisions of their primary contracts of employment full-time employees may also be engaged on a casual basis for duties in a separate engagement in a Department, Section or Business Unit of council.

- (a) Such engagement shall be subject to the following conditions:
- (b) That work required to be performed in a separate engagement is not within the primary contract of employment position/job description of the employee concerned.
- (c) The separate engagement is to meet a specific purpose.
- (d) The separate engagement enables the employee to attain additional remuneration and/or skills.
- (e) The separate engagement must be at the instigation of the employee and be subject to mutual agreement between the council and the employee concerned.
- (f) The separate engagement is not designed to avoid overtime obligations, but genuinely meets the tests set out in items (a) to (d) above.

## **32. ABANDONMENT OF EMPLOYMENT**

- 32.1 An employee will be deemed to have abandoned his/her employment in the event of absence from work for seven (7) consecutive rostered days/shifts without prior notice or explanation.



- 32.2 The employee's supervisor or manager will make reasonable attempts to contact the employee and where he/she forms the conclusion that there is no other explanation for the absence, other than abandonment of employment, the employee will be terminated.
- 32.3 In such circumstances, the employee will be entitled to payment for work undertaken until the conclusion of the last shift worked, any outstanding leave entitlements less any other amounts owing to the Council including, but not limited to, cash advances on pay, the value of uniforms and company property not returned.

### **33. TERMINATION OF EMPLOYMENT**

- 33.1 In order to terminate the employment arrangement (by either party), the period of notice specified in the table below shall apply unless the parties mutually agree otherwise:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 33.2 In addition to the period of notice listed immediately above, where the Council is providing the employee with notice to terminate, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 33.3 Payment in lieu of the prescribed notice must be made if the appropriate notice period is not required to be worked. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Council would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the employee's ordinary hours of work (even if not standard hours); and
  - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (c) any other amounts payable under the employee's employment contract.
- 33.4 This notice period may be reduced without penalty by the Chief Executive Officer, where an employee, by written request, can demonstrate detrimental impact resulting from compliance with this clause.
- 33.5 The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;

- (b) to employees engaged for a specific period of time or for a specific task or tasks, including apprentices and trainees covered by a training contract for a specified term;
- (c) casual employees, except as provided for in subclause 28.3.6

33.6 Where the Council has given notice of termination to an employee for a reason other than redundancy, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Council.

#### **34. REDUNDANCY**

The Councils Redundancy Agreement is attached as Appendix B.

#### **35. TRANSMISSION OF BUSINESS**

35.1 This clause will apply where the Council:

- (a) Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- (b) Transmits to a new employer the business or any part of the business covered by this Agreement.

35.2 Where the Council proposes to transmit the business or any part of the business, the Council shall:

- (a) Notify the employees affected and the unions of the proposed transmission; and
- (b) Discuss with the employees affected and the unions the effect of the transmission of business.

The discussion will commence as soon as practicable after a decision has been made by the Council to transmit the business or part of the business.

The Council will consider and respond to any reasonable concerns raised by employees and the unions about the terms of the proposed transmission. In the event of a dispute about the Council's response to concerns raised by employees, the disputes settling clause of this agreement will be utilized to resolve these concerns.

The Council shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the unions and the proposed new employer.

35.3 The Council shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

35.4 The Council shall require part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer that the new employer recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:

- (a) Annual Leave
- (b) Long service leave
- (c) Personal/carer's leave
- (d) Redundancy

of any employee of the Council transferring to work for the new employer, that the new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause, and that any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment.

To avoid doubt, the period of employment which the employee has had with the Council or any prior employer which has been recognised by the Council shall be deemed to be service of the employee with the new employer, for all purposes.

35.5 In the event that an employee chooses not to accept work with the new employer the Council will seek to redeploy the employee in accordance with the Appendix B, Redundancy Agreement, and if it is unable to do so apply the retrenchment provisions of the Agreement.

35.6 Any dispute over the application of the Redundancy Agreement may be referred to the QIRC in accordance with the provisions of the dispute settling clause of this agreement.

## **PART 5 - PAY RELATED MATTERS**

### **36. RATES OF PAY**

The rates of pay in Appendix C are inclusive of the 2.75% increase to take effect from the pay period commencing 6 December 2017.

Council may permit its employees to undertake other work or to accept some subordinate office in addition to the duties attached to any particular position for which a rate of salary/wage is provided for in this agreement. For such extra work they may receive extra pay, but such extra work and extra pay shall not in any way affect the salaries/wages fixed by this agreement, for their ordinary work, nor shall such employees be deemed to be regular part-time workers by the mere fact of their undertaking such extra work by their receiving such extra pay.

36.1 Junior Rates

Unless Clause 40, Salary/Wage Progression and Reclassification, provides otherwise, the following rates apply to employees under 21 years of age, who hold Level 1 positions.

Years of Age	% of First Increment Level 1
17 years or under	60%
18 years	70%
19 years	80%
20 years	90%

Employees 18 years and under 19 years who perform duties other than those expected of an adult shall be paid 80% of the minimum rate applying to Level 1:

**37. SUPERANNUATION FUND**

37.1 For the purposes of this agreement the parties have agreed that pursuant to the federal government choice of fund legislation the approved fund shall be the Local Government Superannuation Fund (LGIASuper).

37.2 This agreement binds the Council to pay such superannuation payments only into the approved fund on behalf of all employees both current and future for the life of the agreement. This agreement further binds all employees, both current and future to have superannuation payments paid into the approved fund on their behalf for the life of the agreement.

37.3 The Council contribution to employees' superannuation for contributing employees shall be 13% of the employees' ordinary time earnings subject to the employee contributing a minimum of 6% of their ordinary time earnings. Employees may contribute more than the minimum in accordance with Clause 38, Superannuation Salary Sacrifice, below.

**38. SUPERANNUATION SALARY SACRIFICE**

38.1 Definitions

For the purpose of this clause:

"Eligible Employees" shall mean full time or part time employees who are contributing members of the Scheme.

"Salary" shall be as defined by the LG Super Scheme,

"Salary Sacrifice" is an arrangement whereby an employee who is a member contributes to a superannuation fund amounts from his or her gross (i.e. 'before tax') pay. This is achieved by the employee electing to "sacrifice" a percentage of his or her taxable salary and have that amount, less any government levy or tax payable, paid into the superannuation fund by the employer on the employee's behalf.

- 38.2 The rules of the Scheme permit contributing members of the Scheme to voluntarily make additional contributions beyond the full contributing member's standard contribution required by the Scheme. These additional contributions may be made by salary sacrifice.
- 38.3 Contributions made by salary sacrifice are referred to as "Top-up" contributions.
- 38.4 The maximum amount of voluntary contributions by the member when added to the other employer contributions made by Council shall not exceed the Australian Tax Office's Age Based Contribution Limits and in any event shall not reduce the wages of the employee below that required to meet any order of a court, child support agency, garnishee or like impost on that employee's pay.
- 38.5 There can be no retrospectively involving salary sacrifice, the election to sacrifice must occur and be processed before the entitlement to the payment, which is being sacrificed, arises.
- 38.6 Employees wishing to do so must nominate the amount of salary sacrifice they wish to make in writing.
- 38.7 The employee may fulfill the obligation to make full contributing member's standard contributions to the Scheme (employee contributions) by sacrificing an amount equal to that employees required member contributions.
- 38.8 All salary sacrifice arrangements shall be processed through the normal Council payroll facility and remitted to the fund according to the LG Super schedule for contributions, the costs of internal administration of this facility by the Council being borne by the Council.
- 38.9 The amount to be sacrificed will be deducted from the employees' gross wage prior to taxation being applied. This will reduce the employee's taxable income by the amount of the sacrificed component.
- 38.10 For the purposes of payment for leave loading, overtime and percentage based allowances; the hourly rate which will apply will be the hourly rate which would otherwise apply if no salary sacrifice arrangement were in place.
- 38.11 The salary sacrifice will cease upon termination of employment. The "pay out" of outstanding entitlements upon termination will be calculated without salary sacrifice.
- 38.12 Employees may withdraw from their current Salary Sacrifice arrangements by notice in writing to the Council's pay office up to one month after the date of certification of this Agreement. After that time employees may only withdraw from the salary sacrifice or alter the level of salary sacrifice with effect January 1, and or July 1 by giving notice to the Council's pay office in writing of at least two pay periods in advance.
- 38.13 'Top up' voluntary contributions made by salary sacrifice will be preserved as required by the legislation governing the conduct of the Superannuation Scheme.
- 38.14 Full contributing member's standard contributions (employee contributions) made by salary sacrifice will be preserved as required by the legislation governing the conduct of the Superannuation Scheme.

- 38.15 Salary sacrifice is a voluntary arrangement; the employee issuing instructions is responsible for the outcome of the arrangement. It is strongly recommended that an employee contemplating salary sacrifice first obtain competent financial advice before issuing instructions to Council
- 38.16 In the event that changes in legislation, the Income Tax Assessment Act, Tax office determinations or rulings remove the Council's capacity to maintain the salary sacrificing arrangements offered to the employee pursuant to this Agreement, the Council will be entitled to withdraw from the salary sacrificing arrangements by giving notice to each employee likely to be affected

### **39. HIGHER DUTIES/ MIXED FUNCTIONS**

Higher duties/ mixed functions for all employees shall be in accordance with the full provisions of the Award.

### **40. SALARY/WAGE PROGRESSION AND RECLASSIFICATION**

- 40.1 Employees will be classified in accordance with the classification definitions contained in the Award.
- 40.2 Every position within Council will have a position/job description. To achieve this outcome, a position/job description is required before any vacancy is advertised internally or externally.

All position/job descriptions will ultimately be accessible through the intranet.

Position descriptions shall be used as the primary source of classifying positions. The Council will continue to provide to each employee a position description which clearly and accurately identifies as a minimum:

- The requirements of the job; and
- The competencies, skills, knowledge, experience, qualifications and/or training required; and
- The responsibility level of the position; and
- The organizational relationship of the position; and
- The accountability/ extent of authority of the position

Position/job descriptions are to be reviewed by the Council in consultation with the employee at least annually.

The position shall be evaluated and considered against the classification definitions contained in the relevant parent awards.

- 40.3 Any employee may make a written request for a review of their position classification on an annual basis or at the time of the Achievement Planning review.

Where an employee requests a review of their position classification the Council will provide the employee with written confirmation that their application has been received and will identify the person who will be arranging for the classification review to be undertaken.

The grounds for which a request for review may be made are, having regard to the classification definitions, as specified in the relevant award as follows:

- Identifiable changes in the nature and work value of the duties performed;
- Increases in responsibilities;
- Change in the skills, knowledge and experience required to undertake the duties of the position

Such that the duties of the position as required to be performed by the individual, when assessed against the classification definitions, place the position in a higher band within the award.

- 40.4 Within three months of receipt of the application, the Council shall supply the applicant with a written response detailing the outcome of the application.

Should the position being reclassified, the date of effect of the reclassification shall be the date that it is determined by management that the job has changed, which will be no later than the date the application was made.

- 40.5 On initial appointment of an employee, the Council shall give consideration to an employee's previous relevant experience in order to ascertain the appropriate salary point for the person.

Any disagreements regarding this outcome of this process will be dealt with accordance with Clause 19, Dispute Avoidance and Resolution of Grievances, of the agreement.

- 40.6 Incremental Increases

Movement to the next highest salary point within a level will be by way of annual increment subject to the employee having performed satisfactorily for the prior twelve months in accordance with the Achievement Planning process. Where no achievement planning review is in place, the employee will automatically advance to the next increment within the level unless the employee is under counselling for poor performance in accordance with Clause 22, Counselling and Disciplinary Procedure, Second Step.

## **41. SALARY PACKAGING**

- 41.1 The pay rates prescribed in this agreement may be taken by means other than money by an arrangement that:

- (a) complies with current taxation rules;
- (b) Is of no additional cost to Council now or at some future time; and
- (c) Is to be no less favourable to the employee than the entitlements otherwise available under this agreement,

And shall be subject to the following provisions:

- a) The salary packaging agreement, the terms and conditions of which shall be in writing and signed by both the Council and employee, shall detail the components of the total remuneration package. A copy of the agreement shall be made available to the employee.
- b) The configuration of the salary package shall remain in force for the period agreed between the Council and employee. Employees opting to participate in salary sacrifice opportunities must maintain participation for 12 months before being eligible to opt out of the scheme.

Where at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised by agreement between the Council and the employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to the usual taxation requirements.

The salary for superannuation purposes shall be the salary as provided in this Agreement.

Council is willing to facilitate appropriate training for staff who desire to undertake salary packaging arrangements to assist them to comprehend the issues involved.

- 41.2 Salary sacrifice will be available in accordance with the maximum allowable under the ATO guidelines only where Council does not incur a tax liability and will be subject to Council guidelines.

All employees are to obtain independent financial advice outlining limitations before salary sacrificing. Proof of such advice may be requested by Council.

## **42. PAYMENT OF SALARY/ WAGES AND RECORD KEEPING**

### **42.1 Payment of Salaries and Wages**

Payment of salaries and wages shall be made by Electronic Funds Transfer (EFT) to a financial institution with EFT facilities nominated by the Employee in accordance with the Award.

Payment shall be made on the Friday following the close of the pay period.

The Council will administer pays so that they will be available from each financial institution by 9.00 a.m. on the Friday following the close of the pay period. If through circumstances beyond the control of the Council that timeframe cannot be met, pays will be available no later than 12.30 p.m. that day, otherwise employees will, upon demand by the employee, be paid a cash advance on request to the Pay Office.

- 42.2 At a time determined by Council during the term of this Agreement pay periods will change from weekly pay periods to pay periods of two weeks duration.

At a time determined by Council during the term of this Agreement pay periods will change from weekly pay periods to pay periods of two weeks duration provided that:

- (i) Council gives notice to all employees affected at least four weeks before the change is implemented;
- (ii) The pay day will change from a Friday to either a Tuesday or Wednesday to be paid in the second week only of the fortnightly period;
- (iii) Pay will be paid on the basis of one weeks pay in advance and one weeks pay in arrears;
- (iv) On resignation or termination of employment, employees will be required to repay the one weeks pay in advance (or any portion of it) and this will be repaid at the rate at which it was paid as at the commencement of this Agreement.
- (v) Council will provide written notice where requested by an employee to the employee's financial institution of fortnightly pays notifying them of the change of pay date.



- 42.3 Employees proceeding on Annual Leave, Long Service Leave or Parental Leave may request on the Application for Leave form for payment to be made on each pay cycle or prepaid prior to commencing leave. Council will process pays so that they will be available from each financial institution on the Friday following the end of each pay period.
- 42.4 Council shall maintain records of all employees in its employ, and such records shall, as a minimum requirement, incorporate the following particulars:
- date of commencement of employment;
  - date of termination of employment;
  - classification of employee at dates of commencement and termination of employment;
  - salary at termination of employment;
  - total period of service in years and months;
  - details of Local Government Superannuation Scheme contributions;
  - long service leave exhausted during the period of service, or period therefore on termination of service;
  - Accumulated sick leave at termination of employment.
- 42.5 Council will provide to employees detail of all accrued leave entitlements on their individual pay slip advices. Such accrued entitlements will be showed on payslip for Annual Leave, monthly for Sick Leave and after seven years, yearly for Long Service Leave.
- 42.6 On termination of service, an employee may request a statement of service setting out full employment details as listed in this clause.

### **43. ALLOWANCES**

#### 43.1 Application of Award Allowances

Except as provided in this Agreement allowances shall be paid as provided for in the Award.

#### 43.2 Additional Allowances

In addition to the allowances provided for in the relevant parent awards the following allowances shall apply where applicable:

##### 43.2.1 Reimbursement of Telephone Calls

Telephone charges will be reimbursed in accordance with Council telephone business use policy.

##### 43.2.2 Palm Island Allowances

Any employee of Council who voluntarily agrees to a request from management to carry out work on Palm Island shall be entitled to:

###### 43.2.2.1 Overnight Stay

Free travel and accommodation costs plus a Palm Island Daily Allowance of \$70.91 to cover meals, groceries and special environmental conditions plus an Incidental Allowance of \$16.98

#### 43.2.2.2 Daily Visits

An Incidental Daily Allowance of \$16.98 plus reimbursement daily for all meals.

#### 43.2.3 Living Away from Home

Provision of accommodation, meals and allowances paid to employees, including incidental allowances, shall be in accordance with Council's policies with regard to employees who are required to work such distances that they cannot return home at night, provided that where camp accommodation is provided within the boundaries of Townsville City, employees shall be entitled to the relevant award provisions.

#### 43.2.4 Plant Ticket Training

Where Council requires an employee to have a certificate of competency to operate plant Council will provide the upfront costs associated with the training to obtain that certificate of competency.

#### 43.2.5 Annualisation of Allowances

The Council may agree with any group of employees for the annualisation of allowances otherwise payable to them under the relevant award and this agreement.

Where such agreement is reached it shall be in writing, shall clearly set out the terms on which the agreement operates and shall be agreed to by the majority of employees in the work group to which it applies.

### 43.3 Indexing of Allowances

The allowances in Clause 43.2 shall be indexed on the anniversary dates of the commencement of this Agreement by the percentage increases stated in Clause 36.1 Rates of Pay of this Agreement.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **44. HOURS OF DUTY**

44.1 The ordinary hours of duty of employees covered by this agreement shall be as prescribed in sub clause 44.2, except where the employee works his or her ordinary hours of duty in accordance with sub clause 44.3 or 44.7.

44.2 The ordinary hours of duty of employees shall not exceed 36.25 per week or 7.25 hours per day, to be worked Monday to Friday, both days inclusive, between the hours of 6.00am and 6.00 p.m.

Provided that by agreement in writing between the Council, the employee or employees concerned and the appropriate Union, such ordinary hours of duty may be worked on any five out of seven days per week including Saturday and Sundays in which case the provisions of Sub clause 44.4 shall apply.

Provided further that employees shall be entitled to two consecutive days off per week.

44.3 Employees who work a nine-day fortnight shall do so in accordance with the system of hours contained in Clause 45, Nine Day Fortnight Flexible Working Hours Arrangement, and conditions contained in the Nine-Day Fortnight Operational Guidelines.

Provided that by agreement in writing between the Council and the appropriate union, such ordinary hours of duty may be worked on any nine out of fourteen days per fortnight including Saturdays and Sundays.

44.4 Ordinary hours worked on Saturdays and Sundays shall be paid for at a rate of double time except where the Saturday or Sunday is a Public Holiday in which case the provisions of Clause 60, Public Holidays, shall apply.

44.5 Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement in writing between the Council and the appropriate Union.

Ordinary daily hours shall be worked consecutively with a break of not less than half an hour or more than one hour for a meal to commence no later than five hours after starting time each day.

44.6 Where work requirements dictate, employees who have other workers under their immediate supervision and Building Inspectors and their Assistants, Water Employees and their Assistants, Inspectors of Waste Water and Water Installations and their Supervising Inspectors shall alter the time of taking their scheduled meal break to coincide with such workers. Provided such meal break shall commence no later than six hours after starting time each day.

In such circumstances the meal break shall be not less than a half-hour duration. By agreement between an employee and the Council the difference as between the meal break taken and the usual meal break of the employee, may be taken on the day in question as time in lieu and if it is not so taken it shall be paid as overtime.

44.7 The ordinary hours of duty of employees having other workers under their immediate supervision shall if so determined by the Council be the same as the

ordinary hours of the workers supervised, subject to the conditions prescribed by sub clauses 44.8 and 44.9 hereunder:

Provided that this sub clause shall not apply to employees holding professional qualifications, and for the purpose of this sub clause Engineering Surveyors shall be deemed to be included in that category:

- 44.8 Where it is necessary to establish an hourly rate for the purpose of calculating overtime, notwithstanding the ordinary hours of duty pursuant to this sub clause, the divisor used shall be 36.25.
- 44.9 Such employees shall, whilst supervising workers covered by other Awards of the Queensland Industrial Relations Commission who are in receipt of allowances or special rates, as listed hereunder, that are prescribed by those Awards, and when actually subject to the disabilities which attract those allowances or special rates, be paid such allowances in the same terms and for the same periods as those applicable to the workers:
- 43.9.1 The construction, reconstruction, alteration, repair and/or maintenance allowance.
- 43.9.2 Any special site rate prescribed by a relevant State Award or Awards by way of compensation for disabilities associated with work on a particular construction site or project.
- 43.9.3 Any work disability rate or allowance prescribed by a relevant State Award or Awards to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions.
- 44.10 Where an employee is entitled to an allowance under any other provision of this award and is also entitled to a special site rate or disability allowance under this sub clause in respect of the same disability then such employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.
- 44.11 Sub clauses 44.8 and 44.9 of this sub clause shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, Industry payments or increments for service, tool allowances or allowances payable to special classes of employees, in consideration of circumstances unrelated to general industry conditions. Further the term "workers" shall include all employees whose classifications are contained in Awards of the Queensland Industrial Relations Commission.

## **45. NINE DAY FORTNIGHT FLEXIBLE WORKING HOURS ARRANGEMENT**

- 45.1 This agreement will replace all previous agreements from the amalgamated entities, either in written or oral form, to change hours of work to facilitate a nine day working fortnight for employees.
- 45.2 Management may exclude some positions within the council from the provisions of this Nine Day Fortnight Agreement where the participation in this arrangement would prejudice the efficient operations of the Council's Business.
- Where council makes a decision to exclude a position from the nine (9) Day Fortnight Agreement, Council shall notify and consult with the employee's relevant union in accordance with Clause 27, Notification of Change. As part of the notification to exclude a position, Council shall outline in writing the reasons

why working other than the 9 day fortnight is necessary for the efficient operation of the Council's business.

- 45.3 Employees participating in the rostered day off (RDO) arrangement will work their ordinary hours for the fortnight across nine days to allow for the one day RDO.
- 45.4 Administrative employees employed under a 36.25 hour week arrangement will work 72.5 hours across a nine day fortnight with scheduling of hours to be coordinated by managers.
- 45.5 Employees participating in this arrangement will be entitled to their RDO on a Monday or a Friday, with the Manager or Director of the section being responsible for the implementation of the RDO roster.
- 45.6 Notwithstanding the above, where the Director is of the opinion that the taking of RDO's is prejudicial to the efficient operation of Council business, as an alternative to excluding the position from the provisions of the nine day fortnight, the Director may decide that the RDO if taken on an alternative day may be more beneficial. In these circumstances the Director will consult with the affected employees to reach agreement on the alternative day for the RDO to be taken. Agreement will not be unreasonably withheld and where agreement can not be reached the disputes process at stage 3 will be accessed.
- 45.7 Employee initiated changes to scheduled RDO's are permitted in consultation and with management approval and subject to the maintenance of customer service levels and job progress.
- 45.8 Where an RDO falls on a recognized public holiday the manager, through consultation will schedule the RDO's either before or after this holiday.
- 45.9 During a fortnight in which Sick Leave is taken, employees may request that this day be taken as their RDO, with no reduction in Sick Leave credit.
- 45.10 Annual leave entitlements shall be recorded in hours and fractions thereof. Absences on Annual Leave will be taken in accordance with the ordinary span of hours/ roster worked. During fortnights in which Annual Leave is taken employees shall be entitled to take their RDO off, with no reduction in Annual Leave credits.
- 45.11 On jobs where progress is critical, or to take advantage of seasonal conditions, or periods of short-staff, such as extended sick leave, Annual Leave or Long Service Leave in service delivery units, employees may be required by management to bank up to a maximum of five (5) RDO's. In other than emergency situations, the employee must be given at least one (1) week's notice by Management and consideration shall also be given to the employee's individual circumstances. This provision is included to maintain and improve productivity and customer service, and reduce penalty payments during this situation.
- 45.12 Banked RDO's should be taken at the completion of the project or return to normality to staffing levels, or may be accrued by mutual agreement and dependent upon operating requirements. In respect of banked RDO's which cannot be taken at a mutually agreed time, RDO's shall be accumulated and, if not taken within six (6) months, will be taken in conjunction with the next period of Annual Leave. The banked RDO will be paid in the pay period in which it is taken.

- 45.13 All banked RDO's are to be taken within six (6) months of being accumulated and should be taken before utilizing Annual Leave or Long Service Leave accruals.
- 45.14 If the employee leaves the employment of Council for any reason, any accumulated or banked RDO's shall be paid to the employee at the ordinary rate of pay applicable when the accumulation took place.

## **46. OVERTIME**

- 46.1 Except as otherwise provided in this clause overtime worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.
- 46.2 An employee in receipt of salary equal to or in excess of the first increment Level 6 on the General Salary Scale may upon claiming for overtime be given time off equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the ordinary weekly hours. Such time off shall be taken by mutual agreement within three months of the date of its accrual or it shall lapse except where the request for the taking of such time off is refused by the Council whereupon the overtime accrued shall be immediately paid at the overtime rates which would otherwise apply except for the provisions of this paragraph.
- 46.3 Provided that by mutual agreement between employees in receipt of salaries prescribed by Levels 3 to 5 of the General Salary Scale and the Council, the employee may upon claiming for overtime be given time off in lieu of overtime payments in the same terms prescribed by sub clause 46.1 hereof.
- 46.4 All overtime whether planned or unplanned performed on Saturday and Sunday shall be paid for at the rates of no less than double time with a minimum payment of no less than 3 hours.
- 46.5 All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.
- 46.6 An employee recalled to work overtime whether notified before or after leaving the usual place of employment and who returns to home on the completion of such overtime worked, shall be paid for a minimum of three hours work at this overtime rate for each time the employee is so recalled: provided that the employee shall not be required to work for such three hours if the work the employee is required to perform is completed within a shorter period.
- 46.7 Sub clauses 46.1, 46.4 46.5 and 46.6 of this clause shall not apply to employees performing shift work as defined in Clause 3 of the Award, who shall be paid overtime as specified in that clause.
- 46.8 Any employee required to work overtime which commences or finishes at a time when the employee's normal means of private or public transport is not available at that time shall either be provided with transport or be reimbursed the cost of a taxi fare, as appropriate.
- a) From the employee's home to the place of employment; and/or

- b) From the place of employment to the employee's home.
- c) Provided that the maximum reimbursement for such journey shall be limited to journeys of no more than 15 kilometres each way.
- d) Provided this provision does not apply to Executive Officers.
- e) Overtime rates Monday to Friday be paid at the rate of time and a half for the first two hours and double time thereafter
- f) Toil to be banked at the rate in which was accrued i.e. overtime rates

#### **47. CONSECUTIVE HOURS OFF DUTY AFTER OVERTIME ON A SUNDAY**

- 47.1 An employee who works so much overtime that they have not had at least 10 consecutive hours off duty during the 15 hours immediately preceding their ordinary commencing time on a Monday (or Tuesday if the Monday is an RDO or Public Holiday), shall be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:
- 47.2 Provided that this sub clause shall not apply to an employee required to work overtime which commences within the period of ten hours immediately preceding their ordinary commencing time on Monday (or Tuesday if the Monday is an RDO or a Public Holiday), and where the period of overtime worked cumulatively is less than five hours.

#### **48. 10 HOUR BREAK – WEEKDAYS**

- 48.1 An employee who works so much overtime between the termination of the employee's ordinary work on the one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub clause, be released after the completion of such overtime until the employee has had ten consecutive hours of duty without loss of pay for ordinary working time occurring during such absence.
- 48.2 If such employee is instructed to resume or to continue work without having had such ten consecutive hours off duty, the employee shall be paid at double ordinary rates (unless on a Public Holiday in which case the overtime rates of Clause 60, Public Holidays, shall apply) until the employee is released from duty for such period, and such employee shall be entitled to be absent until such employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.

No clause in the Award has any effect to prevent the taking of breaks as described herein.

#### **49. BREAKS BETWEEN SHIFTS**

- 49.1 To ensure the health and safety of employees, rosters shall ensure a rest period of no less than 10 hours is required between the completion of work (on that day/ shift) and the recommencement of work for that employee.

## **50. EMPLOYEES REQUIRED TO WORK UNUSUAL WORKING HOURS NOT CLASSED AS SHIFT WORK**

- 50.1 This clause shall apply to employees employed in the following areas:-
- Civic Theatre
  - Mall
  - Art Gallery
  - Corporate Communications
  - Community & Cultural Development
  - The Strand
  - Riverway
  - Any other areas identified and agreed with the Unions.
- 50.2 Employees in these areas who by mutual agreement between the employee concerned and the Council are required to work unusual hours shall be paid a 15% loading of ordinary salary to compensate the employee for working irregular hours. The ordinary working hours of these employees shall not exceed ordinary working hours as per the relevant parent award.
- 50.3 Such ordinary working hours may be worked on any five days, Monday to Saturday (both days inclusive), subject to appropriate weekend penalty rates, according to a roster, which shall provide for two consecutive days off in each week. The roster shall be prepared and displayed to the employees concerned at least two weeks in advance, and shall not be varied except by mutual arrangement between the employee or a majority of the employees concerned and the Council.
- 50.4 The ordinary daily hours shall be worked continuously except for meal hours of not less than half an hour or more than one hour's duration, which shall not be counted as working time, to be taken at times mutually arranged.
- 50.5 Provided that no employee shall be required to work continuously for more than five hours without a meal break, and if such meal break is not given, double time shall be paid (except in the case where the employee is working on a Public Holiday, in which case the overtime rates for Public Holidays shall apply) for all time worked after the fifth hour until a meal break of half an hour is given or the employee ceases work whichever is the earlier.
- 50.6 Within the abovementioned limits, the Council shall have the right of fixing starting times, ceasing times and meal times, and such times shall not be altered without giving at least five days' notice, such notice to be exhibited so as to be readily available to the employee concerned.

## **51. FLEXIBLE WORK PRACTICES AND MODERNISATION**

- 51.1 In addition to the flexible working arrangements available within this agreement to support work and family harmony, the parties agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

Further implementation of flexible work practices will be subject to operational requirements, employee support and cost to the Council. By agreement in



writing between Council, employees and their relevant Unions in a section or sections of work, or individual employees, local flexible work practices can be reached involving the following provisions:-

- a) Span of hours;
- b) Rostering and Work Cycles, and the averaging of hours;
- c) Roster breaks;
- d) Timing of rest pauses, meal breaks and annual leave;
- e) Period of Notice;
- f) Other matters by agreement in writing between the parties.

51.2 Without limiting the options for arrangement of work cycles, examples of the way work cycles may be arranged are as follows:

- a) Full time employees working 145 hrs or 152 hrs where employees supervise employees who work a 38 hour week in a 4 week cycle.
- b) by employees working less than 8 ordinary hours each day; or
- c) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- d) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- e) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

51.3 Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the employees classification level within the classification structure of this agreement provided that such duties are not designed to promote de-skilling.

51.4 Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment and the appropriate rate of pay in accordance with the mixed functions clause of the relevant award, and allowances for the use of such tools are paid.

51.5 The parties agree that there is a need to address workplace efficiencies, effectiveness and services so that Council and its employees improve their future efficiency and effectiveness.

51.6 The parties agree that adequate consultation and communication provide a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and/or an agent or representative for the employee.

## **52. ON CALL/CALLOUT ARRANGEMENTS**

The following provisions shall apply in lieu of the call-out provisions of the Award, and provides for after hours response as follows:

52.1 Introduction

In order to meet the level of service required of Council it is necessary to recall employees to work outside normal working hours.

These after hour's response arrangements are for selected personnel who are able to respond to a particular call out within the allocated response time.

Council's responsibilities are wide and varied and therefore so are the response times required. Problems that pose an immediate danger to health or life have a shorter response time than repairs to damaged property. The meeting of those response times are reflected in different response times being required.

## 52.2 Allowances

Employees who volunteer to be on call for after hours response emergency work outside ordinary working hours shall be paid, in addition to their ordinary rate of pay, the appropriate response allowance determined by the relevant Manager for each pay week. Such employees are required to be on call for after hours response. Such allowance is dependent on the response time allocated by the Manager to such employee.

### 52.2.1 (a) Response A

The employee on call will be available to respond immediately to the situation. It is expected that after hours the Employee will be at home or be in a position such that upon receiving a call, the employee will be in the Council vehicle on the way to the site within fifteen minutes. The response time to the site should be the shortest possible time generally accepted as being within 20 to 45 minutes from the time of receiving the call. Allowance - \$231.59 per week.

This allowance shall, during the period of operation of this Agreement, be indexed on the anniversary dates of the commencement of this Agreement by the percentage increases stated in Clause 35.1 of this Agreement.

### 52.2.2 (b) Response B

The Employee on call will be available to be on site within two hours of receiving the call. Allowance - \$138.95 per week.

This allowance shall, during the period of operation of this Agreement, be indexed on the anniversary dates of the commencement of this Agreement by the percentage increases stated in Clause 36.1 of this Agreement.

52.3 Employees under Response A or Response B and called out for after hours response emergency work shall be entitled to payment for such work from the time of leaving to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated accordingly, but such payment shall not be less than three (3) hours pay at the appropriate overtime rate for each such callout.

52.4 In the event of an employee on call being requested to provide advice (without the need to return to work) the Employee shall be paid at the appropriate overtime rate for the actual time involved with a minimum payment of the equivalent of one half of one hour. Subsequent calls within the one half of one hour minimum payment, do not trigger additional payments except where work extends beyond the one half of one hour period in which appropriate overtime rates will apply for the time worked. Calls falling outside the one half one hour minimum period shall be paid at the appropriate overtime rate for the actual

time involved with a minimum payment of the equivalent of one half of one hour. The employee concerned shall be responsible for recording such requests in a diary for subsequent certification by the Manager. Any overtime payable shall be in addition to the appropriate on call allowance.

Provided that an Employee, who is not on call but is required to action a telephone call relating to Council business as if they were on call, is also eligible to the same overtime payment, but no on call payment shall apply.

## 52.5 Definitions

52.5.1 For the purposes of this clause an "on call employee" shall mean an employee who outside ordinary working hours volunteers to be on call and agrees to respond within the prescribed response time determined by the relevant Manager for such employee. The employee concerned must be continuously available for recall to work.

52.5.2 For the purposes of this clause "Continuously available" shall mean that the employee must be contactable and be able to respond within the prescribed response time.

### 52.5.3 Exclusion

An employee's residential address may exclude them from these After Hours Response arrangements.

52.6 Employees "on call" may be required to provide their own means of private transport to and from their usual workplace.

52.7 Where possible Employees who are required to be "on call" and to respond to an emergency situation at a location away from their usual workplace will be provided with a council vehicle and a mobile telephone. The Council vehicle shall be used in strict accordance with Council's Motor Vehicle Procedure Classification 4.

52.8 In situations where an Employee is not provided with a Council vehicle whilst the Employee is "on call" and the Employee's normal means of private transport is not available at the time of recall the employee concerned shall either be provided with transport, or be reimbursed the cost of a taxi fare, as appropriate:

- (a) from the employee's home to the place of the emergency and/or workplace; and
- (b) from the place of the emergency and/or workplace to the Employee's home.

52.9 When a mobile telephone is supplied to the employee, its use shall be limited to only work and emergency related calls.

52.10 Employees "on call" are required to ensure that they are in a fit state to be able to respond to the emergency. In the event that the Employees are unable due to sickness etc. the Employee shall arrange an appropriate employee to undertake the on call duties.

52.11 The appointment of an "on call employee" shall be made by the relevant Manager. However, wherever practicable, the "on call" duties shall be arranged on a roster basis amongst employees associated with the type of work involved and who are competent, skilled and trained in such work.

52.12 An employee whose period of on call duty includes or coincides with a Public holiday shall be paid an amount equivalent to the daily hours usually worked each day for each such holiday on which such employee is required to be on call.

### **53. SHIFT WORK**

53.1 Shift work may be performed under this agreement subject to the following conditions:

53.2 Definitions - shift work

Shift work shall mean and include work performed by an employee or employees within the span of hours, as defined, for day, afternoon or night shifts as prescribed in this clause.

For the purpose of this definition, it shall not be necessary for shift work to be worked by separate relays of employees.

53.3 An employee shall not be deemed to be working shift work unless the employee has agreed as part of the employee's terms of employment or in accordance with Clause 51, Flexible Work Practices and Modernisation.

53.4 Shift work may be worked for periods not less than one week.

53.5 Provided that in any period of shift work, employees may be worked in any combination of day, afternoon or night shifts.

- a) Day shift shall mean any shift starting on or after 6.00am and on or before 10.15am.
- b) Afternoon shift shall mean any shift finishing after 6.00pm and before 8.00pm.
- c) Night shift shall mean any shift finishing on or after 8.00pm or commencing before 6.00am.

53.6 The hours of duty of shift workers shall not exceed 7¼ per day or 36¼ in any one week Monday to Sunday inclusive.

53.7 A shift worker shall be granted two consecutive days off duty in every week.

53.8 A rostered shift shall not span more than 7¼ hours per day.

53.9 The shift work roster shall provide rotation of shifts unless the Council and the employee (and a nominated representative at the employees' request) agree otherwise. The shift work roster shall be prominently displayed at the place of work in a position where it is readily accessible to all employees concerned with it, at least one week in advance of the date of the duties to which it refers.

53.10 Any changes to the roster shall be notified to the employees affected by such changes at least 24 hours in advance of the implementation of the alteration. If 24 hours' notice is not given, the employee concerned shall be paid at double the hourly rate for all time worked until 24 hours has expired from the time the notice was given.

53.11 Provided that such penalty shall not apply if the change is made at the request of the employees concerned.

- 53.12 All time worked by shift workers outside or in excess of the ordinary working hours prescribed in this clause shall be deemed overtime and be paid for at the rate of double the ordinary time rate.
- 53.13 Where a shift worker is recalled to work overtime after completion of a normal rostered shift, such employee shall be provided with a minimum of four hours' work or be paid for four hours at the overtime rate.
- 53.14 Shift premiums
- 53.14.1 For each afternoon and night shift worked, an employee shall be paid a shift premium of 15% in addition to the employee's ordinary rate of pay for that day, except where a night shift is worked without rotation for a period in excess of ten consecutive normal working days, whereupon 25% shall be paid in lieu of the 15%.
- Provided that these shift premiums shall not be payable in addition to week-end penalty rate payments as hereinafter provided or any penalty payments made in accordance with the provision in this clause for rostering and changes to rosters.
- 53.15 Shift workers shall be allowed a crib break of half an hour during each shift for which no deduction of pay shall be made: Provided that such break shall be taken at a time and in such manner that it will not interrupt any service being provided to the general public.
- 53.16 Weekend and public holiday penalty rates
- 53.16.1 All ordinary time worked by shift workers between midnight Friday and midnight Sunday shall be paid for at double time. All time worked over 7¼ hours on any shift during that period shall be paid at double the ordinary time rate.
- 53.16.2 All time worked on any of the public holidays mentioned in Clause 60, Public Holidays, of this agreement shall be paid for at the rate of two and a half times the ordinary time rate: Provided that if a shift worker is required to work overtime on a public holiday the provisions of Sub clause 60.6 shall apply.
- 53.16.3 The employee's ordinary rate of pay shall be deemed to include shift premiums payable under this clause where the employee proceeding on leave has received such shift premiums for at least two of the three weeks of shift work immediately preceding the date of commencement of the leave.
- 53.16.4 Where a statutory holiday falls on an employee's day off, such employee shall be paid a day's wages at ordinary rates or be granted a further day's leave to be taken at a mutually convenient time; and if not taken before the next period of annual leave, it shall be added to that entitlement.
- 53.16.5 When an employee is required to work a shift which commences or finishes at a time when the employees' normal means of private or public transport is not available, the council will reimburse the reasonable cost of a taxi fare, as appropriate from:
- (a) the employee's home to the place of employment and/or,

(b) from the place of employment to the employee's home.

Provided the maximum reimbursement for such journeys shall be limited to journeys of no more than 15 kilometres away.

53.17 This clause does not apply where the Council provides transport free of charge to the employee.

## **54. MEAL BREAKS & REST PAUSES**

54.1 An employee shall be entitled to a paid 20 minute rest pause in the first half of their shift.

An employee shall be entitled to an unpaid meal interval of not less than 30 minutes to be commenced after completing not less than 4 hours and not more than 6 hours of duty or as otherwise mutually agreed.

Provided that where it is not possible to grant the meal interval on any day, the said meal interval shall be treated as time worked and be paid at 200% of the hourly rate for the employee's level until the employee is released for a meal.

Provided further where an employee is required to work in excess of 5 hours after the first meal interval he or she shall be granted a further meal interval of 20 minutes to be treated as time worked.

Where the efficiency of the employer may be increase through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes, without penalty.

54.2 Meal breaks during overtime

(a) Employees required to continue work after the normal ceasing time shall be entitled to a 30 minute meal break after 2 hours' work where work is to continue beyond 2 hours:

Provided that where such overtime continues beyond 6.00 p.m., a 30 minute meal break shall be provided after one hour where work is to continue beyond one hour.

After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for a meal where work is to continue beyond 4 hours.

No deduction of pay shall be made in respect of such meal breaks.

54.3 In all other circumstances, an employee shall be entitled to a meal break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the 5th hour. A further meal break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond this period. No deduction of pay shall be made for such meal breaks.

54.4 Regular part-time employees - meal breaks

Regular part-time employees required to continue working for more than five consecutive hours shall be allowed a meal break of thirty minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work

performed from the commencement of the fifth hour until the time a meal break of thirty minutes is given.

54.5 Casual employees - meal breaks

Casual employees required to continue working for more than five consecutive hours shall be allowed a meal break of 30 minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double rates shall be paid for all work performed until a break of 30 minutes is given or until the cessation of work, whichever is the earlier.

## **PART 7 - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS**

### **55. ANNUAL LEAVE ENTITLEMENT**

55.1 Every employee (other than a casual employee) shall at the end of each year of employment, be entitled to an annual holiday on full pay of five weeks (of 190/181.25 hours) plus annual leave loading. Annual leave accruals will be credited to an employee on a weekly basis unless the employee is paid fortnightly in which case the leave will be credited on a fortnightly basis. Part time employee will have pro rata entitlements for annual leave.

55.2 Provided that annual leave is not to accrue during periods of leave without pay not authorized by Council unless the employee is absent for not more than 3 months because of illness or injury certified by a Doctor. For the purpose of this clause, leave without pay does not include any period of absence of less than three months during which the employee is entitled to payment under the Workers' Compensation and Rehabilitation Act 2003

55.3 If immediately before taking the leave the employee is being paid at a higher rate than the ordinary rate, then the employee shall be paid at the higher rate while on leave.

55.4 Annual Leave Accrual

Where any employee has an accrual of in excess of two years entitlement the Council and the employee shall arrange a program for taking of excess leave within a reasonable period of time.

Where an employee who has a leave balance of greater than two years entitlement applies for annual leave, approval of the employee's application will not be unreasonably withheld.

Should a disagreement occur regarding the taking of excess annual leave accrual then the matter can be processed through Clause 19, Dispute Avoidance and Resolution of Grievances.

55.5 An employee may submit a leave application direct to the Executive Manager Human Resources - People Performance, if a Supervisor or a Manager initially refuses to action or accept the application, which can be made anytime from the employees concerned. The Executive Manager Human Resources - People Performance shall decide whether to approve the leave having regard to the employee's reasons for applying for the leave, and the Manager or Supervisor's reason for declining to approve it.

## **56. ANNUAL LEAVE LOADING**

Annual leave pay, including any proportionate payments, shall be calculated at the employee's rate of pay for the period of the annual leave.

A further amount calculated at the rate of 17.5% of this amount, will be added to the sum. This is referred to as Annual Leave Loading, and is applied to the prescribed value of 5 weeks leave per annum. Payment of this additional loading will be as part of the standard pay run.

## **57. CHRISTMAS CLOSEDOWN**

57.1 Townsville City Council may close down its operations in work areas, units or sections, or parts thereof, for the purposes of allowing annual leave to all or most of the employees in those work areas, units or sections.

During this closedown, an employee may access accrued leave (long service or annual leave entitlements) and/or take TOIL/ RDO's or where insufficient leave entitlements exist, an employee may take leave without pay during this period. If approved by Council, the close down will take effect for the period from Christmas Day up to and including New Years Day (or substitute holidays where appropriate).

57.2 Council shall give 90 days' notice of whether it proposes to implement an annual closedown.

## **58. LONG SERVICE LEAVE**

58.1 Subject to the provisions of this agreement, the entitlement of an employee to long service leave on full pay pursuant to this agreement shall be as follows.

58.1.1 In the case of an employee who has completed an initial period of ten years' continuous service, thirteen weeks;

58.1.2 In the case of an employee who has completed an initial period of seven years but less than ten years' continuous service, and who terminates that service, or who dies, or whose employment Council terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of thirteen weeks for ten years' service;

58.1.3 In the case of an employee who has completed an initial or a subsequent period of ten years' service and who continues that service until the employee has completed a further period of ten years' service, a further thirteen weeks; and

58.1.4 In the case of an employee who continues in the service of a Council after having completed an initial or a subsequent period of ten years' service and whose employment is terminated for any reason, or who dies, before completion of a further period of ten years' service, a proportionate further amount on the basis of thirteen weeks for ten years' service.

58.2 For the purpose of this agreement continuous service shall mean and include service with a Council or with more than one Council which has been continuous except for:

58.2.1 Absence from work on leave granted by a Council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five years of the employees



service shall be included in the period in respect of which long service leave is computed:

- 58.2.2 Work performed outside of Local Government within Queensland, Queensland State Government and Federal Government Departments.
- 58.2.3 The employee having been dismissed or stood-down by the Council, or the employee having terminated service with the Council by reason of illness or injury; provided that the employee shall have been re-employed by that Council or another Council, and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph be taken into account in calculating the period of service;
- 58.2.4 The employee having been dismissed or stood down by the Council, or the employee having terminated service with the Council, provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding three months.
- 58.2.5 Service as a member of the Naval, Military or Air Forces and of the Commonwealth or of the Civil Construction Corps established under the National Security Act 1939, as amended by subsequent Acts, of the Commonwealth, shall be deemed to be service with the Council by which that employee was last employed before the employee commenced to serve as such member.
- 58.2.6 Upon enlistment in Her Majesty's Armed Forces for active war service of any employee employed under this agreement, the Council shall be liable to pay to such employee, if the employee so requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this agreement.

Any pro rata payment so made at the employee's request shall not be deemed to break the continuity of the employee's service for long service leave purposes, but the quantum of long service leave to which such employee may become entitled in the event of the employee rejoining the service of the same or another Council to this agreement shall be reduced by the period of service in respect of which the pro rata payment was made.

- 58.2.7 Where an employee covered by this agreement enlists for active war service in any of Her Majesty's Armed Forces and subsequently dies during the period of such enlistment a pro rata payment of long service leave due to the employee shall be paid to the employee's personal representative.

In the event of such employee being totally incapacitated by reason of war service to the extent of being unable to resume duties with the Council, a pro rata payment for long service leave shall be paid to the employee or calculated in accordance with provisions of this agreement; provided that for the purposes of this clause there shall be no minimum qualifying period of eligibility for long service leave.

### 58.3 Entitlement

The minimum period of Long Service Leave that an employee may take at any one period shall be not less than two weeks except in circumstances when this period can be varied by mutual agreement between the Manager/ Director and the employee.

- a) Long Service entitlements are meant to be taken and not to be banked.
- b) Long service leave should be taken within five (5) years of the entitlement falling due and upon giving reasonable notice.
- c) An employee with accrued entitlements to long service leave for more than 5 years shall advise Council on when within a reasonable time the accrual will be taken.
- d) Should an employee fail to propose a timeframe for taking the accrued long service leave, the Manager/ Director may on one month's notice direct the employee to take such leave.

58.4 The entitlement of an employee to long service leave on full pay pursuant to this Agreement shall be as follows:

57.4.1 All employees shall be eligible to take long service leave after 7 completed year's continuous Queensland Local Government service.

57.4.2 In cases of maternity leave, hardship or training purposes, pro-rata entitlements of long service leave payments may be taken as leave provided that all other avenues of leave have been exhausted.

58.5 Calculating an employee's length of service

Subject to the provisions of this clause, the method of calculating the amount of long service leave due to an employee pursuant to the provisions of this agreement shall be as follows:

57.5.1 Employees whose initial period of continuous service commenced on or after 11 May 1964 shall be entitled to long service leave in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service and in respect of service on or after 1 January 1977 at the rate of one and 3/10ths weeks for each year of service.

57.5.2 An employee whose initial qualifying period of ten years' continuous service was completed on or after 1 January 1977 shall immediately after completion of such period become entitled to long service leave, but the amount thereof shall be calculated in accordance with the provisions above.

58.6 Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by the Council as ordinary time deemed for the purpose of such payment to be worked continuously by the employee during the period of long service leave.

Provided that, in the case of an employee who immediately before the period of long service leave is being paid for ordinary time worked by the employee at a rate in excess of the rate payable under this agreement, the long service leave shall be paid for at that excess rate as ordinary time deemed for the purpose of such payment at such excess rate to be worked continuously by that employee during the period of long service leave except that, if the rate payable under the agreement is varied during the period of long service leave, then:

- a) if the variation increases the rate payable under the said agreement to an amount greater than the aforesaid excess rate, the long service leave

shall be paid for at that increased rate for any part of the period thereof in respect whereof the increased rate is the minimum rate of payment under the said agreement: or

- b) if the variation decreases the rate payable under the said agreement, the long service leave may be paid for at the aforesaid excess rate less the whole or any portion of the decrease for any part of the period thereof in respect whereof the amount of the decreased rate is the minimum rate of payment under the said agreement.

58.7 The Council with which the employee is employed at the time long service leave entitlement is claimed shall be liable as between itself and such employee to pay the whole of the amount to which such employee is entitled as payment for long service leave.

Provided that once an employee becomes eligible for pro rata long service leave each Council with which the employee had previously been employed during the qualifying period for long service leave shall contribute to such entitlement in the proportion which the employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the employee was receiving on the cessation of employment with such contributing Council.

Provided further that once such contribution is made and the employee concerned is employed by yet another Council the aforesaid employing Council shall be liable between it and the new employing Council for all long service leave contributions that had been forwarded to it and which had accrued during the aforesaid period of employment.

58.8 Continuous Service

For the purpose of this Agreement 'continuous service' shall mean service with the Council which has been continuous except for:

- a) Absence from work on leave granted by a Council through illness or injury.
- b) Where the absence is on unpaid leave only the first 3 months of leave will be recognised as service for the purpose of accruing Long Service Leave entitlements.
- c) Any employee absent from work on the grounds of workers compensation in excess of three months shall not be included in respect to which long service leave is computed.
- d) The employee having been dismissed or stood down by the Council, or the employee having terminated service with the Council, provided that the employee shall have been re-employed by Council within a period not exceeding three months.

58.9 Statutory Holidays Excluded

Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by the Council as ordinary time deemed for the purpose of such payment to be worked continuously by the employee during the period of long service leave.

58.10 Time and Manner of Payment to be Agreed

Payment for long service leave shall be at the rate of pay of the employee for the period immediately prior to the leave commencing. During the leave period, where rate changes as prescribed in this agreement occur, the rate of pay for the leave will change accordingly.

The Council and the employee concerned may agree upon the times and the manner in which the employee shall be paid for long service leave.

58.11 Payment Upon Death of Employee

If an employee who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing but before completing the taking of that amount of long service leave, the Council shall pay to that employee's personal representative a sum equal to the long service entitlement of this clause for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

**59. EXTENDED LONG SERVICE AND ANNUAL LEAVE ON SALARY AVERAGING**

59.1 As a lifestyle choice option, employees may apply for and Council may consider extended leave (as defined in this clause) as an attractive alternative to the usual annual and long service leave provided by Council.

Taking into consideration organisational requirements, agreement in writing may be reached between an employee and Council to extend a period of annual or long service leave time by averaging his / her normal annual or long service leave payments across the period taken.

59.2 Extended leave is defined as the employee taking all or part of their leave, by agreement with the Council on proportionate pay with the period on leave being extended accordingly.

This can only be done over a minimum period of one week of their accrued annual or long service leave entitlement.

**60. PUBLIC HOLIDAYS**

60.1 The following days are Public Holidays

- 1st January;
- 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Sunday
- Easter Monday;
- 25th April (Anzac Day);
- Labour Day
- Show Day (as gazette);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the Holidays Act 1983, to be kept in place of any such holiday

- 60.2 A part time or full time employee whose usual day of work falls on a public holiday shall be entitled to be absent for the day without loss of pay. Payment shall be at ordinary time for the hours that the employee would have usually worked on that day.
- 60.3 If a Statutory Holiday falls on a day on which the employee has a Rostered Day Off and the employee does not work on that day the Rostered Day Off shall be rescheduled on a day nominated by the Council which will normally be either the work day immediately preceding or immediately following the Rostered Day Off.
- 60.4 Where a full time or part time employee is required to work inside the ordinary starting and ceasing time for the day of the week on which such holiday falls on a gazetted public holiday, as listed above, payment shall be at the rate of double time and a half of the ordinary rate.
- 60.5 For the purposes of this clause where the rate is a weekly rate, double time and a half shall mean one and a half times the hourly rate prescribed by this Agreement, in addition to the employees ordinary time payment for the time worked on that day.
- 60.6 All time worked on any of the holidays mentioned above outside the ordinary starting and ceasing time for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Agreement for such time when worked outside the ordinary starting and ceasing times on an ordinary working day or over time on the day.
- The minimum payment for work on a public holiday is four hours at the appropriate rate.
- Where a casual employee is required to work, the employee will receive 150% of their ordinary rate in addition to their ordinary rate.
- 60.7 In the case of employees who do not ordinarily work Monday to Friday of each week i.e. whose ordinary hours include work on a Saturday or Sunday such employees shall be entitled to public holidays as follows:
- a) A full-time employee shall be entitled to either payment for each public holiday or a substituted day's leave.
  - b) A part-time employee shall be entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
  - c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.
  - d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and a-half if it is a Sunday.
- 60.8 All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned

actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at 1 1/2 times the ordinary rate prescribed for such work with a minimum of 4 hours.

## **61. PERSONAL LEAVE ENTITLEMENTS – SICK, CARER'S, OTHER**

61.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

61.2 Definitions

The term immediate family includes:

- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex or same sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- or member of the employees household.

61.3 Amount of paid personal leave

Paid personal leave is available to employees, other than casual employees, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- The amount of personal leave to which full-time employees are entitled depends on how long they have worked for the employer and accrues as follows:

61.4 From the date of coming into operation of this Agreement employees will accrue personal leave on on the following basis:

- (a) Employees who work an average 38 hour week: 114 hours (equals 15 days x 7.6 hours) per year.
- (b) Employees who work an average 36.25 hour week: 108.75 hours (equals 15 days x 7.25 hours) per year

Personal Leave taken shall be debited against an employee's accrued leave entitlement in accordance with the employee's actual ordinary hours of work, as follows:

Illustration 1:

Michelle has 180 hours accrued personal leave entitlement

Michelle works an averaged 38 per week over a nine-day fortnight with her ordinary working hours being 8.5 hours per day but 8 hours every second Thursday. Michelle cannot come to work on a Wednesday because of illness.

Michelle is paid for her 8.5 hours off work and her personal leave entitlement is debited 8.5 hours so now her personal leave balance is 171.5 hours.

Michelle is still ill on the following day which is a short hours (8 hour) Thursday. Michelle is paid for her 8 hours off work and her personal leave entitlement (171.5 hours) is debited 8 hours so now her personal leave balance is 163.5 hours.

Illustration 2:

David has 570 hours of accrued personal leave entitlement.

David works an averaged 38.5 week on a four day-on four day-off basis with his average ordinary hours of work being 11 hours per day. David falls ill on one of his workdays and does not come to work.

David is paid for his 11 hours off work and his personal leave entitlement is debited 11 hours so now his personal leave balance is 559 hours.

#### 61.5 Effect of workers' compensation

If an employee is receiving workers' compensation payments, he/she is not entitled to personal leave.

#### 61.6 Broken service

If an employee is terminated by Council and is re-engaged within a period of six months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

#### 61.7 Personal leave for personal injury or sickness

61.7.1 An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

61.7.2 Any absence on personal/sick/careers leave that exceeds two consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the Council.

61.7.3 Credit shall be allowed for personal leave accumulated with previous employing councils provided that the employee's service as between such councils has been continuous and that the employee at the time of engagement produces a certificate from the previous council certifying the amount of personal leave accumulated to the employee's credit.

61.7.4 Continuous service is defined for the purpose of above to include service with a council or with more than one council which has been continuous except for the employees having been dismissed or stood down, or by the employee having terminated the employee's service

with the council provided that the employee shall have been re-employed by that council or some other council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous council plus a further period of four weeks.

- 61.7.5 Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.
- 61.7.6 If an employee while absent from duty on annual leave is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, and subject to the provisions of this clause, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's personal leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.
- 61.7.7 If an employee whilst absent from duty on long service leave granted pursuant to this agreement, is overtaken by illness the employee may, subject to the provision contained in this clause, be entitled on application to have such period of illness which occurs during the employee's long service leave debited to the employee's personal leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that:
- the application for adjustment is approved by the employing authority;
  - the application includes a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days.

The accumulation of personal leave shall be uncapped.

There shall be no cap on the amount of accrued personal leave that an employee can take in accordance with this Clause in any one year.

- 61.8 Personal leave to care for an immediate family or household member
- 61.8.1 An employee is entitled to use any personal leave entitlement which has accrued after 9 June 1995, to care for members of his/her immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 61.8.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 61.8.3 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.



61.8.4 An employee may take unpaid carer's leave by agreement with the Council.

An employee taking unpaid carer's leave may with the consent of their employer work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the agreement.

61.8.5 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.

Where employees have exhausted all personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Council and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.

## **62. BEREAVEMENT LEAVE**

62.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

62.2 Paid leave entitlement

A full-time employee is entitled to up to 3 days' bereavement leave on each occasion where the funeral is within a radius of 350 kilometres of the Townsville Post Office. Employees who are required to attend is outside a radius of 350 kilometres of the Townsville Post Office will be entitled to 4 days bereavement leave to be taken up to and/or immediately subsequent to the day of the funeral. Employees may be required to produce of satisfactory evidence (if required by the Council) of the death of a member of the employee's immediate family or household.

62.3 Part-time employees

A part-time employee is entitled to up to 3 days bereavement leave without loss of pay, up to a maximum of 21 hours on the same basis as prescribed for full-time employees except that leave is only available where a part-time employee would normally work on any or all of the 3 working days following the death.

62.4 Casual employees

A casual employee is entitled to up to 3 days unpaid bereavement leave on each occasion on the same basis as prescribed above.

62.5 Where an employee has exhausted all leave entitlements, the employee is entitled to unpaid bereavement leave. The length of unpaid leave should be agreed upon between employee and employer. In the absence of agreement, this is limited to 3 days unpaid leave.

62.6 Special Bereavement Leave

For the purpose of attending a current work colleague's funeral.

A Director may approve two hours paid time off for an employee to attend a work colleague's funeral, upon request of the employee, where.

- a) The employee was a member of the immediate work group of the deceased employee
- b) The deceased employee had at least 5 years service in the work area from which the employee seeking the leave works or the Director is otherwise satisfied that the employee seeking the leave has had a substantial working relationship with the deceased employee.
- c) The Director is satisfied that the employee taking that time off will not significantly impact on Council's service delivery for the work area concerned.

### **63. CULTURAL OR RELIGIOUS LEAVE**

The parties agree that there is a growing recognition of the cultural differences in the workplace. Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of the Council being met, the parties agree that:

- a) An employee who identifies as coming from such a background shall be given reasonable opportunity to practise the spiritual and cultural requirements of his / her culture.
- b) Where this involves time away from work the employee may apply to take pre-approved leave or accumulated rostered days off.
- c) Any dispute about leave to meet cultural, spiritual or religious needs shall be resolved through the dispute settling procedure.

### **64. PARENTAL LEAVE**

64.1 Nothing in this clause 64 is intended to displace the operation of the QES

64.2 Unpaid Parental Leave Provisions

Unpaid Parental Leave Provisions shall apply to all eligible Council employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

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

64.3 The rights of the Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of

the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

Spouse includes a de facto spouse whether of the same sex as the employee or not, but does not include a former spouse.

64.4 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

64.5 A period of up to 8 weeks (broken or unbroken) unpaid parental leave may be taken by both parents concurrently.

64.6 Concurrent leave must be taken within 52 weeks of the child's birth or adoption. If concurrent leave is taken other than immediately after the child's birth or placement, it must be taken for a minimum 2 week period. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption. The provisions of this clause shall apply to same sex partnerships. In the instance of same sex partnerships the terms primary and secondary care giver shall apply.

64.7 Variation of period of parental leave

Where an employee takes leave under this section, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in this clause or the right to request as outlined below.

64.8 Right to Request

An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

- to extend the period of unpaid parental leave provided for by a further continuous period of leave not exceeding 12 months;
- to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.

Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The employees request and the employer's decision will be made in writing.

64.9 Request to return to work part-time

Where an employee wishes to make a request, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

64.10 Maternity Leave

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)—at least 10 weeks;
- b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken—at least four weeks.

When the employee gives notice under (a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

Unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

#### 64.11 Special maternity leave

- a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

During the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### 64.12 Paternity /Secondary care-giver leave

- a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity/secondary care-giver leave, with:
- b) a certificate from a registered medical practitioner which names his / her spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

- c) written notification of the dates on which he/ she proposes to start and finish the period of paternity/ secondary care giver leave; and
- d) except in relation to leave taken simultaneously with the child's mother, a statutory declaration stating:
  - i. that he/ she will take that period of paternity/secondary care-giver leave to become the primary care-giver of a child;
  - ii. particulars of any period of maternity leave sought or taken by his/her spouse; and
  - iii. that for the period of paternity/ secondary care-giver leave he/she will not engage in any conduct inconsistent with his/her contract of employment

The employee will not be in breach this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 64.13 Adoption leave

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- a) the employee is seeking adoption leave to become the primary care-giver of the child;
- b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### 64.14 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed.

#### 64.15 Transfer to a safe job

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 64.16 Returning to work after a period of parental leave

An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 64.17 Replacement employees

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 64.18 Communication during parental leave

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

It is agreed between the parties that, by mutual agreement, Council employees taking unpaid parental leave, may return to work for specific projects, or on a part-time basis or as casual employees, without jeopardizing the right to complete the period of unpaid leave.

The date set for return to work from unpaid leave will be considered as fixed and will not be postponed beyond the twelve (12) month period.

#### 64.19 Paid Parental Leave

Fourteen (14) weeks paid parental leave or twenty-eight (28) weeks at half pay, will be available after twelve months continuous service to all employees eligible for parental leave.

Paid parental leave will be effective from the date of commencement of parental leave and forms part of the fifty-two (52) weeks parental leave entitlement.

The period of fourteen (14) weeks paid parental leave is payable once only in connection with each birth or adoption of a child/children to an employee or employees of Council.

Parents are entitled to a combined total of fourteen (14) weeks paid parental leave on a shared basis in relation to the birth or adoption of their child/children provided that the said parents are both employees of Council and the employee claiming paid parental leave is the primary and sole care giver of their child/children.

- 64.20 If the parents elect to assume the non-birth partner as the primary and sole care giver of their child/children within the first six (6) weeks after the birth or adoption of their child/children, then satisfactory evidence must be provided to Council to support the non-birth partner as primary and sole care giver.

After twelve (12) months continuous service, five (5) day's paid paternity leave shall be available for the non-birth partner immediately following the birth of the child/children or adoption of a child/children.

This is provided as a separate provision to the fourteen (14) weeks or twenty-eight (28) weeks at half pay paid, or pro-rata in between parental leave and may not be taken simultaneously with the birth partner's paid parental leave.

With the exception of five (5) day's paid paternity/ secondary carer leave, paid parental leave is to be available to only one parent at a time.

Part-time and eligible casual employees are eligible for paid parental leave paid on a pro-rata basis of the employee's contracted hours for the preceding twelve (12) months.

Where an employee takes leave under the section unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period and payment of Parental Leave on one occasion. Any such change to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements.

## **65. JURY SERVICE**

Leave without pay shall be granted to employees required to attend for jury duty. Where the amount of jury fee is less than the normal salary of the employee, Council shall make up the difference.

## **66. SERVICE LEAVE**

66.1 Leave may be granted to an employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air Forces and where leave is so granted and where the service pay received by such employee is less than the employee's ordinary rate of remuneration as an employee of Council, then Council shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.

66.2 Service pay for the purposes of this clause means and includes all payments received by the employee or employer from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Sunday to Monday both inclusive, of the week or weeks in question.

## **67. LEAVE WITHOUT PAY**

67.1 Leave without pay may be granted by the Chief Executive Officer, on the recommendation of the Director and Executive and by agreement with the Employee for a period not exceeding 12 months in the first instance.

Employees must disclose the purpose and timeframe when requesting leave without pay.

Leave without pay may be granted to enable an Employee to -

- Proceed on extended holiday/travel,
- Take up a secondment with another organisation to aid their development and expertise,
- To settle personal matters where an extended period of leave is required, or
- Undertake a study programme.

67.2 Every application for leave without pay will be considered on its merits and may be granted provided that - absence will not unduly inconvenience the work area and the Manager is satisfied that adequate relief is available; and all other leave credits of the Employee are exhausted except where the leave without pay is for the purposes of:

- providing care and support to another person whose care is the responsibility of the Employee,
- accepting a secondment opportunity with another employer, or
- an appointment under an international scheme of assistance

All requests for leave without pay must be submitted in writing to the Supervisor.



For periods of leave without pay in excess of six months, employees are required to give six weeks' notice in writing, confirming their intention to return to Council at the end of the leave period.

No leave entitlements will accumulate whilst on leave without pay.

## **PART 8 - WORKPLACE HEALTH & SAFETY**

### **68. HEALTH AND SAFETY IN THE WORKPLACE**

- 68.1 The Council and Employees shall comply with the requirements of the Work Health and Safety Act, its Regulations, Codes of Practice and Advisory Standards.
- 68.2 Employees shall ensure all work is performed in a safe and responsible manner and in accordance with Councils existing Workplace Health and Safety Systems.
- 68.3 An employee who is supplied with personal protective equipment and clothing is required to wear or use it in such a way as to achieve the purpose for which it is supplied.
- 68.4 Employees may from time to time be required to undertake a physical or psychological assessment by an appropriate general medical practitioner or specialist to ensure that the work requirements or the work environment will not adversely affect their well being. Such costs to be borne by Council.
- 68.5 The Council will endeavor to provide suitable alternative duties for a defined period of time where this will facilitate the rehabilitation of an employee who has suffered a compensable injury at work. Those duties will be subject to agreement between the Council, the employee, the treating doctor and the rehabilitation and return to work coordinator concerned.
- 68.6 All work related injuries and illnesses must be reported to the employee's immediate supervisor as soon as an injury or illness occurs so that the matter may be properly investigated.
- All non work related injuries and illnesses must be reported to the employee's immediate supervisor on first returning to the workplace and before the employee undertakes any tasks or duties in the workplace.
- Employees are to report all incidents or near miss incidents utilising the corporate incident reporting system.
- 68.7 Any damaged or poorly functioning plant or equipment must be reported to the employee's immediate supervisor to determine its continued use and/or repair.

### **69. REHABILITATION AND EMPLOYEE ASSISTANCE**

- 69.1 In the event that any employee who becomes ill or is injured, whether from a workplace incident or not, all parties will make a positive effort to rehabilitate the ill or injured person. The Council shall, where practicable, provide support in terms of finding appropriate work, whilst the employee concerned shall make every endeavour to participate in the agreed suitable duties plan approved by the relevant Doctor, Self Insurance Unit and Council's Rehabilitation and Return to Work Co-coordinator.
- 69.2 The free confidential Employee Assistance Service provided by Council is also available to employees who may require personal counseling on work or personal related problems.

## **70. PROTECTIVE CLOTHING AND FOOTWEAR**

### **70.1 Protective Clothing and Footwear**

The Council will provide appropriate protective industrial clothing, appropriate to occupational needs and climatic conditions, to relevant Employees in accordance with the Council's personal protective equipment procedures as developed and varied from time to time in consultation with the relevant Unions in accordance with the consultation provisions of this Agreement.

Any changes to the workplace health and safety clothing footwear/PPE policy or procedure must be made in consultation with the relevant employees and union concerned.

70.2 Council will provide appropriate safety footwear to the value of \$133.44. (To be indexed by the percentage of each wage increase provided by this Agreement).

- (a) If any employee personally wishes to obtain appropriate safety footwear at a cost in excess of the amounts referred to in each respective period, then he/she will be required to repay to the Council the amount in excess of such amount, unless the Council's Safety Footwear Issue Policies or Procedures exempt the employee from this requirement.
- (b) Where the employee is required to pay the difference to Council and they shall complete an authority to deduct form when making such application.
- (c) Replacement of all safety footwear shall be on a fair wear and tear basis in accordance with the Council's Safety Footwear Issue Policies or Procedures.

## **71. PERSONAL PROTECTIVE EQUIPMENT**

71.1 Council will maintain a record of the issue and maintenance of all personal protective equipment.

71.2 All employees issued with such personal protective equipment will be provided with a bag or locker to store such equipment.

71.3 All employees issued with personal protective equipment will sign for the equipment and in doing so agree to comply with any safety use requirements attached to the personal protective equipment.

## **72. HEPATITIS A & B VACCINATIONS AND INFLUENZA INOCULATION**

72.1 Council will maintain the existing program of the administration of Hepatitis A and Hepatitis B vaccination to 'at risk' employees.

72.2 Eligibility for the vaccination shall be determined by the Council from a risk assessment analysis of the workplace and occupational risks.

72.3 Council will meet the cost of the hepatitis prophylactic & its administration.

72.4 Council will continue with the influenza program on a voluntary basis for the life of the agreement.

## **PART 9 - TRAINING & DEVELOPMENT**

### **73. TRAINING AND CAREER DEVELOPMENT**

The parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of council a strong and sustained commitment to training and skill development is required on both an individual and council wide basis.

Accordingly, the parties commit themselves to optimizing the capability, performance and career development options for employees by implementing the following:

- (a) Enhanced Training programs, retraining and education for employees;
- (b) Providing employees with individual training and career opportunities through appropriate training to acquire the necessary additional skills for various and differing local government occupations consistent with the Council's workforce plans
- (c) Providing timely advice and consultation with employees and their union representatives with regard to any changes to training and development policies which may impact employees.

The parties agree with respect to the training and career path development of employees, that each employee will have access to learning processes and resources through a mutually agreed career development plan.

The career development plan will consist of a set of prioritised learning opportunities which should be reviewed annually and will be based upon the following

- (a) The current and future skill requirements of the council;
- (b) Individual employees' desired council career paths consistent with the Council's workforce planning
- (c) The size, structure and nature of the long term strategic operational plans of the council;
- (d) The need to develop vocational and professional skills relevant to council long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers.

Should the employee's access to learning processes and resources not be available within a mutually agreed timeframe, then the employee and council will review the and possibly modify the career development plan.

Individual development plans, developed as part of the achievement planning process, should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing council with a highly skilled workforce, armed with the necessary skills to meet the future service and operational requirements.

Any training associated with the development plan may be provided either externally

or internally, off and on the job, as determined by the Council, to match the individual employee's development needs.

## **74. LEARNING AND DEVELOPMENT PROGRAM**

- 74.1 A Learning and Development Program is a short-course or workshop program which provides employees with the opportunity to enhance workplace-based skills and abilities. Learning and development programs include mandatory courses required for an employee to properly perform their position duties, however, may not result in the attainment of a formal qualification or competency. Attendance at such programs will benefit employees by developing their ability to perform current and future position duties.
- 74.2 Learning and development programs include opportunities for employees to attend industry based conferences, seminars and user-group meetings relevant to their expertise and area of work to ensure employees remain informed of contemporary standards and updates within their specific industry occupation.

## **75. LEARNING AND DEVELOPMENT PROGRAM ENTITLEMENTS**

- 75.1 Eligible employees under Council's learning and development program shall receive:
- 100% of payment of workshop/course/conference/seminar/user-group meeting registration fees, payment of such to be made by Council prior to the program commencement or as required
  - Paid leave from work during ordinary hours to attend program requirements
  - Payment of reasonable expenses associated with travel to and from, and attendance at, learning and development programs

Applications for attendance/participation at a Learning and Development Program must be submitted on the approved application form.

- 75.2 Travel and associated accommodation requirements to attend learning and development programs will be coordinated in accordance with the terms and conditions detailed in the Travel and Accommodation Policy/Procedure.

## **76. EMPLOYEE INTERCHANGE**

- 76.1 Employee interchange is an arrangement whereby employees are provided with an opportunity to perform different functions for agreed periods of time. This will be mutual agreement between an employee and their manager, and the work area involved in the interchange.
- 76.2 Employees undertaking an interchange will be entitled to payment at the appropriate rate of pay for the work performed, as stipulated in the classifications in this agreement. This can be used for developmental purposes and merit based principles will be adhered to.

## **77. CAREER BREAK**

- 77.1 To provide a structured means for employees to absent themselves from the Council and rejoin after a period out of the workforce for an acceptable purpose eg. Child-rearing, elder family member care, study, travel, and health reasons,

Council may permit unpaid career breaks. This is not intended for the sole purpose of allowing employees to undertake alternative employment.

It is hoped that the greater flexibility in employment practices, together with maternity leave and part-time and/or casual employment offers, will assist employees balance their employment with personal development and family responsibilities.

- 77.2 The key features of the Career Break include a minimum term of one (1) year and a maximum of two (2) years for the break. If an employee combines maternity leave and a career break, the maximum term of unpaid leave is still not to exceed a period of two (2) years.
- 77.3 The career break participant may, by mutual agreement and subject to a suitable vacancy, work for the council on a temporary or part-time basis. Any employee returning for part-time or temporary work during their period of a career break agrees to payment being the applicable rate for the position they are filling, which will not necessarily be the rate or level of the position from which they have taken unpaid leave.
- 77.4 The provision of a Career Break is subject to eligibility criteria, including length of service, performance, and reason for applying for a career break. Application for a Career break will be made in writing, no less than 3 months prior to the intended date of commencement for the break.

During periods of unpaid leave for a career break, no form of leave entitlements for Long Service Leave, Sick Leave and Annual Leave will accrue.

The Council's Study Assistance Policy is attached as Appendix D of this Agreement. The policy may be reviewed with the Council in consultation with the Unions during the period of operation of this Agreement.

## **PART 10 - OTHER MATTERS**

### **78. WORKING FROM HOME**

Working from home can be an appropriate alternative for some employees where their job has certain characteristics. These characteristics include:

- (a) High proportion of autonomy and independence
- (b) Easily monitored for performance
- (c) Does not require face-to face interaction

Working from home may benefit workers with family responsibilities. Employees requesting this option must apply in writing to the Director for their area.

### **79. CHILD CARE OPTIONS**

The Council, will maintain resource information about local child care and after-school care providers for the information of employees.

The Director may authorise the payment of reasonable additional child care costs resulting from an employee's conference attendance or work-related travel, subject to approval of costs being sought in advance.

## **80. CORPORATE UNIFORMS- SERVICES STREAM**

- 80.1 The Council may require any employee or group of employees in the Services Stream to wear a corporate uniform. Where the Council requires an employee or group of employees to wear a corporate uniform the following will apply:
- 80.2 On appointment, the provision of the corporate uniform clothing will include five shirts from the corporate range. This will be available to employees not issued with uniforms in accordance with Clause 70.1, Protective Clothing and Footwear. In addition to the shirts employees will be provided with an annual subsidy of \$242.50 (Prorated per week) to be indexed by the percentage of each wage increase provided by this Agreement) toward the purchase of the lower body garment. The lower body garment shall be black in colour and will be business (tailored) shorts/ skirt/ trousers/slacks. Employees are responsible for maintaining their uniforms. Staff agree to support the uniform shirt which shall be provided at no cost to staff.

Following approval of the staff uniform shirts and purchase of the garments each staff member shall be issued with five shirts of his / her selection. New permanent employees will be provided with the same issue on appointment. Maximum term or casual staff may be issued with uniform shirts depending on their period of employment or terms of engagement.

- 80.3 Where an employee is not required to wear the corporate uniform but chooses to do so, the employee will be issued with five (5) shirts from the Corporate range, and in addition, those employees will be supplied with an annual subsidy of \$121.25 (prorated per week) to be indexed by the percentage of the wage increase provided by this Agreement) towards the purchase of the lower body garment. Where an employee elects to wear the uniform then the wearing of that uniform will become compulsory to that employee whilst at work.

## **81. TRANSITION TO RETIREMENT ARRANGMENTS**

Transition to retirement arrangements may be available to those employee's considering full time retirement from the workforce, and who may consider a transition period to retirement.

Transition to retirement arrangements may include but are not limited to the following:

- a) Utilisation of accrued leave to maintain fulltime status while working part time hours, without reduction in Superannuation.
- b) Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO's, TOIL, annualised hours of work, or leave without pay over an agreed period of time. For example two (2) months of work two (2) months leave in rotation.
- c) Working from home on a full time basis may also be considered where the nature of the work is operationally suitable

Any such arrangements between the council and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily start and finish times.

These arrangements may be varied by mutual agreement between the employee and the Council and any agreed variations will be documented.

Accrued leave entitlement balances held immediately prior to accepting a transition to retirement arrangement will not be affected by accepting the transition to the retirement arrangement. On commencement of the transition to retirement arrangement, all leave will accrue in accordance with the relevant hours of work clause within this agreement and/or Award.



## **APPENDIX A**

### **CHARTER OF THE JOINT CONSULTATIVE COMMITTEE**

#### Chairperson

JCC Meetings shall be chaired on a rotational basis between management, and Union representatives.

#### Agenda

All members of the JCC can submit agenda items relevant to the Committee's terms of reference for discussion. Where possible all relevant written information and documents will be circulated with the agenda to members of the committee at least one week prior to the meeting.

A standing agenda item will be the provision, by Council to the JCC, of a quarterly report of the organisations employment numbers as at that quarter. The report will provide a break down of the employment numbers per department/division/section and the categories of employment within Council ie full time, part time, casual and temporary. The report will also identify the number of vacant positions.

#### Minutes

Council will provide a minute's secretary at each meeting. The secretary to the JCC will be responsible for the production of the minutes of the meeting. A copy of the minutes will be made available at least one week prior to the following meeting to all JCC members, Council will also post the minutes upon council's intranet for viewing by employees.

The minutes will be formally accepted at the next meeting of the committee.

## **APPENDIX B**

### **TOWNSVILLE CITY COUNCIL**

#### **REDUNDANCY AGREEMENT**

##### **1. NOTIFICATION OF CHANGE**

###### **(a) *Council's Duty to Notify***

- (i) Where the Council has made a definite decision to introduce major changes in its operations, production, program, organisation, structure or technology that are likely to have significant effects on its Officers, the Council shall notify the Officers who may be affected by the proposed changes and the relevant union(s).
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

###### **(b) *Council's Duty to Discuss Change***

- (i) The Council shall discuss with the employees affected and the relevant union(s) "inter alia", the introduction of the changes referred to in subclause (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the Council to make the changes referred to in subclause (a) (i) hereof.
- (iii) For the purposes of such discussion, the Council shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.

##### **2. REDUNDANCY**

###### **(a) *Discussions before Terminations***

- (i) Where the Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this

is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Council shall hold discussions with the employees directly affected and with the relevant union(s).

- (ii) The discussions shall take place as soon as is practicable after the Council has made a definite decision which will invoke the provision of paragraph (i) hereof and shall cover, "inter alia", any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purposes of the discussion the Council shall, as soon as practicable, provide in writing to the employees concerned and the relevant union(s) all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.

(b) ***Time off Work during the Notice Period***

During the period of notice of termination given by the Council an employee shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment.

(c) ***Notification to the Commonwealth Employment Service***

Where a decision has been made to terminate employees in the circumstances outlined in subclause 1(a) hereof, the Council shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(d) ***Employee Leaving during the Notice Period***

An employee whose employment is terminated for reasons set out in subclause 1(a) hereof may terminate his/her employment during the period of notice and shall be entitled to the same benefits and payments under this Agreement calculated up to and including the new termination date.

(e) ***Alternative Employment***

Notwithstanding the provisions of this Agreement, where an employee whose position is no longer required in accordance with subclause 1(a), finds or is found employment suitable to both parties with another Local Government in Queensland prior to termination, the Council may apply to the Queensland Industrial Relations Commission to vary its obligations to pay severance pay in accordance with clause 6 of this Agreement.

(f) ***Exemption from Redundancy Agreement***

This Redundancy Agreement shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of casual employees, (excluding long term casuals), apprentices, temporaries or employees engaged for a specific period of time or for a specified task or tasks.

(g) ***Transmission of Business***

Employees entitlements in the event of transmission of business are provided under Clause 35 of the Townsville City Council (Queensland Local Government Officers) Certified Agreement 2017.

**3. EFFECTIVE RETRAINING**

The Council agrees to provide, where practicable, effective skills development retraining to employees whose positions become redundant for reasons set out in subclause 1(a) hereof so as to facilitate the immediate or ultimate appointment to another position where the redeployee would otherwise have limited prospects of being re-established in worthwhile employment in the Council. In such a situation, retraining will be oriented towards existing or anticipated employment opportunities.

Retraining may be affected by the adoption of a number of strategies, which include but are not limited to:

1. .... Informal on-the-job training;
2. .... Formal job training;
3. .... Attendance at short courses.

**4. PROCESS FOR RETRENCHMENT**

The Council will:

- (a) try to redeploy or appoint the employee to a suitable position;
- (b) provide appropriate training in accordance with clause 3 of this agreement to assist the employee to carry out the duties of a redeployed or appointed position;
- (c) if redeployment or appointment to a position is not practicable, make a written offer of the involuntary retrenchment package to the employee concerned.

**5. SALARY MAINTENANCE**

Where alternative employment is found for a redundant employee within Council and the wage/salary applicable is less than the wage/salary to which the employee was entitled previously, such employee shall continue to receive the same wage/salary until whichever of the following first happens:

- (a) the employee is no longer employed by the Council;

- (b) the employee is appointed to a position where the wage/salary is equal to or more than the wage/salary of the former position;
- (c) the end of one year after the employee's redeployment and/or appointment to the new position.

Provided that an employee who is redeployed in accordance with this Agreement may within two months of such redeployment reject the new position and request to be retrenched. Council shall then make a written offer of the involuntary retrenchment package to the employee concerned.

## **6. SEVERANCE PAY**

- (a) Payments to an employee, including a long term casual employee as defined under Chapter 2 Part 2 Section 15 of the Industrial Relations Act 2016, who is redundant and is involuntarily retrenched in accordance with this agreement shall be in accordance with Schedule A of this Agreement.

An employee shall be entitled to a payment equal to his/her ordinary time rate of pay for each year of service with the Townsville City Council as detailed in Schedule A.

Provided that a long term casual employee shall be paid a payment for each year of service equal to his/her ordinary time rate of pay based on the average number of hours worked each week during the preceding three (3) financial years or lesser number as the case may be, prior to the date of retrenchment.

The hours so determined shall be paid at the ordinary casual hourly rate being paid to the long term casual employee at the date of retrenchment.

A proportionate amount shall be paid for an incomplete year of service.

The ordinary time rate of pay shall include the employee's base rate of pay plus district and/or locality allowance and any all-purpose payment allowance eg. Leading Hand, site/construction/maintenance allowance.

Provided that an employee shall not receive a severance payment amount more than the employee's ordinary time rate of pay for 60 weeks.

- (b) An offer of Voluntary Redundancy will be made on the basis of seeking to avoid as many involuntary retrenchments as possible.

The Council shall approve any request for Voluntary Redundancy on an employee by employee basis. Following approval the employee will be entitled to the same payments detailed in Schedule A for involuntary redundancy in accordance with subclause 6(a) hereof plus an incentive payment of four (4) weeks ordinary time rate of pay.

Provided that a long term casual employee shall be paid an incentive payment of four (4) weeks ordinary time rate of pay based on the average number of hours worked each week during the previous three (3) financial years or lesser number as the case may be, prior to the date of retrenchment. The hours so determined, shall be paid at the ordinary casual hourly rate being paid to the long term casual employee at the date of retrenchment.

An employee seeking Voluntary Redundancy must accept the offer within two (2) weeks of the offer being made, otherwise it will lapse.

Provided that an employee shall not receive a severance payment more than the employee's ordinary time rate of pay for 38 weeks.

**7. LEAVE ENTITLEMENTS**

- (a) Payment will be made for all annual leave owing including pro rata annual leave and 17.5% annual leave loading on all such leave.
- (b) All long service leave accrued or prorata long service leave will be paid to employees who have been employed for at least twelve months by the Townsville City Council. This payment will be made on the basis of 1.3 weeks accrued for each year of service less any long service leave already taken.

**8. DISPUTES SETTLEMENT**

The parties agree that any dispute arising out of the operation of this Redundancy Agreement where no settlement is reached, either party can refer the dispute to the Queensland Industrial Relations Commission for conciliation and arbitration if necessary. Any arbitrated decision shall be binding on the parties to the dispute.

**SCHEDULE A**

<b>SEVERANCE PAYMENTS</b>		
<b>INVOLUNTARY/VOLUNTARY</b>		
<b>YEARS</b>	<b>SEVERANCE PAYMENTS</b>	
	<b>INVOLUNTARY</b>	<b>VOLUNTARY ****</b>
1	6	10
2	8	12
3	10	14
4	13.2	17.2
5	16.5	20.5
6	19.8	23.8
7	18	22
8	20	24
9	22	26
10	24	28
11	26	30
12	28	32
13	30	34
14	32	36
15	34	38 Max ***
16	36	
17	38	
18	40	
19	42	
20	44	
21	46	
22	48	
23	50	
24	52	
25	54	
26	56	
27	58	
28	60 MAX **	

\*\* Maximum Severance Payment - Involuntary - 60 weeks

\*\*\* Maximum Severance Payment - Voluntary - 38 weeks

\*\*\*\* Includes 4 weeks incentive payment

## APPENDIX C – SCHEDULE OF WAGES

Class	Description	From 6.12.2017
F1A<17	LGO 1A <17Yrs 55PC	26138
F1A17	LGO 1A 17Yrs 60PC	28514
F1A18	LGO 1A 18Yrs 70PC	33266
F1A19	LGO 1A 19Yrs 80PC	38018
F1A20	LGO 1A 20Yrs 90PC	42771

F1A	LGO 1A	47523
F1B	LGO 1B	48545
F1C	LGO 1C	49961
F1D	LGO 1D	51481
F1E	LGO 1E	53028
F1F	LGO 1F	54554

F2A	LGO 2A	56205
F2B	LGO 2B	57871
F2C	LGO 2C	59539
F2D	LGO 2D	61203

F3A	LGO 3A	62863
F3B	LGO 3B	64529
F3C	LGO 3C	66193
F3D	LGO 3D	67861

F4A	LGO 4A	69524
F4B	LGO 4B	71190
F4C	LGO 4C	72854
F4D	LGO 4D	74522

F5A	LGO 5A	76186
F5B	LGO 5B	77846
F5C	LGO 5C	79514

F6A	LGO 6A	82286
F6B	LGO 6B	85061
F6C	LGO 6C	87837

F7A	LGO 7A	90607
F7B	LGO 7B	93385
F7C	LGO 7C	96161

F8A	LGO 8A	99491
F8B	LGO 8B	102815
F8C	LGO 8C	106144
F8D	LGO 8D	109274
F8E	LGO 8E	112394



## **APPENDIX D**

### **TOWNSVILLE CITY COUNCIL STUDY ASSISTANCE POLICY**

#### **1. POLICY STATEMENT**

Council is committed to building the capacity of its workforce by providing opportunities for employees to attain and maintain qualifications and participate in skills development programs that will enhance their knowledge, expertise and abilities to enable them to perform better in their current and future positions within the organisation.

#### **2. PRINCIPLES**

Council endeavours to provide both financial support and leave provisions to assist employees who undertake studies relevant to their current and future positions within Council.

#### **3. SCOPE**

This Policy applies to all employees making an application for study assistance. This Policy must be read in conjunction with current contracts of employment and where conditions within the contract of employment provide for other benefits or entitlements, the contract of employment must be followed in the first instance.

#### **4. RESPONSIBILITY**

The Human Resource Unit is responsible for funding the financial assistance to be provided to employees.

#### **5. DEFINITIONS**

##### **Eligible Employee**

An eligible employee is:

- A permanent (full-time, part-time or job-share) employee of Council; or
- Employed under a fixed-term contract for a period exceeding two years; or
- Employed under a Traineeship/Apprenticeship contract with Council, whether on a full-time basis or school-based arrangement.

The following are not eligible employees under this policy:

- Casual employees;
- Short-term temporary employees of less than twelve months; and
- Contractors/on-hire employees engaged through recruitment agencies.

## **Professional Development Program**

A Professional Development Program is an approved course of study that will result in an employee attaining an Associate Diploma or higher qualification from a nationally accredited tertiary institution.

## **Vocational Education Program**

A Vocational Education Program is a course of workplace-based study which results in an employee attaining a nationally recognised vocational Certificate or Diploma qualification from a registered training organisation.

## **6. POLICY**

### **6.1. Professional Development Program**

In assessing an employee's application, Council will consider:

- Whether the employee qualifies for one of the classes of assistance available, as described in this policy;
- Whether the employee exhibits satisfactory work performance; and
- Council's capacity to support the employee throughout the duration of the proposed study period.

Participation on the Professional Development program will be made available to all employees on the basis of merit.

### **Eligibility Criteria and Categories of Assistance for the Professional Development Program**

#### **Category One:**

Eligible employees who are engaged under Cadetship arrangements with Council and who are completing a mandatory course of study for their current position may qualify for Category One assistance.

Bonding arrangements may be applied to employees receiving Category One assistance.

#### **Degree of Assistance:**

- 100% payment of all course fees and compulsory text books/resources, payment of such to be made by Council prior to semester commencement;
- Paid leave from work during ordinary hours to attend class requirements, including
- residential programs and mandatory workshops as determined by the tertiary institution;
- Payment of reasonable expenses associated with travel to and from, and attendance at, mandatory residential programs;
- Paid leave of up to five hours per week for completion of course assessments as required by the tertiary institution;
- If the course of study is undertaken by distance education, paid leave of up to five hours per week, as determined by equivalent contact hours, for the completion of course requirements; and
- Up to two days per subject per semester paid leave to prepare for and attend compulsory course examinations.

### **Category Two:**

Eligible employees who are undertaking a qualification which has direct relevance to their current position and attainment of the qualification would be of benefit to the business unit operations may qualify for Category Two assistance.

Degree of Assistance:

- 50% reimbursement of course subject fees, excluding text books and other materials,
- payments to be made by employees up front and reimbursement will be available upon
- successful completion of course units;
- Paid leave of up to five hours per week, including travel time, to attend class requirements if required to attend during normal working hours;
- If course of study undertaken by distance education, paid leave of up to five hours per week, as determined by equivalent contact hours, for completion of course requirements
- Up to two days per subject per semester paid leave to prepare for and attend compulsory course examinations if required; and
- If the course of study is undertaken by distance education, paid leave of up to ten working days per annum to attend residential programs, the cost of attending the residential program to be covered by the individual employee, including travel, accommodation, meals and miscellaneous expenses.

### **Category Three:**

Eligible employees who are undertaking a qualification which has relevance to their area of work or to the functions of local government, but which may not have direct benefit to the employee's current position, however, attainment of the qualification may benefit the employee's progression within Council may qualify for Category Three assistance.

Degree of Assistance:

- Payment of all course fees and course materials will be the responsibility of the employee;
- Paid leave of up to five hours per week, including travel time, to attend class; requirements if required to attend during normal working hours;
- If the course of study is undertaken by distance education, paid leave of up to five hours per week, as determined by equivalent contact hours, for completion of course requirements;
- Up to two days per subject per semester paid leave to prepare for and attend compulsory course examinations if required; and
- If the course of study is undertaken by distance education, paid leave of up to five working days per annum to attend residential programs, the cost of attending the residential program to be covered by the individual employee, including travel, accommodation, meals and miscellaneous expenses.

### **Variation to Categories of Assistance**

The Chief Executive Officer has authority to approve a variation to the categories of assistance applicable to professional development applications.

## **6.2. Vocational Education Program**

An eligible employee may apply for Vocational Education Program assistance if:

- The employee is required to complete the vocational education qualification as part of the position duties;
- The proposed course of study is to be undertaken through an approved Supervising Registered Training Organisation and the qualification to be attained is nationally recognised;
- The course of study to be undertaken will result in a Certificate or Diploma qualification;
- The employee exhibits satisfactory work performance; and
- Council has the capacity to support the Employee throughout the duration of the proposed study period.

Participation on the Vocational Education program will be made available to all employees on the basis of merit.

### **Vocational Education Assistance**

Eligible employees under Council's vocational education assistance program will receive:

- 100% payment of all course fees and compulsory text books/resources, payment of such to be made by Council prior to course commencement or as required by the training organisation;
- Paid leave from work during ordinary hours to attend class requirements, including block release and mandatory workshops as determined by the registered training organisation;
- Payment of reasonable expenses associated with travel to and from, and attendance at, block release programs and mandatory workshops;
- Paid leave of up to two hours per week for completion of course assessments as required by the registered training organisation; and
- If the course of study is undertaken by distance education, paid leave of up to two hours per week, as determined by equivalent contact hours, for completion of course requirements.

## **6.3. Application for Assistance**

Each application for professional development or vocational education assistance must be submitted on a designated Application Form, authorised by the relevant Director and forwarded to the Human Resources Unit.

## **6.4. Allocation of Assistance**

Employees engaged on a permanent part-time arrangement will have their entitlements to professional development or vocational education assistance calculated on a pro-rata basis, determined by equivalent hours of work.

Where possible, employees receiving assistance must ensure that attendance at course requirements has minimal disruption to operational requirements. Employees undertaking courses of study via distance education may only take leave provisions at mutually agreed times to be decided in consultation with the employee's Supervisor.

Unless otherwise granted, employees receiving assistance will not be eligible to claim for expenses associated with late enrolment fees, supplementary exam fees, costs associated with the provision of text books and other course resources, costs associated in replacing lost text books and other course resources and any other costs not specified in the category assistance listings.

**6.5. Restrictions on an Employee's Participation on the Professional Development or Vocational Education Program**

Council has a responsibility to ensure that services to the community are not adversely affected by an employee's participation on a professional development or vocational education program and Council therefore reserves the right to deny access by an employee to eligible leave provisions should circumstances require.

**6.6. Employee Withdrawal from the Professional Development or Vocational Education Program**

Assistance will not continue for an employee following his/her termination of employment with Council and applications for study reimbursement will not be accepted by Council following the employee's termination date.

The Chief Executive Officer will have discretion to approve applications for assistance and claims for reimbursement to employees who are on extended leave from work, including career break, maternity leave and long service leave.

**6.7 Employee's Inability to meet Course Requirements or Achieve Competency**

Council may, at its discretion, withdraw its offer of assistance or request that an employee show cause why she/he should continue to receive assistance if the employee demonstrates poor work performance or fails to pass a subject on more than one occasion or is unable to meet course requirements. Such action may be taken as an outcome of a performance management process.

Employees receiving either category one, two or three assistance are responsible for all costs associated with subject re-enrolment and will not be able to access any leave entitlements for the subject(s) to be repeated that would otherwise be an entitlement for that category of assistance.

An employee who is dissatisfied with the outcome of their application for professional development or vocational education assistance may elect to access Council's grievance process.

**7. LEGAL PARAMETERS**

Queensland Local Government Industry (Stream A) Award 2017

**8. ASSOCIATED DOCUMENTS**

Study Assistance Procedure  
Application for Professional Development Assistance  
Application for Vocational Education Assistance

**SIGNATORIES FOR THE PARTIES TO THE AGREEMENT**

Signed for and on behalf of the  
**Townsville City Council**

\_\_\_\_\_ Signature

**Adele Young**  
Chief Executive Officer

In the presence of

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Name

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

\_\_\_\_\_ Signature

**Neil Henderson**  
State Secretary

In the presence of

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Name

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

\_\_\_\_\_ Signature

**Adam Kerslake**  
Director

In the presence of:

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Name

Signed for and on behalf of the

The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union  
of Employees, Queensland. (AMEPKIU)

\_\_\_\_\_ Signature

**Rohan Webb**  
State Secretary

In the presence of:

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Name