

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 - s. 156 - Certification of an agreement*

Burdekin Shire Council Enterprise Bargaining Certified Agreement 2009  
(CA/2009/115)

DEPUTY PRESIDENT SWAN

11 November 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 11 November 2009 the Commission certifies the following written agreement:

Burdekin Shire Council Enterprise Bargaining Certified Agreement 2009 (CA/2009/115) [as amended]

made between:

- Burdekin Shire Council (ABN 66 393 843 289)
- The Australian Workers' Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

The agreement was certified by the Commission on 11 November 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 11 November 2009) and apply administratively from the date of acceptance by employees until its nominal expiry on 30 June 2012.

This agreement replaces:

- CA/2005/66 (Burdekin Shire Council - Certified Agreement)
- Burdekin Shire Council Enterprise Bargaining Agreement 2004 (AG2004/9831)

By the Commission.

D.A. SWAN  
Deputy President

**Burdekin Shire Council Enterprise Bargaining Certified Agreement 2009**

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#### **1.0 Title**

BURDEKIN SHIRE COUNCIL ENTERPRISE BARGAINING CERTIFIED AGREEMENT, 2009

#### **2.0 Definitions**

“Chief Executive Officer” is the position as defined in the Local Government Act

“Commission” means the Queensland Industrial Relations Commission

“Council” means the Burdekin Shire Council

“Employee” means all employees employed by Burdekin Shire Council either full time, part time, casual or maximum term.

“Officers employed under the Queensland Local Government Officers Award 1998” means all Employees of Council who are employed pursuant to the Queensland Local Government Officers Award 1998.

“Industrial Registrar” means the Industrial Registrar of the Queensland Industrial Relations Commission

“Single Bargaining Unit” mean representatives of Council and the relevant unions representing members at Burdekin Shire Council

“Nominated representative” means a person nominated by the employee who may be a union representative. The nominated representative is present at meetings in the capacity of providing support to the Employee and can provide relevant advice and advocate on the employee’s behalf.

#### **3.0 Parties Bound**

3.1 The parties to the Agreement are – Burdekin Shire Council and the following unions and their members:

- Australian Workers’ Union of Employees, Queensland (AWU)
- Queensland Services, Industrial Union of Employees (QSU)
- Automotive, Metals, Engineering, Printing and Kindred Industries Union of Employees (AMWU)
- Federated Engine Drivers’ and Firemens’ Association of Queensland, Union of Employees (FEDFA)
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)

#### **4.0 Date and Period of Operation**

4.1 This Enterprise Bargaining Agreement shall commence from the date of certification and apply administratively from the date of acceptance by employees and shall remain in force until 30 June 2012. Payment of wage increases will be effective from 1 July 2009.

4.2 The parties agree to commence negotiations for a new Certified Agreement on the 1<sup>st</sup> of February 2012.

#### **5.0 Relationship with Awards**

5.1 This Agreement is read in conjunction with the provisions of the following Awards:-

- (a) Local Government Employees Award (Excluding Brisbane City Council) Award State 2003 – (LGEA03)
- (b) Queensland Local Government Officers Award 1998 – State (QLGOA98)

- (c) Building Trades Public Sector Award State 2002
- (d) Engineering Award State 2002
- (e) National Training Wage Award 2000
- (f) Training Wage Award – State 2003

## **6.0 No Extra Claims**

- 6.1 The parties to this Enterprise Bargaining Agreement agree that during the life of this Agreement, no extra claims will be made for further wage or salary increases.
- 6.2 The only exceptions to clause 6.1 are cases number A/2008/7 and A/2009/2 before the Queensland Industrial Relations Commission in which the AWU and the FEDFA are seeking amendments to the Local Government Employees (Excluding Brisbane City Council) Award State. Should the application be successful Council agrees to implement the changes accordingly.

## **7.0 Objectives of the Workplace Agreement**

- 7.1 To establish the working conditions and remuneration of the employees of the Council for the period of operation of the Enterprise Bargaining Agreement.
- 7.2 Ensure the active involvement of Council, the senior management team, employees and their unions in the continuous improvement process particularly in the development of more efficient work practices and quality improvement.
- 7.3 Use of Council's best endeavours to maintain employment security for all employees.
- 7.4 Pursue "best practice" in all areas of the operation of Council including without limitation Equal Employment Opportunity, Occupational Health & Safety and Environmental performance.
- 7.5 Develop a team approach and co-operative working environment.
- 7.6 No employee will be disadvantaged in respect of the following as a result of the implementation of this Enterprise Bargaining Agreement:-
  - 7.6.1 employment security
  - 7.6.2 salary and conditions of employment
  - 7.6.3 career structure
  - 7.6.4 occupational health and safety

## **8.0 Application**

- 8.1 This agreement shall apply to the Council, the union's party to this agreement and all Employees of the Burdekin Shire Council other than the following:- Chief Executive Officer, Directors, Managers and existing contracted employees.

## **9.0 Single Bargaining Unit**

- 9.1 For the purposes of negotiating this Enterprise Agreement in accordance with the principles of the Industrial Relations Commission a Single Bargaining Unit (SBU) comprised of up to five (5) employees including delegates from all the unions party to this Agreement, has been established.
- 9.2 The SBU also includes up to five (5) representatives from Council's Executive. The SBU meets on an as needs basis.
- 9.3 The SBU shall provide for representation of both the Employer and Union Representatives and shall not exceed ten (10) members plus co-opted members as required. Union representatives on the SBU shall be allowed a reasonable amount of time during their normal day to prepare for and attend committee meetings. The Committee will monitor the effective implementation of the Agreement.

## **10.0 Consultation and Communication**

- 10.1 The parties are committed to a consultative process that fosters a positive organisational culture. Management will assist and support these processes by providing resources and staff to participate where required.

## **11.0 Basis of Employment**

- 11.1 An employee may be employed by Council on a full time, part time, casual or maximum term basis.

## (a) Full Time Employment

11.2 Full time employment is characterised by a QLGOA98 employee who is employed for thirty six and a quarter ordinary hours per week.

Or, full time employment is characterised by all other employees, who are not employed under the QLGOA98, and are employed for thirty eight ordinary hours per week.

11.3 In addition to the ordinary hours required of a full time employee, as set out in clause 11.2 of the agreement, a full time employee may be required to perform reasonable additional hours from time to time that will either be paid at the relevant overtime rate or taken as Time Off In Lieu of Overtime (TOIL) as the relevant Award permits.

## (b) Part Time Employment

11.4 Part time employment is characterised by an employee who is employed to work on a weekly or fortnightly basis and who is employed on predetermined days of the week for a regular number of hours; and is employed for less than the hours that characterise full time employment.

11.5 At the time of engagement the Council and the part time employee will agree in writing on a pattern of work and the number of ordinary hours worked per day relevant to the position. This can be modified at any time via mutual agreed between the Council and the relevant part time employee and will usually be in a written format.

11.6 A part-time employee whose usual day of work falls on a Public Holiday will be entitled to be absent for the day without loss of pay. Where a part time employee is directed to work on a Public Holiday, the employee will be paid double time and a half for all time worked.

11.7 A part-time employee may, subject to agreement and reasonable notice, be requested to work reasonable additional hours for a specific period of time or a specific project, in which case the additional hours worked will be paid as ordinary time.

11.8 A part-time employee may, subject to agreement, be requested to work up to one extra day per week in which case the additional hours will be paid as ordinary time.

11.9 A part time employee is entitled to the pro-rata annualised wage and leave accruals of a full time employee.

## (c) Casual Employment

11.10 An employee who is engaged on a casual basis is engaged on an hourly basis and will receive payment for a minimum of three hours per engagement.

11.11 An employee engaged on a casual basis will be paid in accordance with Burdekin Shire Council's pay scale in schedule A of this Agreement. In addition a casual employee will be paid the appropriate casual loading as per the relevant award.

11.12 In addition an employee engaged on a casual basis will be paid the applicable overtime rates for those hours worked in excess of those hours characterised for full time employees.

**12.0 Employment Security**

12.1 The impact on sustainable employment of existing employees will be considered when exploring any proposal to use external providers to deliver services that are currently provided by Council employees.

12.2 Council will not jeopardise the employment of its current workforce and agrees to consult with its employees and their unions as early as possible where clause 12.1 is likely to impact on the employment of Councils current workforce.

**13.0 Remuneration**

13.1 Payment of wages shall be made fortnightly and wages shall be paid by way of electronic funds transfer (EFT) to a financial institute with EFT facilities nominated by the employee.

13.2 Employees are required to fill in a timesheet on a daily basis. If a timesheet is not received in the allotted time as set out by Human Resources, then the employee will be paid their relevant rate as per this Agreement. Any additional allowances or overtime will be paid in the next pay period.

13.3 Employees engaged under this Enterprise Bargaining Agreement will receive further as from 1 July 2009 the salary levels prescribed in Schedule A of this agreement.

13.4 During the period of operation of this Enterprise Bargaining Agreement, employees will receive further salary increases according to the corresponding year of the pay scales in Schedule A of this agreement.

#### **14.0 Probationary Period**

14.1 A three month probationary period applies to employment with Council. Council may terminate probationary employees on one weeks notice, or payment in lieu, during the probation period.

14.2 A further period of up to three months may be agreed in writing. The further period of probation can only be required by the respondent in the event that during the initial period of probation the employee has not met the required standards. The Council will advise the employee of the standards required to be met in any extended period of probation.

#### **15.0 Superannuation**

15.1 This clause does not apply to casual employees

15.2 Employees will join the Local Government Superannuation Scheme as prescribed by the Local Government Act 1993 and the only scheme to apply to Burdekin Shire Council employees. Contributions are currently 12% by the Council and 6% by the employee. Employees may choose not to contribute the 6% for the first twelve months of employment; however in this case Council's contribution will be reduced to 9%.

15.3 Employees may voluntarily salary sacrifice into the Local Government Superannuation Scheme.

#### **16.0 Multi-Skilling**

16.1 Multi-skilling of employees will occur as much as practicable within the workforce. Employees will not be required to perform tasks without appropriate supervision, training, and guidance. Under no circumstances will the multi skilling of employees compromise safety.

#### **17.0 General Responsibilities of all Employees**

17.1 The following are the general responsibilities of all employees of Burdekin Shire Council:-

17.1.1 Work effectively as a team member

17.1.2 Willingness to participate in, encourage and support multi skilling within the workforce

17.1.3 Focus on responsiveness to community needs

17.1.4 Personal integrity and accountability in all matters

17.1.5 Trust, fairness, equity, honesty and openness in relationships

17.1.6 Pride in personal and organisational achievement

17.1.7 Ensure a safe work environment for co-workers and the public

17.1.8 Quality management and service

17.1.9 To ensure appropriate confidentiality of all Council matters

17.1.10 Ensuring the workplace is free of harassment and discrimination

17.1.11 Conform and comply with, the reasonable and lawful directions of the Council

17.1.12 Not to attend work or drive any Council vehicle or equipment having consumed alcohol or taken illicit drugs. In the event of an accident involving a Council vehicle, and the driver of which has consumed alcohol or taken drugs renders themselves liable to prosecution, Council will accept no responsibility whatsoever for claims made on that driver by any insurance company or any other person or body claiming reimbursement for loss or damage. Any employee breaching their legal

obligations while using Council vehicles will be subject to disciplinary action including, where appropriate, termination for gross misconduct.

- 17.1.13 Not to take or deliberately damage any of Council's property. Doing so may result in the termination of employment. In addition, the matter will be reported to the Police for appropriate action. In most circumstances, the Chief Executive Officer is under an obligation to report such matters to the Crime and Misconduct Commission.
- 17.1.14 Ensure where required they possess relevant licences and certificates of competency. All employees will be required by the Council to obtain and to maintain the necessary registration and licences relevant to the position. Employees are also obliged to advise Council should the relevant licence be suspended or removed for any reason.
- 17.1.15 Ensure issued personal protective equipment is used as required. Failure to do so may lead to disciplinary action.
- 17.1.16 Ensure safety footwear is worn on all Council job sites and at the Council depot. Employees found to be wearing inappropriate footwear may be subject to disciplinary action.

## **18.0 Annual Leave**

- 18.1 Employees will be entitled to twenty five days annual leave on full pay within a twelve month period which is accrued proportionately on a fortnightly basis.
- 18.2 Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- 18.3 Council encourages all employees to take their full compliment of annual leave during each year of employment. If the employee accumulates more than ten weeks annual leave Council requires the employee to submit a plan to take all leave in excess of the ten weeks within a reasonable time frame.
- 18.4 Annual leave will be exclusive of any statutory holiday occurring during the period of the annual leave.
- 18.5 Employees will be paid a leave loading of 17.5% on top of ordinary hourly rate for periods of annual leave taken.
- 18.6 On the termination of employment of any employee, the employee will be paid for any untaken annual leave standing to the employee's current credit (including leave loading).
- 18.7 Annual leave must be approved in writing by the employee's supervisor and taken at a mutually agreeable time between the employee and the Council.

## **19.0 Bereavement Leave**

- 19.1 An employee is entitled to use up to three days bereavement leave on the death within Australia of a member of an employees immediate family or household.
- 19.2 Council may at its discretion grant in excess of three days giving consideration on case by case bases.
- 19.3 Bereavement leave will be paid as ordinary hours and not be deducted from any other leave entitlements.
- 19.4 For the purposes of bereavement leave an employee's immediate family shall mean:
  - 19.4.1 The employee's spouse, child, parent, grandparent, grandchild or sibling;
  - 19.4.2 A child, parent, grandparent, grandchild or sibling of the employee's spouse ('spouse' includes a former spouse, a defacto spouse or a former defacto spouse).

## **20.0 Leave Without Pay**

- 20.1 Requests for leave without pay shall be considered on a case by case basis but in general are only likely to be approved when all paid entitlements have been exhausted. Paid entitlements include Annual Leave, Long Service Leave, Time off in Lieu, and Rostered Days Off. Paid leave will not accrue during periods of leave without pay authorised by the Council or otherwise.

## **21.0 Long Service Leave**

- 21.1 Employees will be entitled to long service leave on full pay as follows:
- 21.2 Employees will accrue long service leave at a rate of 1.3 weeks per year of service.
- 21.3 The employee may take their long service leave on after seven years service (i.e. the employee may take long service leave after seven years in accordance with their entitlement at that time).
- 21.4 In the case of an employee who has completed an initial period of seven years and who terminates that service, or who dies or whose employment is terminated for any reason other than misconduct, then the appropriate accrual will be paid out.
- 21.5 The taking of long service leave will be at a mutually agreeable time between the employee and the Council.
- 21.6 Employees will be required to keep their long service leave balance below two blocks of entitlement (i.e. twenty years). Employees who exceed this entitlement will be required to submit an appropriate leave plan to reduce their balance within an appropriate timeframe.
- 21.7 Long service leave accumulation can be transferred from another Queensland local government authority, as per the Local Government Act, and may be approved on an individual basis between the employee and the Council.

## **22.0 Parental Leave**

- 22.1 Employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.
- 22.2 After twelve months continuous service, parents are entitled to paid leave in accordance with clause 23.0, 24.0 and 25.0 of this agreement and a combined total of fifty two weeks unpaid parental leave on a shared basis in relation to the birth of their child.
- 22.3 Parental leave is only available to one parent at a time, in a single unbroken period, except that both parents may simultaneously take maternity and paternity leave for an unbroken period of up to one week at the time of the birth of a child.
- 22.4 Unless agreed otherwise between the Council and the employee, an employee may apply to Council to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.
- 22.5 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 fifty two weeks.
- 22.6 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.
- 22.7 An employee is entitled to work part time hours, via mutual agreement with Council for a period of up to two years after the birth of the child provided they are the primary caregiver. An employee also has a right to request to remain on part time hours, again via mutual agreement with Council, until the child reaches school age.
- 22.8 An employee will be entitled to the position which they held immediately before proceeding on parental leave.
- 22.9 Payment to commence upon the birth of the child and no lump sum payments shall be made.
- 22.10 Paternity Leave to be paid in one continuous block period.
- 22.11 In the event of the death of the child an employee is entitled to two weeks paid parental leave.
- 22.12 If the employee qualifies, Full Locality Allowance will commence upon the birth of the child, therefore parental leave payments will be paid with Full Locality Allowance.
- 22.13 Leave accruals will continue to accumulate whilst the employee is being paid Parental Leave.



- 22.14 Superannuation will continue to be deducted whilst the employee is being paid parental leave.
- 22.15 The parties agree to revisit these provisions prior to the Federal Government introducing legislation relating to paternity leave in January 2011. This will occur via consultation with the unions within September 2010.

### **23.0 Maternity Leave**

- 23.1 An employee must provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 23.1.1 At least ten weeks prior to the expected date of confinement notice of intention to take maternity leave must be provided. This must be accompanied by a certificate from a registered medical practitioner stating that the employee is pregnant and identify the expected date of confinement.
- 23.1.2 At least four weeks prior to commencing leave, a leave form must be submitted identifying the period of leave to be taken.
- 23.1.3 A statutory declaration is required stating particulars of any period of paternity leave sought or taken by the employee's spouse and stating that for the period of maternity leave the employee will not engage in any conduct inconsistent with her conditions of employment, or undertake any other form of paid employment without written consent.
- 23.1.4 The number of week's wages Council will pay during maternity leave is dependent on the number of year's service the employee has with Council and may be taken at half pay:
- |  |              |
|--|--------------|
| After a period of 52 weeks but less than 104 weeks | four weeks   |
| 104 weeks to 208 weeks                             | eight weeks  |
| More than 208 weeks                                | twelve weeks |
- 23.1.5 An employee will not be in breach of clause 23.1 if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 23.1.6 Unless agreed otherwise between the Council and the employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 23.1.7 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, Council may require the employee to provide a medical certificate stating that she is fit to perform normal duties. If normal duties cannot be offered, Council will explore other opportunities for the employee to undertake until the employee can return to their normal substantive role.

### **24.0 Paternity Leave**

- 24.1 An employee will provide to the employer at least six weeks prior to each proposed period of paternity leave with:-
- 24.1.1 A certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected date of confinement.
- 24.1.2 Written notification of the dates on which they propose to start and finish the period of paternity leave.
- 24.2 Employees whose partner has given birth to a child will be entitled to one week's paid paternity leave from the time of the birth.
- 24.3 In the event that an employees partner dies during child birth and the employee becomes the sole caregiver of the child clause 23 will apply to the employee.

### **25.0 Adoption Leave**

- 25.1 Paid adoption leave will be granted provided supporting evidence is provided at least six weeks prior to the date of adoption.
- 25.2 A primary caregiver is entitled to two weeks paid adoption leave provided a statutory declaration identifying the employee as the primary caregiver is supplied.
- 25.3 An adopting parent other than the primary caregiver is entitled to one weeks paid leave.

**26.0 Public Holidays**

- 26.1 Employees will be entitled to the Ayr show as a public holiday in addition to those appointed under the Holidays Act 1993 or those to be kept in place of any public holiday.
- 26.2 Employees acknowledge that the Council operates its business on public holidays and accordingly an employee may be requested and only by agreement be asked to work on a public holiday.
- 26.3 Any authorised work undertaken on a public holiday by the employee will be paid at the rate of time and a-half with a minimum of four hours. This is in addition to payment of ordinary hours worked on a public holiday.
- 26.4 If one of the above public holidays outlined in subclause .1 of this clause falls on a weekend, and a statutory public holiday is taken on the next business day, the public holiday rates will apply on the statutory holiday and penalty rates for working on the weekend will only apply for the public holiday.
- 26.5 If a full time employee's rostered day off falls on a public holiday then the normal pay rate will be paid, and the rostered day off may be taken on the day prior (if holiday falls on a Friday) or day after (if holiday falls on a Monday).
- 26.6 All time worked by a casual employee on any of the Public Holidays mentioned in sub clause .1 of this clause, will be paid at the appropriate hourly rate plus 150% with a minimum payment of four hours work at such a rate.

**27.0 Jury Duty or Witness Leave Payment**

- 27.1 If an employee is required to carry out jury service or receives a subpoena by a court as a witness the employee will be entitled to claim their normal wage provided that any payment for such service is surrendered to Council.

**28.0 Reclassification Process**

- 28.1 Each employee will be classified into the pay scale (refer to schedule A of this Enterprise Bargaining Agreement) according to the relevant skills that each employee is required to use whilst undertaking duties.
- 28.2 Movement to the next highest salary point within a classification level will be by way of an annual increment subject to the officer having given satisfactory service for the prior twelve months in accordance with a staff development appraisal system to be developed by the Council in consultation with officers who may be represented by their accredited union representative (graduates may move two increments in accordance with award provisions). An employee will only change classification levels if the requirement of the position change and the employee has the skills required to perform the additional duties.
- 28.3 If an employee feels that the requirements of the position have changed and that they possess the additional skill requirements they should request a reclassification in accordance with Council's internal reclassification procedures.
- 28.4 Within 8 weeks of receipt of a reclassification application, the employer shall supply the applicant with a written response detailing the outcome of the application.
- 28.5 Employees may, after unsuccessfully applying for reclassification, have the decision reviewed in accordance with the dispute settlement procedure within this agreement.
- 28.6 Performance management and assessment is an ongoing process with regular two way communication being the cornerstone of an effective and efficient work environment. It is agreed that the parties will conduct informal discussions from time to time and where appropriate annual performance reviews will be undertaken with the employee and the respective supervisor.

**29.0 Disciplinary Procedures**

- 29.1 The parties to this agreement acknowledge that if disciplinary action is to be objective and consistent, there must be effective procedures to govern its use. These provisions serve to assist all parties involved in such action, and to help ensure that employees will receive fair and equitable treatment. Equally important, these procedures help to ensure disciplinary action is not avoided or reversed should any industrial dispute be referred to the Commission.

29.2 In identifying reasons for unsatisfactory behaviour; the supervisor must keep in mind that employees may not be aware of certain work procedures. Before any disciplinary action is initiated, the supervisor should consider whether or not the employee(s) have been given appropriate induction relating to their position.

29.3 The aim of Council's disciplinary procedure and the steps to be followed:

29.3.1 Aim

- (i) To enable appropriate action to be taken to rectify unsatisfactory work performance or behaviour.
- (ii) To provide positive assistance to employees in understanding and meeting standards of behaviour and performance required by Council.
- (iii) 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.

29.3.2 The following procedures shall apply noting that:

- (i) 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. Council also has the right to move to a higher step within the process if warranted.
- (ii) This procedure should only be enacted when the performance or behaviour of an individual employee becomes a matter of concern. If poor performance or behaviour persists, then it is necessary to take further steps.
- (iii) Common sense suggests that this procedure should take place over a period of time which would be in proportion to the seriousness of the breach, the more serious the breach the shorter the timeframe.
- (iv) The employee has the right to request the presence of a nominated representative at any step within the process and a representative from human resources may also be involved.

Step 1

29.3.3 On the first occasion where poor performance or behaviour of an employee becomes a matter of concern the employee's immediate supervisor should interview the employee and a written record of the discussion should be kept (a diary note is sufficient) and if appropriate a first warning should be given. The first warning, if issued, is usually a verbal warning. The employee involved shall be given a copy of the written record for their personal records.

Step 2

29.3.4 If poor performance or conduct persists or is of such nature that a verbal warning would be inappropriate, the immediate supervisor should consult with human resources and serve the employee with a written notice with a copy to be placed on file after an interview, summarising the particular work performance or behavioural issue and the necessary corrective measures to be implemented by the employee. Sufficient notice shall be given to allow the employee to contact their nominated representative.

Step 3

29.3.5 On this occasion of poor performance or conduct their immediate supervisor and a representative from human resources 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 with a copy placed on file. Sufficient notice shall be given to allow the employee to contact their nominated representative.

Step 4

29.3.6 On this occasion of poor performance or conduct by the employee he/she may be asked to show just cause as to why their employment should not be terminated. The employee should first be jointly interviewed by the employee's immediate supervisor, a representative from human resources and a superior officer delegated the responsibility for employment and discipline of the employee. Council will give consideration to the evidence along with any submissions made by the employee prior to

make a decision to terminate employment. Sufficient notice shall be given to allow the employee to contact their nominated representative.

- 29.4 Serious misconduct or intolerable behaviour refers to conduct that may result in an employee being instantly dismissed from the Council. Set out below are examples of conduct that may result in an employee being instantly dismissed from the Council:-

- 29.4.1 Embezzlement or theft
- 29.4.2 Fighting in the workplace
- 29.4.3 Being under the influence of or consuming alcohol and/or illegal drugs during working hours (Council can direct the employee to attend a qualified medical practitioner for assessment, within a reasonable timeframe and provide the results to the Council).
- 29.4.4 Use of Purchasing Authority for personal gain
- 29.4.5 Gross misconduct (*wrongful, improper, or unlawful conduct*)

### **30.0 Dispute Resolution Procedures**

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

- 30.2 At no stage should employment related disputes be brought to the attention of the Mayor or Councillors, doing so may lead to disciplinary action being taken.

- 30.3 The employee(s) has the right to request the presence of a nominated representative at any step within the process and a representative from human resources may also be involved.

- 30.4 In the event of any grievance or dispute arising between an employee and the Council, the following process should be followed:

#### Step 1

- 30.4.1 The employee should approach his or her immediate supervisor and try to solve the problem at this level.

#### Step 2

- 30.4.2 If no settlement is reached, the matter should then be referred to the supervisor's manager.

#### Step 3

- 30.4.3 If the matter is still unresolved it should be brought to the attention of the relevant Director.

#### Step 4

- 30.4.4 If the matter is still unresolved it should be brought to the attention of the Chief Executive officer.

#### Step 5

- 30.4.5 If the problem has still not been resolved, the employee's nominated representative(s) should endeavour to negotiate settlement with the Chief Executive Officer.

#### Step 6

- 30.4.6 If the dispute still exists, the matter may be referred to the Queensland Industrial Relations Commission for resolution by either party, with conciliation in the first instance and arbitration as a final resort.

- 30.5 Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded. Both parties also commit to resolving matters as early as possible for the benefit of all involved. Furthermore there should be no alterations to work practices during disputes, unless the safety of employee(s) may be at risk.

### **31.0 Notice of Termination**

- 31.1 In terminating employment Council shall provide the following notice:

31.1.1 In order to terminate the employment of an employee the Council must give the period of notice specified below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

31.1.2 In addition to the period of notice identified above, employees forty five years old and over who have completed at least two years continuous service shall be entitled to an additional week's notice.

31.1.3 Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

31.1.4 In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties.

31.2 The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

31.3 During the period of notice of termination given by Council, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

31.4 Council shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

31.5 In terminating employment an employee shall provide to Council a minimum one weeks notice.

31.6 If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week ordinary pay.

31.7 This clause shall not apply to casual employees or to employees engaged for a specific period of time or for a specific task or tasks.

## **32.0 Redundancy Provisions**

### **32.1 Objectives**

The chief objectives of the agreement are:

32.1.1 To maintain, where possible, employees whose positions have become redundant in continued employment within the Council;

32.1.2 The Council shall endeavour to find suitable alternative employment within Council for all employees. Employees shall be individually interviewed to determine what options may exist for their retraining by Council;

32.1.3 To retrain such employees where necessary;

32.1.4 To pay monetary compensation to such employees who are unable to be redeployed and whose employment is to be terminated;

32.1.5 To assist employees to find employment outside the service of the Council.

### 32.2 Consultation before terminations

- 32.2.1 Where Council decides that it no longer wishes the job the employee has been doing to be 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, Council shall consult the employee directly affected and where relevant, their union(s).
- 32.2.2 The consultation shall take place as soon as it is practicable after the Council has made a decision, which will invoke the provisions of clause 32.2.1 and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- 32.2.3 For the purpose of the consultation Council shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their 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, the number of workers normally employed and the period over which the terminations are likely to be carried out. Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.
- 32.3 Where an employee is transferred to lower paid duties for reasons set out in clause 32.2.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 31.
- 32.3.1 Council will maintain the salary of the employee for a period of twelve (12) months from the date the employee is transferred to the new position. The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties.
- 32.4 Where a decision has been made to terminate an employee in the circumstances outlined in clause 32.2.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 32.5 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- 32.6 Where a decision has been made to terminate employees in the circumstances outlined in clause 32.2.1, Council shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.
- 32.7 In addition to the period of notice prescribed for ordinary termination and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 32.2.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks pay)
Less than 1 year	2
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	8
More than 4 years but not more than 5 years	10
More than 5 years but not more than 6 years	12

Period of Continuous Service	Severance Pay
More than 6 years but not more than 7 years	14
More than 7 years but not more than 8 years	16
More than 8 years but not more than 9 years	18
More than 9 years but not more than 10 years	20
More than 10 years but not more than 11 years	22
More than 11 years but not more than 12 years	24
More than 12 years	26

'Weeks Pay' means the ordinary time rate of pay for the employee concerned

- 32.8 Council may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:
- 32.9 An employee whose employment is terminated for reasons set out in clause 32.2.1, may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice. In these circumstances the employee shall not be entitled to payment in lieu of notice.
- 32.10 Council, in a particular case, may make application to the Commission to have the general severance pay prescription amended if Council obtains acceptable alternative employment for an employee.
- 32.11 Clause 32 shall not apply:
- 32.11.1 Where employment is terminated as a consequence of misconduct on the part of the employee; or
  - 32.11.2 To employees engaged for a specific period or task(s); or
  - 32.10.3 To casual employees.

### **33.0 Training and Skill Development**

- 33.1 Council is committed to enhancing the skills of its workforce through the provision of training, both internally and externally.
- 33.2 The Council will create the opportunity for its workforce to acquire skills and knowledge relevant to Local Government and which will enable them to perform a range of functions at various levels to improve their career opportunities and the efficiency of the Council.
- 33.3 Every employee will have the right to identify their training objectives to their supervisor.
- 33.4 Council may offer assistance to employees who undertake approved courses of study which are identified during a performance appraisal process. Council may also approve courses of study which may not necessarily be required to be undertaken as a condition of their employment with Council subject to clause 33.5 of this agreement.
- 33.5 The Chief Executive Officer or their delegate has the authority to determine applications where assistance should be provided.
- 33.6 In the event of an officer failing a subject or subjects and repeating such subjects, study leave nor financial assistance will not be provided in these circumstances.

- 33.7 Study assistance will be offered to all employees based on the QLGOA98 to assist employees to better perform their roles and provide a better service to the community.
- 34.0 Wet Weather**
- 34.1 All time lost through wet weather will be paid for provided that the employee reports for work and is ready and willing to perform any work or undertake any training required by the Council.
- 34.2 If an employee is unable to report for work due to being stranded by flooding the employee will be paid one days ordinary pay per event. Individual situations will be looked at on a case by case basis.
- 34.3 Where an employee is required to perform work in the rain and by so doing gets clothing wet the employee shall be paid double time for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed whichever is earlier.
- 35.0 Rates of Pay**
- 35.1 Council agrees to increase the rates of pay for all employees other than those on contract and trainees and apprentices by four percent effective from 1 July 2009, an additional four percent effective 1 July 2010, and a further four percent effective 1 July 2011.
- 36.0 Rates of Pay (Mechanics)**
- 36.1 Council entered into an agreement in December 2008 with the mechanics of the workshop to increase their rate of pay to \$28 per hour. This rate is inclusive of tool, MDM, MDA, and MRW allowances and is in acknowledgement of the additional skills and qualifications possessed that are utilised by Council.
- 36.2 This hourly rate will only be paid to those mechanics Council considers to have the appropriate skills and qualifications and will be reviewed on a biannual bases to ensure it is still deemed appropriate and Council reserves the right to reduce the hourly rate to that identified under this Agreement had a separate agreement not been entered into.
- 37.0 Rates of Pay (Trainees and Apprentices)**
- 37.1 Trainees shall be paid the applicable rates of pay as identified in the National Training Wage Award 2000 or the Training Wage Award – State 2003 as at the 1 October 2008. In addition to these rates Trainees will be paid increases as identified in this agreement. Award increases will no longer apply to Trainees unless those increases allow for a greater rate of pay than this agreement.
- 37.2 Apprentices shall be paid the applicable percentage of the C10 mechanic rates of pay as per the Engineering Award State 2002 with increases as identified in this agreement.
- 38.0 Allowances**
- 38.1 Employees will be paid applicable allowance had they been employed under the relevant award at the rates identified in schedule B of this agreement. The allowances identified in Schedule B will increase as per the applicable wage increase. Those allowances not identified in Schedule B will increase in accordance with the relevant industrial instrument.
- 39.0 Recruitment**
- 39.1 For level four and five former State award positions internal advertising only will occur in the first instance. For all other former State award positions simultaneous advertising shall occur.
- 39.2 For level one and two former Federal award positions internal advertising only will occur in the first instance. For all other former Federal award positions simultaneous advertising shall occur.
- 40.0 Personal Protective Equipment (PPE)**
- 40.1 Council will supply employees with appropriate Personal Protective Equipment (PPE) in accordance with Council's Policy.
- 40.2 It is the responsibility of employees to wear PPE supplied by Council, suitable for their type of work, and ensure it is appropriately maintained.



- 40.3 Dependent on the duties performed Council will supply employees with what is deemed appropriate from the following:-

**Personal Protective Equipment**

Safety Boots (2 pair)

Long Sleeved Shirts

Trousers

Winter Jackets

Safety Glasses/Goggles/Face Shields

Ear Muffs/Earplugs

Respirators/Dust Masks

High Visibility Vests/Bowyangs

Protective Gloves

Protective Chaps

Safety Helmets

Broad Brim or Legionnaires Style Hat

30+ Sunscreen, Lip Balm, Zinc Cream, Insect

Repellent and Skin Repair Cream

Wet Weather Rain Coat, Trousers and

Ponchos

Overalls/PVC Aprons

Disposable Overalls

**Replacement**

To be replaced on a fair wear and tear basis when footwear no longer meets the provisions of AS2210

Five shirts on commencement and then replaced on a fair wear and tear basis

Up to five pairs on commencement and then replaced on a fair wear and tear basis

One on commencement and then replaced on a fair wear and tear basis

As required

As required

As required

Replaced on a fair wear and tear basis

As required

As required

As required

Replaced on a fair wear and tear basis

As required

Replaced on a fair wear and tear basis

Replaced on a fair wear and tear basis

As required

- 40.4 Council will monitor the issuing of PPE and where PPE issues are deemed to be excessive the employee may be responsible for the cost of replacement.

2) **ALL OTHER EMPLOYEES OF COUNCIL NOT EMPLOYED UNDER THE QUEENSLAND LOCAL GOVERNMENT OFFICERS AWARD 1998**

**42.0 Operation**

- 42.1 Clauses numbered forty two to forty seven inclusive apply to all other employees of Council not employed under the QLGOA98.

**43.0 Hours of Work**

- 43.1 Subject to sub-clause .5 of this clause the core hours of duty of Former State Award employees will be between 6 am and 6 pm, Monday to Friday unless otherwise agreed with supervisor.

- 43.2 These employees will be paid for hours worked during the core hours of duty set out in sub-clause .1 of this clause, at each employee's ordinary rate of pay and in accordance with Schedule A of this Agreement.

- 43.3 Unless otherwise agreed employees will start and finish at the workplace location specified in each individual employee's letter of appointment or alternative written notice.

- 43.4 The working day will include one twenty minute paid smoko break which is to be taken on or in close proximity to the worksite and one half hour unpaid lunch break. The timing of such breaks is to be determined by the on-site supervisor and in accordance with award provisions.

- 43.5 Employees will work seventy six hours over a nine day fortnight. A rostered day off (RDO) will be determined by Council and fall on a day that suits operational requirements. Where possible the employee will be given thirty days notice of a change in the regular rostered day off. An employee and their Supervisor may negotiate for RDO's to be taken on a day other than Monday or Friday; such agreements should be in writing.

- 43.5.1 When requested by Council to overcome a specific or exceptional circumstance, employees can be required to work on an RDO and such time worked can be either paid at overtime rates or it will be banked up to a maximum of five days ("Banked RDO's").

- 43.5.2 Banked RDO's are to be taken by the employee either in single days or any number of days, up to the maximum accrued, at a mutually agreed time between Council and the employee.

- 43.5.3 Any accrued RDO's, in excess of five will be paid at the applicable overtime rates.
- 43.5.4 Notwithstanding clause 43.5.3, Council may at its sole discretion pay the employee for working an RDO at the prescribed overtime rate prior to the employee accumulating in excess of five.

#### **44.0 Overtime and TOIL (Time Off In Lieu)**

- 44.1 All authorised time worked outside or in excess of the core hours of duty specified in 43.1 of this Agreement headed 'Hours of Work' on any day, will be deemed to be overtime. An employee may request for TOIL to be accumulated instead of being paid overtime and for the hours to be taken at a time mutually agreed. Any TOIL accumulated in excess of twenty four hours will be paid out at the overtime rate of time and a half.
- 44.2 Except as provided in this clause, overtime will be paid for at 1.5 times the ordinary rate for the first three hours, and double time thereafter.
- 44.3 Overtime worked on a Saturday will be paid for at the rate of time and a half for the first three hours and double time thereafter with a minimum payment of three hours at overtime rates.
- 44.4 Overtime worked on a Sunday will be paid for at the rate of double time with a minimum payment of three hours at overtime rates.
- 44.5 If an employee completes a rostered shift and is recalled to return to work overtime (when not on call) on one of their ordinary working days, the employee will receive a minimum payment of four hours at applicable overtime rates.
- 44.6 These employee(s) who work on a part time basis may agree to work up to eight ordinary hours per day, after which the provisions in clause 44.2, 44.3 and 44.4 will apply.
- 44.7 Employees required to work after their normal ceasing time shall be entitled to a 30 minute meal break after two hours work where work is to continue beyond two hours.
- 44.7.1 Provided that where such overtime continues beyond 6.00pm, a thirty minute meal break shall be provided after one hour where work is to continue beyond one hour.
- 44.7.2 After each further period of four hours overtime on the same day, the employee shall be allowed thirty minutes for a meal break where work is to continue beyond four hours.
- 44.7.3 No deduction of pay shall be made for such meal breaks.
- 44.7.4 In all other circumstances, an employee shall be entitled to a meal break of thirty minutes after five hours of overtime where the employee is required to work beyond the 5<sup>th</sup> hour. A further meal break of thirty minutes shall be provided after each additional period of four hours where the employee is required to work beyond this period. No deduction of pay shall be made for such meal break. The employee has the option of having the meal break at the end of the overtime period.

#### **45.0 Personal/Carer's Leave**

- 45.1 Full time employee(s) except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to seventy six hours personal/carer's leave (including sick leave) for each completed year of their employment. Part time employees accrue personal/carer's leave on a proportional basis.
- 45.2 These employees are entitled to take carer's leave to care for an immediate family or household member who is sick and requires the employees care and support. Immediate family includes: spouse, defacto spouse, child, parent, grandparent, grandchild or sibling of the employee or their spouse.
- 45.3 This entitlement will accrue on a fortnightly basis from commencement of employment.
- 45.4 Payment for personal/carer's leave (including sick leave) will be made based on the number of hours which would have been worked if the employee were not absent.
- 45.5 Personal/carer's leave (including sick leave) may be taken for part of a day.
- 45.6 The payment of personal/carer's leave (including sick leave) is subject to the employee promptly advising Council of the employee's absence and its expected duration.

- 45.7 An employee may be required to provide evidence of the illness to Council's satisfaction. When the employee's absence is for more than two days the employee is required to provide a doctor's certificate, or other reasonably acceptable evidence to Council's satisfaction, about the nature and approximate duration of the illness.
- 45.8 In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, the employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any sick leave is made.
- 45.9 An employee's accumulated sick leave entitlements are preserved when:
- 45.9.1 The employee is absent from work on unpaid leave granted by Council.
- 45.9.2 Council or the employee terminates the employee's employment and the employee is re-employed within three months.
- 45.9.3 The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.
- 45.10 The employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.
- 45.11 Where the arrangement of ordinary working hours provides for an employee to be off on one or more days in a work cycle, sick leave shall not be payable where the employee is sick on such day or days off.

#### **46.0 Higher Duties**

- 46.1 An employee primarily engaged on the duties of a higher level for one or more hours shall be paid four hours at the higher rate. Should the employee be required to perform higher duties for in excess of four hours they will be paid the rate applicable to such higher level for the entire day.
- 46.2 Employees employed on awards other than the QLGOA98 and are required to act in a QLGOA98 position shall have clause 46.1 apply.

#### **47.0 Call Outs**

- 47.1 An employee who is on-call and being paid the on-call allowance shall be entitled to a minimum payment of three ordinary hours. The minimum payment shall only apply to the first call out. If an employee does not leave home to attend to the situation e.g. handled by phone they will be paid a minimum of thirty minutes at ordinary time.
- 47.2 An employee shall be entitled to payment of eight ordinary hours for being on call on a Sunday or Public holiday less any hours worked which will be paid at the applicable overtime rates.

### **3) OFFICERS EMPLOYED UNDER THE LOCAL GOVERNMENT OFFICERS AWARD 1998**

#### **48.0 Operation**

- 48.1 Clauses numbered forty eight to fifty eight inclusive apply only those employed under the Queensland Local Government Officers Award 1998.

#### **49.0 Hours of Work**

- 49.1 Subject to sub-clause .5 of this clause the hours of duty of QLGOA98 employees will be between the hours of 6 am and 6 pm, Monday to Friday.
- 49.2 All QLGOA98 employees will be paid for hours worked during the core hours of duty set out in sub-clause .1 of this clause, at each employee's ordinary rate of pay and in accordance with Schedule A of this Enterprise Bargaining Agreement.
- 49.3 Unless otherwise agreed employees will start and finish at the workplace location specified in each individual employee's letter of appointment or alternative written notice.

- 49.4 The working day will include one twenty minute paid smoko break which is to be taken on or in close proximity to the worksite and a fifty six minute unpaid lunch break. The timing of such breaks is to be determined by the on-site supervisor and in accordance with award provisions.
- 49.5 Employees will work seventy two and a half hours over a nine day fortnight. A rostered day off (RDO) will be determined by Council and fall on a day that suits operational requirements. Where possible the employee will be given thirty days notice of a change in the regular rostered day off. An employee and their supervisor may negotiate to take RDO's on a day other than Monday or Friday; such agreements should be in writing.
- 49.5.1 When requested by Council to overcome a specific or exceptional circumstance, employees can be required to work on an RDO and such time worked will be accumulated up to a maximum of five days ("Banked RDO's").
- 49.5.2 Banked RDO's are to be taken by the employee either in single days or any number of days, up to the maximum accrued, at a mutually agreed time between Council and the employee.
- 49.5.3 Any RDO's accrued by an employee in excess of five, will be paid at the overtime rates of time and a half.
- 49.5.4 Notwithstanding sub-clause 49.5.3, Council may at its sole discretion pay the employee for working an RDO at the prescribed overtime rate prior to the employee accumulating in excess of five.

#### **50.0 Hours of work for Operational Supervisors (employed prior to October 1995)**

- 50.1 Operational Supervisors employed in Council's Construction and Maintenance area prior to the above date shall work a nineteen day month over a four week period.
- 50.2 Unless otherwise agreed with the Overseer, work shall commence at 7 am and finish at 3.38 pm. The working day will include one twenty minute paid smoko break which is to be taken on or in close proximity to the worksite and a one hour unpaid lunch break.

#### **51.0 Hours of work for Library employees**

- 51.1 Full time Library employees will work seventy two and a half hours in a fortnight over ten days.
- 51.2 A shift allowance will be paid for those days with hours worked outside the span of hours identified for other employees employed under the QLGOA98.

#### **52.0 Overtime and TOIL (Time Off In Lieu)**

- 52.1 All authorised time worked outside or in excess of the core hours of duty specified in 49.1 of this Agreement headed 'Hours of Work' on any day, will be deemed to be overtime. An employee may request for TOIL to be accumulated instead of being paid overtime and for the hours to be taken at a time mutually agreed. Any TOIL accumulated in excess of twenty four hours will be paid out at the overtime rate of time and a half.
- 52.2 QLGOA98 employees appointed at level six or above will not be paid overtime rates until such time as in excess of twenty four hours of TOIL have been accumulated.
- 52.3 Except as provided in this clause, overtime will be paid for at 1.5 times the ordinary rate for overtime worked between Monday and Friday.
- 52.4 All overtime worked on weekends will be paid for at the rate of double time with a minimum payment of three hours at overtime rates.
- 52.5 If an employee completes a rostered shift and is recalled to return to work overtime on one of their ordinary working days, the employee will receive a minimum payment of four hours at applicable overtime rates.
- 52.6 QLGOA98 employee/s who work on a part time basis may agree to work up to 7 hours and 15 minutes per day, after which the provisions in clause 52.3, and 52.4 will apply.
- 52.7 Employees required to continue work after the normal ceasing time shall be entitled to a thirty minute meal break after two hours work where work is to continue beyond two hours.
- 52.7.1 Provided that where such overtime continues beyond 6.00pm, a thirty minute meal break shall be provided after one hour where work is to continue beyond one hour.

- 52.7.2 After each further period of four hours overtime on the same day, the employee shall be allowed thirty minutes for a meal break where work is to continue beyond four hours.
- 52.7.3 No deduction of pay shall be made for such meal breaks.
- 52.7.4 In all other circumstances, an employee shall be entitled to a meal break of thirty minutes after five hours of overtime where the employee is required to work beyond the fifth hour. A further meal break of thirty minutes shall be provided after each additional period of four hours where the employee is required to work beyond this period. No deduction of pay shall be made for such meal break. The employee has the option of having the meal break at the end of the overtime period.

### **53.0 Personal/Carer's Leave**

- 53.1 Every full time QLGOA98 employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to one hundred and eight and three quarters hours personal/carer's leave (including sick leave) for each completed year of their employment. Part-time employees accrue sick leave on a proportional basis.
- 53.2 Employees are entitled to take carer's leave to care for an immediate family or household member who is sick and requires the employees care and support. Immediate family includes: spouse, defacto spouse, child, parent, grandparent, grandchild or sibling of the employee or their spouse.
- 53.3 This entitlement will accrue on a fortnightly basis from commencement of employment.
- 53.4 Payment for personal/carer's leave (including sick leave) will be made based on the number of hours which would have been worked if the employee were not absent.
- 53.5 Personal/carer's leave (including sick leave) may be taken for part of a day.
- 53.6 The payment of sick leave is subject to the employee promptly advising Council of the employee's absence and its expected duration.
- 53.7 An employee may be required to provide evidence of the illness to Council's satisfaction. When the employee's absence is for more than two days the employee is required to provide a doctor's certificate, or other reasonably acceptable evidence to Council's satisfaction, about the nature and approximate duration of the illness.
- 53.8 In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, the employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any sick leave is made.
- 53.9 An employee's accumulated sick leave entitlements are preserved when:
- 53.9.1 The employee is absent from work on unpaid leave granted by Council.
- 53.9.2 Council or the employee terminates the employee's employment and the employee is re-employed within three months.
- 53.9.3 The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.
- 53.10 The employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.
- 53.11 Where the arrangement of ordinary working hours provides for an employee to be off on one or more days in a work cycle, sick leave shall not be payable where the employee is sick on such day or days off.

### **54.0 Salary Progression from level one to two**

- 54.1 Council agrees that those employees engaged in a level one position will automatically progress to level two on a competency basis where the tasks performed exceed that of a level one position.

### **55.0 Higher Duties**

- 55.1 Employees must be performing work of higher level officer for four or more days before they can be paid at the higher rate.

**56.0 Call Outs**

56.1 An employee who is on-call and being paid the on-call allowance shall be entitled to a minimum payment of three ordinary hours. The minimum payment shall only apply to the first call out. If an employee does not leave home to attend to the situation e.g. handled by phone they will be paid a minimum of thirty minutes at ordinary time.

**57.0 Locality Allowance**

57.1 In addition to remuneration otherwise payable under this agreement QLGOA98 employees shall be paid a locality allowance as prescribed by Directive Number 19/99 made pursuant to provisions of s.34 of the Public Service Act 1996.

**58.0 Union Entitlements**

58.1 Union Encouragement provisions This Agreement recognises the union encouragement provisions as gazetted by the full bench of the Queensland Industrial Relations Commission on 21 December 2000.

58.2 Union Recognition This Agreement recognises the union parties to this agreement and their accredited representatives as the legitimate representatives of members covered by the Agreement.

58.3 Industrial Relations Principle The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of the Council.

58.4 Entitlements of Union Delegates All Union Delegates, subject to the discretion of the Chief Executive Officer, will be afforded the following entitlements:

58.4.1 To perform their role as Union Delegate without any discrimination in their employment.

58.4.2 To formal recognition by the Council that endorsed Union Delegates speak on behalf of Union Members in the workplace in relation to negotiating the Enterprise Bargaining Agreement and dispute resolution matters.

58.4.3 To consultation and access to reasonable information about the workplace and the business.

58.4.4 To be reasonably paid time to represent the interest of Members to the employer and industrial tribunals.

58.4.5 To reasonable paid time during normal working hours to consult with Union Members.

58.4.6 To reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.

58.4.7 To place Union information on a notice board in a prominent location in the workplace.

58.4.8 To take reasonable leave to work with the Union.

58.5 Paid Union Meetings

The parties will promote a participative and consultative workplace environment and all employees will be able to participate in any paid union meetings of a reasonable duration.

**4) SIGNATORIES TO CERTIFIED AGREEMENT**

Signed for and on behalf of the BURDEKIN SHIRE COUNCIL

KEN HOLT

CHIEF EXECUTIVE OFFICER

In the presence of Paul O'Regan

Signed for and on behalf of the BURDEKIN SHIRE COUNCIL

LYN McLAUGHLIN

MAYOR

In the presence of Paul O'Regan

Signed for and on behalf of members: William Ludwig

The Australian Workers' Union of Employees (AWU)

In the presence of Renee Broanda

Signed for and on behalf of members: Michael Ravbar

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA)

In the presence of Kath Nettleton

Signed for and on behalf of members: Michael Ravbar

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)

In the presence of Kath Nettleton

Signed for and on behalf of members: Andrew Dettmer  
Automotive, Metals, Engineering, Printing and Kindred Industries Union of Employees (AMWU)  
In the presence of Ann-Marie Allan

Signed for and on behalf of members: David Smith  
In the presence of Michelle Robertson

## SCHEDULE A – RATES OF PAY

### EMPLOYEES EMPLOYED UNDER AN AWARD OTHER THAN THE QLGOA98

Grade	Level	Annual full-Time Salary - Current	Effective 1 July, 2009	Effective 1 July, 2010	Effective 1 July, 2011
A/PLUMBER L/H	L/H(1)	44164.64	45929.00	47764.08	49672.22
A/PLUMBER L/H	L/H(2-4)	44598.84	46380.62	48233.64	50160.50
A/PLUMBER L/H	ZONEIC(1)	42953.82	44669.82	46454.46	48310.34
A/PLUMBER L/H	ZONEIC(2-4)	43388.02	45121.44	46924.02	48798.62
APPREN MECHANIC	1YR	17232.28	16718.00	17385.81	18080.34
APPREN MECHANIC	2YR	23694.58	22987.24	23905.49	24860.47
APPREN MECHANIC	3YR	32310.72	31346.24	32598.39	33900.63
APPREN MECHANIC	4YR	38773.02	37615.49	39118.07	40680.76
GRADE 1	ZONE	36609.56	38071.80	39592.54	41173.86
GRADE 1	ZONE / CWA	37820.38	39330.98	40902.16	42535.74
GRADE 1	ZONE / CWA / IC	38841.66	40393.08	42006.64	43684.42
GRADE 2	ZONE SEW MAINT	36808.72	38278.76	39807.82	41397.98
GRADE 2	ZONE / CWA	38019.54	39537.94	41117.44	42759.86
GRADE 2	ZONE / CWA / IC	39040.82	40600.04	42221.92	43908.54
GRADE 3	ZONE	37501.36	38999.22	40557.14	42177.20
GRADE 3	ZONE / CWA	38712.18	40258.40	41866.76	43539.08
GRADE 3	ZONE / CWA / IC	39733.46	41320.50	42971.24	44687.76
GRADE 4	ZONE	38223.12	39749.84	41337.66	42988.92
GRADE 4	ZONE / CWA	39433.94	41009.02	42647.28	44350.80
GRADE 4	ZONE / CWA / IC	40455.22	42071.12	43751.76	45499.48
GRADE 5	ZONE	38943.84	40499.42	42117.14	43799.60
GRADE 5	ZONE / CWA	40154.66	41758.60	43426.76	45161.48
GRADE 5	ZONE / CWA / IC	41175.94	42820.70	44531.24	46310.16
GRADE 5	ZONEIC	39965.12	41561.52	43221.62	44948.28
GRADE 6	SEXTON	40382.68	41995.72	43673.50	45418.10
GRADE 6	ZONE / ASS OP	40382.68	41995.72	43673.50	45418.10
GRADE 6	ZONE / CWA	41593.50	43254.90	44983.12	46779.98
GRADE 6	ZONE / CWA / IC	42614.78	44317.00	46087.60	47928.66
GRADE 7	ZONE	41835.04	43506.32	45244.42	47051.94
GRADE 7	ZONE / CWA	43045.86	44765.50	46554.04	48413.82
GRADE 7	ZONE / CWA / IC	44067.14	45827.60	47658.52	49562.50
GRADE 8	ZONE	43338.88	45070.22	46870.98	48743.50
GRADE 8	ZONE / CWA	44549.44	46329.14	48180.34	50105.12
GRADE 8	ZONE / CWA / IC	45570.72	47391.24	49284.82	51253.80
GRADE 8	ZONE / PLT OP	43338.62	45069.96	46870.72	48743.24
GRADE 8	ZONEIC	44359.90	46132.06	47975.20	49891.92
MECHANIC	GRADE 10	40189.50	41795.00	43464.46	45200.74
MECHANIC	GRADE 6 INCL	55328.00	57541.12	59842.64	62236.46
MECHANIC	GRADE 6 LH INCL	57304.00	59596.16	61979.84	64459.20
MECHANIC	GRADE 6	49024.82	50983.66	53020.76	55139.50
MECHANIC	GRADE 6 L/H	50369.80	52382.46	54475.46	56652.44
MECHANIC	GRADE 7	44584.28	46365.54	48217.78	50144.38
MECHANIC	GRADE 7 L/H	45929.26	47764.34	49672.48	51657.32

Grade	Level	Annual full-Time Salary - Current	Effective 1 July, 2009	Effective 1 July, 2010	Effective 1 July, 2011
MECHANIC	GRADE 8	43080.70	44801.90	46591.74	48453.08
PLUMBER	L/H(2-4)	44598.84	46380.62	48233.64	50160.50
PLUMBER	ZONEIC(2-4)	43388.02	45121.44	46924.02	48798.62
PUMP ATTENDANT	All	59141.42	61503.40	63959.99	66516.17
RELIEF PUMP ATTENDANT	All	38712.18	40258.40	41866.76	43539.08
SEWERAGE LEADING HAND	L/H	46699.90	48565.66	50506.30	52524.16
SEWERAGE LEADING HAND	ZONEIC	45489.08	47306.48	49196.68	51162.28
WATER LEADING HAND	L/H	46699.90	48565.66	50506.30	52524.16
WATER LEADING HAND	ZONEIC	45489.08	47306.48	49196.68	51162.28
WWW FITTER	ZONE	43338.62	45069.96	46870.46	48743.24

#### EMPLOYEES EMPLOYED UNDER THE TRAINING WAGE AWARD STATE 2003

Grade	Level	Annual full-Time Salary - Current	Effective 1 July, 2009	Effective 1 July, 2010	Effective 1 July, 2011
TRAINEE SKILL LEVEL A	G10 PLUS 1 YR (G11 16 YRS)	14092.00	14655.68	15241.98	15851.66
TRAINEE SKILL LEVEL A	G10 PLUS 2 YR (G12 17 YRS)	17004.00	17684.16	18391.62	19127.16
TRAINEE SKILL LEVEL A	1YR OUT OF SCHOOL (18 YRS)	19760.00	20550.40	21372.52	22227.40
TRAINEE SKILL LEVEL A	2YR OUT OF SCHOOL (19 YRS)	23036.00	23957.44	24915.80	25912.38
TRAINEE SKILL LEVEL A	2YR OUT OF SCHOOL (20+ YRS)	26416.00	27472.64	28571.66	29714.62

#### OFFICERS EMPLOYED UNDER THE QUEENSLAND LOCAL GOVERNMENT OFFICERS AWARD 1998

Grade	Level	Annual full-Time Salary - Current	Effective 1 July, 2009	Effective 1 July, 2010	Effective 1 July 2011
GRADE 1	55% U/17	21121.10	21965.94	22844.58	23758.37
GRADE 1	60% 17/18	23041.20	23962.85	24921.36	25918.22
GRADE 1	70% 18/19	26881.40	27956.66	29074.92	30237.92
GRADE 1	80% 19/20	30721.60	31950.46	33228.48	34557.62
GRADE 1	90% 20/21	34561.80	35944.27	37382.04	38877.32
GRADE 1	LEVEL A	38402.00	39938.08	41535.60	43197.03
GRADE 1	LEVEL B	39106.08	40670.32	42297.14	43989.02
GRADE 1	LEVEL B 80%	31284.76	32536.26	33837.71	35191.22
GRADE 1	LEVEL B 90%	35195.42	36603.29	38067.42	39590.12
GRADE 1	LEVEL C	40089.92	41693.52	43361.26	45095.71
GRADE 1	LEVEL D	41149.68	42795.67	44507.49	46287.79
GRADE 1	LEVEL E	42229.98	43919.18	45675.95	47502.98
GRADE 1	LEVEL F	43345.64	45079.40	46882.58	48757.88
GRADE 2	LEVEL A	44516.16	46296.88	48148.76	50074.71
GRADE 2	LEVEL B	45733.22	47562.61	49465.12	51443.72
GRADE 2	LEVEL C	46958.60	48837.06	50790.54	52822.16
GRADE 2	LEVEL D	48190.22	50117.89	52122.60	54207.51



Grade	Level	Annual full-Time Salary - Current	Effective 1 July, 2009	Effective 1 July, 2010	Effective 1 July 2011
GRADE 2	LEVEL D 10	53009.32	55129.68	57334.86	59628.26
GRADE 2	LEVEL A + CWA	45726.98	47556.06	49458.38	51436.59
GRADE 2	LEVEL B + CWA	46944.04	48821.79	50774.74	52805.60
GRADE 2	LEVEL C + CWA	48169.42	50096.24	52100.16	54184.04
GRADE 2	LEVEL D + CWA	49401.04	51377.07	53432.22	55569.39
GRADE 3	LEVEL A	49423.92	51400.85	53456.88	55595.16
GRADE 3	LEVEL B	50657.62	52683.81	54791.16	56982.81
GRADE 3	LEVEL C	51886.64	53962.21	56120.69	58365.52
GRADE 3	LEVEL D	53119.30	55243.95	57453.71	59751.86
GRADE 3	LEVEL A + CWA	50634.74	52660.03	54766.50	56957.04
GRADE 3	LEVEL B + CWA	51868.44	53942.99	56100.78	58344.69
GRADE 3	LEVEL C + CWA	53097.46	55221.39	57430.31	59727.40
GRADE 3	LEVEL D + CWA	54330.12	56503.13	58763.33	61113.74
GRADE 4	LEVEL A	54352.74	56526.91	58787.99	61139.51
GRADE 4	LEVEL B	55588.00	57811.39	60123.85	62528.80
GRADE 4	LEVEL C	56819.10	59091.92	61455.60	63913.82
GRADE 4	LEVEL D	58051.50	60373.66	62788.61	65300.15
GRADE 4	LEVEL A + CWA	55563.56	57786.09	60097.61	62501.39
GRADE 4	LEVEL B + CWA	56798.82	59070.57	61433.47	63890.68
GRADE 4	LEVEL C + CWA	58029.92	60351.10	62765.22	65275.70
GRADE 4	LEVEL D + CWA	59262.32	61632.84	64098.23	66662.03
GRADE 5	LEVEL A	59282.08	61653.28	64119.41	66684.18
GRADE 5	LEVEL B	60513.18	62933.80	65451.16	68069.20
GRADE 5	LEVEL C	61749.22	64219.20	66787.97	69459.49
GRADE 5	LEVEL A + CWA	60492.90	62912.46	65429.03	68046.06
GRADE 5	LEVEL B + CWA	61724.00	64192.98	66760.78	69431.08
GRADE 5	LEVEL C + CWA	62960.04	65478.38	68097.59	70821.37
GRADE 6	LEVEL A	63802.70	66354.73	69008.92	71769.27
GRADE 6	LEVEL B	65856.44	68490.56	71230.19	74079.39
GRADE 6	LEVEL C	67910.96	70627.31	73452.40	76390.50
GRADE 7	LEVEL A	69965.48	72764.06	75674.62	78701.60
GRADE 7	LEVEL B	72020.00	74900.80	77896.83	81012.71
GRADE 7	LEVEL C	74072.44	77035.42	80116.84	83321.51
GRADE 8	LEVEL A	76538.54	79600.12	82784.13	86095.49
GRADE 8	LEVEL B	79002.56	82162.70	85449.21	88867.18
GRADE 8	LEVEL C	81467.88	84726.49	88115.55	91640.17
GRADE 8	LEVEL D	83781.88	87133.03	90618.35	94243.09
GRADE 8	LEVEL E	86094.58	89538.35	93119.89	96844.68

**OFFICERS EMPLOYED UNDER THE NATIONAL TRAINING WAGE AWARD 2000**

Grade	Level	Annual full-Time Salary - Current	Effective 1 July, 2009	Effective 1 July, 2010	Effective 1 July, 2011
TRAINEE SKILL LEVEL A	G10 PLUS 1 YR (G11 16 YRS)	13990.08	14549.60	15131.48	15736.76
TRAINEE SKILL LEVEL A	G10 PLUS 2 YR (G12 17 YRS)	16815.76	17488.38	18188.04	18915.52
TRAINEE SKILL LEVEL A	1YR OUT OF SCHOOL (18 YRS)	19522.88	20303.92	21116.16	21960.90
TRAINEE SKILL LEVEL A	2YR OUT OF SCHOOL (19 YRS)	22743.76	23653.50	24599.64	25583.74
TRAINEE SKILL LEVEL A	2YR OUT OF SCHOOL (20+ YRS)	26043.68	27085.50	28168.92	29295.76

## SCHEDULE B - ALLOWANCES

Description	Current as at 1 July 2008	As at 1 July 2009	As at 1 July 2010	As at 1 July 2011
<b>Allowances to increase as per wage increase</b>				
Confined Spaces (hourly)	0.68	0.71	0.74	0.77
Confined Spaces - Mechanics (hourly)	0.66	0.69	0.72	0.75
First Aid Allowance – Plumbers (fortnightly)	22.95	23.87	24.82	25.81
First Aid Allowance – State (fortnightly)	25.64	26.67	27.74	28.85
First Aid Allowance – Federal (fortnightly)	25.24	26.25	27.30	28.39
First Aid Allowance – Mechanics (fortnightly)	26.33	27.38	28.48	29.62
Mechanic Dirt Money (Hourly)	0.49	0.51	0.53	0.55
Mechanic Repair Work (Hourly)	0.66	0.69	0.72	0.75
On Call Allowance – State (daily)	13.26	13.79	14.34	14.91
On Call Allowance – Federal (weekly)	162.24	168.73	175.48	182.50
Rubbish Allowance (daily)	1.98	2.06	2.14	2.23
Poison Spray Allowance (daily)	2.52	2.62	2.72	2.83
Sewerage Crane Operator (daily)	2.42	2.52	2.62	2.72
Tandem Trailer Allowance - Daily	2.63	2.74	2.85	2.96
Toilet Cleaning (weekly)	7.31	7.60	7.90	8.22
Work In Water <762Mm	1.40	1.46	1.52	1.58
Dirt Money (daily)	0.37	0.38	0.40	0.42
Wet Places	3.74	3.89	4.05	4.21
Living Away From Home Allowance (weekly)	273.90	284.86	296.25	308.10
Meal Allowance State	10.79	11.22	11.67	12.14
Meal Allowance Federal	11.42	11.88	12.36	12.85
Tool Allowance – Mechanics	44.99	46.79	48.66	50.61
Tool Allowance – Plumbers	49.72	51.71	53.78	55.93
Plaque Laying (weekly)	7.65	7.96	8.28	8.61
Leading Hand Allowance Const (fortnightly)	39.28	40.85	42.48	44.18
Leading Hand Allowance Mechanics (fortnightly)	51.73	53.80	55.95	58.19
Leading Hand Allowance Mechanics Incl (Hourly)	1.00	1.04	1.0816	1.1249
Leading Hand Allowance Plumbers (2-4) (fortnightly)	59.63	62.02	64.50	67.08
Leading Hand Allowance Plumbers (1) (fortnightly)	42.93	44.65	46.44	48.30
Leading Hand Allowance Plumbers (6 not more than 10)	82.71	86.02	89.46	93.04
Construction Allowance Const (fortnightly)	46.57	48.43	50.37	52.38
Construction Allowance Plumbers (fortnightly)	46.57	48.43	50.37	52.38
Construction Allowance Mechanics (fortnightly)	47.91	49.83	51.82	53.89
<b>Allowances to increase as per formula relating to base rate</b>				
Mechanic Disability Allow.(25% Of C10) (hourly)	5.08	5.29	5.50	5.72
Penalty Fitter (daily)	12.53	13.04	13.56	14.10
Sewerage Penalty Grade 6 (per unit)	11.35	11.81	12.28	12.77
Sewerage Penalty Grade 8 (per unit)	12.18	12.67	13.18	13.70
Sewerage Penalty Grade 3 (per unit)	10.54	10.96	11.40	11.86