

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 - s. 193 - certification of an agreement

Central Highlands Regional Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

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

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

(Matter No. CB/2018/92)

CENTRAL HIGHLANDS REGIONAL COUNCIL CERTIFIED AGREEMENT 2018-2021

Certificate of Approval

On 13 July 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement:	<i>Central Highlands Regional Council Certified Agreement 2018-2021</i>
Parties to the Agreement:	<ul style="list-style-type: none">• Central Highlands Regional Council;• The Australian Workers' Union of Employees, Queensland;• Queensland Services, Industrial Union of Employees;• Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and• Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.
Operative Date:	13 July 2018
Nominal Expiry Date:	30 June 2021
Previous Agreements:	<i>Central Highlands Regional Council Enterprise Bargaining Certified Agreement 2012-2015 - CA/2012/561.</i>
Termination Date of Previous Agreement:	30 June 2015

By the Commission

A.L. BLOOMFIELD

Deputy President.

13 July 2018



Central Highlands
Regional Council

Certified Agreement

2018 - 2021

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PREAMBLE

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

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

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

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

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

PART 1 – INTRODUCTION

1.1 TITLE

This Agreement shall be known as the Central Highlands Regional Council Certified Agreement 2018 - 2021 and shall be made in the Queensland Industrial Relational Commission.

1.2 DEFINITIONS

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

1.3 APPLICATION

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

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

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

1.4 RENEGOTIATION

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

1.5 PARTIES BOUND

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

- a) The Australian Workers' Union of Employees, Queensland (AWU) ABN 54 942 536 069;
- b) Queensland Services, Industrial Union of Employees (QSU) ABN 13 540 483 194;

- c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU) ABN 73 089 711 903;
- d) The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU) ABN 59 459 725 116.

1.6 RELATIONSHIP TO PARENT AWARDS

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

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

1.7 NO EXTRA CLAIMS

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

1.8 DATE AND PERIOD OF OPERATION

This Agreement shall have effect from the first full pay period in 2018/2019 financial year and shall continue to have effect until the nominal expiry date of 30 June 2021. The Agreement shall continue to have full effect following the nominal expiry date until it is varied or terminated in accordance with the Act.

PART 2 - POSITIVE EMPLOYMENT RELATIONS

2.1 PURPOSE AND OBJECTIVES OF THE AGREEMENT

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

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

2.2 JOINT CONSULTATIVE COMMITTEE

2.2.1 Development of Joint Consultative Committee (JCC)

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

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

- a) Workplace issues that have the potential to impact employees, including work units, departments or the entire organisation, e.g. workloads; and
- b) Monitor and review implementation of this Agreement; and
- c) Undertake specific responsibilities and activities in accordance with this Agreement; and
- d) Identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to increased job satisfaction; and
- e) Any other matter raised by Union or management which impacts on the workforce.

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

2.2.2 JCC Facilities

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

- a) Meetings, associated work and reporting should occur in normal working time;

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

2.3 *UNION RIGHT OF ENTRY*

2.3.1 *Authorised Industrial officer*

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

2.3.2 *Entry procedure*

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

2.3.3 *Inspection of records*

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

2.3.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with Council, or a member or employee eligible to become a member of the Union:

- a) Matters under the Act during working or non-working time; and

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

2.3.5 *Conduct*

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

2.4 *UNION ENCOURAGEMENT*

2.4.1 *Preamble*

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

2.4.2 *Documentation to be provided by Council*

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

2.4.3 *Union delegates*

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

2.4.4 *Deduction of Union Fees*

Council shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

2.5 *DISPUTE SETTLEMENT/RESOLUTION*

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

- a) The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace;
- b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work;
- c) The following procedure applies to all industrial matters within the meaning of the Act:
Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the

grievance or dispute. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1, or be represented by such employee's representative during the course of Stage 2. If the grievance is with the immediate supervisor the employee shall inform their supervisor's supervisor.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the aggrieved employee may submit the matter in writing to the General Manager if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- d) Council shall ensure that:
 - I. the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - II. the grievance shall be investigated in a thorough, fair and impartial manner;
- e) Council may appoint another person to investigate the grievance or dispute. Council may consult with the employee representative in appointing an investigator. The appointed person shall be any person other than the employee's supervisor or manager;
- f) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance;
- g) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:-
 - i. **Stage 1:** Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond seven (7) days;
 - ii. **Stage 2:** Discussions should take place between the employee and such employee's Manager within 48 hours and the procedure shall not extend beyond seven (7) days;
 - iii. **Stage 3:** Not to exceed fourteen (14) days.
- h) If the grievance or dispute is not settled the matter may be referred to the QIRC by the employee, the union or Council;
- i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3;
- j) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.6 LEARNING AND DEVELOPMENT

2.6.1 Agreement Training

To ensure that management, supervisory staff and other relevant employees understand the intent and application of this Agreement, an education program relating to this Agreement and the parent Awards shall be facilitated through training of the Executive Leadership Team /

Management Team /Human Resources/ Payroll / JCC and toolbox talks as appropriate following this Agreement being certified by the QIRC.

2.6.2 Commitment to Learning and Development

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

2.6.3 Learning and Development Plans

- a) Employee individual development opportunities, where applicable, will be through access to appropriate training programs. The programs where available and appropriate shall be based on nationally accredited competencies and curriculum;
- b) Training and skill development will generally be carried out in normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. Any Council organised training outside normal working hours shall have regard to employees' family responsibilities;
- c) Where Council requests an employee (including a casual employee) to attend a training course outside of normal working hours the employee may elect TOIL or the overtime rates. This will include travelling time in excess of the employee's normal commuting time; and
- d) Trainees and apprentices who are required to attend compulsory training courses will be provided with reasonable transport and/or accommodation assistance as approved by the CEO.

2.7 CLASSIFICATION AND RECLASSIFICATION

- a) Classification and reclassification provisions shall be applied to employees as per the full provisions of the relevant parent award/s outlined in clause 1.6;
- b) Following discussions with the relevant Supervisor, applications must be forwarded to Human Resources in the first instance. The employee will receive written notification, via email, that their application has been received;

- c) The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the employee shall be back paid to the date the application is made;
- d) The reclassification procedure will be in accordance with Council Procedure – Position Reclassification and Redesign; and
- e) Where Council proposes reclassification or redesign of a position description, the employee shall be consulted in accordance with Clause 3.4 of this Agreement.

2.8 *ANNUAL PERFORMANCE APPRAISALS*

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

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

PART 3 - JOB SECURITY

3.1 COMMITMENT TO JOB SECURITY

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

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

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

3.2 FILLING OF VACANT POSITIONS

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

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

Vacancies shall be communicated to all work locations, at least seven (7) working days before the closing date for applications and in such other manner as Council may determine.

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

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

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

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

Where Council considers there to be sufficient suitably qualified applicants internally, Council shall call positions internally in the first instance. Where Council considers there is insufficient suitably qualified applicants, then Council shall call positions simultaneously by advertising internally and externally. Selection shall be made based on merit in all cases.

3.3 CONTRACTING OUT

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

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

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

Management reserves its right to allocate resources, works and services. Where Council seeks to contract out or lease any Council works and services provided by "in house" permanent Council employees in accordance with the above criteria, the relevant Unions will be consulted as early as possible

3.4 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

3.4.1 Council's duty to notify

- a) Before Council decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s;
- b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs;
- c) Where the Award makes provision for alteration of any of the matters referred to in clauses 3.4.1 (a) and (b) an alteration shall be deemed not to have significant effect;
- d) Council will give genuine consideration and shall provide feedback in writing on any relevant matters raised by the employees and/or the relevant Unions in relation to the change.

3.4.2 Employer's duty to consult over change

- a) Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment);
- b) The consultation must occur as soon as practicable before making the decision referred to in clause 3.4;
- c) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, proposed changes to the structure, proposed new positions and any other matters likely to affect employees.;
- d) Notwithstanding the provision of clause 3.4.2(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

3.4.3 Consultation - Policies

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

3.5 REDUNDANCIES AND REDEPLOYMENT

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

3.5.1 Voluntary Redundancies

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

3.5.2 Redeployment

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

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

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

Where a voluntary redundancy is agreed, Council may offer to redeploy another employee, whose role has been identified as redundant, to the role of the employee who has chosen voluntary redundancy, where the employee has the relevant skills and qualification to undertake that work.

3.5.3 Involuntary Redundancies

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

- a) At the rates set out by the Queensland Employment Standards for employees who have completed between at least one year but not more than four years of continuous service;
- b) If an employee has completed four years of service they are entitled to redundancy pay at the rate of two (2) weeks' pay for each complete year of continuous service with Council, plus

a pro-rata amount for an incomplete year (whole months only taken into account). Severance payments are subject to a maximum payment of 52 weeks' pay.

3.6 *TRANSITION TO RETIREMENT ARRANGEMENTS*

Transition to retirement arrangements may be available to those employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of Council and the employee.

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

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

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

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

3.7 *PROBATIONARY PERIOD*

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

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

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

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

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

PART 4 - TYPES OF EMPLOYMENT

4.1 FULL TIME

Full time hours for all employees covered by this Agreement shall be as determined by the relevant Awards.

4.2 PART TIME

The Award – (Stream A), Division 2, Section 1, provides for ordinary hours to be worked less than 36.25 ordinary hours per week and a pattern of work to be agreed on engagement.

The Award – (Stream B), Division 2, Section 5 and (Stream C), Division 2, Section 1, Building Trades, provides for more than 10 but less than 38 ordinary hours per week to be worked and employment to be on pre- determined days of the week for a regular number of hours.

The Award – (Stream C), Division 2, Section 2, provides for employment for a regular number of hours averaging less than 38 ordinary hours per week.

4.3 CASUAL

4.3.1 Casual Minimum Engagement

The Award – (Stream A), Division 2, Section 1, prescribes employment on an hourly basis with a minimum engagement of three (3) hours.

The Award – (Stream B), Division 2, Section 5, provides for casual employees to be provided with a minimum of three (3) hours' work for each engagement. In addition casual employees engaged in hospitality, cemetery, cleaning or caretaking shall receive a minimum two (2) hours' for each engagement.

The Award – (Stream C), Division 2, Section 1, does not provide for any minimum hours for casual employees. Employees are employed by the hour for less than the maximum ordinary hours per week prescribed for a full time employee.

The Award – (Stream C), Division 2, Section 2, provides for casual employees to be provided with a minimum of three (3) hours' work for each engagement.

4.3.2 Conversion to Permanent Employment

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

Council shall advise the employee in writing of their right to elect to have their employment converted to full time or part time employment. The employee retains his or her right of election if Council fails to comply with this sub clause. An employee who elects to convert shall be employed as either a permanent part time or permanent full time employee according to the pattern or ordinary hours worked in the preceding 12 month period or otherwise by mutual agreement in writing.

4.4 FIXED-TERM TEMPORARY

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

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

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

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

PART 5 - HOURS OF WORK

5.1 FLEXIBLE WORKING ARRANGEMENTS

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

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

5.1.1 Job Share Arrangements

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

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

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

5.1.2 Part Time Work

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

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

5.1.3 Home Based Work Arrangements

Home based work is an innovative response to the opportunities presented by changes in technology as well as issues including greater flexibility of working hours and matters involving persons with family responsibilities.

Home based employees shall be permanent employees of Council and their terms and conditions of employment shall be covered by a specific home based work agreement entered into by Council and the employee which shall cover matters such as insurance, equipment, access arrangements, security, workplace health and safety and workers' compensation.

No employee shall work from home until such an agreement is entered into between Council and the employee and is agreed to by the CEO. It is envisaged that home based work arrangements shall generally be available for project work or where circumstances are considered suitable and operationally convenient by the CEO.

5.1.4 Local Area Work Agreement

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

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

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

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

5.2 SPAN OF HOURS

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

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

5.3 ROSTERED DAYS OFF

5.3.1 *Nine day Fortnight*

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

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

5.3.2 *Nineteen Day Month*

A nineteen day month shall apply to the following employees:

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

5.4 *Rostered Day Off (RDO) Scheduling*

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

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

If a statutory holiday falls on the day on which the employee is rostered off, such employee shall take the RDO on the next business day or at a mutually convenient time as agreed between the employee and Council. Any change in the RDO should be accommodated within the current pay cycle where practical.

Employees shall be entitled to bank up to five (5) RDO's. When the employee has accrued in excess of five (5) RDO's, Council and the employee shall agree a mutually convenient time for the employee to take their RDO's or for the RDO's to be cashed out, dependent on a written

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

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

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

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

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

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

PART 6 - RATES OF PAY AND PAY RELATED MATTERS

6.1 WAGE/SALARY INCREASE

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

6.1.1 Salary/Wage Increase

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

- a) after 1 July 2018, where a 4% increase shall apply; and
- b) after 1 July 2019, where a 2.5% increase shall apply; and
- c) after 1 July 2020, where a 3% increase shall apply.

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

6.1.2 Wage Schedule

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

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

6.1.3 Superannuation

Employees currently benefit from a higher Council contribution to superannuation where an employee co-contribution is made in accordance with the *Queensland Local Government Act 2009*. Council commits to increase the employer contributions from 12% to 12.5% from the first full pay period after 1 July 2020.

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

6.2.1 Minimum Hours

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

6.2.2 Training

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

6.3 SUPERVISORS

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

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

6.4 TRAVEL TIME DEPOT TO JOB SITE

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

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

6.5 PAY RATES FOR JUNIORS

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

6.6 SALARY SACRIFICE/SALARY PACKAGING

6.6.1 Salary Sacrifice

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

6.6.2 Salary Packaging

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

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

6.6.3 Summary

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

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

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

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

(Stream A). Employees who are currently engaged at Level 1 and who have served more than (12) months at that classification will be translated to Level 2.1 at the commencement date of this Agreement and progress in accordance with the incremental progression provided for in Award - (Stream A).

6.8 REGISTRATION FEES

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

6.9 COMMENCEMENT LEVELS – Award - (Stream B) EMPLOYEES

Employees who have their terms and conditions of employment covered by the Award - (Stream B) shall be entitled to a minimum commencement level of Level three (3) of this Award. After completing 12 months of satisfactory service these employees shall move to a minimum of Level four (4) of the Award - (Stream B). Employees who are currently engaged at Level three (3) and who have served more than 12 months at that classification will be translated to Level four (4) at the commencement date of this Agreement.

6.10 ALLOWANCES

6.10.1 Adjustment

The allowances listed below shall be subject to adjustment each year in line with the percentage wage increase as determined in clause 6.1.1 of this Agreement:

- a) On Call allowance;
- b) Camp allowance;
- c) Meal allowance;
- d) Toilet Cleaning allowance;
- e) Safety Representative allowance;
- f) Asbestos allowance;
- g) Leading Hand allowance; and
- h) Construction Grader allowance

6.10.2 On Call Allowance

6.10.2.1 Monday to Saturday - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid an allowance (as per Schedule One (1)) for each day and/or night during which the employee remains on call.

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

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

- d) An employees on call who is called out to perform work on one of their ordinary working days shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work at a minimum payment of two (2) hours at the prevailing overtime rate;
- e) An employee on call who is called out to perform work on either Saturday or Sunday shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, at a minimum payment of one and a half (1 ½) hours at the relevant overtime rate;
- f) An employee shall only be entitled to a minimum payment for one callout per day. Any other callouts during that day shall be paid at prevailing overtime rates for actual time worked;
- g) An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to Council's premises outside ordinary hours to perform a specific job.

6.10.3 Call Out

A call out shall occur when an employee, whether on call or not, is required to leave their place of residence or another location which is not a place of work when receiving the call and are required to attend a site/location in order to assess and /or rectify the situation which gave rise to the call out. Where this occurs the employee shall be entitled to the penalty rates stated in the relevant Award.

6.10.4 Camp Allowance

Where it is necessary for an employee to live in a camp provided by Council free of charge, such employee shall be paid a camping allowance as stated in Schedule One (1) of this Agreement for each day (including Saturday and Sunday) the employee lives in the camp. Provided that the camping allowance shall not be less than that provided for in the relevant Award. The employee shall provide personal items including cooking utensils, food and linen. The establishment of camps must be with the approval of the CEO.

6.10.5 Meal Allowance

An employee, other than an employee living in camp, shall be supplied with a reasonable meal at Council's expense, or be paid a meal allowance as stated in Schedule One (1) of this Agreement in lieu, at all meal breaks during overtime as prescribed in the relevant Award.

6.10.6 Toilet Cleaning Allowance

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

6.10.7 Wet Weather

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

6.10.8 Live Sewer Work Allowance

Where an employee is either directed to work on pumps or machinery involved with live sewage or this type of work forms part of the employee's usual work that brings them in contact with live sewage, they shall be paid at the rate of pay as per the live sewer allowance of the Awards - (Stream B) or (Stream C) whilst working on such equipment.

6.10.9 Traffic Controllers

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

6.10.10 Tool Allowance

Each employee has a duty of care to maintain their tools in a usable condition for the work they undertake for Council. Employees using their own tools shall be entitled to a subsidy of \$1,500 per financial year upon the production of a receipt for such tools purchased that an employee uses at work. Conversely Council shall purchase such tools on behalf of the employee with a view to providing the employee with an increased benefit where Council is able to secure the tools at a discounted rate. Employees shall have the choice of using the full subsidy during each financial year or accumulating any part or all of the subsidy over the term of this Agreement. The provision for the payment of Tool Allowance in any relevant Award shall no longer apply.

6.10.11 Workplace Health and Safety Representative Allowance

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

6.10.12 Asbestos Allowance

Where an employee is either directed to work on sites, buildings or infrastructure that involves asbestos, or this type of work forms part of the employee's usual work that brings them in contact with asbestos, they shall be paid an asbestos allowance as per Schedule One (1) of this Agreement.

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

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

6.10.14 Construction Grader Allowance

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

PART 7 - LEAVE ENTITLEMENTS

7.1 SICK LEAVE

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

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

7.2 CARER'S LEAVE

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

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

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

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

7.3 PAYOUT OF PERSONAL LEAVE ON TERMINATION OF EMPLOYMENT

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

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

Table 1 – Sick Leave Payout Schedule.

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

7.4 *ABSENTEEISM MANAGEMENT PROCEDURE*

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

The Parties agree that sick/carer's leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or being required to care for an immediate family or household member. This procedure is designed to curtail sick leave abuse and absenteeism by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.

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

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

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

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

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

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

7.5 PARENTAL LEAVE

7.5.1 Definition

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

7.5.2 Paid Birth Related Leave

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

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

7.5.3 Adoption Leave

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

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

7.5.4 Return to part time work after Parental Leave

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

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

7.6 BEREAVEMENT LEAVE

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

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

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

The CEO at their discretion may grant bereavement leave:

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

7.7 ANNUAL LEAVE

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

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

7.8 LONG SERVICE LEAVE

7.8.1 Accrual

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

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

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

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

7.8.2 Long Service Leave Reduction Scheme

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

7.8.3 Long Service Payment Options

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

7.9 WORKERS' COMPENSATION TOP UP FROM SICK LEAVE

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

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

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

To facilitate the provision of this clause a written request to the CEO is required.

7.10 PUBLIC HOLIDAY

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

7.11 TRADE UNION TRAINING LEAVE

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

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

7.12 DOMESTIC AND FAMILY VIOLENCE LEAVE

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

7.13 NATURAL DISASTER LEAVE

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

SIGNATORIES

Signed for and on behalf of the
Central Highland Regional Council

.....
Mr Scott Mason
Chief Executive Officer

In the presence of

.....
.....
Marnie Wills

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

.....
(Signature)

.....
Neil Henderson

.....
Secretary

In the presence of

.....
(Signature)

.....
Jane Grey

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

.....
(Signature)

.....
Stephen Kenneth Baker

.....
Acting Secretary

In the presence of

.....
(Signature)

.....
Breanna Beattie

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

.....
(Signature)

.....
Rohan Webb

.....
State Secretary

In the presence of

.....
(Signature)

.....
Elizabeth Barlow

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

.....
(Signature)

.....
Jade Ingham

.....
Divisional Branch Assistant Secretary

In the presence of

.....
(Signature)

.....
Emma Eaves

SCHEDULE ONE – WAGE PROVISIONS

Queensland Local Government Industry (Stream A, Division 2, Section 1) Award - State 2017				
Classification	CHRC rate as at 30 June 2017	4% increase as at 1 July 2018	2.5% Increase as at 1 July 2019	3% Increase as at 1 July 2020
Level 1 - 1	991.1800	1030.8272	1056.5979	1088.2958
Level 1 - 2	1005.7200	1045.9488	1072.0975	1104.2604
Level 1 - 3	1029.2200	1070.3888	1097.1485	1130.0630
Level 1 - 4	1052.0700	1094.1528	1121.5066	1155.1518
Level 1 - 5	1074.8100	1117.8024	1145.7475	1180.1199
Level 1 - 6	1095.5600	1139.3824	1167.8670	1202.9030
Level 2 - 1	1119.8400	1164.6336	1193.7494	1229.5619
Level 2 - 2	1144.5600	1190.3424	1220.1010	1256.7040
Level 2 - 3	1171.9200	1218.7968	1249.2667	1286.7447
Level 2 - 4	1198.8600	1246.8144	1277.9848	1316.3243
Level 3 - 1	1226.5500	1275.6120	1307.5023	1346.7274
Level 3 - 2	1254.5500	1304.7320	1337.3503	1377.4708
Level 3 - 3	1282.5600	1333.8624	1367.2090	1408.2252
Level 3 - 4	1311.0200	1363.4608	1397.5473	1439.4737
Level 4 - 1	1339.0300	1392.5912	1427.4060	1470.2282
Level 4 - 2	1367.4900	1422.1896	1457.7443	1501.4767
Level 4 - 3	1395.4800	1451.2992	1487.5817	1532.2091
Level 4 - 4	1423.4700	1480.4088	1517.4190	1562.9416
Level 5 - 1	1451.9400	1510.0176	1547.7680	1594.2011
Level 5 - 2	1479.9500	1539.1480	1577.6267	1624.9555
Level 5 - 3	1507.9500	1568.2680	1607.4747	1655.6989
Level 6 - 1	1555.2300	1617.4392	1657.8752	1707.6114
Level 6 - 2	1602.0600	1666.1424	1707.7960	1759.0298
Level 6 - 3	1649.3400	1715.3136	1758.1964	1810.9423
Level 7 - 1	1696.1600	1764.0064	1808.1066	1862.3498
Level 7 - 2	1742.9800	1812.6992	1858.0167	1913.7572
Level 7 - 3	1789.8100	1861.4024	1907.9375	1965.1756
Level 8 - 1	1846.2700	1920.1208	1968.1238	2027.1675
Level 8 - 2	1902.7200	1978.8288	2028.2995	2089.1485
Level 8 - 3	1959.1900	2037.5576	2088.4965	2151.1514
Level 8 - 4	2011.9800	2092.4592	2144.7707	2209.1138
Level 8 - 5	2064.7700	2147.3608	2201.0448	2267.0762

Queensland Local Government Industry (Stream B, Division 2, Section 5) Award - State 2017				
Classification	CHRC rate as at 30 June 2017	4% increase as at 1 July 2018	2.5% Increase as at 1 July 2019	3% Increase as at 1 July 2020
Level 1	995.3700	1035.1848	1061.0644	1092.8964
Level 2	1009.4800	1049.8592	1076.1057	1108.3889
Level 3	1023.3100	1064.2424	1090.8485	1123.5739
Level 4	1037.6800	1079.1872	1106.1669	1139.3519
Level 5	1055.1200	1097.3248	1124.7579	1158.5007
Level 6	1084.6400	1128.0256	1156.2262	1190.9130
Level 7	1115.2000	1159.8080	1188.8032	1224.4673
Level 8	1142.4800	1188.1792	1217.8837	1254.4202
Level 9	1172.5600	1219.4624	1249.9490	1287.4474

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

Classification	CHRC rate as at 30 June 2017	4% increase as at 1 July 2018	2.5% Increase as at 1 July 2019	3% Increase as at 1 July 2020
BT 1	1295.5400	1,347.3616	1,381.0456	1,422.4770
BT 2	1359.9800	1,414.3792	1,449.7387	1,493.2308
BT 3	1425.1000	1,482.1040	1,519.1566	1,564.7313

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

Classification	CHRC rate as at 30 June 2017	4% increase as at 1 July 2018	2.5% Increase as at 1 July 2019	3% Increase as at 1 July 2020
C14	1023.4766	1064.4157	1091.0261	1123.7568
C13	1062.3428	1104.8365	1132.4574	1166.4311
C12	1132.3020	1177.5940	1207.0339	1243.2449
C11	1197.0790	1244.9621	1276.0862	1314.3688
C10	1295.5400	1347.3616	1381.0456	1422.4770
C9	1360.3170	1414.7297	1450.0979	1493.6009
C8	1425.0940	1482.0978	1519.1502	1564.7247
C7	1489.8710	1549.4658	1588.2025	1635.8486
C6	1619.4250	1684.2020	1726.3071	1778.0963
C5	1684.2020	1751.5701	1795.3593	1849.2201
C4	1748.9790	1818.9382	1864.4116	1920.3440
C3	1878.5330	1953.6743	2002.5162	2062.5917

Allowances

Allowance	CHRC Rate as at 30 June 2017	\$ or 4% increase as at 1 July 2018	2.5% Increase as at 1 July 2019	3% Increase as at 1 July 2020
On Call / day	25.0000	30.0000	30.7500	31.6725
Camp / day	46.8300	48.7032	49.9208	51.4184
Meal / unit	24.9000	25.8960	26.5434	27.3397
Toilet Cleaning / day	8.7100	9.0584	9.2849	9.5634
Safety Representative / week	16.9700	17.6488	18.0900	18.6327
Asbestos / week	0.0000	20.0000	20.5000	21.1150
Leading Hand / week	0.0000	50.0000	51.2500	52.7875
Construction Grader / day	15.0000	15.6000	15.9900	16.4697