

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Logan City Council Certified Agreement 2012

*Matter No. CA/2012/30*

Commissioner Brown

15 May 2012

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 09 May 2012 the Commission certifies the following written agreement:

Logan City Council Certified Agreement 2012 – CA/2012/30

Made between:

Logan City Council

AND

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

The agreement was certified by the Commission on 09 May 2012 and shall operate from 09 May 2012 until its nominal expiry on 31 December 2014.

This agreement cancels Logan City Council Certified Agreement 2009 – CA/2009/12.

By the Commission.

Commissioner Brown

## TABLE OF CONTENTS

<b>PART 1 - ABOUT THE AGREEMENT .....</b>	<b>4</b>
1.1 TITLE.....	4
1.2 PARTIES TO THE AGREEMENT .....	4
1.3 COVERAGE OF THE AGREEMENT .....	5
1.4 DATE AND PERIOD OF OPERATION .....	5
1.5 RELATIONSHIP TO PARENT AWARDS AND AGREEMENTS .....	5
1.6 NO EXTRA CLAIMS .....	5
<b>PART 2 - WORKING TOGETHER .....</b>	<b>5</b>
2.1 PURPOSE OF AGREEMENT.....	5
2.2 LEADERSHIP AND CULTURE JOURNEY .....	6
2.3 LOCAL AREA AGREEMENTS .....	6
2.3.1 Process for LAA's .....	6
2.3.2 Weighbridge Station/Transfer Officer (Tipmasters) Local Area Agreement .....	7
2.4 TELECOMMUTING - WORK FROM HOME.....	7
2.5 SIMULTANEOUS ADVERTISING.....	7
2.6 APPOINTMENTS TO VACANCIES .....	7
2.7 WORKPLACE HEALTH & SAFETY ISSUES.....	7
2.8 ON CALL AND CALL OUTS .....	8
2.8.1 Definitions .....	8
2.8.2 Objectives of the Provision.....	8
2.8.3 On Call Allowance .....	8
2.8.4 Call Out Payment.....	8
2.8.5 Breaks .....	9
2.8.6 Communication/Transport.....	9
2.9 PERMANENT CONVERSION OF CASUALS .....	9
2.10 INTERNSHIPS.....	9
2.11 RELOCATION OF WORKPLACE.....	10
<b>PART 3 - HOURS OF WORK.....</b>	<b>10</b>
3.1 HOURS OF WORK (36.25 hour per week Award employees).....	10
3.2 NINE DAY FORTNIGHT AGREEMENT (36.25 hour per week employees).....	12
3.2.1 Application of the Scheme.....	12
3.2.2 Hours of Duty (Nine Day Fortnight) .....	13
3.2.3 Rostered Day Off.....	14
3.2.4 Temporary Change to a Rostered Day Off .....	14
3.2.5 Overtime .....	14
3.2.6 Sick Leave .....	15
3.2.7 Annual Leave.....	15
3.2.8 Higher Duties.....	15
3.2.9 Productivity .....	16

<b>3.3</b>	<b>FLEXIBLE HOURS OF WORK (36.25 hour per week employees).....</b>	<b>16</b>
<b>3.4</b>	<b>HOURS OF WORK (38 hour per week employees).....</b>	<b>16</b>
<b>3.5</b>	<b>NINE DAY FORTNIGHT AGREEMENT (38 hour per week employees).....</b>	<b>16</b>
3.5.1	Hours of Work.....	16
3.5.2	Rostered Day Off.....	16
<b>PART 4 - LEAVE PROVISIONS.....</b>		<b>17</b>
<b>4.1</b>	<b>EQUITY OF LONG SERVICE LEAVE AND SICK LEAVE ENTITLEMENTS.....</b>	<b>17</b>
<b>4.2</b>	<b>SICK LEAVE .....</b>	<b>17</b>
4.2.1	Payment of Accumulated Sick Leave.....	17
4.2.2	Sick Leave Taken Prior To RDO.....	17
4.2.3	Sick Leave Credit to Annual Leave.....	17
4.2.4	Sick Leave Absenteeism Strategy.....	17
4.2.5	Vested Sick Leave .....	19
4.2.6	Uncapping of Personal Leave.....	19
<b>4.3</b>	<b>ANNUAL LEAVE.....</b>	<b>19</b>
4.3.1	Purchase of Additional Annual Leave .....	19
4.3.2	Pro-rata Annual Leave / Part day Annual Leave .....	19
<b>4.4</b>	<b>LONG SERVICE LEAVE.....</b>	<b>20</b>
4.4.1	Long Service Leave at Half Pay .....	20
4.4.2	Long Service Leave Taken In 10 Day Blocks .....	20
4.4.3	Pro-Rata Long Service Leave.....	20
4.4.4	Payment of Long Service Leave Entitlements in Hardship Cases .....	20
<b>4.5</b>	<b>BEREAVEMENT LEAVE.....</b>	<b>20</b>
4.5.1	Paid bereavement leave entitlement .....	20
4.5.2	Unpaid bereavement leave.....	21
<b>4.6</b>	<b>PARENTAL LEAVE .....</b>	<b>21</b>
4.6.1	Paid Maternity Leave.....	21
4.6.2	Parental Leave .....	22
<b>4.7</b>	<b>CARER'S LEAVE.....</b>	<b>26</b>
<b>4.8</b>	<b>CHRISTMAS LEAVE - CLOSEDOWN.....</b>	<b>27</b>
<b>PART 5 - REMUNERATION.....</b>		<b>28</b>
<b>5.1</b>	<b>WAGE/SALARY RATES.....</b>	<b>28</b>
5.1.1	Queensland Local Government Officers' Award 1998.....	28
5.1.2	Local Government Employees' (Excluding Brisbane City Council) Award - State 2003 .....	31
5.1.3	Engineering Award - State.....	31
5.1.4	Building Trades Public Sector Award - State .....	31
<b>5.2</b>	<b>ADJUSTMENT TO ALLOWANCES.....</b>	<b>32</b>
<b>5.3</b>	<b>PAYMENT OF SALARY/WAGES.....</b>	<b>32</b>
<b>5.4</b>	<b>SALARY PACKAGING/SALARY SACRIFICING.....</b>	<b>32</b>
<b>5.5</b>	<b>INCOME PROTECTION PAYROLL DEDUCTION.....</b>	<b>32</b>
<b>PART 6 - GRIEVANCE AND DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES .....</b>		<b>32</b>
<b>PART 7 - COMMUNICATION AND CONSULTATION.....</b>		<b>33</b>

<b>7.1</b>	<b>JOINT CONSULTATIVE COMMITTEE .....</b>	<b>33</b>
7.1.1	Purpose .....	33
7.1.2	Structure and Composition .....	33
7.1.3	Terms of Reference .....	34
<b>7.2</b>	<b>COMBINED UNION SUMMIT .....</b>	<b>34</b>
<b>7.3</b>	<b>UNION ENCOURAGEMENT CLAUSE.....</b>	<b>34</b>
<b>7.4</b>	<b>ENTITLEMENTS OF UNION DELEGATES.....</b>	<b>34</b>
<b>7.5</b>	<b>POSTING AWARD AND ASSOCIATION NOTICES .....</b>	<b>35</b>
<b>7.6</b>	<b>TRADE UNION TRAINING LEAVE.....</b>	<b>35</b>
7.6.1	Entitlement .....	35
7.6.2	Conditions.....	35

## **PART 8 - MANAGING ORGANISATIONAL CHANGE.....35**

<b>8.1</b>	<b>PROCEDURE.....</b>	<b>35</b>
<b>8.2</b>	<b>EMPLOYMENT SECURITY CLAUSE.....</b>	<b>45</b>
8.2.1	Job Security .....	45
8.2.2	Consultation Process.....	46
8.2.3	Shared Services.....	46
<b>8.3</b>	<b>NO FORCED RELOCATIONS.....</b>	<b>47</b>
<b>8.4</b>	<b>NOTIFICATION OF CHANGE.....</b>	<b>47</b>
<b>8.5</b>	<b>TRANSMISSION OF BUSINESS .....</b>	<b>47</b>

## **PART 9 - SIGNATORIES .....47**

## **PART 10 - ATTACHMENTS - LOCAL AREA AGREEMENTS.....48**

<b>10.1</b>	<b>AGREEMENT TO PAY ACCUMULATED SICK LEAVE.....</b>	<b>49</b>
<b>10.2</b>	<b>WEIGHBRIDGE STATION/TRANSFER OFFICER (TIPMASTERS) LOCAL AREA AGREEMENT .....</b>	<b>53</b>
<b>10.3</b>	<b>LOGAN WATER POLLUTION CONTROL CENTRE LOCALISED AGREEMENT .....</b>	<b>68</b>
<b>10.4</b>	<b>LOGAN CITY COUNCIL VENUES &amp; EVENTS LOCAL AREA AGREEMENT .....</b>	<b>80</b>

### **Part 1 - About the Agreement**

#### **1.1 TITLE**

This Agreement shall be known as the Logan City Council Certified Agreement 2012.

#### **1.2 PARTIES TO THE AGREEMENT**

The parties to this Agreement shall be:

Logan City Council and its employees and the following Unions:

- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- The Australian Workers' Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; and the

- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
- The Electrical Trades Union of Employees Queensland;
- United Voice, Industrial Union of Employees, Queensland;
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees;
- Queensland Services, Industrial Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

### **1.3 COVERAGE OF THE AGREEMENT**

This Agreement shall apply to all employees of Logan City Council subject to the Awards and Agreements contained in Clause 1.5 provided that this Agreement shall not apply to the Chief Executive Officer, Deputy Chief Executive Officers or Managers engaged under Council's Executive Performance Management Scheme.

### **1.4 DATE AND PERIOD OF OPERATION**

- 1.4.1 This Agreement shall operate from 1 January 2012 and shall remain in force until 31 December 2014.
- 1.4.2 The parties agree to re-open negotiations at least six (6) months prior to the expiry date of this Agreement with a view to negotiating and settling a replacement Agreement.
- 1.4.3 Council agrees to consult with all parties prior to entering into a new Agreement on the format that negotiations for the new Agreement will take.

### **1.5 RELATIONSHIP TO PARENT AWARDS AND AGREEMENTS**

This Agreement shall be read and applied wholly in conjunction with the terms of the parent Awards as listed below, provided that where there is any inconsistency between this Agreement or any Local Area Agreements under this Agreement and the Award, this Agreement or the Local Area Agreement shall prevail to the extent of that inconsistency. Provided that where this Agreement is silent, the relevant parent Award shall apply.

Awards:

- Queensland Local Government Officers' Award 1998.
- Local Government Employees' (excluding Brisbane City Council) Award - State 2003.
- Engineering Award - State 2002.
- Building Trades Public Sector Award - State 2002.

Agreements:

- Agreement to Pay Accumulated Sick Leave
- Weighbridge Station/Transfer Officer (Tipmasters) Local Area Agreement
- Logan Water Pollution Control Centre Localised Agreement
- Logan City Council Venues & Events Local Area Agreement

### **1.6 NO EXTRA CLAIMS**

The parties agree that, other than as provided under the approved Local Area Agreement process or as reflected in this Agreement, this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the employees and Unions party to this Agreement and Council will not pursue further claims during the term of this Agreement. This clause does not preclude increases that may occur as a result of reclassifications under the Award.

## **Part 2 - Working Together**

### **2.1 PURPOSE OF AGREEMENT**

- 2.1.1 To provide a framework for management, Unions and employees to work together towards improving the image of local government in general and Logan City Council in particular, competitiveness and productivity in all areas of Council's operations and the job satisfaction and morale of Council's employees.
- 2.1.2 The shared aims are to provide benefits to:
  - Council, by producing a more competitive, flexible, responsible organisation through modernisation of existing work practices and arrangements with the major intent of continuously improving work processes;
  - employees, through improved salaries and conditions as reflected by the improvements made in

flexibilities as contained in this Agreement; and

- the community, through a greater client focus on service delivery, increased value for money and a more efficient and effective Council.

## **2.2 LEADERSHIP AND CULTURE JOURNEY**

The parties agree that productivity is enhanced and the wellbeing of the employees promoted through the active participation in leadership and culture promoted activities. To this end, employees will be actively encouraged to participate in appropriately developed leadership and culture development programs.

Employees will be encouraged to participate in Team Top Health activities which will promote healthy lifestyles including weight watching, dietary promotions, exercise and good health habits, together with prevention health programs, including but not restricted to, heart and cholesterol assessments, hearing and eye sight assessments, and general musculoskeletal health.

## **2.3 LOCAL AREA AGREEMENTS**

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

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

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

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

### **2.3.1 Process for LAA’s**

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

- A. The majority (65%) of Employees covered by the introduction of a LAA must agree to the change;
- B. The LAA will be in writing and will be subject to agreement between the Council and the relevant Union(s), and signed by the Council and Branch/State Secretary of the relevant Union(s).
- C. Development of the LAA will involve the Council, Council Employees directly affected and relevant Union/s.
- D. The scope of areas covered by the LAA may include all of a service unit or a section or group of employees as determined by the parties. A LAA shall not be made in respect of an individual Employee;
- E. Where local initiatives have implications for other Branches, employee representatives from those Branches will be invited to participate in the discussions.
- F. Where local initiatives seek to alter the Award or this Agreement, the LAA will specify the clauses of the relevant Award and/or this Agreement to be overridden as a consequence of the operation of the LAA:
- G. It is acknowledged by the parties that any Local Area Agreements agreed to during the life of this Certified Agreement will not form a part of this Certified Agreement, unless a variation to this Certified Agreement is made to incorporate its terms. However by approval of the relevant Union(s), a new LAA developed during the life of this Certified Agreement may come into operation prior to the Agreement’s expiry, provided it does not disadvantage the employees involved.
- H. All existing LAA’s will form part of this Agreement. Refer to Part 10 at the back of this Agreement.

The content of the LAA may be extensive and will examine all areas of employment conditions which may be

considered relevant to the improved and continuous efficiency and effectiveness of the workplace.

Any dispute relating to the operation of a LAA will be managed in accordance with the agreed procedures and the timelines under grievance and dispute clause of this Agreement.

During the life of this Agreement, if the parties determine a LAA is required, consultation with the relevant Union will occur in regard to the process and content of such Agreements.

### **2.3.2 *Weighbridge Station/Transfer Officer (Tipmasters) Local Area Agreement***

Notwithstanding 2.3.1(H) of this Agreement, twelve (12) months following certification of this Agreement the *Weighbridge Station/Transfer Officer (Tipmasters) Local Area Agreement* shall cease to operate. In accordance with the recommendation of the Queensland Industrial Relations Commission made on 19 April 2011 concerning matter D/2010/130, a replacement Local Area Agreement will be negotiated between the relevant parties during this period in accordance with the process outlined above.

## **2.4 *TELECOMMUTING - WORK FROM HOME***

The parties acknowledge that Council supports Telecommuting (working from home) and that this is a component of Council's flexible work options. Telecommuting - Work from Home supports Council's retention and attraction strategies in providing a flexible work practice that allows a Council employee to perform various work activities as negotiated with their Manager at a location other than a Council office.

## **2.5 *SIMULTANEOUS ADVERTISING***

Simultaneous advertising means advertising a vacant position to permanent employees of Council and externally to the public at large, seeking applications for the filling of a vacant position by means of appropriate advertisements timed to appear at the same time.

Where Council is of the opinion, there are no suitably skilled and/or qualified employees within Council, or where it is anticipated limited numbers of applications will be received from internal applicants, the parties agree that simultaneous advertising can take place for all salaried positions at Council's discretion, irrespective of classification level. However, the most suitably skilled and qualified internal applicant will be considered for appointment to any vacancies which may occur or to newly created positions before considering external applicants for positions classified at levels 1-4 inclusive under the Queensland Local Government Officers' Award 1998.

For positions classified at level 5-8 inclusive under the Queensland Local Government Officers' Award 1998, Council will consider all applications received and appoint the most suitably skilled and qualified applicant, based on merit, irrespective of whether or not that person is an internal, or external applicant.

## **2.6 *APPOINTMENTS TO VACANCIES***

2.6.1 When an existing position becomes vacant, Council shall within a reasonable time period having regard to Council's operational requirements, invite applications for appointment to such position by notice stating:

- The position to be filled and the salary thereof.
- The duties and qualifications required for the position.
- When and how applications for appointment to each position are to be made.

2.6.2 Such notice shall be posted on nominated notice boards of Council at least seven days before the time stated in such notice as the closing date for applications and in such other manner as Council may devise to notify the vacancy.

2.6.3 All applications shall be acknowledged within seven days and all applicants shall be notified of the result of their applications within two months of the date of advertising the vacancy provided that unsuccessful applicants shall be notified of the appointment made within seven days of making such an appointment.

2.6.4 Where work is contracted out because of a critical shortage of staff or where there are long term vacancies, an urgent review of staffing levels shall be undertaken by the parties to this Agreement to ensure that Council has taken action to source appropriately skilled applicants.

## **2.7 *WORKPLACE HEALTH & SAFETY ISSUES***

It is acknowledged that the provision of a safe and healthy work environment will lead to the reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of working life.

To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant Workplace Health & Safety legislation and Council policies will be implemented.

Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health and safety. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health and safety issues and will embrace such issues as an inherent part of their job function.

The Joint Consultative Committee (JCC) will be provided with all relevant data which identifies the incidence and trends of all workplace health and safety occurrences in Council and will initiate appropriate strategies to remove any adverse trends. All employees will commit themselves to the initiated strategies and set objectives.

## **2.8 ON CALL AND CALL OUTS**

### **2.8.1 Definitions**

**On Call** shall mean that an employee is rostered to be available to respond within a reasonable time to a request to attend for emergency work which is in accordance with the employee's Position Description responsibilities and role.

**Call out** shall mean the time from when an on call employee leaves home to commence emergency work until the time the employee returns home.

**Emergency work** shall mean work that is required to be performed in emergent or unforeseen circumstances. Emergency work is not programmed work.

### **2.8.2 Objectives of the Provision**

The objectives of this provision are specifically to:

- Recognise the criticality of the call out service and the importance of reasonable reimbursement for service provision
- Establish clarity and consistency across the Awards stated in Clause 1.5 of this Agreement, with regard to on call and call out allowance entitlements and payments;
- Ensure provision of, and retention of employees to deliver, a functional on call service, with full employees participation and commitment to support a team approach to service delivery; and
- Assist in efforts over time to achieve greater level of consistency in on call and call out arrangements for employees employed under various awards across Council.

### **2.8.3 On Call Allowance**

- A. Council may require an employee to be on call, or to perform work outside of the employee's agreed scheduled ordinary working hours, in accordance with an agreed roster and in accordance with the employee's Position Description responsibilities and role.
- B. An employee on call is required to hold themselves available to perform emergency work if required by Council. An employee rostered to be on call shall be paid an allowance of \$35.00 per day (On Call Allowance) when the employee is required to be available for emergency work.
- C. If an employee is required to be on call on a Public Holiday, the employee leave records will be credited with one additional ordinary time day for each Public Holiday. When this time is taken as leave, the employee will be paid the equivalent of a day's pay at their ordinary rate of pay.
- D. The On Call Allowance shall be increased annually from the first full pay period to commence in January of each year as follows:

January 2013 - \$36.00  
January 2014 - \$37.00

### **2.8.4 Call Out Payment**

- A. If an employee is required to travel to a work place to perform necessary emergency work, all work performed by the employee shall be paid from the time of leaving home to commence work until the



time the employee returns home. The payment received in these circumstances shall not be less than a minimum payment of (3) three hours at double time.

Where an employee who is on call and is called upon to perform emergency work remotely or from home, all work performed on that day shall be at the prescribed overtime rates, from the time the employee commences the emergency work until such time the employee finishes the work. If an employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one half hour at overtime rates.

- B. An employee shall not be entitled to a minimum payment in respect of each call-out on the same day, or overnight, unless the equivalent hours equal to the minimum payment has elapsed, from the time when the employee had been previously recalled to work.
- C. Overtime worked by an on call employee, shall not be regarded as overtime for the purposes of clause 2.8.5 of this Agreement where the actual time worked is less than two hours on such call out or on each subsequent call out.
- D. Employees not in receipt of on call allowance but who may be required to support the operation of the on call service, agree to continue to assist as required on a call out basis subject to reasonable consideration of employee wellbeing/work-life balance. In such circumstances, the relevant Award minimum payments shall apply.

#### **2.8.5 Breaks**

An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Overtime worked in the circumstances specified, shall not be regarded as overtime, when the actual time worked is less than 2 hours on such call-out.

#### **2.8.6 Communication/Transport**

Subject to current Council policy and practice, employees who are placed on an on call roster shall be provided with effective network communication equipment and transport while on call.

#### **2.9 PERMANENT CONVERSION OF CASUALS**

Notwithstanding Clause 17.12 to 17.16 of the Queensland Local Government Officers' Award 1998, a casual employee working on a systematic and regular basis for a period of twelve (12) months may apply to convert their casual status to permanent full-time or part-time status depending on the average hours worked over the preceding twelve months. Council will take into account the following factors when considering such an application:

- Business needs specific to work areas;
- Regularity of hours and length of employment;
- Likelihood of ongoing funding available for the position; and
- Legislative requirements pertinent to particular business areas.

#### **2.10 INTERNSHIPS**

The parties agree that to encourage an intake stream of school/college/university undergraduates into identified semi and professional roles in council an internship stream be created using supernumerary positions\*. This internship stream will allow identified applicants to continue to pursue a course of study whilst working at Council in a supernumerary capacity during semester breaks. Such applicants will be paid a rate commensurate with their age and level 1 of the relevant parent award whilst performing as an intern. Upon completion of their study the intern may be employed at Council, in an available establishment vacancy and in accordance with the classification of the role or the graduate scale whichever is applicable. Any such appointments will be based on merit in accordance with clause 2.5 and 2.6 of this Agreement.

Council agrees to provide details of all internships and the areas of council where internships are created to the JCC on a quarterly basis. Council shall also provide notice to the relevant Union/s of the start date and completion date of the individuals participating in an internship.

*\* A supernumerary position is one which is created for less than 12 months and is over and above Council approved establishment.*

## **2.11 RELOCATION OF WORKPLACE**

- A. This clause shall apply to employees who are required to change their usual workplace or have mutually agreed to commence and cease work on a designated job site. The payments contained in sub-clauses (b) and (c) below shall not apply to:
- o Employees who lease a vehicle from Council, or who are provided with Council transport;
  - o Casual employees;
  - o Employees whose terms of engagement specify a requirement to work from more than one location; or
  - o Employees who are in receipt of any other payment for travel.
- B. Employees who are required to change their workplace, other than to start on a job site [see sub-clause(c)], shall be paid a fixed travel allowance of \$10.00 per day for the following durations:
- o For the duration of a temporary relocation; or
  - o For a maximum of three (3) months following a permanent relocation.

This payment shall apply only where the new workplace is a greater distance from the employee's residence when compared to their previous/usual workplace, and while they remain engaged in their current position.

In the event the employee voluntarily relocates residence such that the travel requirements are no longer excess, the entitlement to travel payments under this provision may cease.

- C. Employees who mutually agree to commence and cease work on a job site designated for the purpose of this clause, shall be paid a fixed allowance of \$10.00 per day whether the travel distance to the job site is greater or less than the employee's commuter distance to their usual workplace. This payment shall only have application at job sites designated by Council following consultation with affected employees, and where relevant their union.

Where an employee is directed to commence and cease work on a job site, the provisions of the relevant parent Award shall apply.

- D. In the event of any dispute arising over the issue of hardship caused by a workplace relocation, the Grievance and Dispute Avoidance & Settlement Procedure of this Agreement will apply.

## **Part 3 - Hours of Work**

Hours of work provisions for all employees shall apply in accordance with the full provisions of the relevant parent awards outlined in clause 1.5 unless specifically varied in this Agreement.

### **3.1 HOURS OF WORK (36.25 hour per week Award employees)**

- 3.1.1 The hours of work shall be 36.25 per week or 7.25 per day to be worked Monday to Friday inclusive between the hours of 6.00am and 6.00pm provided that by agreement between Council and the relevant Union, such ordinary hours of duty may be worked on any five out of seven days per week including Saturday and Sundays subject to the payment of the appropriate weekend penalty rates i.e. time and half for Saturday, double time for Sunday.
- 3.1.2 Requests made in writing to the Union for an agreement shall be considered on their merits and the Union shall deal with such a request expeditiously and convey its decision promptly to Council. The decision shall be subject to appropriate penalties being paid and agreement shall not be unreasonably withheld. Any such agreement shall be in writing and either party to the agreement shall have the right to withdraw from the agreement by giving the other party not less than four weeks notice of its intention to do so.
- 3.1.3 Provided that, in special circumstances the ordinary hours of work of an employee or employees may be altered as to the spread of hours by mutual agreement between Council and the relevant Union. Any such Agreement shall be in writing and either party to the Agreement shall have the right to withdraw from the Agreement by giving the other party not less than four weeks notice of its intention to do so.
- 3.1.4 While staggering of hours of a limited number of employees or classifications over the full spread of hours shall still be permitted, Council will not adopt "split shifting" of employees so as to commence a substantial

part of the workforce at the beginning of the day before 8.30am and commence another substantial part of the workforce (more than 50%) so as to conclude at the end of the day after 5.30pm.

- 3.1.5 Ordinary daily hours shall be worked consecutively with a meal break of not less than half an hour or more than one hour and the break must commence no later than five hours after starting each day. By agreement between the employee and Council the difference as between the meal break taken and the usual meal break of the employee, may be taken on the day in question as time in lieu and if it is not so taken, it shall be paid as overtime.
- 3.1.6 Employees required to work unusual working hours not classified as shift work and employees who attend to the community development and the welfare needs of the community and who are required to work unusual hours shall be paid a 15% loading of ordinary salary to compensate the employee for working irregular hours. The ordinary working hours of these employees shall not exceed 7.25 hours on any one day or 36.25 hours in any one week.
- 3.1.7 Council shall keep time records of all approved time worked by employees including overtime. These records shall be available to an authorised employee of the relevant Union for inspection purposes during ordinary working hours.
- 3.1.8 Notwithstanding the above, Council and the relevant Union may mutually agree to the introduction of a system of flexible working hours.
- 3.1.9 The ordinary hours of work of employees having other workers under their immediate supervision shall, if so determined by Management, be the same as the ordinary hours of the workers supervised subject to the conditions prescribed by paragraphs (A) and (B) hereunder.

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

- A. Where it is necessary to establish an hourly rate for the purpose of calculating overtime, notwithstanding the ordinary hours of duty pursuant to this sub-clause, the divisor used shall be 36.25.

Provided that Supervisors of 38 hour per week employees shall be paid an additional 1.75 hours per week at their ordinary rate to compensate for the additional hours worked above 36.25 hours per week.

- B. Such employees shall, while supervising workers covered by the Awards of the Queensland Industrial Relations Commission who are in receipt of allowances or special rates, as listed hereunder, that are prescribed by those Awards, and when actually subject to the disabilities which attract those allowances or special rates, be paid such allowances in the same terms and for the same periods as those applicable to the workers.
  - (i) The construction, reconstruction, alteration, repair and/or maintenance allowance.
  - (ii) Any special site rate prescribed by one or more of the relevant State Awards by way of compensation for disabilities associated with work on a particular construction site or project.
  - (iii) Any other work disability rate or allowance prescribed by one or more of the relevant State Awards to compensate for disabilities associated with work carried out under special extra-ordinary circumstances or conditions.
- C. Where an employee is entitled to an allowance under any other provision of this Award/Agreement and is also entitled to a special site rate or disability allowance under this sub-clause in respect of the same disability then such employee shall not be entitled to receive both allowances, but shall receive the higher allowance of the two.
- D. Paragraphs (A) and (B) of this sub-clause shall not be interpreted as to include extra payments or allowances such as tool allowances or allowances payable to special classes of employees in consideration of circumstances unrelated to general industry conditions. The term "workers" shall include all employees whose classifications are contained in the Awards listed above.

- 3.1.10 All employees shall be allowed a rest pause of 10 minutes in the first and second half of the daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity, in the opinion of the employer, is necessary.

Provided that when determined by Management, rest pauses for employees having workers under their immediate supervision shall be banked and taken as a 20 minute morning break.

#### 3.1.11 Libraries & Cultural Services Hours

The Parties acknowledge that a number of Libraries & Cultural Services Branch positions (maximum of 20) may be required to operate on a regular rostered Tuesday to Saturday work arrangement, while other positions in this area will continue to be employed on a Monday to Friday basis.

Employees currently working Monday to Friday may only have their hours altered by mutual agreement.

The incumbents rostered to work Tuesday to Saturday shifts, are required to cover the spread of hours from 8.00 am to 8.08 pm. Employees required to finish any shift after 6.00 pm, will be paid a shift premium of 15% in addition to the employee's ordinary rate of pay for that day.

Where an employee is required to work a shift commencing on a Saturday as part of the normal Tuesday to Saturday shift roster, they will qualify for payment at their ordinary rate of pay for that day plus a 50% loading.

Employees required to work on a permanent Tuesday to Saturday shift arrangement will be paid for their annual leave at their projected roster rate when they proceed on such leave.

Employees engaged to work on the Tuesday to Saturday roster shall be paid at single time rates or time off in lieu, by mutual agreement, for statutory holidays which fall on a Monday.

#### 3.1.12 Part Time Employment

- A. Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee, for which all award entitlements are paid on a *pro rata* basis.
- B. At the time of engagement the employer and the part time employee will agree in writing on a pattern of work hours relevant to the position.
- C. A part time employee employed under the provisions of this clause must be paid at an ordinary hourly rate calculated by dividing the annual award salary for the classification in which the employee is employed by 52 and dividing the result by 36.25.
- D. All time worked in excess of the hours mutually agreed will be overtime and paid for at overtime rates provided that, with notice and by agreement, a part time employee may be offered additional ordinary hours within the standard start and ceasing times. Overtime shall be paid for any work in excess of 8 hours 12 minutes per day or a maximum 36.25 per week.
- E. Sub-clause (D) above shall be reviewed annually at the Unions' request to ensure Council's implementation of this clause does not prejudice the number of full time positions engaged by Council.

#### 3.1.13 Casual Daily Hours

Casuals shall be engaged under the full provisions of the Queensland Local Government Officers' Award 1998 provided that casuals engaged under this Agreement shall work and be paid according to the starting and ceasing times of the standard hours provision set out in clause 3.2.2.

In the parties agreeing to this amendment, Council guarantees that casuals will not be used to reduce the number of permanent full time, part time or temporary employees in Council.

### 3.2 ***NINE DAY FORTNIGHT AGREEMENT (36.25 hour per week employees)***

#### 3.2.1 ***Application of the Scheme***

- A. All Salaried Officers as defined by the Queensland Local Government Officers' Award 1998 employed in Council shall be permitted to work to the system of Hours and Conditions provided in Clauses 3.2.2 to 3.2.9 below.

Officers engaged on a 36.25 hour week basis may be excluded from this scheme in accordance with the following criteria and processes:

- (i) There is a regulatory or legislative requirement for the officer to be available for a ten day period; or it would prejudice Council's efficient operation.
- (ii) The type of work or specialisation required to be performed by the officer is beyond the capacity of the resources of other employees at Council; and
- (iii) Alternative arrangements utilising other employees cannot be made without adversely affecting productivity and/or service levels of Council.
- (iv) The removal of officers from the Nine Day Fortnight Agreement will not be used to avoid increasing employees' requirements to meet developing work demands or to circumvent the availability and delivery of training to other employees. Equally, and subject to Clause (vi) hereof, the retention of a person in a Key Position on the Nine Day Fortnight should not require additional or temporary employees to cover the absence of the officer on an RDO, nor the provision of training exceeding normal developmental standards generally expected in the context of relevant Awards and Council's Certified Agreement.
- (v) Council will provide the relevant Union with a list of Key Positions to which this criteria applies on a quarterly basis. A review of the Key Position Register will be undertaken quarterly through the JCC process to ensure the continuing applicability of the ten day fortnight criteria. Key Positions may be nominated to a maximum of 100, based on Deputy CEOs recommendations and approval by the Chief Executive Officer if the positions meet the above criteria and following consultation with the relevant Union. Positions may be deleted following consultation with the relevant Union if the position circumstances change and they no longer meet the Key Positions Criteria.

Should the maximum 100 key positions be reached the parties agree to consult in relation to the operation of the cap, with the objective of adjusting the 100 key position limit in line with increases to Council's staff establishment. Where Council's establishment, on a year to year basis, grows, the JCC agrees to consult with the relevant Unions about increasing the cap to meet relativity requirements.

Note: In this instance "consultation" is the definition given to it by Vice President McIntyre of the Industrial Relations Commission of Australia and supported by a Full Bench of the Commission in print N4825 (11 September, 1996) as "appropriately informing the employees", (i.e. in this case the relevant Union), "inviting their response, and considering their response".

- (vi) If an occupied Key Position is currently worked on a nine day fortnight, this shall remain in force and only convert to a ten day fortnight if the existing incumbent is prepared to do so on a voluntary basis or when the position next becomes vacant. Council will monitor the work expected to be performed by incumbents in Key Positions to ensure they continue to meet the Key Position Criteria.
- (vii) Council will provide an officer who occupies a Key Position and who works a ten day fortnight with a salary loading of 10% of the appropriate salary point of the substantive grading for their position.

- B. Officers engaged in Council's Libraries and Cultural Services Branch performing shift work in accordance with Clause 14 Shiftwork of the Queensland Local Government Officers' Award 1998 shall not be covered by the Nine Day Fortnight working hours arrangement.

### **3.2.2 Hours of Duty (Nine Day Fortnight)**

Standard hours to be worked during the nine day working fortnight by officers working 72.5 hours per fortnight are as follows:-

8.00 am - Commence work  
 10 minute tea break to be taken mid-morning  
 46 minute lunch break to be taken between 12.00 noon and 2.00pm  
 10 minute tea break during mid-afternoon  
 5.00 pm - Finish work

The maximum Ordinary Hours of duty required to be worked under provisions of the 9 day fortnight agreement are 8 hours and 4 minutes per day or 72.5 hours over a 9 day period which entitles the officer to a Rostered Day Off (RDO) on the tenth day of the fortnight.

The standard hours of work are also subject to the "conditions to engage Council Operations to close during the Christmas/New Year period each year". To accrue the required time to enable employees to have 4 days off on full pay during the Christmas Closedown, salaried officers will extend the ordinary hours worked per day to 8 hours and 14 minutes, which entitles the officer to a rostered day off every fortnight and 4 days off during the Christmas Closedown period without loss of pay.

### **3.2.3 Rostered Day Off**

- A. Each employee working the hours of duty as provided in Clause 3.2.2 of this Agreement shall be entitled to either a Friday or a Monday off duty without reduction in pay for each and every fortnight of employment.

Provided further that the RDO may be determined by Council to be a mid-week day, where specific customer service requirements necessitate uniform staffing levels across the working week. In the first instance expressions of interest will be sought in the affected area and only where this cannot be satisfied will Council exercise its discretion. In doing so, Council will ensure appropriate equity in terms of rostering for mid week RDO. This proviso shall apply to Council's Customer Services Branch, and may apply to other Branches in Council following consultation with the JCC and the relevant Unions.

- B. Council shall prepare RDO Rosters to ensure equitable and satisfactory distribution of labour covering the duties of persons Rostered off duty on a Monday or Friday. Subject to sub-clause A), the officer may elect a constant Monday or Friday off duty.
- C. If an Officer wishes to change their RDO day, he/she shall notify their supervisor/Manager using the Change of RDO form, at least one week prior to the scheduled RDO.
- D. Where the rostered day off falls on a day prescribed in Clause 25 of the Queensland Local Government Officers' Award 1998, as a holiday, if such day is a Friday the officer shall be entitled to take Thursday as the day off, and if the day is a Monday, officers shall be entitled to take the Tuesday off.
- E. Notwithstanding the above, all officers covered by this agreement shall be entitled to take a nine day working fortnight day off during the fortnight covering the Christmas and New Year period.

### **3.2.4 Temporary Change to a Rostered Day Off**

Council recognises the occasional need for an officer to request a change to the normal "Rostered Day Off".

- A. To facilitate the change, the officer will submit a duly completed "Change of a Rostered Day Off" form outlining their reasons to their immediate supervisor prior to any change. The supervisor will make a recommendation to the Manager either approving or rejecting the application.

Should the change be approved the alternative "Rostered Day Off" must be taken on the nominated day(s),

- B. To Satisfy a Work Commitment.

This request may originate from the officer concerned or the supervising officer may suggest that another day be taken in lieu. If the temporary change to the Rostered Day Off does not disadvantage the Section/Branch the officer will:-

- Submit a duly completed "Change of Rostered Day Off" form to their immediate supervisor indicating that the alteration is a consequence of the need to work the normal "Rostered Day Off" with the change of day being mutually agreed to.

The supervisor/Manager will endorse and approve the change of the "Rostered Day Off" or allow it to be banked.

- C. Banking of Rostered Days Off

"Rostered Days Off" shall not be banked without written consent.

### **3.2.5 Overtime**

- A. For the purposes of Clause 15 of the Queensland Local Government Officers' Award 1998 the hours provided in Clause 3.2.2 above shall be the standard hours of duty.
- B. The rate of pay for approved work on an RDO shall be at overtime rates in accordance with the Queensland Local Government Officers' Award 1998, except in an emergency situation when it will be paid at the Saturday overtime penalty rate.

### **3.2.6 Sick Leave**

- A. Sick Leave Entitlements shall be recorded in hours and fractions thereof, or in decimal value of days of 8 hours and 4 minutes duration.
- B. In respect of absences on Sick Leave within the span of hours specified in clause 3.2.2 and 3.2.3 above, the actual duration of such absence shall be deducted from sick leave entitlements.
- C. Notwithstanding the above, during a fortnight in which sick leave is taken, Officers shall be entitled to take the rostered day off, with no reduction in Sick Leave Credits.
- D. An officer who falls ill on the rostered day off shall not receive any further day off in lieu.

### **3.2.7 Annual Leave**

- A. Annual leave entitlements shall be recorded in hours and fractions thereof or in decimal values of days of 8 hours and 4 minutes duration.
- B. In respect of absences of annual leave taken within the span of hours specified in Clauses 3.2.2 and 3.2.3 of this agreement, the actual duration of such absences taken shall be deducted from such annual entitlements.
- C. Notwithstanding the above, during fortnights in which the annual leave is taken, officers shall be entitled to take their day off with no reduction in Annual Leave Credits.

### **3.2.8 Higher Duties**

- A. Notwithstanding Clause 10 of the Queensland Local Government Officers' Award 1998, when an officer is engaged wholly or mainly on duties other than those of the officer's usual grade or classification, the officer shall be paid the existing salary of the officer so relieved; provided that:
  - (i) This provision shall not apply where relieving duties are performed for not more than three (3) days at a time;
  - (ii) Where the officer so relieved holds a position for which the Queensland Local Government Officers' Award 1998 provides annual increments, the officer engaged in relieving shall be paid the appropriate salary applicable to the first year of service of the higher level, and whilst continuing to perform such duties shall receive the prescribed annual increments;
  - (iii) A junior officer engaged wholly or mainly on duties for which adult rates of salary apply shall be paid at the minimum adult rate applicable to those duties provided that:
    - a) The officer's engagement "wholly or mainly" on such duties shall mean and include the carrying-out of more than 50 per cent of the duties usually then performed in the position to which the adult rates apply; **and**
    - b) Acceptance of more than 50 per cent of the responsibility usually then associated with those duties.
- B. In the event that the period of relief is planned for longer than 3 days and the employee is performing greater than 50% of the higher duties from the first day of the relief, then the higher rate shall apply from the first day of relief.
- C. Employees, other than Queensland Local Government Officers' Award 1998 employees, required to act up from their substantive position into a position classified under the Queensland Local Government Officers' Award 1998 will receive higher duties under this provision from the first day of relief.
- D. For the purpose of this clause, a day of relief necessitated due to the absence of Officer(s) in higher

grade(s) on the approved rostered day off in accordance with Clause 3.2.3 of this Agreement, shall not count as part of the qualifying period of one day for higher duty purposes, unless otherwise agreed to by the Manager.

### **3.2.9 Productivity**

In application of the nine day fortnight working scheme outlined in preceding clauses and in recognition of Council's approval of such working scheme, Salaried Officers are required to observe the following principles:-

- A. That existing standards of productivity be maintained and improved where practicable.
- B. The introduction of the scheme should not bring about increases in staffing levels.
- C. That the operation of the scheme should not cause variations to overtime working requirements.
- D. that the Council is hopeful that the Scheme will produce a decrease in a absenteeism.

### **3.3 FLEXIBLE HOURS OF WORK (36.25 hour per week employees)**

A system of flexible working hours assists employees to combine work and family responsibilities, as well as providing productivity benefits, including the potential of improved customer service. Flexible hours can involve changing of starting and finishing times, rostered days off, shift work, flexi-time, staggered hours, compressed working weeks and a range of other flexible working practices.

Any change of the standard hours outlined in clause 3.2.2 to an alternate flexible working hours arrangement outlined above shall be by mutual agreement in writing between the employee and relevant supervisor/Manager provided that where a proposed flexible working hours arrangement involves a number of employees, the majority of such employees must agree to the change.

### **3.4 HOURS OF WORK (38 hour per week employees)**

Subject to the provisions set out below, the hours of work arrangements as prescribed by the relevant State Award shall apply to all 38 hours per week employees.

### **3.5 NINE DAY FORTNIGHT AGREEMENT (38 hour per week employees)**

#### **3.5.1 Hours of Work**

Standard hours to be worked during the nine day working fortnight by employees working 76 hours per fortnight are as follows:-

6.45am	Commence work
20 minutes	Morning Tea break paid
45 minutes	Lunch break to be taken within 6 hours of start time
4.06pm	Cease work

The maximum ordinary hours of duty shall not exceed 8 hours 36 minutes per day which shall include 10 minutes additional time worked per day to be banked and taken as Christmas Leave. Provided that starting and ceasing time specified above may be altered by mutual agreement.

Employees shall in accordance with the Award be required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise the available working time. Any change to nominated starting and finishing times shall only occur following consultation with the affected employees and where relevant their Union.

#### **3.5.2 Rostered Day Off**

Each employee working pursuant to the above arrangement shall be entitled to a Rostered Day Off (RDO) in each fortnight, in accordance with their relevant award. The RDO shall be either a Monday or Friday as may be mutually agreed provided that Council may determine the RDO to be either a fixed Monday or Friday where for operational reasons a uniform RDO is required. Provided further that the RDO may be determined by Council to be a mid-week day, where specific customer service requirements necessitate uniform staffing levels across the working week.



## Part 4 - Leave Provisions

Leave provisions for all employees shall apply in accordance with the full provisions of the relevant parent awards outlined in clause 1.5 unless specifically modified in this Agreement.

### 4.1 *EQUITY OF LONG SERVICE LEAVE AND SICK LEAVE ENTITLEMENTS*

The previous commitment to equalisation to Long Service Leave and Sick Leave as agreed in EBA5 shall continue for the term of this Agreement.

### 4.2 *SICK LEAVE*

#### 4.2.1 *Payment of Accumulated Sick Leave*

In order to promote productivity and encourage employees who wish to reduce their sick leave absenteeism levels, agreement has been reached to introduce a program, on a strictly voluntary basis, whereby for every 5 days of unused sick leave employees are entitled to accrue per sick leave year they will be paid 1 days pay, with their sick leave balance reducing by 1 day.

Accordingly employees may register, on a voluntary basis, for a payout of part of their unused sick leave whereby:

- For every 5 days of unused sick leave employees are entitled to accrue per sick leave year, employees will be paid 1 days pay, with their sick leave balance reducing by 1 day

e.g.	<i>Sick Leave Taken</i>	<i>Paid Entitlement</i>	<i>Sick Leave Balance Reduced By</i>
	0 days	3 days	3 days
	1-5 days	2 days	2 days
	6-10 days	1 day	1 day
	11-15 days	Nil	Nil

- Payment will be made in the first pay period following the employee's sick leave anniversary date.

The initial entitlement for new employees who register upon commencement shall be calculated at their first anniversary date.

The initial entitlement for existing employees who register shall be calculated for the 12 months from their next sick leave anniversary date to the following anniversary date.

An employee's registration will be ongoing, but can be withdrawn at any time by advising the Pay Office in writing.

#### 4.2.2 *Sick Leave Taken Prior To RDO*

In concert with Council's absenteeism reduction strategies, the parties agree that, subject to local management approval, employees will be able to elect, in the situation where they fall sick in a fortnight period prior to them taking their RDO, that the employee will have the option of working the RDO rather than using their sick leave entitlement. Where this occurs, the employee will receive their ordinary time earnings for the RDO worked and not overtime.

#### 4.2.3 *Sick Leave Credit to Annual Leave*

Employees who have been incapacitated during periods of annual leave, may claim a credit for that annual leave from their sick leave entitlements, provided that they produce an original copy of a signed medical certificate from a duly qualified Medical Practitioner stating the nature, as well as the duration of the incapacity and covers a minimum of three consecutive normal working days for that employee. Where this occurs the employee's annual leave entitlement and sick leave entitlement will be re-credited accordingly.

This clause will not apply if the illness was caused, or contributed to, by the employee's own negligence or their participation in sport, games or other activities in respect of which such employee receives any payment by way of fee or bonus.

#### 4.2.4 *Sick Leave Absenteeism Strategy*

- A. The parties acknowledge that personal leave entitlements are designed to assist and protect employees

who are genuinely ill or injured.

Managers will be provided with both Corporate absenteeism figures as well as the specific absenteeism data relating to employees in their specific Branch. Managers will, as part of their EPMS accountabilities, be required to manage sick leave absenteeism, in their area of control, on an ongoing basis.

Managers will review the Absenteeism Report as it relates to employees under their control to determine any particular patterns emerging with respect to sick leave taken.

#### Particular Patterns Emerging

The following will constitute particular patterns:

- (i) One or two day absences either side of an RDO or a weekend or public holiday after the fourth occurrence in any twelve month period.
- (ii) One or two day absences on a regular basis amounting to five or more occasions in a twelve week period.
- (iii) One or two day absences totalling ten days or more in any six month period.

If any or all of the patterns above are occurring Managers shall, in consultation with Council's Employee Relations program:

- Require the employee to submit a medical certificate or a Statutory Declaration for any or every subsequent absence on sick leave for the following twelve month measuring period.
- In the event that a recurring pattern is observed in the subsequent twelve months, indicating a lack of remedial action by the officer, either by way of failing to undertake recommended courses of action by Council's Medical Practitioner or ignoring the advice of Council's Medical Practitioner, the employee will be subject to formal Diminished Work Performance action which may lead to disciplinary action and finally separation from Council's employ.

Where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory as per paragraph A (i) (ii) (iii) above, Council may introduce a system whereby the employee will be required to produce satisfactory evidence, which may include a doctor's certificate, before payment of any sick leave is made.

Where, in consultation with the employee, it is determined that the services of Council's Employee Assistance Program may assist in re-establishing normal work patterns, employees will accept referral as an appropriate remedial action.

Corporate Absenteeism figures shall also be reported to the JCC on a quarterly basis to enable the parties to determine relevant strategies and actions to address emerging trends.

- B. Appointments being made to attend non urgent medical matters, eg routine medical or dental check ups or other medical appointments which are not the result of an incapacity to perform work and for absences to enable employees to attend solicitors, accountants, real estate appointments and the like are to be made after hours, on weekends or on the employee's rostered day off. Sick Leave is clearly not to be used for this purpose.
- C. All employees who are unable to attend work due to illness on any work day or shift shall notify their immediate Supervisor, Manager or Deputy CEO of their inability to attend work as soon as possible after normal starting time, but in any event, within half an hour of their normal starting time for the day or shift on which they are absent and shall, unless exceptional circumstances exist, advise of the reason for the absence and of the expected duration of such absence.
- D. Notwithstanding the above, employees are not expected, nor encouraged to present for work when they are clearly unwell and should always consult with their medical practitioner when they are unsure of whether to present for work. The aim of these measures is to reduce the level of lost productivity caused by unsatisfactory absences and not to force employees who are feeling genuinely unwell to present for work.
- E. The above procedure does not operate to withdraw the Council's right to take termination action or other disciplinary action against any officer if that officer has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely sick.

- F. Employees will be provided with the opportunity to participate in a program for flu immunisation that operates within Council.
- G. Employees who are members of a recognised Union may request their Union Representative to be present at the interview in relation to absenteeism where managing diminished performance or discipline is being contemplated.

#### **4.2.5 *Vested Sick Leave***

- A. The parties are in agreement that any person employed on or after the 18 July 1995, shall not be entitled to any benefit prescribed in Attachment A of the Agreement to Pay Accumulated Sick Leave.

The parties further agree that the benefits of the Agreement to Pay Accumulated Sick Leave Scheme now available to employees of Logan City Council who commenced employment prior to 18 July 1995, shall be preserved by the deletion of Clause 3 of the said Agreement to Pay Accumulated Sick Leave.

The parties also agree that the operation of this scheme is to be fully explained in writing to all new and prospective employees prior to commencement.

- B. The parties further agree that employees who as at 1 January 2009 have an entitlement under the "Agreement to Pay Accumulated Sick Leave" shall, provided that a minimum sick leave balance of 8 weeks is retained, be able to access, on a voluntary basis, one or more of the following arrangements to facilitate the payment of this benefit:

- Apply for one or more payments, up to the limit of their entitlement, prior to cessation of employment; and/or
- Have a designated amount sacrificed into Superannuation; and/or
- Convert their accrued entitlement to unloaded annual leave; and/or
- Payment of the accrued entitlement upon cessation of employment, for other than serious misconduct.

Access to any of the above options does not affect the ongoing accumulation of future entitlements under this scheme.

It is recommended that employees prior to exercising any of these options seek professional advice.

#### **4.2.6 *Uncapping of Personal Leave***

Personal leave accruals for employees will be uncapped resulting in leave accruing beyond the current limit of 32 weeks.

### **4.3 *ANNUAL LEAVE***

#### **4.3.1 *Purchase of Additional Annual Leave***

The parties have agreed that, as part of Council's Attraction and Retention Strategy, employees may apply for, and Council may consider, extended annual leave as an attractive alternative to the standard four weeks annual leave provided by Council. Subject to management approval and the operational needs of Council, employees may make application to extend their absence on annual leave by two weeks each year, on a voluntary basis. Council shall not unreasonably withhold agreement for employees to purchase of annual leave.

If approval is given for this to occur, the employees annual salary/wage will be divided by 52, then multiplied by 50. This reduced annual salary/wage will then be the employee's annual salary/wage for all purposes of the Award and will be paid throughout the year, including when they proceed on annual leave. The 17.5% annual leave loading will be paid on the employee's normal salary/wage rather than at the reduced rate, to a maximum of four weeks paid annual leave.

Reduced salary has superannuation impacts and employees wishing to avail themselves of this provision will need to be satisfied as to the superannuation rules that will apply and meet any financial consideration as necessary.

#### **4.3.2 *Pro-rata Annual Leave / Part day Annual Leave***

The parties agree that subject to prior approval annual leave may be taken prior to the due date of the

employee's entitlement to annual leave. In such cases the leave entitlement shall be calculated on a pro-rata basis. The parties further agree that subject to prior approval, annual leave may be taken in single days or part of a single day not exceeding a total of 10 days in any calendar year. Employees granted leave under this arrangement must have accrued the leave prior to its being taken.

#### **4.4 LONG SERVICE LEAVE**

##### **4.4.1 Long Service Leave at Half Pay**

The parties have agreed that, as part of Council's Attraction and Retention Strategy, on a voluntary basis, employees may apply for, and Council may consider, applications for Long Service Leave to be taken at half pay.

Having regard to Council's operational and organisational resourcing requirements, where approval is given for Long Service Leave to be taken at half pay it must also be taken at twice the period the employee would normally be required to take such Long Service Leave on full pay. The salary or wage rate applicable in these circumstances is therefore effectively apportioned over the total period of Long Service Leave taken, at the rate of half pay.

Taking long service leave at half pay has superannuation impacts. It is therefore necessary for employees to satisfy themselves that they are complying with the superannuation rules and where necessary make financial adjustments to meet those rules.

##### **4.4.2 Long Service Leave Taken In 10 Day Blocks**

The parties have agreed that, as part of Council's Attraction and Retention Strategy, and subject to Council's operational requirements, employees will be permitted to take Long Service Leave in minimum periods of 10 working day blocks at any one time. This is conditional on the employee having completed sufficient continuous service and having an accrued Long Service Leave entitlement to cover such absence.

##### **4.4.3 Pro-Rata Long Service Leave**

The parties agree that all eligible employees upon the completion of an initial qualifying period of seven (7) years continuous service with Logan City Council and immediately after the completion of such period, shall become entitled to pro-rata long service leave. Application for such leave must be approved by the relevant Manager.

Provided that employees who have completed five (5) years continuous service with Logan City Council, shall be entitled to take a period of long service leave up to the equivalent of accrued long service leave. This leave must be taken in accordance with Clause 4.4.2 of this Agreement i.e. in not less than ten (10) day blocks. Provided that this leave shall be recovered from an employee's accumulated leave entitlements and any salary/wages held in hand in the event they terminate prior to reaching seven (7) continuous service with Council.

Where there has been service with a prior Council, the payment of the above pro rata long service leave entitlements shall be subject to there being sufficient credit received by Logan City Council from such previous employing Council.

##### **4.4.4 Payment of Long Service Leave Entitlements in Hardship Cases**

The parties have agreed that employees may seek the agreement of Council to pay out long service leave in specific hardship circumstances.

#### **4.5 BEREAVEMENT LEAVE**

Employees shall be entitled to the following bereavement leave arrangements. For the purposes of this clause the term immediate family includes:

- spouse means a former spouse, a de facto spouse and a former de facto spouse or a same sex spouse of the employee; and
- child or an adult child (including adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

##### **4.5.1 Paid bereavement leave entitlement**

A. Death in Australia

A full-time employee is entitled to up to two days bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death in Australia of either a member of the employee's immediate family or household.

B. Death Outside Australia

A full-time employee is entitled to up to two days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer) of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

C. Part-time Employees

A part-time employee is entitled to two days bereavement leave without loss of pay, up to a maximum of 16 hours on the same basis as prescribed for full-time employees in clauses 4.5.1.A and 4.5.1.A except that leave is only available where a part-time employee would normally work on any of the two working days following the death.

D. Where an employee is required to travel excessive distances to attend a funeral, Council is prepared, on compassionate grounds, to treat each case on its merits. This could result in employees receiving additional paid bereavement leave above their two days Award entitlement on each occasion there is a death of an immediate family or household member and excessive travel is involved within, or outside of Australia.

#### **4.5.2 Unpaid bereavement leave**

A. Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to two days unpaid leave, provided that the requirements of 4.5.1(a) and 4.5.1(b) hereof are met, and a part-time employee is entitled to take up to two days unpaid leave, provided the requirements of 4.5.1(a) hereof are met.

B. Casual Employees

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **4.6 PARENTAL LEAVE**

### **4.6.1 Paid Maternity Leave**

Paid maternity leave shall be made on the basis that the total leave taken by an employee absent on maternity leave will not result in the employee being absent from work for greater than the maximum twelve month maternity leave period.

The following amounts of paid maternity leave which may be taken at double the length at half pay will be available to all full time and part time employees covered by this Agreement, after a period of 12 months continuous service and who proceed on maternity leave.

The entitlements shall be as follows:

- 1-3 years service - 4 weeks paid maternity leave plus 4 weeks being paid from the employee's sick leave balance
- 4-6 years service - 6 weeks paid maternity leave plus 6 weeks being paid from the employee's sick leave balance

- >7 years service - 7 weeks paid maternity leave plus 7 weeks being paid from the employee's sick leave balance

The period of paid maternity leave is payable once only in connection with each birth or adoption of a child/children to an employee or employees of council.

#### **4.6.2 Parental Leave**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child. The provisions of this clause apply to full time, part time and eligible casual employees but do not apply to other casual employees.

An eligible casual employee means a casual employee:

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

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- the employee or employee's spouse is pregnant; or
- the employee is or has been immediately absent on parental leave.

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

#### **A. Definitions**

- (i) For the purpose of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) Subject to clause 4.6.2.A(iii) hereof, in this clause, spouse includes a de facto or former spouse.
- (iii) In relation to 4.6.2.G hereof, spouse includes a de facto spouse but does not include a former spouse.

#### **B. Basic entitlement**

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

For females, maternity leave may be taken and for males, paternity leave may be taken.

Adoption leave may be taken in the case of adoption.

- (ii) Subject to 4.6.2.E(iv) hereof, parental leave is to be available to only one parent at a time, in a single unbroken period or, except that both parents may simultaneously take:
  - a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child. Provided that paternity leave under this provision shall be paid to a maximum of three (3) days;
  - b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (iii) Notwithstanding sub-paragraph (ii) above, Council and the employee may mutually agree to

break the period of parental leave by returning to work on a full time, part time or casual basis. The period of parental leave cannot be extended by the period of return to work.

C. Variation of period of parental leave

Where an employee takes leave under clause 4.6.2.B(i) or 4.6.2.D(i)(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 4.6.2.B or the right to request in clause 4.6.2.D.

D. Right to request

- (i) An employee entitled to parental leave pursuant to the provisions of clause 4.6.2.B may request the employer to allow the employee:
  - a) to extend the period of simultaneous unpaid parental leave provided for in clauses 4.6.2.B(ii)(a) and 4.6.2.B(ii)(b) up to a maximum of eight weeks;
  - b) to extend the period of unpaid parental leave provided for in clause 4.6.2.B(i) by a further continuous period of leave not exceeding 12 months;
  - c) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) Employee's request and employer's decision to be in writing
 

The employee's request and the employer's decision made under clauses 4.6.2.D(i)(b) and 4.6.2.D(i)(c) must be recorded in writing.
- (iv) Request to return to work part-time
 

Where an employee wishes to make a request under clause 4.6.2.D(i)(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (v) Nature of Part-time Work
 

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

E. Maternity Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;
  - b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
- (ii) When the employee gives notice under 4.6.2.E(i)(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

- (iv) Subject to 4.6.2.B(i) hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special maternity leave
  - a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (vii) Where leave is granted under 4.6.2.E(iv) hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### F. Paternity leave

- (i) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
  - a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
  - b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - (c) except in relation to leave taken simultaneously with the child's mother under clauses 4.6.2.B(ii)(a), 4.6.2.B(ii)(b) and 4.6.2.D(i)(a), a statutory declaration stating:
    - i. that he will take that period of paternity leave to become the primary caregiver of a child;
    - ii. particulars of any period of maternity leave sought or taken by his spouse; and
    - iii. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (ii) The employee will not be in breach of clause 4.6.2.F(i) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### G. Adoption leave

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



- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - a) the employee is seeking adoption leave to become the primary care-giver of the child;
  - b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (v) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### H. Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 4.6.2.D.

Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant Award or this agreement but in accordance with s. 11(5)(a) of the *Industrial Relations Act 1999* shall be taken into account in calculating entitlement to annual leave to a maximum of 3 months:

Provided that where an employee on parental leave does not return to the service of the employer prior to or following completion of parental leave and thereafter remain in the service of that employer for a continuous period of 3 months, such employee shall forfeit the right to have any part of the period of parental leave taken into account in calculating entitlements to or in lieu of annual leave.

This proviso shall not apply in the case of termination of employment by the employer otherwise than for serious misconduct.

#### I. Transfer to a safe job

- (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### J. Returning to work after a period of parental leave

- (i) 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.

- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 4.6.2.I hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- (iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (iv) An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- (v) Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.
- (vi) Termination of employment
  - a) An employee on parental leave may terminate the employment at any time during the period of leave by notice given in accordance with the industrial instrument relevant to that employment.
  - b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not affected.

#### K. Replacement employees

- (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (ii) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### L. Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 4.6.2.L(i)

### 4.7 CARER'S LEAVE

Personal leave to care for an immediate family or household member. For the purposes of this clause the term immediate family includes:

- spouse means a former spouse, a de facto spouse and a former de facto spouse or a same sex spouse of the employee; and
  - child or an adult child (including adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 4.7.1 An employee is entitled to use any personal/sick leave entitlement which has accrued after 9 June 1995, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 4.7.2 Notwithstanding clause 4.7.1 above, provided that a member of the immediate family or household is admitted to hospital, carer's leave, of not more than one day on each occasion, shall be granted under this provision to enable the employee to accompany and support the immediate family or household member.
- 4.7.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 4.7.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 4.7.5 An employee may take unpaid carer's leave by agreement with the Council.
- 4.7.6 An employee taking unpaid carer's leave may with the consent of their employer work "makeup time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Award.
- 4.7.7 An employee may elect with the consent of the employer to take annual leave in single day periods not exceeding ten days in any calendar year and may elect to defer the payment of annual leave loading until five consecutive days of annual leave are taken.
- 4.7.8 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion.
- 4.7.9 Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in clause 17.17A of the Queensland Local Government Officers' Award 1998.

#### **4.8 CHRISTMAS LEAVE - CLOSEDOWN**

- 4.8.1 In order to facilitate a closedown (excluding skeleton staff requirements) period at Christmas, all employees, excluding casuals, will be required to work additional time each working day to accumulate 4 days as paid time to be taken during the Christmas Closedown period.
- 4.8.2 A. This arrangement shall operate as follows:
- Full-time employees working a:
    - 9 day fortnight shall work an additional 10 minutes per day; and
    - 10 day fortnight shall work an additional 8 minutes per day.
  - Part-time employees shall work an additional 8 minutes per day.
- B. The above accumulated time will be credited for full-time employees at the rate of 1 day's ordinary time for each employee in employment as at the following dates; 14 February, 16 May, 15 August, and 15 November in each year.
- C. A full-time employee requested to work during the Christmas period shall be required to take the time accumulated in (B) above prior to 30 May in the year following.
- D. Part-time employees shall be credited with 8 minutes per rostered shift and be paid out for all accumulated hours in the pay week prior to Christmas in each year.

- E. Part-time employees shall not work their normal roster during the closedown period for which they have been paid as per (D) above, unless they have been requested to work by their Branch Manager for operational reasons.
- F. In the event the part time employee has not accrued sufficient time to equal their normal roster then they may take annual leave to make up the equivalent time to their normal roster for that closedown week. Part time staff who receive payment for their accumulated hours may not take annual leave for which they have received payment of their Christmas leave.
- G. An employee who leaves Council's employ during the year shall be paid for the time accumulated at the employee's ordinary time rate.

## **Part 5 - Remuneration**

### **5.1 WAGE/SALARY RATES**

The rates of pay contained in this Agreement have been increased as follows:

As from 1 January 2012:	3.70% or \$34.00 per week whichever is the greater
As from 1 January 2013:	3.50% or \$34.00 per week whichever is the greater
As from 1 January 2014:	3.50% or \$34.00 per week whichever is the greater

#### **5.1.1 Queensland Local Government Officers' Award 1998**

##### **Salary Rates Levels 1- 4 Inclusive**

	<b>Effective 01/01/12</b>		<b>Effective 01/01/13</b>		<b>Effective 01/01/14</b>	
<b>LEVEL</b>	<b>Fortnightly</b>	<b>Annual</b>	<b>Fortnightly</b>	<b>Annual</b>	<b>Fortnightly</b>	<b>Annual</b>
<b>1.1</b>	\$1,714.54	\$44,578.16	\$1,782.54	\$46,346.16	\$1,850.54	\$48,114.16
<b>1.2</b>	\$1,740.68	\$45,257.77	\$1,808.68	\$47,025.77	\$1,876.68	\$48,793.77
<b>1.3</b>	\$1,777.51	\$46,215.28	\$1,845.51	\$47,983.28	\$1,913.51	\$49,751.28
<b>1.4</b>	\$1,817.72	\$47,260.70	\$1,885.72	\$49,028.70	\$1,953.72	\$50,796.70
<b>1.5</b>	\$1,858.89	\$48,331.10	\$1,926.89	\$50,099.10	\$1,994.89	\$51,867.10
<b>1.6</b>	\$1,900.97	\$49,425.18	\$1,968.97	\$51,193.18	\$2,037.88	\$52,984.94
<b>2.1</b>	\$1,946.94	\$50,620.34	\$2,015.08	\$52,392.05	\$2,085.61	\$54,225.77
<b>2.2</b>	\$1,993.85	\$51,840.10	\$2,063.63	\$53,654.50	\$2,135.86	\$55,532.41
<b>2.3</b>	\$2,044.00	\$53,143.94	\$2,115.54	\$55,003.98	\$2,189.58	\$56,929.11
<b>2.4</b>	\$2,095.01	\$54,470.26	\$2,168.34	\$56,376.72	\$2,244.23	\$58,349.90
<b>3.1</b>	\$2,145.91	\$55,793.53	\$2,221.01	\$57,746.31	\$2,298.75	\$59,767.43
<b>3.2</b>	\$2,196.92	\$57,119.87	\$2,273.81	\$59,119.06	\$2,353.39	\$61,188.23
<b>3.3</b>	\$2,247.93	\$58,446.20	\$2,326.61	\$60,491.82	\$2,408.04	\$62,609.03
<b>3.4</b>	\$2,298.94	\$59,772.52	\$2,379.41	\$61,864.56	\$2,462.69	\$64,029.82
<b>4.1</b>	\$2,349.87	\$61,096.67	\$2,432.12	\$63,235.05	\$2,517.24	\$65,448.28
<b>4.2</b>	\$2,400.88	\$62,423.00	\$2,484.92	\$64,607.81	\$2,571.89	\$66,869.08
<b>4.3</b>	\$2,451.90	\$63,749.33	\$2,537.71	\$65,980.55	\$2,626.53	\$68,289.87

4.4	\$2,502.86	\$65,074.34	\$2,590.46	\$67,351.94	\$2,681.13	\$69,709.26
-----	------------	-------------	------------	-------------	------------	-------------

*Queensland Local Government Officers' Award 1998 continued:***Salary Rates Levels 5-8 Inclusive**

	Effective 01/01/12		Effective 01/01/13		Effective 01/01/14	
LEVEL	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual
5.1	\$2,655.88	\$69,052.97	\$2,748.84	\$71,469.82	\$2,845.05	\$73,971.27
5.2	\$2,708.26	\$70,414.87	\$2,803.05	\$72,879.39	\$2,901.16	\$75,430.17
5.3	\$2,761.97	\$71,811.21	\$2,858.64	\$74,324.61	\$2,958.69	\$76,925.97
6.1	\$2,850.35	\$74,109.06	\$2,950.11	\$76,702.88	\$3,053.36	\$79,387.48
6.2	\$2,938.69	\$76,405.97	\$3,041.55	\$79,080.18	\$3,148.00	\$81,847.99
6.3	\$3,027.11	\$78,704.77	\$3,133.06	\$81,459.44	\$3,242.71	\$84,310.52
7.1	\$3,115.48	\$81,002.60	\$3,224.53	\$83,837.69	\$3,337.39	\$86,772.01
7.2	\$3,203.83	\$83,299.53	\$3,315.96	\$86,215.02	\$3,432.02	\$89,232.54
7.3	\$3,292.19	\$85,596.96	\$3,407.42	\$88,592.85	\$3,526.68	\$91,693.60
8.1	\$3,398.26	\$88,354.70	\$3,517.20	\$91,447.12	\$3,640.30	\$94,647.77
8.2	\$3,504.28	\$91,111.16	\$3,626.93	\$94,300.05	\$3,753.87	\$97,600.55
8.3	\$3,610.38	\$93,869.83	\$3,736.74	\$97,155.28	\$3,867.53	\$100,555.71
8.4	\$3,709.90	\$96,457.39	\$3,839.75	\$99,833.40	\$3,974.14	\$103,327.57
8.5	\$3,809.44	\$99,045.40	\$3,942.77	\$102,511.99	\$4,080.77	\$106,099.91

**Junior Rates**

	Effective 01/01/12		Effective 01/01/13		Effective 01/01/14	
LEVEL	Fortnightly	Annual	Fortnightly	Annual	Fortnightly	Annual
Age 16 55%	\$943.00	\$24,517.99	\$980.40	\$25,490.39	\$1,017.80	\$26,462.79
Age 17 60%	\$1,028.73	\$26,746.90	\$1,069.53	\$27,807.70	\$1,110.33	\$28,868.50
Age 18 70%	\$1,200.18	\$31,204.71	\$1,247.78	\$32,442.31	\$1,295.38	\$33,679.91
Age 19 80%	\$1,371.64	\$35,662.53	\$1,426.04	\$37,076.93	\$1,480.44	\$38,491.33
Age 20 90%	\$1,543.09	\$40,120.34	\$1,604.29	\$41,711.54	\$1,665.49	\$43,302.74

### 5.1.2 *Local Government Employees' (Excluding Brisbane City Council) Award - State 2003*

#### 5.1.3 *Engineering Award - State*

	Effective 01/01/12		Effective 01/01/13		Effective 01/01/14	
LEVEL	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
1.1	\$1,680.25	\$43,686.50	\$1,748.25	\$45,454.50	\$1,816.25	\$47,222.50
1.2	\$1,703.94	\$44,302.44	\$1,771.94	\$46,070.44	\$1,839.94	\$47,838.44
2	\$1,727.62	\$44,918.12	\$1,795.62	\$46,686.12	\$1,863.62	\$48,454.12
3	\$1,751.31	\$45,534.06	\$1,819.31	\$47,302.06	\$1,887.31	\$49,070.06
4	\$1,775.63	\$46,166.40	\$1,843.63	\$47,934.40	\$1,911.63	\$49,702.40
5	\$1,800.34	\$46,808.83	\$1,868.34	\$48,576.83	\$1,936.34	\$50,344.83
6	\$1,850.46	\$48,112.02	\$1,918.46	\$49,880.02	\$1,986.46	\$51,648.02
7	\$1,901.97	\$49,451.27	\$1,969.97	\$51,219.27	\$2,038.92	\$53,011.94
8	\$1,957.26	\$50,888.85	\$2,025.77	\$52,669.96	\$2,096.67	\$54,513.40
9	\$2,016.88	\$52,438.93	\$2,087.47	\$54,274.30	\$2,160.53	\$56,173.90
	Effective 01/01/12		Effective 01/01/13		Effective 01/01/14	
LEVEL	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
C11	\$1,699.21	\$44,179.46	\$1,767.21	\$45,947.46	\$1,835.21	\$47,715.46
C10	\$1,800.34	\$46,808.83	\$1,868.34	\$48,576.83	\$1,936.34	\$50,344.83
C9	\$1,850.46	\$48,112.02	\$1,918.46	\$49,880.02	\$1,986.46	\$51,648.02
C8	\$1,901.97	\$49,451.27	\$1,969.97	\$51,219.27	\$2,038.92	\$53,011.94
C7	\$1,957.26	\$50,888.85	\$2,025.77	\$52,669.96	\$2,096.67	\$54,513.40
C6	\$2,068.99	\$53,793.85	\$2,141.41	\$55,676.63	\$2,216.36	\$57,625.31

#### 5.1.4 *Building Trades Public Sector Award - State*

	Effective 01/01/12		Effective 01/01/13		Effective 01/01/14	
LEVEL	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
BT1	\$1,800.34	\$46,808.83	\$1,868.34	\$48,576.83	\$1,936.34	\$50,344.83
BT2	\$1,872.44	\$48,683.36	\$1,940.44	\$50,451.36	\$2,008.44	\$52,219.36
BT3	\$1,947.90	\$50,645.34	\$2,016.07	\$52,417.92	\$2,086.64	\$54,252.55

## **5.2 ADJUSTMENT TO ALLOWANCES**

Variations to Award Allowances which occur during the life of this agreement and not otherwise dealt with by this Agreement or in Local Area Agreements made under this Agreement shall be applied in respect to their terms. Allowances which appear in Local Area Agreements shall be adjusted by the same method as is applied to award allowances.

## **5.3 PAYMENT OF SALARY/WAGES**

The parties agree that all salaries/wages shall be paid in full fortnightly. Casual work may, by mutual consent, be paid for as above, or at the termination of each engagement.

Provided that payment may be made by use of the following methods:

- Electronic Funds Transfer (EFT) directly into the employee's account in any financial institution nominated by the employee, which has that facility without cost to the employee; and
- Cheque/cash only in emergent situation.

## **5.4 SALARY PACKAGING/SALARY SACRIFICING**

The parties agree that all employees will be given an opportunity to participate in salary packaging/salary sacrifice arrangements to be reflected in a proposed Management Directive titled 'Salary Packaging/Salary Sacrifice - All Staff'.

Salary Packaging is an Australian Taxation Office (ATO) approved means of restructuring an employee's income to enable them to reduce their income tax liability. The current Taxation Ruling is TR2001/10 and TR2001/10A- Income Tax: Fringe Benefits Tax and Superannuation Guarantee: Salary Sacrifice Arrangements.

A salary packaging arrangement allows employees to customise a tax effective salary package to maximise their "take home" salary, which, in turn, enables Council to better attract and retain quality employees.

The salary rates prescribed in this Agreement may be taken by means other than money by an agreement that:

- Complies with current taxation rules;
- Is of no additional cost to Council now, or at some future time;
- Is to be no less favourable to the employee (when considered as a package) than the entitlements otherwise available under this Agreement.

and shall be subject to the following provisions:

- A. The salary packaging agreement, the terms and conditions of which shall be in writing signed by both the employer and employee, shall detail the components of a total remuneration package. A copy of the signed agreement shall be made available to the employee.
- B. The configuration of the salary package shall remain in force for the period agreed between the employer and employee.
- C. Where at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised by agreement between the employer and employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to the usual taxation requirements.
- D. A salary for superannuation purposes shall be the salary as provided in this agreement.

For the avoidance of doubt, an employee may salary sacrifice their wages to a point where the wage component of their salary package falls below the rate of pay prescribed for their classification under the relevant award.

The types of items available to employees to salary sacrifice shall be those items approved, from time to time, by the maximum provisions of the Australian Tax Office.

## **5.5 INCOME PROTECTION PAYROLL DEDUCTION**

The Union parties to this agreement shall nominate a preferred, single income protection insurance service. Once that insurer has been nominated, the Council shall put the necessary administrative arrangements in place to allow employees to have payments to the income protection scheme deducted from their pay. Any fee charged to Council for this service will be passed on to employees.

## **Part 6 - Grievance and Dispute Avoidance and Settlement Procedures**



Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain efficient and sound working relationships.

In the event of any grievance arising and/or disagreement between Council and its employee or employees in relation to this Agreement or any work related matter the following procedures shall be applied:

- Step 1 Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee may request Union representation.
- Step 2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an elected workplace delegate and/or an authorised employee of the appropriate Unions.
- Step 3 Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the Unions who will attempt to facilitate a resolution.

If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation, and if the matter remains unresolved arbitration, subject to the Commission having the jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Queensland Industrial Relations Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

Whilst the grievance and disputes procedure is being followed, the "status quo" continuation of work and customary work practices shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such times as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.

Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

Note: Where practical, the above steps shall take place within seven (7) working days.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

The above procedures do not restrict the Council or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

## **Part 7 - Communication and Consultation**

### **7.1 JOINT CONSULTATIVE COMMITTEE**

#### **7.1.1 Purpose**

Council and the unions, who are party to this agreement, agree to establish and maintain a joint consultative committee.

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

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

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

#### **7.1.2 Structure and Composition**

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

### **7.1.3 Terms of Reference**

The Joint Consultative Committee (JCC) shall meet regularly and at least on a quarterly basis, to receive and review information about Council and its workforce.

The JCC shall also consider relevant industrial and employment matters that may impact the workforce, including but not limited to:

- (i) notification and clarification of human resource and other employment policies, procedures and guidelines which impact across Council employment or result in significant workplace change.
- (ii) ongoing matters relating to Water Reform.
- (iii) Any workplace issues that have the potential to impact on employees including ~~individuals~~, work units, divisions or the entire organisation.
- (iv) Monitor and review implementation of this Certified Agreement.
- (v) Undertake specific responsibilities and activities in accordance with this Certified Agreement.
- (vi) Receive HRIS workforce statistics.

#### Chairperson

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

#### Agenda

All members of the JCC can submit agenda items for discussion. All relevant written information and documents must be circulated with the agenda to members of the committee at least one week prior to the meeting.

#### Minutes

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

## **7.2 COMBINED UNION SUMMIT**

A Combined Union Summit is operational at Council for the purpose of negotiating the Agreement and to provide employees representation on the JCC.

The Combined Union Summit shall consist of employee representatives of each of the Unions having Award coverage within Council, (with a minimum of a representative from each of the four principal Unions) elected by employee members of each Union.

## **7.3 UNION ENCOURAGEMENT CLAUSE**

At the point of engagement, Council shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Queensland Industrial Relations Commission and applies to all employees employed by Logan City Council who are covered by the Agreement.

## **7.4 ENTITLEMENTS OF UNION DELEGATES**

In establishing an appropriate relationship between the Council and the Unions, all Union delegates, subject to the discretion of the Chief Executive Officer, will be afforded the following entitlements:

- To be treated fairly and to perform their role as Union delegate without any discrimination in their employment;
- To formal recognition by Council that endorsed Union delegates speak on behalf of Union members in the workplace;
- To consultation and access to reasonable information about the workplace and business;
- To reasonable paid time to represent the interests of members to the employer and industrial tribunals;

- To reasonable paid time during normal working hours to consult with Union members provided prior approval to do so is obtained from Management, and will not unduly interfere with the work in progress. A request for this time will not be unreasonably withheld;
- To place Union Bulletins and related Union information on noticeboards. Conditional the Bulletins and other information does not reflect negatively towards Council or its employees.

## **7.5 POSTING AWARD AND ASSOCIATION NOTICES**

Council shall provide in nominated work locations in which employees covered by this Agreement are employed keep and make available for perusal by such employees during their own time a current copy of this Agreement. Further the Unions shall be permitted to post any official Union notices on this board provided by Council for that purpose.

## **7.6 TRADE UNION TRAINING LEAVE**

### **7.6.1 Entitlement**

Upon written application by an employee to Council such application being endorsed by the industrial organisation and giving to the Council reasonable notice, such employee shall be granted leave at ordinary time earnings, to attend courses and seminars at agreed formal Trade Union training.

### **7.6.2 Conditions**

The granting of such leave shall be subject to the following conditions:

- A. To be eligible for this leave, an employee (full time permanent employee who is a recognised workplace delegate) must have at least twelve months uninterrupted service with the Council prior to applying for such leave.
- B. The Union parties to this Agreement shall be entitled to have their recognised workplace delegates access paid leave on the following basis:
  - (i) Union parties with coverage of over 100 eligible employees are entitled, for the purposes of this clause, to 4 recognised workplace delegates;
  - (ii) Union parties with coverage of less than 100 eligible employees are entitled, for the purposes of this clause, to 2 recognised workplace delegates.

Each recognised delegate shall be entitled to access up to five paid days leave in each calendar year.

A Union party to this Agreement may make application to the CEO for approval of additional training of delegates above the number of agreed days specified above outlining the reasons for the request.

- C. The granting of such leave shall be subject to the convenience of the Council and such that the operations of the Council will not be unduly affected. Demands in this respect will be determined by Management.
- D. The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Council's operations.
- E. In granting such paid leave, the Council is not responsible for any additional costs (such as travel time, meals or accommodation, or higher duties payments).
- F. Leave granted to attend agreed formal Trade Union courses will not incur additional payment if such course coincides with the employee's fixed day off or with any other concessional leave.

## **Part 8 - Managing Organisational Change**

### **8.1 PROCEDURE**

#### **8.1.1 Introduction**

- A. The primary objective of this procedure is to provide management with strategies for best practice in managing employee issues related to organisational change. These strategies reflect the Council's preferred position to retain its employees and ensure that effective measures such as redeployment and retraining exist to achieve this goal.
- B. Fundamental to the processes embodied in this procedure is that organisational change is an inevitable

consequence of meeting the needs and expectations of the community.

- C. Changes should be planned and take into account all resource implications, particularly those which are related to employees. No matter how small the organisational change, the likely consequences of such change should be considered and possible scenarios, including the financial and human cost of each, considered.
- D. This procedure will require the Council to deal fairly and objectively with the individuals affected by change and minimise disruption, distress and cost to both the employees and the organisation itself.

### 8.1.2 Definitions

In this Procedure:

“**agency**” means a corporate or commercial entity established under NCP.

“**Chief Executive Officer**” means the person appointed pursuant to Section 194 (Appointing a chief executive officer) of the *Local Government Act* 2009 to manage the Council.

“**employee assistance service**” means service provided by Council to give employees access to confidential personal counselling.

“**human resource strategic plan**” means a corporate level plan which provides a co-ordinated and corporate approach to an agency’s Human Resource planning activities including: HR, Policy, Workforce planning, Employment Equity, Employee Relations, Personnel Administration, Workplace Health & Safety and Organisational Development.

“**NCP**” means National Competition Policy.

“**redeployment**” means the appointment of an employee deemed excess to an organisation’s requirements into a vacant position of higher, equal or lower classification level that has not been advertised.

“**redundancy**” means a situation where a function in an organisation is no longer required and the position is no longer needed as a result of organisational change.

“**retrenchment**” means the termination of the employment of employees whose positions have been declared redundant at the initiative of management.

“**separation package**” means the monetary package provided to employees who are retrenched.

### 8.1.3 Application

It is the responsibility of the Chief Executive Officer pursuant to Section 13 (Responsibilities of local government employees) of the *Local Government Act* 2009 to ensure compliance with the provisions of this Procedure.

- A. The Council and its employees
  - (i) All provisions of this procedure apply to the various Streams of the Council and to salaries and wages employees employed by the Council, excluding the following categories of employees:
    - a) employees engaged for a specific period of time, or for a specific project, or projects where the finishing date is specified at the commencement of employment and not extended for any reason other than to complete specific project(s);
    - b) casual employees;
    - c) employees engaged on a contractual basis which includes severance benefits, ie Deputy Chief Executive Officers;
    - d) employees whose termination is in accordance with disciplinary action;
    - e) employees whose termination is in accordance with ill health retirement; and
    - f) employees on probation where this relates to the employee’s initial appointment to the Council.

- (ii) This procedure does not have application to those executive employees employed on a contract basis.

**B. Corporate or Commercial Entities Established under NCP**

This procedure will also have application to any corporate and/or commercial entity established under NCP and employees of those corporate and/or commercial entities, excluding the categories of employees mentioned in section 3.1 (1) of this procedure.

**8.1.4 Processes for Employment Options to Manage Organisational Change within the Logan City Council**

**A. Planning Change**

**(i) Principles**

- a) Employment options shall be identified from a plan developed to manage the employment consequences of organisational change. Where it appears that employees or positions are likely to become surplus to organisational requirements, the Chief Executive Officer shall, at the earliest practicable time, provide all relevant details to the Union or Unions concerned and arrange discussions with such Union or Unions.
- b) Organisational change may result in one or more positions being identified as no longer needed in the current form and hence redundant, because:
  - the duties and functions are no longer required;
  - the duties of the position should logically be incorporated with those of another position;
  - the duties and functions of the position are required to be relocated because of decentralisation or regionalisation of functions; or
  - an upgrading or downgrading of the functions and responsibilities of the position is necessary.
- c) Organisational change may also result in individual employees becoming surplus to requirements owing to reclassification of positions and/or their being unable to compete successfully for a newly created and classified position or positions.

**(ii) General Guidelines**

Reviews of the functions performed by an organisation and changes to methods of service delivery may result in:

- a) structural changes to a whole agency, a large section or branch or work unit;
- b) a decentralisation of functions; and
- c) a change in operation to “user pays”, commercialisation or corporatisation of services.

**B. Steps to Manage Employees**

**(i) Principles**

- a) The following principles apply:
  - i. For the outcome of organisational change to be effective, an assessment of the employment consequences is required. An analysis shall be undertaken to determine the following:
    - current and proposed employee numbers;
    - current skills possessed by employees and skills required in the proposed structure;
    - location of current employees and the location of employees in the proposed structure;
    - roles of current employees and the required roles of employees in the new structure;

- estimated costs of the employment changes;
- analysis and identification of the stream or branch functions that may cease to be performed as a result; and
- the effect on employees of a change in the emphasis or reprioritising of functions.

b) The disparity that results from this analysis shall be managed so as to ensure cost-effectiveness, efficiency and that the employees affected are treated fairly and with empathy.

(ii) General Guidelines

When undertaking organisational change, there are a number of options that must be considered for the change process to be managed efficiently. The steps that should be followed are detailed below. In following these steps, regard must be given to the Council's Equal Employment Opportunity (EEO) management plan. Care should also be taken that any of the decisions made in relation to this section do not constitute direct or indirect discrimination as defined in the *Anti-Discrimination Act 1991*.

(iii) Redesignation

- a) In the first instance when a new structure is created, organisations should, where possible, redesignate "like" positions into the new structure.
- b) The term "redesignation" refers to a change of the title or part of the title of an establishment position. Redesignation should be used when the duties of the position are not substantially changed and the classification level remains identical. The process of redesignation enables the employee who held the position, prior to it being redesignated, to be directly appointed to the redesignated position in the new structure. This is an efficient method to manage organisational change and is an acceptable practice provided that the classification of the redesignated position has not changed and the employee has already demonstrated that he or she meets the selection criteria of the redesignated position.

(iv) Reskilling/Retraining Requirements

- a) As soon as it is evident that organisational change will necessitate a change in structure, training and development opportunities should be utilised for employees likely to be surplus to its organisation's requirements. The purpose of training is to assist employees to further develop existing skills, or to develop new skills, in order to enhance eligibility for appointment to new positions within the organisation's structure.
- b) Early recognition of training requirements is important with EEO target group members. Members of these groups are often over represented in repetitive, narrowly skilled positions.
- c) Recognition of training requirements is particularly important for people with disabilities who have often been placed in restricted positions in order to accommodate their disability. Retraining for this group is a particular challenge which should be acknowledged.
- d) All training provided should be in accordance with the Council's Training and Development Program.

(v) Redeployment to Lower Level Positions

- a) If a position classified at the same level as the employee deemed surplus to the organisation's requirements is not available within the organisation, the employee may, by agreement, be appointed to a position of a lower classification level.
- b) In such situations, the employee should be appointed to the maximum paypoint of the lower classification level if the lower classification level is in the same salary stream and must receive salary maintenance at the paypoint to which they are currently paid for a period of twelve (12) months from the date of duty in the lower position. No further increments are to be paid during this twelve (12) month period. At the completion of the twelve (12) month period, the employee will be paid at the maximum paypoint of the lower classification level to which he or she is appointed.
- c) During the twelve (12) month period, the employee should be provided with training as determined by a skills analysis to improve eligibility for appointment to a position at their original classification level.

- d) If redeployment to a lower classification level in another salary stream occurs, the appointment should be made to an equal or next highest paypoint in the lower level. In such cases, incremental movement through the classification level should occur subject to the award requirements and the Council's employee appraisal and development review processes.

(vi) Appointment through Merit Selection

All positions in the new structure arrangement that cannot be filled by redesignation, transfer at level, or redeployment must be advertised and filled on merit in accordance with the Council's recruitment and selection procedures.

(vii) Voluntary Early Retirement ("VER")

- a) Separation of surplus employees from the agency may occur by two means, VER or retrenchment.
- b) VER can apply either where surplus positions are identified and expressions of interest are called, or where an individual employee becomes surplus to requirements either through the position being redundant or through the employee being unsuccessful in gaining an appointment to a position within the organisation's revised structure.
- c) An offer of VER, or the initiation of retrenchment and/or redeployment processes are not to be considered if an employee has failed to attain or sustain the required level of work performance. In such instances, action should be taken in accordance with the Council's procedures for managing diminished performance or discipline procedure, whichever is appropriate.

(viii) Retrenchment

- a) If an employee deemed surplus to organisational requirements cannot be redeployed internally or the use of outplacement services is not practical or sought by the affected individual, the Chief Executive Officer may proceed with the retrenchment of that employee.
- b) Retrenchment should only occur after all other options provided for in this procedure have been considered.

C. Notification

(i) Principles

- a) Where it appears that employees or positions are likely to become surplus to organisational requirements, the Chief Executive Officer shall, at the earliest practicable time, provide all relevant details to the Union or Unions concerned and arrange discussions with such Union or Unions.
- b) When it is determined that the employees or positions are to be declared redundant, the Chief Executive Officer shall inform the employees affected in writing.
- c) Written notification shall be provided as early in the process as practicable.

(ii) General Guidelines

- a) Relevant details to be provided to the Union or Unions should include:
  - the reasons for the Chief Executive Officer considering that positions are likely to be redundant;
  - the number, classification, location and details of the redundant positions;
  - where changes in the employment structure are proposed; the Council that is affected; the number and classification of employees expected to be required for the performance of any continuing functions in the Council affected; and details of the employees who are likely to be affected; and
  - where employees have become surplus to requirements following the application of a merit selection processes, the full details of these employees.
- b) Discussions with the Union or Unions should include discussion on:

- measures that could be taken to remove or reduce the incidence of positions becoming redundant;
- redeployment prospects for the employees concerned;
- the appropriateness of using VER;
- the method of identifying positions as redundant, having regard to the efficient and economical workings of the Council;
- the advice to employees of the processes to be used by the agency and the timing of the advice to employees; and
- use of outplacement consultants, and the period of the Council's contribution towards the cost of such service.

#### D. Managerial Support

##### (i) Principles

Throughout a process of organisational change such as redeployment or redundancy, management shall provide as much support and assistance as practicable to employees to enable them to participate effectively in the change and to make employment transitions.

##### (ii) General Guidelines

- a) It is recognised that the change process can be extremely stressful for all employees of the Council.
- b) Actions that may be taken to provide support and to minimise stress may include:
  - informing employees of the changes that are occurring in the workplace as soon as possible, and providing reasons for why the changes are necessary;
  - listening to and being empathic with employees' concerns regarding the change process;
  - developing, organising and facilitating various courses to assist the employees involved in the change process. Examples of such courses could include: coping with change, understanding change, stress management, career planning, resume writing and interviewing skills (in situations where long serving employees are involved the option of the Council's counselling service should be considered);
  - assisting employees by providing advice and actively assisting them to pursue redeployment opportunities as outlined in sections F Internal Processes and G Employees' Rights of this Procedure;
  - providing redeployees with information as to the process that will be followed in seeking alternative employment for them; and
  - promoting and facilitating the use of the Council's Employee Assistance Service as a resource for individual confidential counselling.

#### E. Chief Executive Officer's Responsibility

##### (i) Principles

- a) The redeployment and/or separation process shall commence when the Chief Executive Officer, upon being satisfied that all alternative employment options have been considered, deems an employee to be surplus to the requirements of the organisation.
- b) The Chief Executive Officer shall determine which employees are surplus to the organisation's requirements.
- c) The Chief Executive Officer's decision will have regard to:



- organisational requirements;
- the individual employee's skills and abilities; and
- costs to the Council.

d) Offers of VER are at the discretion of the Chief Executive Officer having regard to the above.

## F. Internal Processes

### (i) Principles

The Council shall establish internal employee deployment and separation processes in compliance with this Procedure.

### (ii) General Guidelines

Internal processes should include:

- a) the provision of full information to employees on the redeployment and separation processes, including employment options, entitlements, deadlines, and referrals to other sources of information (eg the Local Government Superannuation Office);
- b) the provision of the Council's counselling services if requested by employees deemed surplus to requirements; and
- c) a mechanism for resolving grievances that may arise during the redeployment and/or separation processes.

## G. Employees' Rights

### (i) Principles

- a) Employees are to be treated fairly at all times during the redeployment and separation processes.
- b) All employees who hold positions deemed surplus or who themselves are deemed surplus to requirements shall actively participate in the redeployment process.
- c) The Chief Executive Officer shall provide employees in redundant positions and employees deemed surplus to requirements with the opportunity to undertake job skills analysis to determine their current level of skills, knowledge and abilities and to assist in the development of an individual action plan for the employee.

### (ii) General Guidelines

- a) An action plan should be designed to assist in the redeployment of the employee. An action plan may include some or all of the following:
  - career options identification;
  - identification of training and/or development needs; or
  - identification of strategies to achieve the career path that has been identified.
- b) If training or development activities are identified, the design and delivery of these activities are to be consistent with the Council's processes for development of employees.
- c) Retraining may occur concurrently with the redeployment process and is not limited by the duration of the redeployment process.

## H. Redeployment Process

### (i) Principles

- a) Redeployment and retraining are processes that provide continued employment and shall be pursued

as the first option for all employees covered by this Procedure, with the exception of temporary employees.

- b) The timeframe for redeployment shall be six (6) months from the date of identification of the position as one no longer required within the organisation. After six months the redeployment process shall be reviewed by the Chief Executive Officer. If redeployment is unsuccessful, retrenchment processes should commence. If considered warranted, the Chief Executive Officer may extend the redeployment period for an additional six (6) months.
- c) Where practicable, until the redeployment process is completed, employees are to be given meaningful work commensurate with their skills and abilities.
- d) Prior to initiating any recruitment activity, the Chief Executive Officer shall be satisfied that there are no redeployees who would be suitable to fill the vacancy. Suitable redeployees shall be redeployed into any suitable vacant positions of equal classification level.
- e) Redeployment to a lower level position shall only occur with the agreement of the employee.
- f) Redeployment to a position at a higher classification level may occur.
- g) When redeployees are under consideration for transfer or redeployment into a vacant position that has not been advertised, assessment shall be in terms of suitability with regard to the selection criteria for the position, as opposed to relative merit.
- h) Where a number of redeployees are under consideration for transfer to a single position, relative merit shall be used as the basis for determining the selection.
- i) A redeployee may elect to accept appointment to a position at a lower classification level. If appointment is to a lower classification level in the same salary stream, the employee shall be placed at the maximum of the lower classification level, with such salary effective following the expiry of income maintenance arrangements. If appointment is to a lower classification level in an alternative salary stream, appointment shall be to an equal or next highest paypoint in that level with normal incremental movement through the level.

(ii) General Guidelines

- a) All employees in positions deemed surplus to requirements are to be redeployed unless an offer of voluntary early retirement is made by the Chief Executive Officer. All reasonable steps must be taken to redeploy the affected employees.
- b) The Stream of the Council in which the employee was employed immediately before the position was declared redundant has the responsibility for the redeployee in terms of salary and retraining during the redeployment process.

(iii) Advertised Positions

Selection for positions that have been advertised must be merit based in accordance with the Council's procedures for recruitment and selection. Thus, a redeployee selected for an advertised vacancy must be the most meritorious candidate, whilst for an unadvertised vacancy the redeployee could be deemed only as suitable.

(iv) Temporary Employees

Temporary employees will be paid normal separation monies where their temporary engagement has been for less than twelve (12) months. Temporary employees in excess of twelve (12) months may be offered a retrenchment or early retirement package but cannot be redeployed.

(v) Superannuation

Where employees who are members of the Local Government Superannuation Scheme are subject to a significant reduction in salary by virtue of redeployment, provision exists, at the Trustees' discretion, for a benefit to be preserved in the person's name to compensate for the reduction in salary. Full details of this provision will be made available to affected employees by People and Culture Branch.

I. Income Maintenance

- a) Income maintenance of employees undergoing redeployment and retraining will occur to ensure that their income at the time redeployment is initiated, including all permanent allowances and loadings in the nature of wages and salary, does not suffer.
- b) Income will be maintained by way of classification maintenance for twelve (12) months. After this time the employee will be paid at the maximum level of the classification level applicable to the position held.

#### J. Responsibilities of Redeployees

##### (i) Principles

Redeployees shall take advantage of every reasonable opportunity to upgrade their skills and participate in the redeployment process.

#### K. Redeployees' Entitlements

##### (i) Principles

Redeployees shall be accorded the following entitlements:

- a) reasonable time off without debit to accrued leave to attend job interviews;
- b) reasonable travel expenses when the redeployee must travel to attend job interviews due to lack of suitable vacancies in their normal place of employment;
- c) capacity to exceed the maximum accrual provisions of recreation leave, where applicable, so as not to inhibit the amount of time spent at work seeking redeployment; and
- d) infrastructure support in the writing and typing of resumes, word processor editing facilities and arrangement of references.

#### L. Outplacement

##### (i) Principles

If an employee of the Council is placed with a professional outplacement service to a position outside of the Council with the employee's agreement, there is no entitlement to a severance benefit except where the outplacement has been unsuccessful.

##### (ii) General Guidelines

- a) This process focuses on a commitment by the Council to engage for a period not greater than six (6) months, at the option of the employee, a professional outplacement service for the purposes of securing for the employee a position outside of the Council.
- b) It involves the People and Culture Branch in the attainment of a register of accredited outplacement services and the provision of an awareness program for affected employees.
- c) Where required, reasonable time off will be granted, without debit to accrued leave to attend interviews in the public or private sector. Time off arrangements to attend interviews will be at the discretion of the manager of the branch.
- d) When a professional outplacement service is utilised in securing an employee a position outside of the Council, agreed to by the employee, there is no entitlement to a severance benefit. Employees would be entitled to normal termination entitlements including annual leave, long service leave and sick leave payments, where applicable.

#### M. Voluntary Early Retirement Process

##### (i) Principles

- a) Under circumstances where organisational change occurs or where opportunities for redeployment are minimal, a VER scheme may be utilised at the Chief Executive's discretion. VER enables the organisation to adjust its establishment and employee numbers by allowing employees to indicate their willingness to exit the organisation at the outset of the redundancy process. The Chief Executive

Officer has the discretion to select which employees will participate in the VER process.

- b) A VER scheme should be of a limited duration to take advantage of the tax benefits available under such schemes.
- c) A VER scheme must have the approval of the Commissioner for Taxation for the tax benefit advantage to apply.

(ii) General Guidelines

Discussion should be held with the Local Government Superannuation Office for employees exiting under a VER scheme. The Australian Taxation Office must be informed to ensure maximum tax advantages are available to employees exiting under VER conditions.

N. Expressions of Interest

(i) Principles

- a) The Chief Executive Officer has responsibility for determining who in an organisation is to be offered a VER package.
- b) In cases of downsizing or reorganisation where numbers of positions are to be lost, expressions of interest in participating in an early retirement scheme may be sought after consultation with the relevant Unions from:
  - employees who occupy positions deemed surplus to requirements; or
  - all employees in the work unit, division and/or unit of the Council where the surplus positions have been identified and who hold positions at the same classification level and with similar skills as documented in the position descriptions of the positions that have been identified as surplus to organisational requirements.
- c) The Chief Executive Officer may also offer VER to employees who are made surplus to requirements through the application of the merit selection process.
- d) There is to be a period of at least two (2) weeks from the date the Chief Executive Officer requests expressions of interest in participating in a VER scheme in which employees may respond. Expressions of interest are not binding on either the employer or the employee.
- e) The Chief Executive Officer has the discretion to refuse applications for consideration for VER if acceptance of them would be detrimental to the organisation's operations.

O. VER Package

(i) Principles

A VER package consists of the following entitlements:

- a) **leave entitlements** being
  - accrued recreation leave; and
  - accrued long service leave for employees who have worked for at least one year, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.
- b) **severance benefits** being
  - two (2) weeks per year of service and a proportionate amount for an incomplete year of service (minimum four weeks, maximum 52 weeks); and
  - an additional incentive payment of \$5,500 or eight weeks' salary, whichever is the greater, provided the offer for VER is accepted within two (2) weeks of the date of the offer and will apply immediately at the expiration of that two week period. This incentive payment reduces by the equivalent of one week's salary for each week's delay in exiting the

organisation. The incentive payment does not apply to employees who have been unsuccessful in seeking redeployment. This benefit includes payment in lieu of notice.

- c) **superannuation** - This amount is calculated according to the benefit formula prescribed under the conditions of the superannuation scheme of which the employee is a member.
- d) **re-employment** - Employees who accept VER may not return to the Council's employ in a permanent or temporary capacity for a period equal to the amount of the severance benefit plus the incentive payment period.

P. Retrenchment Provisions

(i) Principles

Retrenchment provisions apply only when the employee's position has become redundant or the employee is surplus to requirements and all other available management options as detailed in this standard have been pursued unsuccessfully.

(ii) General Guidelines

For taxation purposes retrenchment carries with it the concept of dismissal due to "bona fide redundancy".

Q. Retrenchment Package

(i) Principles

A retrenchment package consists of the following entitlements:

- a) **leave entitlements** being
  - accrued recreation leave; and
  - accrued long service leave for employees who have worked for at least one year, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.
- b) **severance benefit** being two (2) weeks per year of service and a proportionate amount for an incomplete year of service (minimum four weeks, maximum 52 weeks).
- c) **recognition of service** - employees whose previous employment is recognised for the purpose of calculating long service leave entitlement.
- d) **superannuation** - This amount is calculated according to the benefit formula prescribed under the conditions of the superannuation scheme of which the employee is a member.

Severance Package

A severance benefit of two (2) weeks pay per year of service and a proportionate amount for an incomplete year of recognised service paid at the employee's substantive appointed level. The minimum payment is four (4) weeks pay and the maximum is 52 weeks, provided that no employee shall receive less than the severance benefit under the Termination, Change and Redundancy Statement of Policy issued by Queensland Industrial Relations Commission.

## 8.2 **EMPLOYMENT SECURITY CLAUSE**

### 8.2.1 **Job Security**

The parties agree that changes to work practices and productivity initiatives must be consistent with the efficient operation of Council. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under Enterprise Bargaining processes.

This security clause will be read in conjunction with Part 8 - Managing Organisational Change.

The parties are committed to optimising the employment security of employees by:

- A. Taking steps to ensure Council has the benefit of a stable and committed workforce and that no forced redundancies will take place during the life of this Agreement for employees covered by this Agreement (excluding fixed term appointments, casual and temporary employees).
- B. Training and developing employees' levels of skill and ability and providing retraining when necessary.
- C. Providing an environment which supports career development and equal employment opportunity.
- D. Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
- E. Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future.
- F. Introducing measures to increase the security of employees' employment.
- G. Considering measures aimed at ensuring that new employees are recruited with the aim of reducing the level of unemployment in the occupations, trades, industries or callings specified in the Award.

The Procedure is set out in Clause 8.1 Managing Organisational Change within Logan City Council of this Agreement. With regards to the voluntary early retirement (VER) component of this procedure, the parties agree that should there be a need to apply the provisions of the VER scheme over the life of this Agreement, then those sections of the procedure that do not conform with the Australian Taxation Commission's requirements to be an approved Early Retirement Scheme will be amended accordingly.

The parties agree to the provisions contained in Council's Procedure for Managing Organisational Change within Logan City Council that are to be followed by the Council, employees and by Unions for dealing with employees who, for reasons set out in the Agreement, become affected by or subject to retraining, redeployment or redundancy.

### **Contracting / Outsourcing**

It is the clear position of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council. Provided that Council may determine to contract outsource works and services in the following circumstances:

- In the event of a critical shortage of skilled employees
- Where there is a lack of available infrastructure capital or a cost in the provision of technology
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out
- Extraordinary or unforeseen circumstances
- Subject to the above criteria, Council has, where relevant fully utilised and optimised its permanent workforce and plant

#### **8.2.2 Consultation Process**

Where Council decides to contract out or lease any Council works and services provided by in-house Council employees in accordance with the above criteria, the affected employees, and where relevant their Unions, shall be consulted as early as possible. Such consultations shall occur in accordance with clause 8.4 Notification of Change of this Agreement.

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

#### **8.2.3 Shared Services**

While it is not currently Council's intention to engage in any shared resource, joint enterprise or shared service company arrangements, Council reserves the right to make a determination regarding such arrangements. In the event that Council does determine to engage in such an arrangement the consultation process set out in Clause 8.4 Notification of Change will occur following such decision and prior to any implementation of such

arrangements.

### **8.3 NO FORCED RELOCATIONS**

Council agrees not to force any employee to relocate their place of residence for the duration of this Agreement.

### **8.4 NOTIFICATION OF CHANGE**

- 8.4.1 Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant Union.
- 8.4.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 8.4.3 Council shall discuss with the employees affected and the relevant Union "inter-alia", the introduction of the changes referred to in Subclause 8.4.1 & 8.4.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the relevant Union in relation to the changes.
- 8.4.4 The discussions shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 8.4.1 hereof.
- 8.4.5 For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to effect employees provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.

### **8.5 TRANSMISSION OF BUSINESS**

In this clause "transmission of business" shall be defined in the relevant Award or appropriate legislation.

Where a business or part of a business of the Council is transmitted from Council to another employer (the transmittee) and an employee, who at the time of such transmission was an employee of Logan City Council, and becomes an employee of the transmittee, Logan City Council shall include, as part of the tender specifications, that this employee is to continue to receive terms and conditions of employment no less favourable than those which would apply to their employment with Logan City Council.

Where council makes a decision to transmit a business or part of a business, council must as soon as practicable notify and consult with the affected employees and the relevant Unions to which they belong in accordance with Clause 8.4 Notification of Change of this Agreement.

Where employees are to be transmitted with the business or part of the business the council must ensure that recognition of previous service, and accrued entitlements, for the purposes set out below are transmitted to the transmittee.

- Annual Leave
- Long service leave
- Personal/Carer's leave
- Redundancy

Where employees are not to be transmitted with the business or part of the business or where Council declares any positions redundant, as a consequence of a transmission of business, Part 8 - Managing Organisational Change of this Agreement shall be followed.

## **Part 9 - Signatories**

Signed for and on behalf of **Logan City Council** ..... Pam Parker  
In the presence of ..... Wendy Lihou

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: ..... R. Beer

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

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 Electrical Trades Union of Employees Queensland..... P.J. Simpson  
 In the presence of:..... Scott Reichman

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland ..... G. Bullock  
 In the presence of:..... ????????

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,  
 Union of Employees ..... unsigned  
 In the presence of:..... unsigned

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... Kathrine Nelson  
 In the presence of:..... Tim Frost

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

#### **Part 10 - Attachments - Local Area Agreements**

- Agreement to Pay Accumulated Sick Leave
- Weighbridge Station/Transfer Officer (Tipmasters) Local Area Agreement
- Logan Water Pollution Control Centre Localised Agreement
- Logan City Council Venues & Events Local Area Agreement



---

**10.1 AGREEMENT TO PAY ACCUMULATED SICK LEAVE**QUEENSLAND LOCAL GOVERNMENT OFFICERS' AWARD 1992

## AGREEMENT TO PAY ACCUMULATED SICK LEAVE

## COUNCIL OF THE CITY OF LOGAN

This Agreement made pursuant to Clause 51 of the Queensland Local Government Officers' Award 1992, between the Australian Municipal, Transport, Energy, Water Ports, Community and Information Services Union (referred to in the Award as the Australian Services Union), the Association of Professional Engineers and Scientists, Australia and the Council of the City of Logan (hereinafter referred to as 'the parties') shall apply to Employees of the Council employed in a full time capacity in accordance with the terms and provisions of the Queensland Local Government Officers' Award 1992.

It is agreed between the Parties that:

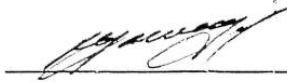
1. This Agreement shall commence on and from the 1 July 1992 (hereinafter called the 'Commencement Date').
2. This Agreement may be varied at any time by the agreement of the Parties evidenced in writing.
3. Subject to Clause 4, this Agreement may be terminated:-
  - (a) by either of the Parties giving to the other not less than three (3) calendar months' notice in writing; or
  - (b) by mutual agreement of the Parties, which ever is the sooner.
4. Should any problems, queries or concerns be experienced by Council and/or Council employees with the operation of this Agreement, the grievance procedure between the Unions and the Local Government Association of Queensland shall be followed.
5. The rules and guidelines for the operation of this Agreement unless otherwise varied are provided herein and shall be in accordance with Schedule A hereto.

-2-

In Witness Where of the Parties have here unto executed these presents on the days and dates hereunder written.

The Common Seal of the Council of the City of Logan was duly affixed to there presents and the same was signed by:-

Roderick Warren GOLLEDGE, the Mayor

  
MAYOR

and;

~~GARY RUSSELL KELLAR~~ <sup>BARRIE LEDNARD FOX ACTING</sup> the Town Clerk

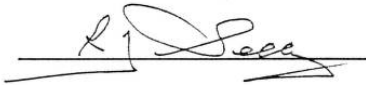
  
TOWN CLERK

of the said City, on this day 23rd of September 1992.

In the presence of

  
GRAEME CHARLES CHESTERMAN J.P.

Signed on behalf of the Australian Municipal, Transport, Energy, Water Ports, Community and Information Services Union this 30th day of October 1992.



In the presence of



Signed on behalf of the Association of Professional Engineers and Scientists, Australia this 20th day of NOVEMBER 1992.



In the presence of



ATTACHMENT A

1. Every employee, upon termination of their employment for any cause other than misconduct justifying summary dismissal as provided for in the Logan City Council Staffing Policies and Procedures, shall be paid in respect of accumulated sick leave credits earned by them whilst in the employ of the Logan City Council, on the following basis:-

If employed for an unbroken period of service of less than 5 years.	Nil
---------------------------------------------------------------------------	-----

If employed for an unbroken period of service of 5 years or more, but less than 10 years.	25%
-------------------------------------------------------------------------------------------------	-----

If employed for an unbroken period of service of 10 years or more, but less than 15 years.	50%
--------------------------------------------------------------------------------------------------	-----

If employed for an unbroken period of service of 15 years or more, but less than 20 years.	75%
--------------------------------------------------------------------------------------------------	-----

If employed for an unbroken period of service of 20 years or more.	100%
--------------------------------------------------------------------------	------

Provided that the calculation of the aforementioned service, the payment in respect of the abovementioned percentages of accumulation, and the continuity of service shall be made the same way and on the same basis as that prescribed from time to time in the Queensland Local Government Officers' Award relating to Long Service Leave.

---

-2-

2. Where an employee whose services have been terminated in the manner prescribed above is re-employed by the Logan City Council after a period out of the service not exceeding three (3) months, such employee shall not be entitled to continuity of employment as prescribed unless at the point of re-employment, the employee refunds to the Logan City Council all of the payment previously made to them in accordance with Clause 1.

Provided that if such employee at the point of re-employment elects not to refund such payment then for the purposes of this Agreement their re-employment shall be regarded as a new and separate engagement.

---

10.2 **WEIGHBRIDGE STATION/TRANSFER OFFICER (TIPMASTERS) LOCAL AREA AGREEMENT**



**LOGAN CITY COUNCIL**

**LOCALISED AGREEMENT**

**WEIGHBRIDGE STATION/TRANSFER OFFICER  
(TIPMASTERS)**

## CONTENTS

1. TITLE
2. INTRODUCTION
  - 2.1 Coverage
  - 2.2 Relationship to other Industrial Instruments
  - 2.3 Date and Period of Operation
  - 2.4 Expiry of Agreement
  - 2.5 Grievance or Dispute Settling Procedures
3. EMPLOYEE/S RESPONSIBILITIES
  - 3.1 Duties
  - 3.2 Hours
  - 3.3 Local Performance Process
  - 3.4 Notice of Termination by Employee
  - 3.5 Superannuation
  - 3.6 Briefing /Training
4. LOGAN CITY COUNCIL'S RESPONSIBILITIES
  - 4.1 Annualised Salaries
  - 4.2 Sick Leave
  - 4.3 Annual Leave
  - 4.4 Long Service Leave
  - 4.5 Bereavement Leave
  - 4.6 Statutory Holidays
  - 4.7 Superannuation
  - 4.8 Safety and Protective Equipment, Tools etc
  - 4.9 Termination by Logan City Council
  - 4.10 Preservation of existing Entitlements
  - 4.11 Procedure for Managing Organisational Change
5. OTHER MATTERS
  - 5.1 Copy of Agreement
  - 5.2 Rights Reserved
  - 5.3 Award Reversion
6. OFFER DOCUMENT

## **ANNUALISED SALARIES LOCALISED AGREEMENT**

### **1. TITLE**

This Agreement shall be known as the Logan City Council Weighbridge Station/Transfer Officer (Tipmasters) Annualised Salaries Localised Agreement.

### **2. INTRODUCTION**

#### **2.1 COVERAGE**

This Agreement shall apply to Logan City Council and weighbridge station/transfer officers (Tip Masters).

#### **2.2 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

This Agreement has been developed, pursuant to Logan City Council Enterprise Bargaining Agreement No 3. It has also been developed, having regard to the Local Government Employees (excluding Brisbane City Council) Award - State.

#### **2.3 DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the date of the Agreement and shall remain in force for a trial period of three months.

#### **2.4 EXPIRY OF AGREEMENT**

On expiry of the trial period, the parties expect to have negotiated an extension of the Agreement. If, on the expiry of this trial, negotiations for an extension of the Agreement are proceeding but have not been concluded, then this Agreement will be deemed to continue in force until negotiations are completed. If the parties agree not to enter into a further extension of the Agreement or if negotiations have not been completed within 3 months of the expiry of the trial, then the employees shall be employed in accordance with the applicable Award or Enterprise Bargaining Agreement or other Agreement under which the employees would be entitled to be employed if this Agreement did not exist.

#### **2.5 GRIEVANCE OR DISPUTE SETTLING PROCEDURES**

Council's current Grievance Procedure, as amended from time to time, will apply.

### **3. EMPLOYEE/S RESPONSIBILITIES**

Under this Agreement, the employee/s agrees to undertake the following:-

#### **3.1 DUTIES**

Perform the Duties and undertake the functions outlined in the Position Description (as amended from time to time) for the position specified for a Weighbridge Station/Transfer Officer (Tip Master). In addition, the employees will:

- ♦ follow lawful directions given by the employee's supervisor or manager;
- ♦ assist and facilitate the effective and efficient administration of Council;
- ♦ work with the objective of realising the strategic goals of Logan City Council.
- ♦ Abide by Council's Code of Conduct.

Observe, at all times, the Workplace, Health and Safety Act and Regulations, the Local Government Act and Council's Policies and Procedures particularly with regard to safe work practices.

#### **3.2 HOURS**

Work such hours as the Supervisor or Manager reasonably require on a rotational four day week basis as per the attached Schedule<sup>1</sup> proposed rosters.

Subject to the reasonable needs of work to be performed, employees should not work more than 6 hours without a meal break. Employees may also be required to work reasonable overtime over and above that listed in Schedule 1 to meet Councils' operational needs.

- 3.2.1** While employees will be available for the same spread of hours as listed in the proposed rosters and hence qualify for a ¾ hour lunch break each day, they will in fact only take ½ hour. The 15 minute difference will be without cost to Council.

#### **3.3 LOCAL PERFORMANCE PROCESS**

Actively and constructively participate in Logan City Council's Local Performance Process.

#### **3.4 NOTICE OF TERMINATION BY EMPLOYEE**

Give Logan City Council at least one week's notice of termination of employment. If an employee fails to give this notice, Logan City Council shall have the right to withhold the equivalent of one week's pay due to the employee.



### 3.5 SUPERANNUATION

Pay the employee superannuation contribution as required in accordance with the Local Government Superannuation Scheme Trust Deeds.

**Note:** Your salary for superannuation purposes will remain unchanged as at 1 July 1999, ie. \$29,335 per annum. This rate will move in the future having regard to normal pay increases through Enterprise Bargaining etc and be reviewed on 1 January and 1 July each year in accordance with current practices.

### 3.6 BRIEFING / TRAINING

Employees will attend briefing/training sessions when required outside their rostered working hours for one hour per month for which they will receive an additional payment of one hour at single time.

## 4. LOGAN CITY COUNCIL'S RESPONSIBILITIES

Under this Agreement, Logan City Council agrees to undertake the following:-

### 4.1 ANNUALISED SALARIES

- 4.1.1 Pay the salary provided for in Schedule 2 and which has been calculated by averaging the salaries (excluding meal allowances) and calculations as set out in the proposed average annualised salary in Schedule 1.
- 4.1.2 Logan City Council has agreed to pay this salary for all hours worked including statutory holidays and in place of all allowances/penalties of any type, including overtime and annual leave loading provided for in Schedule 1. Any overtime worked over and above that listed in Schedule 1 will attract normal overtime payments in accordance with the Award.
- 4.1.3 Pay a lump sum amount of \$948.75 per annum in the first full pay period in December each year or on a pro rata basis if less than a year. This amount is in lieu of any meal allowance an employee may have qualified for during the previous 12 month period. However in December 1999, the amount paid will be calculated on a pro rata basis having regard to the number of days the employee qualified for such meal allowances since the implementation of this agreement multiplied by \$7.50.
- 4.1.4 Pay the employee's salary into accounts nominated by them with any banks, credit unions, permanent building societies or other financial institutions in accordance with Council's pay practices. The annualised salary will be paid in equal instalments in a regular pattern in accordance with Council's practices but not less frequently than on a fortnightly basis.

#### **4.2 SICK LEAVE**

Provided employees have the necessary entitlement, Council will provide the employees with paid leave in the event of personal illness or personal injury. Logan City Council will require medical evidence to support a claim for leave under this Clause for absences in excess of two days.

#### **4.3 ANNUAL LEAVE**

Provide four weeks paid leave in each year of employment. Payment for this shall be at the salary to which the employee was entitled and paid immediately prior to taking such leave.

Where leave is not physically taken in any one year, the leave may be accumulated following approval by the Director.

Annual leave may be taken at such time as may be agreed, and failing such agreement, the time of taking such leave shall be determined by the employer with 14 days notice. An application for leave by an employee would not be unreasonably refused.

#### **4.4 LONG SERVICE LEAVE**

Provide for long service leave upon the terms and conditions specified in the Award and in accordance with Council's policies.

#### **4.5 BEREAVEMENT LEAVE**

Recognise the Bereavement Leave provisions under Clause 5.6 of the Local Government Employees' (Excluding Brisbane City Council) Award - State.

#### **4.6 STATUTORY HOLIDAYS**

In accordance with legislative requirements, employees will be entitled to observe each of the following Statutory Holidays:

Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after good Friday), Easter Monday, Labour Day, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday. However, employees should be aware that this has been factored into the annualising salary rate and that if rostered to work on one of these days, no extra remuneration is payable unless called upon to work in an overtime situation over and above that factored into Schedule 1.

#### **4.7 SUPERANNUATION**

Pay all appropriate superannuation contributions, as Logan City Council is required, in accordance with the Local Government Superannuation Scheme Trust Deeds. Except where other arrangements exist arising from previous Council re-organisations, employees shall remain or become a member of the Local Government Superannuation Fund.

#### **4.8 SAFETY AND PROTECTIVE EQUIPMENT, TOOLS ETC**

Supply employees, at no expense to the employee, all safety and protective equipment, all necessary protective and industrial clothing, all necessary tools of trade and all other equipment and appliances required for the safe performance of their work. Such equipment, clothing, tools and appliances as aforesaid shall be returned to Logan City Council on termination or otherwise when requested by Logan City Council. The necessity of any such clothing, equipment, tools or appliances shall be determined by Logan City Council.

Logan City Council shall provide for employees use, in addition to the requirements of all relevant Statutes and By-Laws, health, safety and welfare amenities as required from time to time by reason of the conditions and place of employment.

#### **4.9 TERMINATION BY LOGAN CITY COUNCIL**

In the event of termination of employment and unless summarily dismissed for a valid reason, Logan City Council shall give the notice provided for under Part 3 Section 84(1) of the Workplace Relations Act 1999 as appropriate.

#### **4.10 PRESERVATION OF EXISTING ENTITLEMENTS**

Employees will retain their entitlement to any accrued leave or benefits to which they were entitled at commencement of this Agreement as if such leave or benefit were accrued in accordance with the Agreement. Note: (The payment of poison allowance will cease from the commencement of this Agreement).

#### **4.11 PROCEDURE FOR MANAGING ORGANISATIONAL CHANGE**

Recognise the provisions of the Enterprise Bargaining Agreement (as amended from time to time) as forming part of this Agreement.

### **5. OTHER MATTERS**

#### **5.1 COPY OF AGREEMENT**

Upon execution of the Agreement, Logan City Council shall supply a copy of this Agreement to each employee parties to the agreement.

#### **5.2 RIGHTS RESERVED**

Nothing in this Agreement shall be construed as limiting the capacity of the parties to this Agreement to mutually agree from time to time, to terms or conditions of employment different from those contained herein. Provided such variations are achieved in accordance with the relevant provisions of the Queensland Workplace Relations Act and as applicable and the provisions of the Enterprise Bargaining Agreement.

**5.3 AWARD REVERSION**

When an employee ceases to be engaged in a position covered by this Agreement, then such employee shall be no longer entitled to the benefits and entitlements of this Agreement and shall revert to the appropriate Award OR Agreement and/or Enterprise Bargaining Agreement covering the new position.

6.

LOGAN CITY COUNCILOFFER DOCUMENTWEIGHBRIDGE STATION / TRANSFER OFFICERANNUALISED SALARIES LOCALISED AGREEMENT

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

UNION MEMBER: YES ☐ NO ☐

UNION NAME (if yes) \_\_\_\_\_

I have received a copy of the proposed Annualised Salaries Agreement and:

Would be prepared to accept the conditions outlined therein.

YES ☐ NO ☐

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: THIS FORM IS TO BE SIGNED AND RETURNED TO YOUR SUPERVISOR OR  
MANAGER NO LATER THAN

**SCHEDULE 1****LOGAN CITY COUNCIL****WEIGHBRIDGE STATION/ TRANSFER OFFICER (TIPMASTERS)****ANNUALISED SALARIES LOCALISED AGREEMENT**

The Annualised Salary Localised Agreement has been formulated having regard to the calculations set out below with Roster A – Shift 1 and Roster B – Shift 2 salary calculations being averaged.

	<b>Roster A Shift 1</b>	<b>Roster B Shift 2</b>
Salary O/T	\$36,758.30	\$37,718.96
Statutory Holidays	\$ 1,668.09	\$ 876.70
Annual Leave Loading	\$ 494.82	\$ 507.75
On Site Allowance	\$ 1,189.38	\$ 1,143.76
<b>TOTAL</b>	<b>\$40,110.59</b>	<b>\$40,247.17</b>

**TOTALS**      \$40,110.59  
                     \$40,247.17  
                     \$80,357.76 ÷ 2

**Annualised Salary = \$40,178.88**

In addition to the above annualised salary, a lump sum payment in the amount of \$948.75 will be paid in the first full pay period in December each year or on a pro rata basis as per Clause 4.1.3 of the Agreement. This payment is an accrual of meal allowances which employees would be entitled to receive for working extended hours throughout the year.

**Proposed average annualised salary including meal allowances:**

\$40,178.88  
     948.75  
**\$41,127.63**

2.

Schedule 1 continued

**EXISTING****ROSTER A - SHIFT 1**

Day of Week	No of days worked per year	Includes public holidays	Paid No of Hours Work per day Work	Converted Total Paid No of Hours per day	Hours per Annum	\$..... x hours x p.a. of days	Super Salary for Super Purposes
Sunday	52	0	11 @ T ½	16.5	858.0		
Monday	52	6	7.6 + 2.4 @ DT	12.4	644.8		
Tuesday	52	2	7.6 + 2.4 @ DT	12.4	644.8		
Wednesday	52	0	7.6	7.6	395.2		
<b>TOTAL</b>	<b>208</b>	<b>8</b>			<b>2,542.8</b>		<b>29,355.00</b>

Day of Week	Annual Leave Loading - +52 x 4 x 17 ½	Statutory Holidays Additional Hrs x Days = Total p.h. hours paid	On-Site Allowance Total Hours	+ Meal Allowance \$7.50 x days worked (days)
Sunday				
Monday		16.2 x 6 = 97.2		(52) 390.00
Tuesday		16.2 x 2 = 32.4		(52) 390.00
Wednesday				
<b>TOTAL</b>	<b>\$503.52</b>	<b>129.6 hours @ \$14.7098 = \$1,906.39</b>	<b>(2,542.8 + 129.6) hrs x \$0.4658 per hour = \$1,224.80</b>	<b>\$780.00</b>

	<b>TOTALS</b>
	<b>\$</b>
Salary + O/T	37,404.09
Statutory Holidays	1,906.39
Annual Leave Loading	503.52
On Site	1,216.74
	<b>\$40,930.74</b>
Meals \$780.00 - \$30.00 (while on Annual Leave)	750.00
<b>TOTAL INCOME</b>	<b>\$41,680.74</b>

3.  
**EXISTING**

Schedule 1 continued

**ROSTER B - SHIFT 2**

Day of Week	No of days worked per year	Includes public holidays	Paid No of Hours per day Work @ DT	Converted Total Paid No of Hours per day	Hours per Annum	\$..... x hours x p.a. of days	Super Salary for Super Purposes
Wednesday	52	0	7.6	7.6	395.2		
Thursday	52	0	7.6 + 2.4 @ DT	12.4	644.8		
Friday	53	2	7.6 + 2.4 @ DT	12.4	657.20		
Saturday	52	1	11 @ T ½	16.5	858.00		
<b>TOTAL</b>	<b>209</b>	<b>3</b>			<b>2,555.2</b>		<b>29,335.00</b>

Day of Week	Annual Leave Loading - +52 x 4 x 17 ½	Statutory Holidays Additional Hrs x Days = Total p.h. hours paid	On-Site Allowance Total Hours	+ Meal Allowance \$7.50 x days worked (days)
Wednesday				
Thursday				(52) 390.00
Friday		16.2 x 2 = 32.4		(53) 397.50
Saturday		11 x 1 = 11		
<b>TOTAL</b>	<b>\$503.52</b>	<b>43.4 hours @ \$14.7098 = \$638.41</b>	<b>(2,542.8 + 43.4) hrs x \$0.4658 per hour = \$1,204.65</b>	<b>\$787.50</b>

	<b>TOTALS</b>
	<b>\$</b>
Salary + O/T	\$37,586.49
Statutory Holidays	638.41
Annual Leave Loading	503.52
On Site	1,177.50
	\$39,905.92
Meals \$780.00 - \$30.00 (while on Annual Leave)	750.00
<b>TOTAL INCOME</b>	<b>\$40,655.92</b>

Existing Roster Shift 1 salary \$40,930.74

Existing Roster Shift 2 salary \$39,905.92\$80,836.66

÷ 2 \$40,418.33

+ meals 750.00

\$41,168.33

Existing average total income **excluding** meal allowance \$40,418.33Existing average total income **including** meal allowance \$41,168.33



4.

Schedule 1 cont'd

**BASED ON 1999 CALENDAR YEAR**  
**NEW PROPOSED 4 DAY ROTATING ROSTER A - SHIFT 1**

Day of Week	No of days worked per year	Includes public holidays	Paid No of Hours Work per day Work	Converted Total Paid No of Hours per day	Hours per Annum	\$..... x hours x p.a. of days	Super Salary for Super Purposes
Monday	28	3	7.6 + 2.4 @ DT	12.4	347.2		
Tuesday	27	2	7.6 + 2.4 @ DT	12.4	334.8		
Wednesday	26		7.6 + 2.4 @ DT	12.4	322.4		
Thursday	25		7.6 + 2.4 @ DT	12.4	310.0		
Friday	25	2	7.6 + 2.4 @ DT	12.4	310.0		
Saturday	26		11 @ T ½	16.5	429.0		
Sunday	27		11 @ T ½	16.5	445.5		
<b>TOTAL</b>	<b>184</b>	<b>7</b>			<b>2,498.9</b>		<b>\$29,335.00</b>

Day of Week	Annual Leave Loading - ÷52 x 4 x 17 ½	Statutory Holidays Additional Hrs x Days = Total p.h. hours paid	On-Site Allowance Total Hours	+ Meal Allowance \$7.50 x days worked (days)	Briefing /Training One hour per month
Monday		16.2 x 3 = 48.6		(28) 210.00	
Tuesday		16.2 x 2 = 32.4		(27) 202.50	
Wednesday				(26) 195.00	
Thursday				(25) 187.50	
Friday		16.2 x 2 = 32.4		(25) 187.50	
Saturday					
Sunday					
<b>TOTAL</b>	<b>\$494.82</b>	<b>113.4 hours @ \$14.7098 = \$1,668.09</b>	<b>(2,498.9 + 113.4) hrs x \$0.4658 per hour = \$1,216.81</b>		<b>\$176.52</b>

	TOTALS \$	
Salary + O/T	36,758.30	There is an additional saving to Council by employees taking a half hour rather than a forty-five lunch break without cost to Council and in their attending briefing / training sessions outside of Ordinary working hours for one hour per month without Award minimum payments
Statutory Holidays	1,668.09	
Annual Leave Loading	494.82	
On Site	1,189.38	
	<b>\$40110.59</b>	
Meals \$982.50 - \$30.00 (while on Annual Leave)	952.50	
<b>TOTAL</b>	<b>\$41,063.09</b>	

5.

Schedule 1 cont'd

## NEW PROPOSED 4 DAY ROTATING ROSTER B - SHIFT 2

Day of Week	No of days worked per year	Includes public holidays	Paid No of Hours Work per day Work	Converted Total Paid No of Hours per day	Hours per Annum	\$..... x hours x p.a. of days	Super Salary for Super Purposes
Monday	24	3	7.6 + 2.4 @ DT	12.4	297.6		
Tuesday	25		7.6 + 2.4 @ DT	12.4	310.0		
Wednesday	26		7.6 + 2.4 @ DT	12.4	322.4		
Thursday	27		7.6 + 2.4 @ DT	12.4	344.8		
Friday	28		7.6 + 2.4 @ DT	12.4	347.2		
Saturday	26	1	11 @ T ½	16.5	429.0		
Sunday	25		11 @ T ½	16.5	412.5		
<b>TOTAL</b>	<b>181</b>	<b>4</b>			<b>2,463.5</b>		<b>\$29,335.00</b>

Day of Week	Annual Leave Loading - +52 x 4 x 17 ½	Statutory Holidays Additional Hrs x Days = Total p.h. hours paid	On-Site Allowance Total Hours	+ Meal Allowance \$7.50 x days worked (days)
Monday		16.2 x 3 = 48.6		(24) 180.00
Tuesday				(25) 187.50
Wednesday				(26) 195.00
Thursday				(27) 202.50
Friday				(28) 210.00
Saturday		11 x 1 = 11		
Sunday				
<b>TOTAL</b>	<b>\$507.75</b>	<b>59.6 hours @ \$14.7098 = \$876.70</b>	<b>(2,463.5 + 48.6) hrs x \$0.4658 per hour = \$1,170.14</b>	<b>\$975.00</b>

	<b>TOTALS \$</b>	<b>NOTE:</b>
Salary + O/T	37,718.96	There is an additional saving to Council by employees taking a half hour rather than a Forty-five minute lunch break without cost To Council and in their attending briefing/ Training sessions outside of ordinary working hours for one hour per month without Award minimum payments.
Statutory Holidays	876.70	
Annual Leave Loading	507.75	
On Site	1,143.76	
Briefing/Training (1 hr month)	176.52	
	<b>\$40,247.17</b>	
Meals \$975.00 - \$30.00 (while on Annual Leave)	945.00	
	<b>\$41192.17</b>	

**SCHEDULE 2****LOGAN CITY COUNCIL****WEIGHBRIDGE STATION/ TRANSFER OFFICER (TIPMASTERS)****ANNUALISED SALARIES LOCALISED AGREEMENT**

EMPLOYEE NAME: \_\_\_\_\_

POSITION  
NUMBER: \_\_\_\_\_ANNUALISED SALARY: \$41,127.63.... (Clause 4.1.1 and includes \$948.75  
meal allowances)**TERMS AND CONDITIONS**

I acknowledge that the Logan City Council Weighbridge Station/Transfer Officers Annualised Salaries Localised Agreement and Schedule 2 covers the terms and conditions of my employment with Logan City Council in the position number listed in this Schedule above.

Signed: .....

Dated: .....

Witness: .....

Dated: .....

---

**10.3 LOGAN WATER POLLUTION CONTROL CENTRE LOCALISED AGREEMENT**



**LOGAN CITY COUNCIL**

**LOGAN WATER POLLUTION  
CONTROL CENTRE**

**LOCALISED AGREEMENT**

(ID 1958303)  
(ID 2550366)

19 June 2002  
8 December 2003

## TABLE OF CONTENTS

<b>PART 1 - ABOUT THE AGREEMENT .....</b>	<b>4</b>
1.1 TITLE.....	4
1.2 PARTIES TO THE AGREEMENT .....	4
1.3 COVERAGE OF THE AGREEMENT .....	5
1.4 DATE AND PERIOD OF OPERATION .....	5
1.5 RELATIONSHIP TO PARENT AWARDS AND AGREEMENTS.....	5
1.6 NO EXTRA CLAIMS .....	5
<b>PART 2 - WORKING TOGETHER .....</b>	<b>5</b>
2.1 PURPOSE OF AGREEMENT.....	5
2.2 LEADERSHIP AND CULTURE JOURNEY.....	6
2.3 LOCAL AREA AGREEMENTS .....	6
2.3.1 Process for LAA's .....	6
2.3.2 Weighbridge Station/Transfer Officer (Tipmasters) Local Area Agreement .....	7
2.4 TELECOMMUTING - WORK FROM HOME.....	7
2.5 SIMULTANEOUS ADVERTISING.....	7
2.6 APPOINTMENTS TO VACANCIES .....	7
2.7 WORKPLACE HEALTH & SAFETY ISSUES.....	7
2.8 ON CALL AND CALL OUTS .....	8
2.8.1 Definitions .....	8
2.8.2 Objectives of the Provision.....	8
2.8.3 On Call Allowance .....	8
2.8.4 Call Out Payment.....	8
2.8.5 Breaks .....	9
2.8.6 Communication/Transport.....	9
2.9 PERMANENT CONVERSION OF CASUALS .....	9
2.10 INTERNSHIPS.....	9
2.11 RELOCATION OF WORKPLACE.....	10
<b>PART 3 - HOURS OF WORK .....</b>	<b>10</b>
3.1 HOURS OF WORK (36.25 hour per week Award employees).....	10
3.2 NINE DAY FORTNIGHT AGREEMENT (36.25 hour per week employees).....	12
3.2.1 Application of the Scheme.....	12
3.2.2 Hours of Duty (Nine Day Fortnight) .....	13
3.2.3 Rostered Day Off.....	14
3.2.4 Temporary Change to a Rostered Day Off .....	14
3.2.5 Overtime .....	14
3.2.6 Sick Leave .....	15

3.2.7	Annual Leave.....	15
3.2.8	Higher Duties.....	15
3.2.9	Productivity .....	16
<b>3.3</b>	<b>FLEXIBLE HOURS OF WORK (36.25 hour per week employees).....</b>	<b>16</b>
<b>3.4</b>	<b>HOURS OF WORK (38 hour per week employees).....</b>	<b>16</b>
<b>3.5</b>	<b>NINE DAY FORTNIGHT AGREEMENT (38 hour per week employees).....</b>	<b>16</b>
3.5.1	Hours of Work.....	16
3.5.2	Rostered Day Off.....	16
<b>PART 4 - LEAVE PROVISIONS.....</b>		<b>17</b>
<b>4.1</b>	<b>EQUITY OF LONG SERVICE LEAVE AND SICK LEAVE ENTITLEMENTS.....</b>	<b>17</b>
<b>4.2</b>	<b>SICK LEAVE .....</b>	<b>17</b>
4.2.1	Payment of Accumulated Sick Leave.....	17
4.2.2	Sick Leave Taken Prior To RDO.....	17
4.2.3	Sick Leave Credit to Annual Leave.....	17
4.2.4	Sick Leave Absenteeism Strategy.....	17
4.2.5	Vested Sick Leave .....	19
4.2.6	Uncapping of Personal Leave.....	19
<b>4.3</b>	<b>ANNUAL LEAVE .....</b>	<b>19</b>
4.3.1	Purchase of Additional Annual Leave .....	19
4.3.2	Pro-rata Annual Leave / Part day Annual Leave .....	19
<b>4.4</b>	<b>LONG SERVICE LEAVE.....</b>	<b>20</b>
4.4.1	Long Service Leave at Half Pay .....	20
4.4.2	Long Service Leave Taken In 10 Day Blocks .....	20
4.4.3	Pro-Rata Long Service Leave.....	20
4.4.4	Payment of Long Service Leave Entitlements in Hardship Cases .....	20
<b>4.5</b>	<b>BEREAVEMENT LEAVE.....</b>	<b>20</b>
4.5.1	Paid bereavement leave entitlement .....	20
4.5.2	Unpaid bereavement leave.....	21
<b>4.6</b>	<b>PARENTAL LEAVE .....</b>	<b>21</b>
4.6.1	Paid Maternity Leave.....	21
4.6.2	Parental Leave .....	22
<b>4.7</b>	<b>CARER'S LEAVE.....</b>	<b>26</b>
<b>4.8</b>	<b>CHRISTMAS LEAVE - CLOSEDOWN.....</b>	<b>27</b>
<b>PART 5 - REMUNERATION .....</b>		<b>28</b>
<b>5.1</b>	<b>WAGE/SALARY RATES.....</b>	<b>28</b>
5.1.1	Queensland Local Government Officers' Award 1998.....	28
5.1.2	Local Government Employees' (Excluding Brisbane City Council) Award - State 2003 .....	31
5.1.3	Engineering Award - State.....	31
5.1.4	Building Trades Public Sector Award - State.....	31
<b>5.2</b>	<b>ADJUSTMENT TO ALLOWANCES.....</b>	<b>32</b>
<b>5.3</b>	<b>PAYMENT OF SALARY/WAGES.....</b>	<b>32</b>
<b>5.4</b>	<b>SALARY PACKAGING/SALARY SACRIFICING.....</b>	<b>32</b>
<b>5.5</b>	<b>INCOME PROTECTION PAYROLL DEDUCTION.....</b>	<b>32</b>

<b>PART 6 - GRIEVANCE AND DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES .....</b>	<b>32</b>
<b>PART 7 - COMMUNICATION AND CONSULTATION.....</b>	<b>33</b>
<b>7.1 JOINT CONSULTATIVE COMMITTEE .....</b>	<b>33</b>
7.1.1 Purpose .....	33
7.1.2 Structure and Composition .....	33
7.1.3 Terms of Reference .....	34
<b>7.2 COMBINED UNION SUMMIT .....</b>	<b>34</b>
<b>7.3 UNION ENCOURAGEMENT CLAUSE.....</b>	<b>34</b>
<b>7.4 ENTITLEMENTS OF UNION DELEGATES.....</b>	<b>34</b>
<b>7.5 POSTING AWARD AND ASSOCIATION NOTICES .....</b>	<b>35</b>
<b>7.6 TRADE UNION TRAINING LEAVE.....</b>	<b>35</b>
7.6.1 Entitlement .....	35
7.6.2 Conditions.....	35
<b>PART 8 - MANAGING ORGANISATIONAL CHANGE.....</b>	<b>35</b>
<b>8.1 PROCEDURE.....</b>	<b>35</b>
<b>8.2 EMPLOYMENT SECURITY CLAUSE.....</b>	<b>45</b>
8.2.1 Job Security .....	45
8.2.2 Consultation Process.....	46
8.2.3 Shared Services.....	46
<b>8.3 NO FORCED RELOCATIONS.....</b>	<b>47</b>
<b>8.4 NOTIFICATION OF CHANGE.....</b>	<b>47</b>
<b>8.5 TRANSMISSION OF BUSINESS .....</b>	<b>47</b>
<b>PART 9 - SIGNATORIES .....</b>	<b>47</b>
<b>PART 10 - ATTACHMENTS - LOCAL AREA AGREEMENTS .....</b>	<b>48</b>
<b>10.1 AGREEMENT TO PAY ACCUMULATED SICK LEAVE.....</b>	<b>49</b>
<b>10.2 WEIGHBRIDGE STATION/TRANSFER OFFICER (TIPMASTERS) LOCAL AREA AGREEMENT .....</b>	<b>53</b>
<b>10.3 LOGAN WATER POLLUTION CONTROL CENTRE LOCALISED AGREEMENT .....</b>	<b>68</b>
<b>10.4 LOGAN CITY COUNCIL VENUES &amp; EVENTS LOCAL AREA AGREEMENT .....</b>	<b>80</b>

---

## **LOGAN WATER POLLUTION CONTROL CENTRE LOCALISED AGREEMENT**

### **1. TITLE**

This Agreement shall be known as the Logan Water Pollution Control Centre Localised Agreement.

### **2. INTRODUCTION**

#### **2.1 THE PARTIES**

The parties to this Agreement are:

- (i) The Council of the City of Logan;
- (ii) Employees employed by Logan City Council as Waste Water Treatment Plant Operators, Waste Water Treatment Plant Assistant Operators and Waste Water Treatment Plant Operator's Assistant at the Logan Water Pollution Control Centre; and
- (iii) The Australian Workers' Union of Employees, Queensland

#### **2.2 COVERAGE**

Conditional on at least 80% of the current employees directly affected by the Agreement voting in favour of the Agreement being introduced as a permanent type arrangement, this Agreement shall apply to Logan Water Pollution Control Centre employees employed as Waste Water Treatment Plant Operators, Waste Water Treatment Plant Assistant Operators and Waste Water Treatment Plant Operator's Assistant under and pursuant to the Local Government Employees' (excluding Brisbane City Council) Award - State.

One employee is excluded from the terms and conditions of this Agreement for the period 1 July 2001 to 30 April 2002 inclusive. The particulars associated with this exclusion are reflected in an exchange of letters with the representative union. With effect from 1 May 2002 this Agreement will apply to this particular employee.

The 80% criteria will also apply for exit from, or future variation to, the Agreement.

#### **2.3 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

This Agreement has been developed, pursuant to Logan City Council Enterprise Bargaining Agreement No 4. It has also been developed, having regard to the Local Government Employees (excluding Brisbane City Council) Award - State and Council's Policies and Directives.

#### **2.4 DATE AND PERIOD OF OPERATION**

This Agreement shall operate on a trial basis from the 1 July 2001 for a period of approximately twelve months. On completion of this trial period and subject to agreement between the parties, including the Enterprise Bargaining Team, it shall be implemented on a more permanent basis to 30 March 2003 or such later date as determined between the parties, including the Enterprise Bargaining Team.

#### **2.5 EXPIRY OF AGREEMENT**

On expiry of the trial period, the parties expect to have negotiated an extension of the Agreement into a more permanent arrangement. However, if on the expiry of this trial negotiations for an extension are proceeding but have not been concluded, then this Agreement will be deemed to continue in force until negotiations are completed. If the parties do not enter into an extension of the Agreement or if negotiations have not been completed within 3 months of the expiry of the trial, then the employees shall be employed in accordance with the applicable Award or Enterprise Bargaining Agreement or other Agreement under which the employees would be entitled to be employed if this Agreement did not exist. This latter situation will also apply if agreement has not been reached at the termination of any more permanent arrangements.

#### **2.6 TERMINATION OF AGREEMENT**

This agreement may be terminated by either party on the giving of three (3) months written notice. If this occurs those employees affected by this agreement will be employed in accordance with the terms and conditions of the applicable award or Enterprise Bargaining Agreement or other agreement under which the employees would be entitled to be employed if this agreement did not exist.



## **2.7 GRIEVANCE OR DISPUTE SETTLING PROCEDURES**

Where there is any inconsistency between the provision of this Agreement and Logan City Council's EBA or the Award, the provisions of this Agreement shall prevail to the extent of the inconsistency. In the event the parties to this Agreement cannot agree on matters relating to the terms of this Agreement, Council's current Grievance Procedure, as amended from time to time, will be used to resolve the matter.

## **3. EMPLOYEE/S RESPONSIBILITIES**

The Agreement is based on encouraging a team approach to effectively and efficiently operate the Logan Water Pollution Control Centre. Hence, under this Agreement, the employee/s agrees to undertake the following:-

### **3.1 DUTIES**

Perform the Duties and undertake the functions outlined in the Position Description (as amended from time to time) for the position expected to be performed by the incumbent employed in a position at the Logan Water Pollution Control Centre. In addition, the employees will:

- follow lawful directions given by the employee's supervisor or management representative;
- actively and constructively participate in Logan City Council's Local Performance Process;
- assist and facilitate the effective and efficient administration of Council in performing their day to day work functions;
- work with the objective of realising the strategic goals of Logan City Council;
- abide by Council's Code of Conduct and other Policies and Directives;
- maintain a dress standard and a level of personal hygiene which projects the professional image of Council.

Observe, at all times, the Workplace, Health and Safety Act and Regulations, the Local Government Act and Council's Policies and Procedures particularly with regard to safe work practices and the wearing and/or use of safety clothing, equipment, tools and appliances.

### **3.2 HOURS**

- 3.2.1** Employees will be required to work on a rostered basis over any four days, Monday to Friday inclusive, with rostered weekend overtime necessary to meet the operational needs of the Logan Water Pollution Control Centre.
- 3.2.2** Employees will be required to commence ordinary time work, Monday to Friday inclusive, at 6.00am and cease ordinary time work at 4.12pm with a 20 minute morning tea break and 30 minute lunch break. These rostered hours include 12 minutes per day worked for accrual towards the four day Christmas leave break entitlement. Employees will therefore be rostered to work a total of 38 hours and 48 minutes ordinary time per week.
- 3.2.3** If required to meet the operational needs of the Centre, at least two employees will commence work at 6.48am and cease at 5.00pm on a rostered basis over any four days, Monday to Friday inclusive.
- 3.2.4** Three teams, each comprising of one Plant Operator and two Plant Assistant Operators, will be rostered to work overtime on Saturday and Sunday on a three week cycle basis. To meet the operational needs of the Centre, each team will work one weekend in three, from 6.00am to 12noon on these days.
- 3.2.5** Having regard to the fact the Logan Water Pollution Control Centre is required to be operational on Public holidays, three employees will be required to work on a rostered basis shared evenly, as much as possible, amongst the employees employed under this agreement throughout the year. The employees will be rostered to perform this work from 6.00am to 12noon on such Public holidays.
- 3.2.6** Subject to the reasonable needs of work to be performed, employees will be required to take their morning tea or lunch break in such a manner that it will not interrupt continuity of work or the continuity of a particular process where such lack of continuity would have an adverse effect on the operational requirements of the Centre. Where possible, employees will not normally be required to work more than 6 hours without a break for a meal.
- 3.2.7** Where a particular task is required to be performed on a planned or regular basis, employees will be

required to stagger their commencing and ceasing times if required to do so by the Waste Water Treatment Plant Operator or Waste Water Treatment Plant Supervisor. However, if this is required and provided an emergency situation does not exist, the employee shall receive at least two days prior notice.

### **3.3 REQUIREMENT TO WORK OVERTIME**

In addition to planned overtime referred to in this Agreement, employees covered by this Agreement will be required to work reasonable overtime over and above that listed in Schedule 2 to meet the operational needs of the Centre. Where such overtime is worked, the normal overtime provisions under and pursuant to the overtime provisions of the Local Government Employees' (Excluding Brisbane City Council) Award - State shall apply. (Note: This overtime rate will not attract the Special Allowance payment.)

### **3.4 BRIEFING/TRAINING**

With a view to providing career development opportunities to existing employees at the Centre, an agreed training plan will be developed for each employee in conjunction with their immediate Supervisor. Employees will actively participate in this training which may be carried out during periods of inclement weather or when employees cannot be gainfully employed on other duties. Employees may be required to attend briefing/training sessions outside their rostered working hours for one hour per month for which they will receive an additional payment of one hour at single time.

### **3.5 ROSTERED ON-CALL ARRANGEMENTS**

At least three Waste Water Treatment Plant Operators will be available and be required to attend after hours or emergency type situations on a rostered basis. Each of these employees will be rostered for on-call duties one week in three. Employees rostered to remain on-call must be able to be contacted and be able to respond within a reasonable period of time. This could involve the operation of a laptop computer from the employees home in the first instance (using CITEC).

An employee shall not be considered to be on-call due solely to a customary arrangement whereby the employee returns to the Centre outside ordinary hours to perform a specific task.

### **3.6 LOCAL PERFORMANCE PROCESS**

Actively and constructively participate in Logan Water Pollution Control Centre's Local Performance Process including the following key performance areas:

- Licence compliance (effluent quality)
- Minimisation of plant process odours
- Maintenance of plant and equipment
- Plant appearance
- Optimisation of bio-solids management
- Waste Water treatment plant process optimisation
- Continuous operational improvement
- Reduced absenteeism
- In the provision of a safe system and place of work

### **3.7 CLASSIFICATION - CAREER PATH SALARY LEVEL**

The agreed classification - career path salary level under this Agreement shall be as follows:-

- (a) Waste Water Treatment Plant Operator's Assistant (New Starter) Award Level 6 and Council's EBA.
- (b) Waste Water Treatment Plant Operator's Assistant Award Level 6 and Council's EBA and Logan Water Pollution Control Centre Special Allowance.

New starters will only qualify for payment of the Logan Water Pollution Control Centre Special Allowance following the successful completion of four (4) weeks.

- (c) Waste Water Treatment Plant Operator's Assistant (Certificate) Award Level 7 and Council's EBA and Logan Water Pollution Control Centre Special Allowance.

Promotion to Level 7 will occur when a Plant Operator's Assistant successfully passes the Plant

Operator's course and obtains their Certificate of Competency and be classified as a Plant Assistant Operator.

- (d) Waste Water Treatment Plant Operator Class 2 Award Level 8 and Council's EBA and Logan Water Pollution Control Centre Special
- (e) Waste Water Treatment Plant Operator Class 1 Award Level 9 and Council's EBA and Logan Water Pollution Control Centre Special Allowance.

### **3.8 NOTICE OF TERMINATION BY EMPLOYEE**

Give Logan City Council at least one week's notice of termination of employment. If an employee fails to give this notice, Logan City Council shall have the right to withhold the equivalent of one week's pay due to the employee.

## **4. LOGAN CITY COUNCIL'S RESPONSIBILITIES**

Under this Agreement, Logan City Council agrees to undertake the following:-

### **4.1 PAYMENT OF WAGES**

- 4.1.1** Pay the employee's wages by an electronic funds transfer (EFT) to an account, nominated by the employee, with a financial institution with EFT facilities in accordance with Council's pay practices. This includes any bank, credit union, permanent building society or other financial institution. The employees will be paid these wages in accordance with Council's practices but such payment shall be not less frequently than on a fortnightly basis. These wages will be transferred to the employee's account prior to normal ceasing time on the nominated pay day.

Arrangements will be made to average out the pays of employees required to be rostered over a six week period for on-call duties or weekend overtime.

- 4.1.2** Where an employee's employment is terminated by either the Council or by the employee (where the employee has given notice in accordance with Clause 3.8 of this Agreement), all monies due to the employee from the Council shall be paid within 24 hours.

Provided that, where the intervention of weekends or public holidays arise and payment within 24 hours is not reasonably practicable, payment of all monies due to the employee will be made at the earliest reasonable opportunity. Monies due to an employee who does not give notice in accordance with Clause 3.8 of this Agreement shall be available to the employee at the earliest reasonable opportunity.

- 4.1.3** Logan City Council shall, on the request in writing by any employee covered by this Agreement, pay out of the money due to such employee in respect of wages, the fortnightly Union membership dues of such employee.

#### **4.1.4 Payment of Allowances**

##### ***On-Call Allowance***

- (i) An employee directed to remain on-call outside their ordinary working hours shall be paid \$10.67 for each day (excluding statutory or public holidays or Sundays) during which they remain on-call.
- (ii) Where an employee is required to remain on-call on a Sunday or statutory or public holiday, they shall be paid for such Sunday or statutory or public holiday, a sum equal to their pay for a working day of eight hours.

Provided that if an employee whilst on-call is required to perform any other work for which rates of pay are fixed by the Local Government Employees' (Excluding Brisbane City Council) Award - State, they shall be paid for the time so worked at the overtime rate prescribed under the Award in lieu of the above rate and the sum mentioned above shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of eight hours.

Provided further, if the time worked by the employee at overtime rates is eight hours or

more, then the employee shall be entitled to receive only the amount earned by them at overtime rates.

***First Aid Allowance***

Certificated First Aid Attendants appointed by Logan City Council to carry out the functions of a First Aid Attendant shall be paid an additional \$8.99 per week.

***Logan Water Pollution Control Centre Special Allowance***

Waste Water Treatment Plant Operators, Waste Water Treatment Plant Assistant Operator and Waste Water Treatment Plant Operator's Assistant shall be paid a weekly allowance at the rate of \$30.00 per week for ordinary hours worked. This allowance is to be indexed subject to review from time to time to ensure continuance of the monetary benefits for the department. The Logan Water Pollution Control Centre Special Allowance is to be increased by the same percentage amount and from the same operative date as would apply to wage rates as reflected in Part 4, Clause 4 of Council's Enterprise Bargaining Agreement. The first increase of 3.8% is to be paid forthwith and apply from the date of the Union meeting held on 7 November 2003.

This payment, which is made on a without prejudice basis, is on the clear understanding that it will not be used as a precedent in other Localised Agreements within Logan City Council. This payment is in recognition of the ongoing commitment of employees, covered by this Agreement, to ensure that the monetary benefits for the Department of Logan Enterprises, in introducing this Agreement, are maintained and enhanced throughout the life of the Agreement. This allowance will be discontinued if these benefits are not maintained and enhanced throughout the life of the Agreement. As a result a quarterly review of the costs and benefits of the arrangements under this Agreement will be undertaken by the Director of Logan Enterprises and local management at the Centre.

## **4.2 SICK LEAVE**

Provided employees have the necessary entitlement, Council will provide the employees with paid leave in the event of personal illness or personal injury. Logan City Council will require medical evidence to support a claim for leave under this Clause for absences in excess of one day.

## **4.3 ANNUAL LEAVE**

**4.3.1** Provide four weeks paid leave in each year of employment. Payment for this shall be at the wage to which the employee was entitled and paid immediately prior to taking such leave.

Where leave is not physically taken in any one year, the leave may be accumulated up to a maximum of 40 days following approval by the Director.

Annual leave may be taken at such time as may be agreed, and failing such agreement, the time of taking such leave shall be determined by the employer with 14 days notice. Having regard to the operational and staffing needs of the Centre, an application for leave by an employee will not be unreasonably refused.

### **4.3.2 Annual Leave Loading**

An employee shall be entitled to receive a 17.5% annual leave loading on their base rate plus the Logan Water Pollution Control Centre Special Allowance when they proceed on annual leave in accordance with existing Award entitlement and Council practice.

## **4.4 LONG SERVICE LEAVE**

Provide for long service leave under the terms and conditions specified in Clause 5.4 of the Local Government Employees' (Excluding Brisbane City Council) Award - State and in accordance with Council's policies.

## **4.5 BEREAVEMENT LEAVE**

Recognise the Bereavement Leave provisions specified in Clause 5.6 under and pursuant to the Local Government Employees' (Excluding Brisbane City Council) Award - State.

## **4.6 STATUTORY OR PUBLIC HOLIDAYS**

- 4.6.1** In accordance with legislative requirements, employees under this Agreement will be entitled to observe each of the following statutory or public holidays listed in Clauses 4.6.2, 4.6.3 and 4.6.4 below.
- 4.6.2** However, all work done by employees covered by this Agreement on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after good Friday), Easter Monday, Labour Day, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the Holidays Act 1983, to be kept in place of any such holiday, shall be paid for at the rate of double time and one half with a minimum of four hours.
- 4.6.3** In addition, these employees shall be entitled to be paid a full days wages for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day. If any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day. In addition, they are entitled to receive a payment for the time actually worked, at one and a half times the ordinary rate prescribed for such work with a minimum of four hours.
- 4.6.4** All work done by these employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town as specified in such notification of such district shall be paid for at the rate of double time and a half with a minimum of four hours.
- 4.6.5** For the purposes of this provision, "double time and a half" shall mean one and a half days wages in addition to the prescribed weekly rate, or pro-rata if there is more or less than a day.
- 4.6.6** All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

#### **4.7 PAYMENT FOR APPROVED OVERTIME WORKED**

Where approved overtime is worked, pay in accordance with emergency and overtime provisions under and pursuant to the Local Government Employees (Excluding Brisbane City Council) Award - State. (Note: This overtime rate will not attract the Special Allowance payment.)

#### **4.8 SUPERANNUATION**

Pay all appropriate superannuation contributions, as Logan City Council is required, in accordance with the Local Government Superannuation Scheme Trust Deeds. Except where other arrangements exist arising from previous Council re-organisations, employees shall remain or become a member of the Local Government Superannuation Fund.

#### **4.9 SAFETY AND PROTECTIVE EQUIPMENT, TOOLS ETC**

Supply employees, at no expense to the employee, all safety and protective equipment, all necessary protective and industrial clothing, all necessary tools of trade and all other equipment and appliances required for the safe performance of their work. The employees agree to wear and use such equipment, clothing, tools and appliances as aforesaid and shall return same to Logan City Council on termination or otherwise when requested by Logan City Council. The necessity of any such clothing, equipment, tools or appliances shall be determined by Logan City Council.

Logan City Council shall provide for employees use, in addition to the requirements of all relevant Statutes and By-Laws, health, safety and welfare amenities as required from time to time by reason of the conditions and place of employment.

#### **4.10 TERMINATION BY LOGAN CITY COUNCIL**

In the event of termination of employment and unless summarily dismissed for a valid reason, Logan City Council shall give the notice provided for under Part 3 Section 84(1) of the Workplace Relations Act 1999 as appropriate.

#### **4.11 PRESERVATION OF EXISTING ENTITLEMENTS**

Employees will retain their entitlement to any accrued leave or benefits to which they were entitled at commencement of this Agreement as if such leave or benefit were accrued in accordance with this Agreement.

#### **4.12 PROCEDURE FOR MANAGING ORGANISATIONAL CHANGE**

Recognise the provisions of the Enterprise Bargaining Agreement (as amended from time to time) as forming part of this Agreement.

### **5. OTHER MATTERS**

#### **5.1 STAFFING LEVELS**

It is agreed that having regard to the current technology and current work practices at the Centre, the approved operator type staffing levels necessary to operate the Centre in an effective and efficient manner shall be:

- Waste Water Treatment Plant Operators - 3
- Waste Water Treatment Plant Assistant Operators and/or Operator's Assistant - 6

However, it is acknowledged that only those employees necessary to meet the operational needs of the Centre will be rostered for duty at any one time.

#### **5.2 COPY OF AGREEMENT**

Upon execution of the Agreement, Logan City Council shall supply a copy of this Agreement to each employee parties to the agreement.

#### **5.3 RIGHTS RESERVED**

Nothing in this Agreement shall be construed as limiting the capacity of the parties to this Agreement to mutually agree from time to time, to terms or conditions of employment different from those contained herein. Provided such variations are achieved in accordance with the relevant provisions of the Queensland Industrial Relations Act and Regulations as applicable and the provisions of Council's Enterprise Bargaining Agreement or Council's Policies or Procedures.

**6. LOGAN CITY COUNCIL EMPLOYEE OFFER DOCUMENT****LOGAN WATER POLLUTION CONTROL CENTRE****LOCALISED AGREEMENT****EMPLOYEE NAME:****EMPLOYEE NO.****POSITION TITLE:**

---

**UNION MEMBER:**                      **YES**      R                        **NO**      R  **UNION NAME (if yes)**                      

---

I have received a copy of the proposed Localised Agreement and:

Would be prepared to accept the conditions outlined therein.

**YES**      R                        **NO**      R  **Signed:****Date:****NOTE: THIS FORM IS TO BE SIGNED AND RETURNED TO YOUR SUPERVISOR NO LATER THAN**

---

---

**10.4 LOGAN CITY COUNCIL VENUES & EVENTS LOCAL AREA AGREEMENT**



**VENUES & EVENTS**

**LOCAL AREA AGREEMENT**



## C O N T E N T S

1.	PRELIMINARY .....	3
1.1	TITLE .....	3
1.2	INTENTION .....	3
2.	INTRODUCTION.....	4
2.1	THE PARTIES .....	4
2.2	COVERAGE .....	4
2.3	RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS.....	4
2.4	DATE AND PERIOD OF OPERATION .....	4
2.5	EXPIRY OF AGREEMENT.....	5
2.6	TERMINATION OF AGREEMENT.....	5
2.7	GRIEVANCE OR DISPUTE SETTLING PROCEDURES .....	5
2.8	SAVINGS CLAUSE .....	5
3.	EMPLOYEE/S RESPONSIBILITIES .....	5
3.1	DUTIES .....	5
3.2	HOURS .....	6
3.2.1	Spread of Hours .....	6
3.2.2	Hours of Work .....	6
3.2.3	Casual Employees.....	6
3.2.4	Multi-Hiring.....	7
3.2.5	Mixed Functions .....	7
3.2.6	Rates of Pay for Juniors .....	7
3.2.7	Pay Rates Linked to Certified Agreement.....	7
3.2.8	Meal Breaks.....	7
3.3	REQUIREMENT TO WORK OVERTIME.....	8
3.3.1	Time Off In Lieu (TOIL).....	8
3.4	BRIEFING/TRAINING.....	8
3.5	NOTICE OF TERMINATION BY EMPLOYEE.....	8
4.	LOGAN CITY COUNCIL'S RESPONSIBILITIES.....	9
4.1	PAYMENT OF WAGES.....	9
4.2	LONG SERVICE LEAVE.....	10
4.3	BEREAVEMENT LEAVE.....	10
4.4	STATUTORY OR PUBLIC HOLIDAYS.....	10
4.5	PAYMENT FOR APPROVED OVERTIME WORKED .....	11
4.6	SUPERANNUATION .....	11
4.7	SAFETY AND PROTECTIVE EQUIPMENT, TOOLS ETC .....	11
4.8	TERMINATION BY LOGAN CITY COUNCIL.....	11
4.9	PROCEDURE FOR MANAGING ORGANISATIONAL CHANGE .....	11
5.0	OTHER MATTERS .....	11
5.1	STAFFING LEVELS .....	11
5.2	COPY OF AGREEMENT .....	12
5.3	RIGHTS RESERVED .....	12
6.	SCHEDULE 1.....	13
6.1	VENUES COVERED BY THIS AGREEMENT .....	13
7.	SCHEDULE 2.....	14
7.1	WAGE RATES .....	14
7.2	CLASSIFICATION DEFINITIONS.....	15

## 1. PRELIMINARY

### 1.1 TITLE

This Agreement shall be known as the:

**Logan City Council Venues and Events Local Area Agreement.**

### 1.2 INTENTION

The Logan Entertainment Centre, inSports facilities and "aqualogan" facilities and programs operate throughout the year from early in the morning until late at night. The operational demands of the venues mean that conventional Award arrangements of hours and pay cannot apply. Therefore, a special Agreement is necessary to provide an appropriate negotiated structure for staff conditions of employment and to allow Managers and Council a framework for accurate budgeting and forecasting of costs.

This Agreement reflects Council's vision for:

- The Logan Entertainment Centre to be the focal point of Logan's diverse entertainment, cultural, community and commercial events which will provide opportunities for growth of local business, families and lifestyles and to be recognised as a benchmark throughout Australia in the provision of a regional multipurpose public facility.
- inSports to provide to international standard multipurpose indoor sports centres that meet the ever changing needs of customers of all ages and skill levels; and
- *aqualogan* facilities to provide quality and safe public aquatic environments and a range of opportunities for people of all ages and backgrounds to participate and recreate in with a view to encourage active and healthy places and lifestyles for the wider community in Logan City.

Employees covered by the Agreement will be afforded the opportunity to attain additional skills, flexibility and access to career paths. This will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individuals, engaged in Council's Community Facilities.

Work will be organised to maximise the flexibility of the workforce and wherever possible enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

The implementation of this Agreement in line with Council's Certified Agreement 2009 will provide ongoing wage increases and secure

employment with operational flexibilities to enable the outcomes sought to be achieved.

This Agreement has been reviewed and it has been agreed to broaden its coverage to include Council Owned Facilities and Events.

## **2. INTRODUCTION**

### **2.1 THE PARTIES**

The parties to this Agreement are:

- (i) The Council of the City of Logan;
- (ii) Employees employed by Logan City Council in the classifications as listed in Schedule 2 of this Agreement; and
- (iii) The Australian Workers' Union of Employees, Queensland.
- (iv) Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees

### **2.2 COVERAGE**

This Agreement shall apply to Logan Entertainment Centre and inSports facilities and "aqualogan" facilities employees employed in the classifications as listed in Schedule 2 of this Agreement. This Agreement will also have application to Council Owned Facilities and Events. This agreement, excluding the wages schedule, shall also apply to employees enrolled in traineeships relevant to callings listed in Schedule 2. Traineeship wages are determined in accordance with the Training Wage Award - State.

### **2.3 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

The parties agree this Agreement is intended to be read in conjunction with the Logan City Council Certified Agreement 2009 and the Local Government Employees' (excluding Brisbane City Council) Award - State.

Where there is any inconsistency between the provision of this Agreement and Logan City Council's Certified Agreement 2009 or Local Government Employees (excluding Brisbane City Council) Award - State, the provisions of this Agreement shall prevail to the extent of the inconsistency.

### **2.4 DATE AND PERIOD OF OPERATION**

This Agreement shall operate from 1 September 2009 to 31 December 2011 inclusive.

**2.5 EXPIRY OF AGREEMENT**

The parties agree this Agreement will expire in line with the current Logan City Council Certified Agreement 2009 with a nominated expiry date of 31 December 2011.

**2.6 TERMINATION OF AGREEMENT**

This agreement may be terminated by either party on the giving of three (3) months written notice. If this occurs those employees affected by this agreement will be employed in accordance with the terms and conditions of the applicable award or Certified Agreement or other agreement under which the employees would be entitled to be employed if this agreement did not exist.

**2.7 GRIEVANCE OR DISPUTE SETTLING PROCEDURES**

In the event the parties to this Agreement cannot agree on matters relating to the terms of this Agreement, Council's current Grievance Procedure, as amended from time to time, will be used to resolve the matter.

**2.8 SAVINGS CLAUSE**

No existing employee will suffer a reduction in wages for ordinary hours of work in the course of the employee's normal duties as a result of the coming into operation of this agreement.

**3. EMPLOYEE/S RESPONSIBILITIES**

The Agreement is based on encouraging a team approach to effectively and efficiently operate the facilities covered by this Agreement. Hence, under this Agreement, the employee/s agree/s to undertake the following:-

**3.1 DUTIES**

Perform the duties and undertake the functions outlined in the Position Description (as amended from time to time) for the position expected to be performed by the incumbent employed in a position at the relevant facility. In addition, the employees will:

- follow all lawful directions given by the employee's supervisor or management representative;
- actively and constructively participate in Logan City Council's Local Performance Process;
- assist and facilitate the effective and efficient administration of Council in performing their day to day work functions;
- work with the objective of realising the strategic goals of Logan City Council;
- abide by Council's Code of Conduct and other Policies and directives;

- maintain a dress standard and a level of hygiene which projects the professional image of Council;
- observe, at all times, the Workplace, Health and Safety Act and Regulations, the Local Government Act and Council's Policies and Procedures particularly with regard to safe work practices and the wearing and/or use of safety clothing, equipment, tools and appliances.

### **3.2 HOURS**

#### **3.2.1 Spread of Hours**

Ordinary hours of work may be worked between the hours of 5.00am and 1.00am on any 7 days of the week, which includes Saturday and Sunday, without the payment of overtime or weekend penalty rates.

#### **3.2.2 Hours of Work**

- (1) The ordinary hours of duty of the employee shall not exceed 10 hours on any one day or 38 hours in any period of 7 consecutive days including Saturdays and Sundays.
- (2) Overtime shall be payable for work performed in excess of 10 hours ordinary hours on any one day or 38 hours in any period of 7 consecutive days.
- (3) Employees required to work on a statutory holiday shall be paid at double time and a half with a minimum of 4 hours.

#### **3.2.3 Casual Employees**

- (1) Definition: Staff employed on an as required basis for a minimum of 3 hour engagement and a maximum of 38 hours per week.
- (2) Where a casual employee finishes work in less than 3 hours per engagement and provided they left the workplace at their own volition, they shall be paid only for time actually worked.
- (3) Where casual employees are required to work on more than one duty period on the same day, only one minimum payment will be paid for the day.
- (4) The rate of pay for casual employees shall be the rate indicated in the table set out in Schedule 2 hereto for the classification applicable and includes a 23% loading.

### 3.2.4 Multi-Hiring

Employees, covered under this agreement, will be required to perform any of the duties and responsibilities expected of a LEC, *aqualogan* and inSports employee, having regard to their qualifications and experience in a multifunctional environment.

This will ensure a broad range of occupational groupings can be met by suitably qualified, trained, multi-skilled and experienced staff.

### 3.2.5 Mixed Functions

- (1) An employee who is required or nominated by the Employer to undertake the substantial duties of a position which attracts a higher rate of pay under this Agreement than the employee's ordinary classification will be entitled to receive the higher rate of pay for the period that the employee is undertaking those duties. This clause shall not apply to an employee who is undertaking such duties as part of a Nationally Accredited Training Programme.
- (2) Where an employee is required to perform work attracting a higher rate of pay for less than 3 hours on any one day they shall be entitled to be paid the higher rate for 3 hours. If the employee is required to undertake such duties for 3 hours or more they shall be entitled to be paid the higher rate in respect of those hours actually worked at the higher classification.

### 3.2.6 Rates of Pay for Juniors

Junior employees shall be paid the following percentages of the minimum adult rate for the classification of the duties they are performing.

- Under 18 years of age - 70%

### 3.2.7 Pay Rates Linked to Certified Agreement

The wage rates shown at Schedule 2 shall be varied in the same way as State Award increases under Council's Certified Agreement applicable from time to time.

### 3.2.8 Meal Breaks

All employees required to work more than 5 hours continuously will be entitled to an unpaid meal break of 30 minutes provided that:

- (1) such break is not taken at the end of the engagement, and

- (2) the taking of this break may be scheduled to ensure no disruption of service to customers.

### **3.3 REQUIREMENT TO WORK OVERTIME**

Employees covered by this Agreement will be required to work reasonable overtime to meet the operational needs of the Centres. Where such overtime is worked, the normal overtime provisions under and pursuant to Local Government Employees' (Excluding Brisbane City Council) Award - State shall apply.

Overtime will be paid at 1 ½ times the ordinary rate for the first three hours and double time thereafter Monday to Saturday inclusive. Overtime worked on a Saturday shall be subject to a minimum payment of 3 hours at overtime rates.

Overtime worked on a Sunday shall be paid at double time with a minimum payment of 3 hours at overtime rates.

An employee shall not be entitled to a minimum payment in respect of each separate period of overtime in a day and no minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

#### **3.3.1 Time Off In Lieu (TOIL)**

TOIL may occur by mutual agreement between Management and the individual employee. TOIL credits reflect actual time worked i.e. hour for hour and is not subject to penalty rates.

### **3.4 BRIEFING/TRAINING**

Employees will be given the opportunity to participate in a range of training activities. Employees may be required to attend briefing/training sessions outside their rostered working hours and where this occurs, it will be considered as ordinary working time and be paid for at normal hourly rates.

### **3.5 NOTICE OF TERMINATION BY EMPLOYEE**

The employee is to give Logan City Council at least one week's notice of termination of employment. If an employee fails to give this notice, Logan City Council shall have the right to withhold the equivalent of one week's pay due to the employee.

## **4. LOGAN CITY COUNCIL'S RESPONSIBILITIES**

Under this Agreement, Logan City Council agrees to undertake the following:

### **4.1 PAYMENT OF WAGES**

4.1.1. Pay the employee's wages by an electronic funds transfer (EFT) to an account, nominated by the employee, with a financial institution with EFT facilities in accordance with Council's pay practices. This includes any bank, credit union, permanent building society or other financial institution. The employees will be paid these wages in accordance with Council's practices but such payment shall be not less frequently than on a fortnightly basis. These wages will be transferred to the employee's account prior to normal ceasing time on the nominated pay day.

4.1.2 Where an employee's employment is terminated by either the Council or by the employee (where the employee has given notice in accordance with Clause 3.5 or 4.8 of this Agreement), all monies due to the employee from the Council shall be paid within 24 hours.

Provided that, where the intervention of weekends or public holidays arise and payment within 24 hours is not reasonably practicable, payment of all monies due to the employee will be made at the earliest reasonable opportunity. Monies due to an employee who does not give notice in accordance with Clause 3.5 of this Agreement shall be available to the employee at the earliest reasonable opportunity.

4.1.3 Logan City Council shall, on the request in writing by any employee covered by this Agreement, pay out of the money due to such employee in respect of wages, the fortnightly Union membership dues of such employee.

4.1.4 A Duty Front of House Coordinator allowance, at the rate of \$4.11 per hour for shifts worked after 5 pm on weekdays and all shifts worked on weekends shall be paid to the Team Leader appointed to undertake the duties of the Front of House Coordinator when the Front of House Coordinator is not rostered to work. This allowance will be increased at the rate of 1/38 of the weekly dollar increase for State Award employees under Logan City Council's Certified Agreement.

4.1.5 Personal Trainer Allowance. An employee engaged as an inSports Fitness Leader Grade 3 or Grade 5 and who is required to perform the functions of a personal trainer and/or as InSports Group fitness trainer, shall be paid a minimum of ½ hour loading of 60% in addition to the normal full time casual hourly



rate. This loading shall be paid for a maximum of one hour only on each occasion.

#### **4.2 LONG SERVICE LEAVE**

Provide for long service leave under the terms and conditions specified in Council's Certified Agreement.

#### **4.3 BEREAVEMENT LEAVE**

Recognise the Bereavement Leave provisions specified in Council's Certified Agreement.

#### **4.4 STATUTORY OR PUBLIC HOLIDAYS**

- 4.4.1 In accordance with legislative requirements, employees under this Agreement will be entitled to observe each of the following statutory or public holidays listed in Clauses 4.4.2 and 4.4.3 below:
- 4.4.2 However, employees covered by this Agreement, rostered to work on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after Good Friday), Easter Monday, Labour Day, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the Holidays Act 1983, to be kept in place of any such holiday, shall be paid for at the rate of double time and one half with a minimum of four hours.
- 4.4.3 All work done by these employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the Holidays Act 1983, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town as specified in such notification of such district shall be paid for at the rate of double time and a half with a minimum of four hours.
- 4.4.4 For the purposes of this provision, "double time and a half" shall mean one and a half days wages in addition to the prescribed weekly rate, or pro-rata if there is more or less than a day.
- 4.4.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the overtime rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

**4.5 PAYMENT FOR APPROVED OVERTIME WORKED**

Where approved overtime is worked, employees are paid in accordance with emergency and overtime provisions under and pursuant to the Local Government Employees (excluding Brisbane City Council) Award - State.

**4.6 SUPERANNUATION**

Pay all appropriate superannuation contributions, as Logan City Council is required, in accordance with the Local Government Superannuation Scheme Trust Deeds and Act.

**4.7 SAFETY AND PROTECTIVE EQUIPMENT, TOOLS ETC**

Supply employees, at no expense to the employee, all safety and protective equipment, all necessary protective clothing, all necessary tools of trade and all other equipment and appliances required for the safe performance of their work. The employees agree to wear and use such equipment, clothing, tools and appliances as aforesaid and shall return same to Logan City Council on termination or otherwise when requested by Logan City Council. The necessity of any such clothing, equipment, tools or appliances shall be determined by Logan City Council.

Logan City Council shall provide for employees use, in addition to the requirements of all relevant Statutes and By-Laws, health, safety and welfare amenities as required from time to time by reason of the conditions and place of employment.

**4.8 TERMINATION BY LOGAN CITY COUNCIL**

In the event of termination of employment and unless summarily dismissed for a valid reason, Logan City Council shall give the notice provided for in the Queensland Industrial Relations Act 1999 as appropriate.

**4.9 PROCEDURE FOR MANAGING ORGANISATIONAL CHANGE**

The Parties recognise the provisions of the Certified Agreement (as amended from time to time) as forming part of this Agreement.

**5.0 OTHER MATTERS****5.1 STAFFING LEVELS**

It is acknowledged that only those employees necessary to meet the operational needs of Council owned facilities and events will be rostered for duty at any one time.

**5.2 COPY OF AGREEMENT**

Upon execution of the Agreement, Logan City Council shall supply a copy of this Agreement to each employee covered by the agreement. In addition, a true copy of this Agreement will be kept on the Noticeboard at all facilities to which this Agreement applies.

**5.3 RIGHTS RESERVED**

Nothing in this Agreement shall be construed as limiting the capacity of the parties to this Agreement to mutually agree from time to time, to terms or conditions of employment different from those contained herein. Provided such variations are achieved in accordance with the relevant provisions of the Queensland Industrial Relations Act and Regulations as applicable and the provisions of Council's Certified Agreement or Council's Policies or Procedures.

## **6. SCHEDULE 1**

### **6.1 VENUES COVERED BY THIS AGREEMENT**

- 1. Logan Entertainment Centre**
- 2. inSports Cornubia Park**
- 3. inSports Logan Metro**
- 4. inSports Springwood Gym**
- 5. Beenleigh Events Centre**
- 6. "aqualogan" Beenleigh**
- 7. "aqualogan" Bethania**
- 8. "aqualogan" Eagleby**
- 9. "aqualogan" Springwood**
- 10. Future relevant venues**
- 11. All Council owned community facilities and events**

## 7. SCHEDULE 2

### 7.1 WAGE RATES

Effective 1 January 2012

	<b>Base Wage (Weekly)</b>	<b>Base Wage (Hourly)</b>	<b>Casual (Hourly)</b>
<b>Grade 1</b>	\$787.30	\$20.72	\$25.48
<b>Grade 2</b>	\$805.00	\$21.18	\$26.06
<b>Grade 3</b>	\$885.61	\$23.31	\$28.67
<b>Grade 4</b>	\$978.09	\$25.74	\$31.66
<b>Grade 5</b>	\$1,065.89	\$28.05	\$34.50

Effective 1 January 2013

	<b>Base Wage (Weekly)</b>	<b>Base Wage (Hourly)</b>	<b>Casual (Hourly)</b>
<b>Grade 1</b>	\$821.30	\$21.61	\$26.58
<b>Grade 2</b>	\$839.00	\$22.08	\$27.16
<b>Grade 3</b>	\$919.61	\$24.20	\$29.77
<b>Grade 4</b>	\$1,012.32	\$26.64	\$32.77
<b>Grade 5</b>	\$1,103.20	\$29.03	\$35.71

Effective 1 January 2014

	<b>Base Wage (Weekly)</b>	<b>Base Wage (Hourly)</b>	<b>Casual (Hourly)</b>
<b>Grade 1</b>	\$855.30	\$22.51	\$27.68
<b>Grade 2</b>	\$873.00	\$22.97	\$28.26
<b>Grade 3</b>	\$953.61	\$25.09	\$30.87
<b>Grade 4</b>	\$1,047.75	\$27.57	\$33.91
<b>Grade 5</b>	\$1,141.81	\$30.05	\$36.96

**Note:**

- Council reserves the right to introduce new positions and classifications as required by developments in technology and to improve flexibility in the workplace.

## **7.2 CLASSIFICATION DEFINITIONS**

### **Grade 1**

"Grade 1 - Major Venues Employee" shall mean an employee who usually performs the normal duties of a Car Park Attendant, Umpire, Ticket Seller, Cleaner, Guest Service Attendant, Guest Liaison Officer/Usher, Kitchen Hand, Event Team Assistant, Production Assistant, Child Minding Attendant.

### **Grade 2**

"Grade 2 - Major Venues Employee" shall mean an employee who usually performs the normal duties of Head Usher/Head Guest Liaison Officer, Head Food & Beverage Attendant.

### **Grade 3**

"Grade 3 - Major Venues Employee" shall mean an employee who usually performs the normal duties of a Front of House Team Member, Banquet Team Leader, Chef, Event Team Member, Duty Officer/Program Instructor, Fitness Leader, Lifeguard.

### **Grade 4**

"Grade 4 - Major Venues Employee" shall mean an employee who usually performs the normal duties of a Front of House Team Leader, Senior Duty Officer, Coach, Venue Technician.

### **Grade 5**

"Grade 5 - Major Venues Employee" shall mean an employee who usually performs the normal duties of a Front of House Supervisor, Functions and Catering Supervisor, Technical and Production Supervisor, Front of House Supervisor/Bookkeeper, Head Chef, Event and Program Supervisor, Health and Fitness Supervisor, Aquatic Centre Supervisor


## SIGNATORIES

Signed for and on behalf of  
Logan City Council

  
Chris Rose  
CHIEF EXECUTIVE OFFICER

Dated 15 / 3 / 2010

In the presence of:

  
Signature


R. BEER  
Name

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

  
William Ludwig  
BRANCH SECRETARY

Dated 23 / 03 / 2010

In the presence of:

  
Signature

Renee Broanda  
Name

Signed for and on behalf of  
The Liquor Hospitality & Miscellaneous  
Union, Queensland Branch,  
Union of Employees:

  
Gary Bullock  
BRANCH SECRETARY

Dated 24 / 3 / 2010

In the presence of:

  
Signature

MELANIE LITTLE  
Name