

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Banana Shire Council Certified Agreement 2012

Matter No. CA/2012/20

Commissioner Thompson

20 April 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 20 April 2012 the Commission certifies the following written agreement:

Banana Shire Council Certified Agreement 2012 – CA/2012/20

Made between:

Banana Shire Council

AND

Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
Queensland Services, Industrial Union of Employees;
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

The agreement was certified by the Commission on 20 April 2012 and shall operate from 20 April 2012 until its nominal expiry on 30 June 2014.

This agreement replaces Banana Shire Council Enterprise Bargaining - Certified Agreement (CA/1995/416) and Banana Shire Council (BSC) Enterprise Bargaining Agreement 2009 - Certified Agreement (CA/2009/81).

By the Commission.

Commissioner Thompson

**BANANA SHIRE COUNCIL CERTIFIED
AGREEMENT 2012**

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This Agreement shall be known as the Banana Shire Council Certified Agreement 2012 (hereafter referred to as the Agreement).

1.2 APPLICATION

This Agreement shall apply to the Banana Shire Council, its employees and the Unions named in Clause 1.3 below.

1.3 PARTIES BOUND

This Agreement shall be binding on the following Parties,

- a) Banana Shire Council (hereafter called the employer);
- b) the employees of the employer whose classifications appear in this Agreement or the parent Awards (herein after called the employees); and
- c) the following Unions.
 - i. Queensland Services Industrial Union of employees;
 - ii. The Australian Workers' Union of employees, Queensland;
 - iii. Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of employees, Queensland;
 - iv. The Construction, Forestry, Mining and Energy, Industrial Union of employees Queensland;
 - v. Federated Engine Drivers' and Firemen's Association of Queensland, Union of employees;
 - vi. Plumbers and Gasfitters employees' Union Queensland, Union of employees;
 - vii. Transport Workers' Union of Australia, Union of employees (Queensland Branch); and
 - viii. The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of employees.

1.4 EXEMPTION

This Agreement shall not apply to any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment where that contract is pursuant to clause 6.5 or 6.6 of the Queensland Local Government Officer Award 1998.

1.5 RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and interpreted in conjunction with the Awards listed below, provided that where there is any inconsistency between this Agreement and the following relevant Awards, this Agreement shall take precedence to the extent of any inconsistency:

- i. Queensland Local Government Officers Award 1998 - State;
- ii. Local Government employees (excluding Brisbane City employer) Award – State;
- iii. Engineering Award – State;
- iv. Building Trades Public Sector Award – State;
- v. Family Leave Award – State
- vi. District Health Services employees’ Award – State.
- vii. Nurses Domiciliary Services Award - State
- viii. Social & Community Services (Qld) Award 2001
- ix. employees of Queensland Government Departments (Other than Public Servants) Award - State
- x. The Training Wage Award – State 2003.

From the date of operation of this Agreement, all other Agreements shall cease to have effect.

1.6 NO EXTRA CLAIMS

The Parties agree that during the life of this Agreement there shall be no further or additional claims made by any party in relation to wages or conditions covered by this Agreement.

1.7 DATE AND PERIOD OF THE AGREEMENT

This Agreement shall be effective, once certified by the QIRC, from July 1 2011 and shall continue to have effect until the nominal expiry date of June 30 2014 or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect following the nominal expiry date until it is varied or terminated.

1.8 RENEGOTIATION

The Parties undertake to provide their respective claims and commence discussions for renegotiation of a new Collective Agreement a minimum of 6 months prior to the nominal expiry date shown in clause one point seven (1.7) and aim to finalise the agreement prior to this Agreement reaching the nominal expiry date.

1.9 PURPOSE AND OBJECTIVES OF THE AGREEMENT

The Parties to this Agreement recognise the importance of a viable, efficient and rewarding Local Government service to the economic development and social well-being to the Shire. This Agreement seeks to achieve benefits as a result of consultation with employees and provides for:

- a) A framework for the employer and employees to work together towards improving productivity.
- b) Provides benefits to the employer, employees and the community through best practice.
- c) Provides a consultative structure which shall ensure the change initiatives are pursued in a co-operative and collaborative manner.

1.9.1 Objectives of Agreement

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

- i. The Parties recognise excessive workloads as a legitimate workplace health and safety issue. The employer shall commit to improving workload management practices and adequate resources for employees across the organisation to enhance effectiveness and efficiency in delivery of services.
- ii. Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community.
- iii. All family friendly flexible working arrangements are to be by mutual agreement between the employee

and employer and shall suit the climate, work demands as well as the needs of the employer and employees.

- iv. Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- v. Commit to workplace best practise to ensure the employer maintains a healthy, safe, sustainable and secure workforce.
- vi. Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- vii. Provision of better wages, salaries and conditions to employees and the improvement of existing allowances in exchange for improved productivity and service, leading to cost reductions and productivity improvements.
- viii. The Parties are committed to a consultative process, which aims to effect any change in the organisation's culture through co-operation.
- ix. Commitment to the employer's corporate plan which includes the following key values:
 - a. advocacy for our people,
 - b. effective and responsive leadership,
 - c. integrity and mutual respect,
 - d. honesty, equity and consistency in all aspects of Council's operations,
 - e. quality of service to our citizens,
 - f. to work constructively together in the spirit of teamwork,
 - g. sustainable growth and development.
- x. Every employee shall commit to gaining a basic understanding of customer services and know certain core facts about the Shire and the employer.
- xi. To reduce waste and rework through compliance with Quality Assurance.
- xii. Improve communication and feedback.
- xiii. To engender confidence in the employer as a fair and equitable employer and provide a stimulating, satisfying and participative work environment for all employees.

1.10 SINGLE BARGAINING UNIT

For the purposes of negotiating and implementing a replacement Agreement a Single Bargaining Unit (SBU) shall be established which shall consist of representatives from the Unions party to this Agreement.

1.11 COMMITMENT TO COLLECTIVE BARGAINING

The employer is committed, during the life of this Agreement and the renegotiation for a replacement Agreement to bargain collectively with the Parties to this Agreement in respect of employees whose terms and conditions are covered by the relevant parent Awards.

1.12 DEFINITIONS

Award shall mean the relevant Awards stated in clause one point five (1.5).

Productivity shall mean the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include but not be limited to;

- i. the provision of the same level and quality of services at a lesser input;
- ii. the provision of a greater level of customer service at the same or lesser input;

- iii. the development of a capacity to provide increased services in those work units where growth is occurring; updated technology;
- iv. an agreed combination of the above.

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. To avoid doubt, on occasion consultation may not lead to agreement or endorsement of management policy or processes.

Daily hours for the purpose of all paid leave is the actual hours an employee would normally work.

Employer shall have the same meaning as that cited in the Local Government Act 2009.

Executive Officer for the purpose of the exemptions clause one point four (1.4) means a person in a Management, Directors or similar position who is employed under a common law contract of employment.

Immediate Family shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) 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, grandparent, grandchild or sibling of the employee or spouse of the employee.

Long Term Casual shall mean an employee employed as such who has had continuous employment with the employer for more than one (1) year on a regular and systematic basis.

Nominated Representative shall mean a person nominated by an employee who may be a union representative, delegate or support person.

Parties shall refer to the Parties identified in clause one point three (1.3).

QIRC shall mean the Queensland Industrial Relations Commission.

PART 2 – JOINT CONSULTATIVE COMMITTEE, DISPUTE SETTLING & EMPLOYMENT TYPES

2.1 JOINT CONSULTATIVE COMMITTEE (JCC)

2.1.1 Purpose of JCC

The Parties to this Agreement shall establish and maintain a JCC. The purpose of the JCC is to act as a consultation and communication forum between the employer and employees and their respective unions concerning workplace and industrial relations matters.

Unions, the employer and employees are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation shall provide employees with an opportunity, through committee representatives, to participate in decision making processes. The Parties commit to the effective operation of the JCC and the employer shall provide the necessary support to successfully implement its agreed terms of reference charter.

The JCC shall meet at least every three (3) months.

2.1.2 Facilities

The following facilities shall be made available to the Parties involved in any JCC meeting.

- i. Wherever possible, meetings should occur in normal working time;
- ii. When a meeting occurs outside normal working time, the additional time shall be treated as overtime. This includes preparation for meetings, reporting back and travelling from attendance at meetings;
- iii. Reasonable access to normal employer facilities such as word processing, photocopying, telephone, storage facilities and meeting rooms etc;
- iv. Access to a room with normal office facilities shall be provided for representatives of the Parties to this Agreement to discuss workplace and/or industrial matters.

No employee shall be disadvantaged as a result of activities conducted in accordance with this clause.

2.2 DISPUTE SETTLING PROCEDURE

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

2.2.2 The objectives of the procedure shall be to promote the resolution of disputes, or matters that may give rise to an industrial dispute by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.

2.2.3 During the dispute the status quo existing immediately prior to the matter giving rise to the dispute shall remain and work shall continue as it was prior to the dispute except where a bona-fide health and safety issue is involved. Where a bona-fide health and safety issue exists, an employee shall not work in an unsafe environment however, where appropriate, they shall accept reassignment to alternative suitable work/work environment in the meantime.

2.2.4 In the event of any workplace grievance/dispute arising and/or disagreement between the Parties as to the application or interpretation or implementation of this Agreement, and all other workplace and industrial relations matters the following procedure shall be followed.

2.2.5 Depending on the issues involved, a procedure involving up to four stages of discussion shall apply. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

2.2.6 Sensible time limits shall be allowed for the completion of the various stages of the discussions. These four stages are:

Stage 1 – the employee is to notify their immediate supervisor in writing (pro-forma available) of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within two (2) working days of notification where practicable. At the employee's request the employee may be accompanied by the appropriate employee organisation shop steward/delegates or representative of their choice. In the event that the dispute/grievance is with the immediate supervisor, then the employee can progress to the next stage.

Stage 2 – if the matter remains unresolved after Stage one (1), the employee may refer the matter to the relevant Department Head. This meeting should be held within five (5) working days of the employee's request where practicable. At the employee's request the employee may be accompanied by the appropriate employee organisation shop steward/delegates or representative of their choice.

Stage 3 – if the matter remains unresolved after Stage two (2), the employee may refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee's request to progress the matter to stage three (3), where practicable. At the employee's request the employee may be accompanied by the appropriate employee organisation shop steward/delegates or representative of their choice.

Stage 4 – if the matter still remains unresolved, then either party may refer the matter to the QIRC. The Parties agree that a dispute referred to the QIRC shall request conciliation in the first instance and arbitration as a final resort if necessary.

2.2.8 Once referred to the QIRC the Parties are bound by the outcome, subject to the party's right of appeal.

2.2.9 Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that a genuine attempt to resolve the matter has been made at the appropriate stages.

2.2.10 There shall be a commitment by the Parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute.

2.3 PROBATIONARY EMPLOYMENT

All new employees (other than casual employees, apprentices and trainees) shall be subject to a probationary period of three (3) months. Where an employee is absent from work on permitted leave without pay or extended sick leave the employer shall retain the option of extending the employee's probationary period for that amount of time. For the purpose of this clause "extended sick leave" and "permitted leave without pay" shall be leave taken in excess of ten (10) working days.

During the probationary period termination of employment may be effected by either party by the giving of one (1) weeks' notice or payment/forfeiture in lieu of that notice. At the successful completion of the probationary period, or earlier if determined by the employer, employees shall become eligible for continuing permanent employment.

2.4 TYPES OF EMPLOYMENT

2.4.1 Full Time

The Queensland Local Government Officers Award 1998 (Officers Award – which is now taken to be a state Award) provides for 36.25 hours per week, the Local Government Employees (excluding Brisbane City employer) Award – State 2003, the Building and Construction Award – State, the Engineering Award – State 2002 and the Building Trades Public Sector Award – State 2002 provide for 38 hours per week.

2.4.2 Part Time

For the purpose of this Agreement;

- i. Part time employment is to be based on a regular number of ordinary hours averaging less than 36.25 hours per week or 38 hours per week (whichever Award applies).
- ii. The Parties agree that to enhance the productivity of the employer and or the needs of employees, the agreed pattern of hours within the spread of ordinary hours can be varied, by mutual agreement, to take into account operational demands and requirements and/or the needs of employees without incurring penalties.
- iii. Employees so employed shall be entitled to all leave and other entitlements as prescribed by the relevant Award and this Agreement on a pro rata basis.

2.4.3 Casual

For the purpose of this Agreement a Casual employee is as defined by the relevant Award. Where for a period of 6 months a casual employee has been working on a regular roster, that employee shall be offered permanent employment as determined by the Local Government Officers' Award 1998.

2.4.4 Maximum Term

The Parties recognise that the employer may at various times employ employees on a maximum term basis. This requirement would come about under, the following circumstances:

- i. Where the position is only required for a set time;
- ii. Where the position is only required for the life of a project;
- iii. Where the position is only created for the life of a set amount of funding (e.g. some government services)

Maximum term employee shall mean an employee who is engaged as such to work for a specific task or period of time. A maximum 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.

Maximum term employees may be required to work up to an average of 38 or 36.25 ordinary hours per week, whichever the case may be, plus any overtime hours as mutually agreed between the employer and the employee. By mutual agreement the contracted hours may be varied to suit the needs of the employer and the employee. Where this occurs the variation shall be recorded in writing.

Where it is necessary to terminate the employment of a maximum term employee (other than an employee identified in clause 2.5.4.1) for misconduct, poor performance or incapacity to perform work prior to their agreed tenure being completed the maximum term employee shall be provided with the same notice as that of a permanent employees.

Where the employer terminates the maximum term employee prior to completion of the agreed maximum term then the employer will be required to pay out the balance of the term or 6 months payment whichever is the lesser amount. The employer retains the right to assign the maximum term employee to other duties as required to be carried out, under the same terms and conditions of employment.

2.4.4.1 Permanent Employee and Maximum Term Position

Where a permanent employee accepts a Maximum Term position, that employee shall maintain their permanent employment status and shall return to their former role. However where the employee's former position is no longer available the employee shall have the right to return to another position at the same level, remuneration and status of their former role.

2.4.5 Apprentices & Trainees

The Parties to this Agreement recognise the importance of employing Apprentices and Trainees directly to ensure proper skills and development of the trade or discipline. The employer agrees that Apprentices and Trainees shall be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay shall be calculated in accordance with the salary scales at Schedule 1 of this Agreement.

Apprentices attending technical colleges, schools, registered training organisations or TAFE for the purposes of off the job training required under the apprenticeship shall have all fees paid by the employer. Apprentices attending technical colleges, schools, registered training organisations or TAFE shall continue to be paid as per their rate of pay in this Agreement, and shall not be disadvantaged. Existing permanent employees who undertake an adult apprenticeship shall continue to be paid the ordinary rate applicable to their former role until the relevant apprenticeship rate is greater.

PART 3 – WORK HOURS, PENALTY RATES, FLEXIBILITY, ACCRUED DAYS OFF, TOIL & CALL-OUT

3.1 WORK HOURS

3.1.1 Spread of Ordinary Hours

It is agreed the spread of hours shall be six (6.00) a.m. to six (6.00) p.m. Monday to Friday. The maximum number of ordinary hours each day shall not be exceeded without overtime rates applying as per the relevant Award.

Provided that where agreement is reached between the employer and individual employees or teams, the above spread of hours may be extended. Where this occurs details shall be recorded in writing, signed by both parties and maintained on the employee's personnel file.

Where business needs dictate, and the request is reasonable, employees may be required to work outside the spread of hours. Where agreement cannot be reached the matter shall be progressed by using the Disputes Resolution Procedure at clause two point two (2.2) of this Agreement.

3.2 PENALTY RATES

3.2.1 Transportation Back to Home Depot/Office

Upon completion of a full shift, employee's transportation back to their home depot/office shall be paid at penalty rates.

3.2.2 Weekend Ordinary Hours

Where an employee works their ordinary hours on either a Saturday or Sunday the employee shall be paid the following penalty rates:

- i. Ordinary hours worked Saturday shall attract a penalty rate of time and a half for the first three (3) hours and double time thereafter.
- ii. Ordinary hours worked on a Sunday shall be paid at double time for all hours worked.

3.2.3 Public Holidays

When an employee is required to work on a public holiday as part of their ordinary hours, they shall be paid at the rate of double time and a half with a minimum of four (4) hours being paid.

3.3 CALL-OUT

3.3.1 General Call-Out

An employee recalled to work overtime after leaving the employer's workplace, whether notified before or after leaving the workplace, shall be paid for a minimum of four (4) hours' work at the rate of time and a half for the first three hours and double time thereafter. If the employee is recalled on more than one (1) occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the four (4) hour minimum overtime payment for each call back.

Except in the case of unforeseen circumstances arising, an employee shall not be required to work the full four (4) hours if the job they were recalled to perform is completed within a shorter period. Overtime worked in the above circumstances shall be regarded as overtime for the purposes of the ten (10) hour break clause in the relevant Award.

This clause shall not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside the employee's ordinary hours.

3.3.2 Other Call-Out

An employee recalled to work overtime after leaving the employer's enterprise, whether notified before or after leaving the enterprise and the employee manages all aspects of the call-out without leaving their premises they shall be paid for a minimum of four (4) hours' work at the rate of time and a half for the first three (3) hours and double time thereafter.

If the employee is called-out on more than one (1) occasion during the night and the employee manages all aspects of the call-out without leaving their premises they shall not receive any further remuneration than the initial call-out amount stated in clause 3.3.1.

3.4 ACCRUED DAYS OFF

Full-time and Maximum Term employees (who are employed to work either a 38 hour or 36.25 hour week) shall work a nine (9) day fortnight. However, depending on operational requirements a different work cycle may be agreed upon by the relevant parties.

The work cycle shall provide an Accrued Day Off (ADO) each fortnight. The Parties agree that the principle behind ADO's is that the ADO shall be taken when due. Banking of any ADO's shall be by prior written arrangements with the employer and shall be as follows:

- i. Where the employer requests and the employees agree to work their ADO, the worked ADO shall be paid at the appropriate penalty rate and a replacement ADO shall be provided. Such agreement by the employee to work their ADO shall not be unreasonably withheld.
- ii. Where an employee agrees to attend training on their ADO, they shall be paid at their ordinary rates of pay to a maximum of 7.6 or 7.25 whichever the case may be and the ADO rescheduled to another day that suits both parties. Such agreement by the employee to attend training on their ADO shall not be unreasonably withheld.
- iii. Where possible the employer shall provide all relevant training during ordinary working hours.
- iv. Where an employee requests to bank their ADO and take it at a later date, no penalty rates shall apply to ordinary hours worked.
- v. Employees may elect to bank up to a maximum of six (6) ADO's of which three (3) may be kept and taken within the Christmas closedown period.
- vi. By prior mutual agreement, in exceptional circumstances, an employee is able to request to bank in excess of six (6) ADO's. Such agreement by the employer to allow the employee to bank in excess of six (6) ADO's shall not be unreasonably withheld.

Accrued ADO's shall be used prior to taking of annual/long service leave.

Nothing in this clause shall preclude the parties agreeing to a different work cycle depending on operational circumstances.

3.5 MAJOR PROJECTS

For major works/projects, a spread of times and days to be worked shall be by mutual agreement between the affected employees and the employer to give flexibility to the workforce. This flexibility is not to be unreasonably withheld.

In these circumstances, ordinary hours may be spread over seven (7) days. The parties also agree to consider for example:

- i. Arranging working days over an extended period by changing the scope of hours to accommodate peaks and troughs in workloads or climatic weather patterns.
- ii. Extended days in the dry season and shorter days or maintenance work in the wet season.

3.6 TIME OFF IN LIEU OF OVERTIME (TOIL)

Overtime can only be worked with the prior approval of the employer. Any overtime worked by employees covered by this Agreement shall be paid at the appropriate penalty rate as stated in the relevant parent Award.

Provided, however, where the employee elects to take time off in lieu of such overtime and the employer 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, paid at the ordinary time rate of pay, and may be taken at any time subject to the following conditions:

- i. Employees may accrue a maximum of 26 hours TOIL.
- ii. In exceptional circumstances and by mutual agreement in writing with the employer, an employee may be able to accrue and/or maintain in excess of 26 hours.

- iii. Operational needs are to be considered when time off is granted. Employees time off shall only be approved when it doesn't impose on operational demands.
- iv. Prior approval of the employer has been obtained. Where four (4) or more TOIL hours is to be taken such requests must be submitted to the employer with at least 24 hours' notice. If the required notice is not given the approval for the leave may not be granted by the employer.
- v. In the case of an emergency an employee may contact their manager and arrange to take this time off without 24 hours' notice.

Where the employee accrues in excess of 26 hours of TOIL, the total amount of TOIL shall be paid in full at the appropriate overtime rate.

If required by the employer, TOIL not taken shall be paid in the pay period prior to the end of March and September each year. Accrued TOIL shall be used prior to taking of annual/long service leave.

3.7 FLEXIBLE WORKING ARRANGEMENTS AND PRACTICES

3.7.1 Flexible Working Arrangements Principles

Important principles behind the flexible working arrangements are:

- i. Such arrangements meet operational requirements.
- ii. Where arrangements affect more than one employee, agreement has been obtained from a two-thirds (2/3) majority of the affected employees. However in special circumstances a substitute employee(s) may be utilised from similar workplaces.

3.7.2 Arrangements

The Parties are committed to providing for more flexible working arrangements, enhancing the productivity of the employer, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the operation of the employer.

The Parties agree that there is a need to address workplace efficiencies and effectiveness and agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

The Parties commit to the following:

- i. Acceptance in principle that changed structures may be more suitable for the needs of employer, reflecting the different skill/competency levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range and/or variation of duties where appropriate.
- ii. The employer shall keep employees informed and shall consult with affected employees and unions of any proposed changes to the organisational structure of the employer, introduction of new technology or other matters that may have a significant impact on work practices. The employer shall give prompt consideration to matters raised by the employees/unions following consultation.
- iii. Creating opportunities for employees which allows advancement based on skill, qualification, competency acquisition, use of such skills, qualifications, competency and the requirement to perform functions.
- iv. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling.
- v. The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained (competent) in the use of such tools and equipment.

It is agreed that proper consultation and communication provides a major contribution to efficient, flexible and productive employee and employer practices.

3.8 JOB SHARE ARRANGEMENTS

Any permanent full time position may be filled by two employees on a job sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the employees and the employer.

Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro-rata basis. All such appointments made shall be subject to half yearly review process in order to assess the effectiveness of the position being performed in this manner. Where relevant, movement to the next highest pay point within the employee's pay level shall occur, subject to satisfactory individual performance, at yearly intervals.

3.9 LOCAL GOVERNMENT OFFICERS AWARD STAFF SUPERVISING OTHER STATE AWARD STAFF

All Local Government Officers Award staff, who supervise other State Award staff, are, if required to work 38 hours, to be paid for the 38 hours per week worked, at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of the 38 hours per week shall be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 per week.

PART 4 - REMUNERATION

4.1 REMUNERATION & BENEFITS

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 the employer from offering, or from restricting the 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.

4.1.1 Salary/Wage Increase

Wage/Salary increases under this Agreement shall be as detailed below and shall become effective from the first (1st) full pay period following the date of the stated below.

- i. July 1 2011 – 4.0% increase;
- ii. July 1 2012 – 3.5% increase; and
- iii. July 1 2013 – 3.5% increase

Any Safety Net or Award increases granted during the term of this Agreement shall be absorbed in the increase granted under this Agreement.

4.2 HIGHER DUTIES

All employees who are directed to perform higher duties shall be paid at the higher rate for the actual hours worked. If an employee works more than four hours at a higher level on any one day, then they shall be paid for the whole shift at the higher rate of pay.

4.3 WORKERS COMPENSATION

4.3.1 Entitlements

All employees who are injured at work shall receive their full entitlements for the entire period they are absent on workers compensation. Entitlements that shall continue to accrue include, but are not limited to:

- i. Long Service Leave.
- ii. Annual Leave.
- iii. Superannuation Payments.
- iv. Sick Leave.

4.3.2 Payment

Taking the employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government Workcare and this calculated rate shall be the amount to be paid by the employer to the injured employee. The amount debited against the employee's sick leave accrual shall be on the basis of hours debited = additional payment divided by the employee's ordinary hourly rate of pay.

4.4 SALARY SACRIFICE

The employer provides employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities shall be subject to any legal limitations imposed by Federal and State legislation.

The employer reserves the right to withdraw this provision if changes in the relevant laws mean that the employer would incur additional administrative costs or the scheme itself becomes unlawful.

Any Fringe Benefit Tax attracted by the salary sacrifice shall be paid by the employee and shall not result in an increase to the total remuneration package.

Other than facilitating the salary sacrifice arrangements, the employer shall not be responsible for any other aspects of salary sacrifice which would include, but not be limited to, any loss, fines or fees or other costs sustained by the employee. Accordingly, the employer recommends employees take financial advice from a qualified financial planner prior to entering into any such arrangements

4.5 ALLOWANCES

The following allowances shall be indexed in line with the percentage wage increases as determined in the second (2nd) and third (3rd) year of this Agreement.

- a) Camp Allowance - Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employee to travel to and from home each day or because such employee is directed to live in such a camp, such employee shall be paid \$45.00 per night.

Further where an employee is required to reside in a camp but chooses to travel home by their own means of transport and in their own time, they shall be compensated for such travel at the rate of \$40.00 for each day so travelled.

- b) On-call Allowance – (Local Government Officers Award) An employee who is required by the employer to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of 20% of Level 4.1 (level 4.1 (yearly amount)/52x20%/7) for each day (Monday to Sunday including public holidays) upon which the employee is required to be on call for emergency work.
- c) On-call Allowance - (Local Government Employees Award - State) An employee who is required by the employer to be on-call for emergency work outside ordinary working hours shall be paid a standby allowance in accordance with the provision of the Local Government employees (excluding Brisbane City employer) Award – State, provided that the daily allowance for Monday to Saturday shall be \$25.00. Sunday 8 hours at ordinary time.
- d) On-call Allowance Public Holiday - If an employee is required to remain on call on any public holiday, they shall have the choice to be either paid for such public holiday (in the next applicable pay period) a sum equal to their pay for a normal working day or to have the day added to their annual leave.
- e) Overtime Meal Allowances - For the purposes of this Agreement shall be \$20.00.
- f) First Aid Allowance – Shall be \$25.00 per week to be paid to the nominated First Aid Officer/s.
- g) Safety Representative Allowance – Shall be of \$25.00 per week to be paid to the nominated Safety Representative. Safety Representatives shall be provided with the appropriate training.
- h) Synthetic Oil Fluids and Coolants Allowance - Suitably qualified and accredited mechanics/fitters who in their day to day duties are exposed to synthetic oil fluids and coolants in the maintenance and repair of,
- i. Power steering units.
 - ii. Braking systems.
 - iii. Automatic transmissions.
 - iv. Air conditioning units.
- shall be paid an allowance of \$0.35 for each hour worked with such substances.
- i) Working on Pumps/Machinery Involved with Sewerage Allowance - Mechanical workers who in their day to day duties have to engage in any work with the disassembly/repair work of any pump or other equipment that brings them in contact with live sewerage shall be paid at the rate of pay as per the live sewer allowance as contained within the Local Government Employees award, whilst working on such equipment.
- j) Repair of unclean vehicles Allowance - Employees covered by the Engineering Award State 2002 who are employed on the repair of the bodies of vehicles used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced, shall be paid an allowance of \$1.14 per hour in addition to the weekly rate when engaged in such work.
- k) Cleaning Public Toilets Allowance - An employee designated to clean public toilets, other than merely by hosing them down, shall receive an allowance of \$15.00 per day whilst carrying out such duties.

- l) Rubbish/Sanitary Allowance - Employees who are required to clean the designated wash-down bays and/or rubbish/sanitary vehicle shall be paid an allowance of \$0.40 per hour, or part thereof, whilst carrying out these duties.
- m) Construction Workers Allowance – All external employees covered by Awards that underpin this Agreement as defined by Clause four (4) of this Agreement and employed to perform tasks as outlined in Clause 5.8.1 of the LGE Award shall be paid an allowance of \$35.00 per week all-purpose as per Clause 5.8.1(a) provided that this allowance shall not apply whilst receiving the live sewer allowance.
- n) Incidental Allowance - employees employed as part of road reclaiming crew shall be paid an incidental allowance of \$10.00 per night whilst working away from home depot.
- o) Working in the Rain Allowance – If an employee is directed to work in the rain they shall be paid at double their ordinary rate of pay until the clothing, including boots, dries or they are able to change into dry clothing, whichever is earlier
- p) Tar Allowance - Where an employer is unable to provide appropriate protective clothing for employees working directly with tar, the employee shall receive a laundry allowance of \$2.00 per day.

4.6 CLOTHING/UNIFORM ALLOCATION

The existing uniform policies shall be referred to the JCC for review and recommendation to Council. The JCC will consult with the internal and external workforces.

4.7 GENERAL TRAVEL/ACCOMMODATION

This clause shall not apply where sub-clause 3.2.1 Transportation Back to Home Depot/Office has effect.

Where an employee is required to travel in order to attend to the employers business at the direction of the employer, the employer shall cover all reasonable costs associated with the travel and accommodation. An employee directed by the employer to travel shall not suffer any loss of pay for the time away on the employer's business.

An employee required to travel in relation to this clause 4.7 outside the prescribed ordinary hours of work shall be paid for such travelling time at ordinary rates, provided that such payment shall not exceed the ordinary hours on any day. However where an employee attends a function/event which is approved by the employer, but not essential to the employees role, and travel to the function/event requires the employee to travel outside of normal working hours, such travel shall not attract any payment for travel time.

4.8 OVERPAYMENT OF WAGES

The employer may recover an amount paid to an employee that the employee is not entitled to where:

- i. There has been an unauthorised absence from work.
- ii. An error is made by the employer in processing a wages payment

Provided the process of such recovery of overpaid wages in (i) and (ii) must commence within 12 month of the date of the overpayment.

Where practical an employee may agree to a suitable repayment arrangement with the employer. The arrangement to recover this overpayment shall be in writing and agreed to by the employee affected and the employer.

The employee may agree at any time to repay in full the overpaid amount, thereby eliminating the necessity of the employer to pursue, or continue to pursue recovery of overpaid wages under this clause.

Where repayment is mutually agreed, full restitution of overpaid wages by the employee shall be made within a 12 month period, except in exceptional circumstances. Provided that any agreed recovery schedule shall not cause financial hardship for the employee. Any arrangement to repay must be agreed to by both parties and shall be in writing.

PART 5 - LEAVE ARRANGEMENTS

5.1 ANNUAL LEAVE

All employees of the employer shall be entitled to annual leave as per the Award provisions with 17.5% loading. Annual leave shall be taken at times mutually agreed between the employee and the employer, apart from the Annual/Christmas shutdown. Employees shall be permitted to take Annual Leave at any time during the year by arrangement with the employer.

Annual Leave due shall be taken within two (2) years of the due date unless the employer approves accrual beyond two (2) years.

5.2 SICK LEAVE

Employees whose terms and conditions are governed by this Agreement shall be entitled to 15 days sick leave per annum. Sick leave taken shall be deducted and paid as per the relevant daily hours. Unused sick leave shall accumulate indefinitely without a limit of 32 weeks cap or 13 weeks absence in any one year.

5.3 PAID PARENTAL LEAVE

5.3.1 Maternity Leave

On application, the employer shall pay six (6) weeks Maternity Leave at full pay or 12 weeks at half pay in addition to the existing parental leave conditions. Maternity Leave applies to eligible employees who are pregnant or have given birth to a child. This shall also include adoption of a child under one (1) year of age. To be eligible for this payment, employees must have completed two (2) years' service.

5.3.2 Paternity Leave

On application the employer shall allow five (5) days Paternity Leave accessed from the employees Sick Leave entitlements.

5.3.3 Parental Leave

Staff must qualify for Parental Leave in accordance with the provisions of the relevant parent Award to gain additional access to annual leave and long service leave as prescribed below:

- i. Staff may nominate to take annual leave as part of their Parental Leave on the basis of doubling their current available annual leave days and being paid at half pay, and /or
- ii. Staff eligible for long service leave may nominate to take their long service leave as part of their Parental Leave on the basis of doubling their current available annual leave days and being paid at half pay

The combination of paid Maternity Leave, Paternity Leave (Family leave), Annual Leave at half-pay and Long Service Leave at half-pay together with unpaid Parental Leave shall not exceed 52 weeks in total. Part-time employees shall have access and be paid on a pro-rata basis.

5.4 BEREAVEMENT LEAVE

Employees may be granted up to a maximum of five (5) days off work upon the death of an immediate family member as defined by clause 1.12 of this Agreement. These five (5) days shall be comprised of two (2) days Bereavement leave, on each occasion, plus part of the employee's sick leave entitlements to a maximum of three (3) days.

Employees may be granted up to two (2) days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member as defined by this Agreement.

The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration, if so requested. Access to bereavement leave in other circumstances may be available subject to the Agreement of the employer.

5.5 LONG SERVICE LEAVE

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

Long Service Leave may be taken or the employee shall be paid out on resignation or termination on a pro-rata basis on completion of five (5) or more years' continuous service with Local Government in Queensland. Long Service Leave may be taken in minimum lots of ten (10) working days at one time. Where an employee has accrued in excess of 19.5 weeks of long service leave the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of long service leave over an agreed period of time.

5.6 SERVICE LEAVE

5.6.1 Armed Service

Unpaid leave may be granted to an employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air Forces and where leave is so granted and where the service pay received by such employee is

less than the employees ordinary rate of pay as an employee employed by the employer, then the employer shall pay the employee the amount of the difference.

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

5.6.2 SES/Fire Brigade Leave

Where an employee is a member of the Emergency Services (including Rural Fire Brigade) and is required during working hours to attend an emergency they shall be paid as if at work by the employer. Any monies received, other than meal allowance, shall be reimbursed to the employer.

On approach in writing from the relevant officer attached to the SES or Queensland Fire and Rescue Service, an employee may be granted leave, during their ordinary hours of work, without loss of pay for training purposes. Such written notice from the relevant officers should state that the employee is required for training purposes as well as the time training commences and finishes. Provided that where such training takes place outside an employee's ordinary hours, the employee shall not be entitled to any payment.

5.6.3 Jury Service Leave

Where an employee is required to attend for jury service the employee shall be paid as if at work by the employer. Any monies received, other than meal allowance, from the court shall be reimbursed to the employer. Employees who as a result of attending to jury service do not have reasonable time off between the conclusion of jury service and the commencement of work shall be granted time off as per the relevant Award.

5.7 LEAVE WITHOUT PAY

Leave without pay for special circumstances shall be available to all employees at the discretion of the Chief Executive Officer up to a maximum of one (1) year and such leave shall not constitute a break in the continuity of service of the employee. Leave without pay under these circumstances is on the understanding that the employer may backfill the position and that the employee on their return shall be placed in a relative vacancy at their previous rate as a minimum, and not necessarily in their previous position.

5.8 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 member or household 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 the employer. In recognising this, the Parties have agreed on the following procedure to manage sick leave abuse and absenteeism:

The Parties agree that sick/carer's leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or be required to care for an immediate family member or household.

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 employer shall from time to time review employee sick leave records with a view to establishing a list of employees who have a record of attendance which gives cause for reasonable concern.

- i. 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.
- ii. Where the above step 5.8 i 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 indicating proof of illness or a medical certificate shall be required for any subsequent absence shall be provided to the employee and shall include appropriate actions for improvement as well as timeframes.
- iii. If no improvement is observed in the next timeframe 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.

- iv. If the above action still results in unsatisfactory attendance the employee shall need to provide the employer with a reason why their employment should not be terminated.

The above procedure does not withdraw the employer's right to take action against fraudulent behaviour which may justify summary dismissal. Filling out a false sick leave or carer's leave application and claiming sick or carer's leave payment, when that employee's application is not genuine, may be considered to be fraudulent.

PART 6 - EMPLOYMENT & REDUNDANCY

6.1 EMPLOYMENT SECURITY

The Parties recognise that the employer commits to preserve the positions that currently exist within the employer's workforce, where possible. The employer shall take steps to ensure that the employer has the benefit of a stable and committed workforce such steps shall include measures to increase the security of employee's employment.

If the employer decides to engage contractors or labour hire to perform work, which is the type of work which could be covered by this Agreement, that will have significant effects on employees, the employer will notify and consult with the affected employees and as required the relevant Unions regarding this matter.

6.1.2 Significant Effects

Significant effects includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

As part of the consultation process the employer will inform the Unions in writing of the following:

- a) the employer's reasons for the engagement of contractors or labour hire;
- b) the identity of the proposed contractor or labour hire provider;
- c) the amount and type of work to be performed by the proposed contractor or labour hire workers as well as the number of contractors or labour hire workers; and
- d) the duration of the expected engagement of the contractor or labour hire.

Provided that the employer shall not be required to disclose confidential information which would be adverse to the employer's interests.

6.2 RECRUITMENT

6.2.1 Vacancies Advertising

When advertising vacant positions the employer shall:

Within 14 working days, where practicable, invite applications for appointment to such position by notice stating:

- i. The position to be filled and the wage/salary;
- ii. The duties and qualifications required for the position;
- iii. When and how applications for each position are to be made.

Such notice shall be posted on all notice boards at all work locations, where practicable, at least seven (7) working days before the time stated in such notice as the closing date for applications and in such other manner as the employer may determine.

All applications shall be acknowledged within seven (7) working days, where practicable. All applicants shall be notified of the result of their applications within two (2) months of the date of advertising the vacancy, where practicable. Unsuccessful internal applicants shall be notified of the appointment made within seven (7) days of making such an appointment, where practicable.

Contractors and/or their employees shall not be appointed to any position as permanent employees until normal recruitment and selection processes have been followed.

All vacant positions shall be advertised internally in the first instance.

Where the position has a dollar value above Local Government Officers Level 3 of this Agreement, the employer may advertise externally simultaneously.

The employer may utilise applications obtained via expressions of interest in lieu of external advertising and/or where a position has been vacant for an extended period of time where the recruitment process has been unsuccessful.

Where an employee is unsuccessful in completing their probation period, the recruitment process undertaken to fill the vacancy remains current.

6.4 USE OF CONTRACTORS

The Parties recognise that the employer may require some use of contractors to carry out the employer's work.

The employer's permanent full-time employees shall always be given first preference to higher duties positions over contractors, operations permitting.

The employer shall ensure that the contractual arrangements are such that the wages and conditions of those employees are not in breach of any State Regulations, Acts or relevant Awards pertaining to their employment.

The employer shall supply details of the use of contractors at the Joint Consultative Committee meetings.

The use of contractors/labour hire personnel shall be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

The employer may contract out current services in the following circumstances:

- In the event of shortages of skilled staff and resources; or
- The lack of available infrastructure capital and the cost of providing technology; or
- Extraordinary or unforeseen circumstances; or
- That it is in the public interest that such services should be contracted out.

6.5 REDUNDANCY PROVISIONS

This clause is outlined in step by step process and applies to all voluntary retrenchments, redeployments, and non-voluntary retrenchments that occur as a result of workplace redesign and/or organisational change.

6.5.1 Objectives

The chief objectives of this clause are:

- i. Maintain, where possible, employees whose positions have become redundant in continued employment with the employer.
- ii. Suitably retrain and redeploy such employees where possible.
- iii. Pay monetary compensation to such employees who are unable to be redeployed and whose positions are deemed to be redundant.
- iv. Assist employees to find employment outside the service of employer.

6.5.2 Discussions before Terminations

The employer shall hold discussions with the employee directly affected and where relevant, their Unions:

- i. Where the employer has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone.
- ii. Where this is not due to the ordinary and customary turnover of labour; and
- iii. That decision may lead to termination of employment.

The discussions shall:

- i. Take place as soon as it is practicable after the employer has made a definite decision which shall invoke the provisions of clause 6.5.2 Discussions before Termination above; and
- ii. Provide reasons for the proposed terminations; measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.

6.5.3 Information to be Provided

For the purpose of the discussion the employer shall, as soon as practicable provide in writing to the employees concerned and their Unions,

- i. All relevant information about the proposed terminations:

- ii. The reasons for the proposed terminations;
- iii. The number and categories of employees likely to be affected;
- iv. The number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be detrimental to its interests.

6.5.4 Redeployment

- i. A priority shall be given, where practicable, to redeploying an employee whose position has been made redundant.
- ii. Redeployment shall be made on the basis of merit and as redeployment opportunities are identified, the employee selected by the employer for the redeployment shall be given at least four (4) weeks' notice of the details of the redeployed position and the commencement date in that position.
- iii. Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, the ordinary time rate of the redundant position shall be maintained by the payment of an over Award payment until whichever of the following first happens:
 - a) the end of 104 weeks after the date of transfer to the redeployed position;
 - b) the employee is no longer employed by employer; or
 - c) the employee is appointed to a position where the ordinary time rate is equal to or more than the ordinary time rate of the redundant position.
- iv. Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, the accrued entitlements of Annual Leave and Long Service Leave accrued whilst in the higher position shall be paid at the pre-income maintenance level.
- v. Where an employee is redeployed to a position which is not consistent with the redundant position in terms of the applicable Award classification and the employee's skills, qualification and experience, the appointment shall be for a trial period of 12 weeks:
 - a) If the employee believes the position is not appropriate, the employee may after four (4) weeks, but within ten (10) weeks of being redeployed request to be terminated before the end of the 12 week period upon giving at least two (2) weeks written notice and employer shall agree to such request; or
 - b) If the employer believes the employee is not suitable for the position, it may before the end of the 12 week period terminate the employee upon giving at least two (2) weeks written notice.
- iv. If the employee does not request to be terminated or the employer does not terminate as provided in Redeployment (6.5.4 v) as above, the employee shall be deemed to have been appointed to the redeployed position specified in Redeployment (6.5.4 v) as above at the end of the 12 week trial period.

6.5.5 Termination by employer

- i. Where the employer has made a definite decision to make a position redundant and there are no redeployment opportunities, then the employee concerned shall cease employment on a date nominated by employer and be given a notice period of four (4) weeks.
- ii. In addition to the notice in Termination by employer (6.5.5 i) as above, employees over 45 years of age at the time of giving of notice and with not less than two (2) years continuous service, shall be entitled to one (1) additional weeks' notice.
- iii. Payment in lieu of notice shall be made if the appropriate notice is not given Provided that employment may be terminated by the employer or by agreement between the employer and the employee concerned by part of the period of notice specified and part payment in lieu thereof.
- iv. In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- v. Provided that an employee who has been engaged for a specific period of time or for a specific task or tasks, shall be given one (1) weeks' notice, or in lieu of such notice, one (1) weeks wages shall be paid or deducted.

- vi. Where an employee and employer do not agree under Termination by employer (6.5.5 iii) as above, the employee concerned may terminate such employment during the notice period but in such circumstances the employee shall not be entitled to payment in lieu of notice.

6.5.6 Voluntary Redundancies

- i. Where the employer has decided to reduce the number of employees who are doing the same or similar work and there are no redeployment opportunities available for all the employees affected, the employer shall invite expressions of interest for voluntary redundancy from the employees affected who are not exempt under Exempted employees (6.5.8) of this redundancy clause.
- ii. The employer may at its sole discretion decide whether to accept any or none of the expressions of interest lodged.
- iii. Where:
 - a) The employer does decide to accept any expressions of interest for voluntary redundancy; or,
 - b) There is still a need to make any employee redundant because of insufficient voluntary redundancies

The provisions of this redundancy clause shall apply as if there was involuntary redundancy and the employee concerned is to be terminated by employer.

6.5.7 Time off During Notice Period

- i. Where an employee has been given notice of termination under Termination by Employer (6.5.5) as above, the employee concerned shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent (for this purpose a Statutory Declaration shall be sufficient.)

6.5.8 Severance Pay

- i. On ceasing employment an eligible employee shall be entitled to severance pay at the rate of three (3) weeks' pay for each complete year of continuous service plus a proportionate amount for an incomplete year (whole months only taken into account) subject to a maximum payment of one 104 weeks' pay and a minimum of three (3) weeks' pay.
- ii. Entitlements involving periods of part time employment shall be calculated on a pro-rata full time basis; for example one (1) year of part time employment at 19 ordinary hours of work per week where the full time Award ordinary hours are 38 shall equate to an entitlement of three (3) weeks' pay for 19 hours.
- iii. For the purpose of Severance Pay (6.5.8 i & ii) as above the following terms have the meanings respectively assigned to them, that is to say: -
 - a) 'Weeks Pay' means the ordinary time rate of pay for the employee concerned at the date of ceasing employment with employer.
 - b) 'Eligible employee' means subject to the provisions of employees Exempted (6.5.10) and Alternate Employment (6.5.11) below:
 - (i) An employee who has been terminated under Termination by employer (6.5.5) as above;
 - (ii) An employee who has been terminated in accordance with Redeployment (6.5.4 iii) as above; and
 - (iii) An employee whose expression of interest under Voluntary Redundancies (6.5.6) as above has been accepted by employer.

6.5.9 Other Payments upon Termination

An employee receiving a severance payment under Severance Pay (6.5.8) as above shall also be paid any reimbursable education costs which would have been otherwise payable by the employer to the employee had it not been for the termination of the employee under this clause. Provided that at the date of ceasing employment the employee has not failed any subjects to which the education costs relate.

6.5.10 Employees Exempted

This redundancy clause shall not apply:

- i. Where employment is terminated as a consequence of conduct that justifies instant dismissal;

- ii. To employees engaged for a specific period of time or for a specified task or tasks;
- iii. To casual employees;
- iv. To apprentices and trainees on completion of their apprenticeship or traineeship; or
- v. To an employee who has less than one (1) years' continuous service where the general obligation on the employer is no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to such take steps as may be reasonable to facilitate the obtaining by the employee of suitable alternate employment.

6.5.11 Alternate Employment

- i. The employer, in a particular redundancy case, may make application to the QIRC to have the general severance pay provision varied if the employer obtains alternate employment for an employee which is acceptable to the employee concerned.
- ii. Notwithstanding the provisions of this clause Alternate Employment (6.5.11) as above, where an employee whose position is no longer required in accordance with this redundancy clause, finds or is found suitable employment with another local government or other authority, prior to termination, the employee shall be ineligible for payment of severance pay in accordance with Severance Pay (6.5.6).

6.5.12 Definitions

For the purpose of interpreting the Redundancy Clause, 'Continuous Service' means unbroken service with employer as a full time or part time employee but shall not include service with any other Local Government. Periods of leave of absence where the employer agrees to allow the employee time off without pay, such as unpaid sick leave shall not break the continuity of service but the duration of the break shall not be counted as service

PART 7 - MISCELLANEOUS

7.1 PERFORMANCE MEASUREMENT

The Parties agree that the use of Key Performance Indicators (KPI's) are an important measure of productivity and efficiency and shall be implemented to monitor progress towards the achievement of critical business goals of the employer and shall be a key component of future Enterprise Bargaining Agreements.

KPI data shall be available to all employees and shall be regularly reviewed by the Joint Consultative Committee to assess achievement of performance targets. Outcomes of the review and subsequent changes (if required) shall form part of the ongoing process of continuous improvement.

Examples of KPI's which could be considered would include but not be limited to:

- Workplace Health and Safety
- Quality Assurance
- Absenteeism
- Leave Accruals
- Performance Appraisals completed

7.2 PROFESSIONAL INDEMNITY

Where an employee acting in the course of their employment, other than in cases of gross and/or wilful misconduct, causes loss of damage to property or injury to any person the following shall apply;

- i. The employer shall not make any claim against the employee for loss, damage or injury caused by the employee/s.
- ii. Any claim made against the employee shall be accepted as a claim made against the employer.
- iii. The employer shall bear all costs of defending any claim.
- iv. The employer shall indemnify and hold harmless the employee against any amounts required to be paid pursuant to any order of the court or any settlement.

Provided that nothing herein shall require the employer to indemnify the employee if the employee's conduct was intended to cause damage.

7.3 STAFF DEVELOPMENT & APPRAISALS

Staff Development and Appraisals are an ongoing process of personal and organisational development based on the achievement of employer and personal goals. It encourages a common understanding within the organisation of what is to be done, the tasks and resources involved in getting it done and criteria for assessing whether personal and employer goals have been achieved.

The Parties agree to implement a Staff Development and Appraisal system to cover all employees and such system shall be conducted on an annual basis and shall encompass the following:

- i. Accurate Position Description
- ii. Full Consultation with employees
- iii. Adequate training of staff who carry out performance appraisals
- iv. Detailed awareness raising information sessions conducted for all employees
- v. Appropriate form of feedback to the employee.

7.4 EMPLOYEE TRAINING AND DEVELOPMENT

7.4.1 Structured Training and Development

The Parties recognise that in order to increase the efficiency and productivity of employer a commitment to structured training and skill development is necessary. Where practicable such training and development shall be based on nationally accredited competencies or curriculum.

All training, including competency based training provides the opportunity to build employee confidence and competence at a time when the working environment is changing. Best practice defines a highly skilled and flexible workforce as a key ingredient for continuous performance improvement.

Training and development for any particular employee shall be directly related to the employee's relevant career path. When training is taken as a part of the individual's development, this shall be a shared responsibility between the employer and the employee.

The employer commits to allocating a responsible budget for not only mandatory training but also career path training.

Any training outside normal working hours shall have regard to the employee's family responsibilities.

7.4.2 Reimbursement of Training Costs

An employee who terminates their employment or is terminated for misconduct within the time frames outlined in the following table may be required to reimburse the employer the percentage of all training costs as outlined below.

Timeframe after training until termination	Percentage of training costs to be reimbursed
0 to 3 months	100%
3 to 6 months	50%
6 to 9 months	25%
Greater than 9 months	0%

For the purpose of this clause "training costs" shall include such costs as external course fees, cost of certificates and/or licences as well as accommodation and travel costs. Training costs shall not include the employee's wage or salary for the day.

Where an employee forms part of a group of employees and an external provider is utilised, the training costs shall be determined by the employer dividing the external provider's fees by the number of employees at the training course.

7.5 LICENCE FEES AND PROFESSIONAL MEMBERSHIP

The employer shall pay all licence and professional membership fees (other than C class drivers licence fees) in accordance with the employer's policy if the licence or professional membership is required for the employee to carry out their employment to enable an employee to perform a function of the employer. The employer shall not pay for membership and certification/licence when a new employee has had to have accreditations to obtain the job with employer.

PART 8 - UNION ENCOURAGEMENT

8.1 QIRC Statement of Policy

The employer recognises its responsibility under the Full Bench of the Queensland Industrial Relations Commission issued "Statement of Policy on Union Encouragement" (reported V165QGIG Folio 221) that encourages an employee to join and maintain financial membership of the relevant Union. The employer shall provide for Union Participation as per the Local Government Employees Award – Clauses 11.4 and 11.5.

8.1.1 Documentation to be Provided by Employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the QIRC, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee. The document provided by the employer shall also identify the existence of a Union encouragement clause in this Agreement.

8.1.3 Union Delegates

Union Delegates and job representatives have a role to play within a workplace. The existence of accredited Union Delegates and/or job representatives is encouraged. The employer shall not unnecessarily hinder accredited Union Delegates and/or job representatives in the reasonable and responsible performance of their duties.

8.1.4 Deduction of Union Fees

The employer 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.

8.1.5 Trade Union Training Leave

Paid leave of absence of up to five (5) 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. Additional days may be approved at the Chief Executive Officer's discretion.

8.2 TRADE UNION ENTRY TO THE WORKPLACE

An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under section 373 of the *Qld Industrial Relations Act 1999*.

On entering the workplace, the officer must first:

- i. Notify the employer or the employer's representative of the officer's presence; and
- ii. Produce the officer's authorisation, if required by the employer or representative.

Following notification as stated above the officer/s of the union shall have rights of access and entry to the premises of employer for the following purposes;

- i. Meeting with workplace delegates; and
- ii. Meeting with members of staff; and
- iii. Meeting with relevant management team members on matters associated with this Agreement or current industrial workplace issues.

**Schedule 1
Salary Scales**

The following salary scales are to apply for the term of the Agreement: -

EMPLOYEES AWARD	July 2011	July 2012	July 2013
LAE* Level 1 First 6 Months	812.06	840.48	869.90
LAE* Level 1 Thereafter	824.48	853.34	883.20
LAE* Level 2	836.90	866.19	896.51
LAE* Level 3	849.91	879.66	910.45
LAE* Level 4	863.22	893.43	924.70
LAE* Level 5	876.20	906.86	938.60
LAE* Level 6	904.69	936.35	969.13
LAE* Level 7	933.92	966.61	1,000.44
LAE* Level 8	964.92	998.70	1,033.65
LAE* Level 9	995.84	1,030.70	1,066.77

NURSES' AWARD – DOMICILLARY NURSING SERVICES	July 2011	July 2012	July 2013
Registered Nurse L2 G1	1,145.69	1,185.79	1,227.29

DISTRICT HEALTH AWARD	July 2011	July 2012	July 2013
PO2/1	1,044.99	1,081.56	1,119.42
PO2/2	1,096.22	1,134.59	1,174.30
PO2/3	1,149.24	1,189.46	1,231.09
PO2/4	1,202.48	1,244.57	1,288.13
PO2/5	1,255.78	1,299.73	1,345.22
PO2/6	1,308.75	1,354.56	1,401.97

SOCIAL & COMMUNITY SERVICES AWARD	July 2011	July 2012	July 2013
Comm Serv Worker L1 P1	843.85	873.38	903.95

EMPLOYEES OF QLD GOVT DEPARTMENTS (OTHER THAN PUBLIC SERVANTS) AWARD	July 2011	July 2012	July 2013
O02.1	864.64	894.90	926.22
O02.2	886.42	917.45	949.56
O02.3	908.07	939.85	972.75
O02.4	932.35	964.98	998.75

OFFICERS AWARD	July 2011	July 2012	July 2013
Director of Engineering Services			
C4 L1	133,351.86	138,019.17	142,849.84
C4 L2	130,027.55	134,578.51	139,288.76
C4 L3	126,706.73	131,141.46	135,731.42
Junior Rates (% Level 1/1)			
Under 17 years (55%)	24,260.51	25,109.63	25,988.47
17 Years (60%)	26,466.01	27,392.32	28,351.05
18 Years (70%)	30,877.01	31,957.71	33,076.23
19 Years (80%)	35,288.02	36,523.10	37,801.40
20 Years (90%)	39,699.02	41,088.48	42,526.58
Level 1			
1.1	44,110.02	45,653.87	47,251.76
1.2	44,761.71	46,328.37	47,949.86
1.3	45,659.95	47,258.05	48,912.08
1.4	46,702.95	48,337.55	50,029.37
1.5	47,783.26	49,455.67	51,186.62
1.6	48,875.20	50,585.83	52,356.34
Level 2			
2.1	50,035.47	51,786.71	53,599.25
2.2	51,182.47	52,973.85	54,827.94
2.3	52,327.30	54,158.75	56,054.31
2.4	53,469.97	55,341.42	57,278.37
Level 3			
3.1	54,613.90	56,525.39	58,503.77
3.2	55,757.42	57,708.93	59,728.74
3.3	56,904.18	58,895.83	60,957.18
3.4	58,091.59	60,124.79	62,229.16
Level 4			
4.1	59,277.45	61,352.16	63,499.48
4.2	60,486.92	62,603.96	64,795.10
4.3	61,558.94	63,713.50	65,943.47
4.4	62,827.63	65,026.60	67,302.53
Level 5			
5.1	64,103.65	66,347.27	68,669.43
5.2	65,382.76	67,671.16	70,039.65
5.3	66,657.46	68,990.48	71,405.14
Level 6			
6.1	68,783.04	71,190.45	73,682.12
6.2	70,903.43	73,385.05	75,953.53
6.3	73,032.24	75,588.36	78,233.96
Level 7			
7.1	75,152.83	77,783.18	80,505.59
7.2	77,272.63	79,977.17	82,776.37
7.3	79,398.21	82,177.15	85,053.35
Level 8			
8.1	81,941.67	84,809.62	87,777.96
8.2	84,490.91	87,448.09	90,508.78
8.3	87,041.32	90,087.77	93,240.84
8.4	89,424.50	92,554.36	95,793.76
8.5	91,821.12	95,034.86	98,361.08

ENGINEERING AWARD	July 2011	July 2012	July 2013
C14	692.20	716.43	741.50
C10	876.20	906.86	938.60
C09	904.69	936.36	969.13
C08	933.92	966.61	1,000.44
C07	964.92	998.70	1,033.65
C06	1,026.67	1,062.61	1,099.80
1st Year Apprentice Junior (51%)	446.86	462.50	478.69
2nd Year Apprentice Junior (59%)	516.96	535.05	553.78
3rd Year Apprentice Junior (75%)	657.15	680.15	703.95
4th Year Apprentice Junior (90%)	788.58	816.18	884.74
1st Year Apprentice Adult (76%)	665.91	689.22	713.34
2nd Year Apprentice Adult (82%)	718.48	743.63	769.65
3rd Year Apprentice Adult (85%)	744.77	770.83	797.81
4th Year Apprentice Adult (90%)	788.58	816.18	844.74

BUILDING TRADES AWARD	July 2011	July 2012	July 2013
Building Trades 1	876.20	906.86	938.60
Building Trades 2	919.67	951.86	985.17
Building Trades 3	963.46	997.18	1,032.09
1st Year Apprentice Junior (51%)	446.86	462.50	478.69
2nd Year Apprentice Junior (59%)	516.96	535.05	553.78
3rd Year Apprentice Junior (75%)	657.15	680.15	703.95
4th Year Apprentice Junior (90%)	788.58	816.18	884.74
1st Year Apprentice Adult (76%)	665.91	689.22	713.34
2nd Year Apprentice Adult (82%)	718.48	743.63	769.65
3rd Year Apprentice Adult (85%)	744.77	770.83	797.81
4th Year Apprentice Adult (90%)	788.58	816.18	844.74

SIGNATORIES

Signed for and on behalf of **Banana Shire Council** Raymond Geraghty
 In the presence of Deborah Heuschele

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Katherine Nelson
 In the presence of: Tneka Springett

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland..... William Ludwig
 In the presence of: Jeehan Habib

Signed for and on behalf of the Automotive, Metals, Engineering,
 Printing and Kindred Industries Industrial Union of Employees, Queensland Andrew Dettmer
 In the presence of: Lisa Butler

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
 Industrial Union of Employees, Queensland Michael Ravbar
 In the presence of: Kathleen Nettleton

Signed for and on behalf of the Federated Engine Drivers' and Firemens'
 Association of Queensland, Union of Employees Michael Ravbar
 In the presence of: Kathleen Nettleton

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
 Union of Employees Bradley O'Carroll
 In the presence of: Sharon Durham

Signed for and on behalf of the Transport Workers' Union of Employees
 (Queensland Branch) Peter Biagini
 In the presence of: M. Cerrato

Signed for and on behalf of The Association of Professional Engineers,
 Scientists and Managers, Australia, Queensland Branch, Union of Employees..... Michelle Rae
 In the presence of: David Pullen