

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Scenic Rim Regional Council Enterprise Bargaining Certified Agreement 2012-2014

Matter No. CA/2012/45

Commissioner Brown

30 July 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 23 July 2012 the Commission certifies the following written agreement:

Scenic Rim Regional Council Enterprise Bargaining Certified Agreement 2012-2014 – (CA/2012/45)

Made between:

Scenic Rim Regional Council

AND

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

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

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 Transport Workers' Union of Australia, Union of Employees (Queensland Branch

The agreement was certified by the Commission on 23 July 2012 and shall operate from 23 July 2012 until its nominal expiry on 31 December 2014.

This agreement cancels The Scenic Rim Regional Council Enterprise Bargaining Certified Agreement 2009-2011 (CA/2009/61).

By the Commission.

Commissioner Brown

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certifying an agreement**Scenic Rim Regional Council**

AND

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

AND

The Australian Workers' Union of Employees, Queensland (AWU),

AND

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

AND

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

AND

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

AND

Queensland Services Industrial Union of Employees (QSU),

AND

Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)

(No. CA_ of 20_)

SCENIC RIM REGIONAL COUNCIL – CERTIFIED AGREEMENT 2012-2014

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on..... 2012 between Scenic Rim Regional Council, and The Union of Employees, Queensland, witnesses that the parties mutually agree as follows:

TABLE OF CONTENTS

Subject Matter	Clause No.
PART 1 – PRELIMINARY	
Title.....	1.1
Definitions	1.2
Application	1.3
Parties Bound.....	1.4
Relationship to parent awards.....	1.5
No extra claims	1.6
Date and period of operation	1.7
Purpose and objectives of the agreement.....	1.8
Flexible working arrangements	1.9
Posting of agreement	1.10
PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT	
Grievance and dispute settlement procedure	2.1

Types of employment	2.2
Hours of work	2.3

PART 3 – WAGES AND ALLOWANCES

Salary increase	3.1
Level one (1) classification – office-based employees	3.2
Personal performance development plan	3.3
Allowances	3.4

PART 4 – LEAVE PROVISIONS

Sick leave.....	4.1
Sick leave credit to annual leave.....	4.2
Maternity leave pay	4.3
Paternity leave pay.....	4.4
Parental leave.....	4.5
Annual leave.....	4.6
Long service leave	4.7
Carer’s leave.....	4.8

PART 5 – MISCELLANEOUS PROVISIONS

Performance improvements	5.1
Superannuation	5.2
Staff meetings	5.3
Redundancy and redeployment.....	5.4
Transmission of business.....	5.5
Positive employment relations.....	5.6
Trade union training leave	5.7
Recruitment and selection.....	5.8
Employment security	5.9
Consultation with Local Government Employment Group (LGEG).....	5.10
Shared services and contracting out.....	5.11
Organisational change	5.12
Solid Waste Operations	5.13

PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the Scenic Rim Regional Council Enterprise Bargaining Certified Agreement 2012 – 2014.

1.2 Definitions

- (a) Council shall mean Scenic Rim Regional Council.
- (b) Office Based Employees shall mean employees who undertake managerial and predominantly technical, community and administrative duties as their primary function of employment and are generally based inside Council’s main office or other locations as determined by Council and work a 36.25 hour week.
- (c) Operational Employees shall mean employees engaged to undertake predominantly non-administrative duties as their primary function of employment and based in the field within Council’s depots, water treatment plants, workshop and work a 38 hour week and include construction, maintenance or operations.
- (d) Operational Supervisors shall mean those officers employed under the Queensland Local Government Officers’ Award 1998 who supervise staff working 38 hours a week under all Awards other than the Queensland Local Government Officers’ Award 1998.

1.3 Application

This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment where that contract states “Pursuant to clause 6.5 or 6.6 of the Queensland Local Government Officers’ Award 1998, that the award will not apply to the employment terms and

conditions applicable to the employee”.

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

1.4 Parties Bound

The parties to this Agreement are:

- (a) Scenic Rim Regional Council
- (b) Queensland Services Industrial Union of Employees (QSU)
- (c) Australian Workers’ Union of Employees, Queensland (AWU)
- (d) Association of Professional Engineers, Scientists and Managers, Australia (APESMA)
- (e) Transport Workers Union, Union of Employees, Queensland Branch (TWU)
- (f) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- (g) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees (AMWU)
- (h) Federated Engine Drivers’ and Firemens’ Association of Queensland, Union of Employees (FEDFA)

1.5 Relationship to parent awards

This Agreement shall be read and interpreted in conjunction with the provisions of the following Awards:

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

Where there is an inconsistency between this Agreement and the Award, the Agreement shall take precedence. However if the awards are varied following certification or approval of this Agreement, during the life of this Agreement, the parties agree that the increased entitlement over and above this Agreement shall be passed on and, further to this, no employee shall suffer any loss of wages, entitlements, employment conditions or other benefit as a result of an amendment to the awards.

1.6 No extra claims

There will be no extra claims pursued by the parties during the life of this Agreement.

1.7 Date and period of operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from 1 January 2012 and shall have a nominal expiry date of 31 December 2014.

The parties agree that negotiations to review and renegotiate the Agreement shall commence six months prior to the expiration of the Agreement and every endeavour shall be made to complete negotiations for a replacement Agreement by the expiry of this Agreement. This Agreement will remain in place until a new Agreement is finalised.

1.8 Purpose and objectives of the agreement

This Agreement is made to facilitate a workplace that has the skills, knowledge and flexibility to be able to respond in an efficient and effective manner to the needs of the community. This Agreement aims to position Council as a workplace of choice within the community.

- (a) Council and its employees are committed to an awareness of the workplace Values and to ensure that they are adhered to.
- (b) Provide greater flexibility in workplace practices through flexible working arrangements, practices and systems that meet the needs of Council and its customers.
- (c) Enhance the efficiency and productivity of Council by promoting the pursuit of excellence through

continuous improvement and ensuring the image of Council as a quality service provider is upheld. This will be done by providing incentives such as rewards and recognition commensurate with these improvements.

- (d) Promote a positive, harmonious and productive work environment through ongoing cooperative and consultative approaches to work.
- (e) Commitment by all parties to improving a healthy and safe work environment.
- (f) Focus on competitiveness to ensure Council maintains a viable, effective and secure workforce whilst remaining a fair and equitable employer in relation to wages outcomes and a commitment to developing a more satisfying and participative work environment.
- (g) Promote job satisfaction by enabling employees to improve and enhance their skills through relevant training programmes in order to create a more productive and qualified workplace.
- (h) The parties will act within the terms of this Agreement to ensure its ongoing success.

1.9 Flexible working arrangements

The parties are committed to modernising the terms of the Agreement so that it provides for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the restructuring process.

The parties commit themselves to the following principles:

- (a) New structures may be more suitable for the needs of Council, reflecting the different skill levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
- (b) The parties will create a genuine career path for employees which allows advancement based on skill/qualification acquisition, the use of such skills/qualifications and the requirement to perform functions but will be subject to merit based selection criteria. This understanding will be subject to the relevant development of position descriptions and as classified against relevant Awards.
- (c) Cooperation in the transition from current structures and definitions to new structures without creating false expectations or disputation.
- (d) Council may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- (e) Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (f) The parties agree that there is a need to address services so that Council and its employees improve their future efficiency and effectiveness.
- (g) The parties agree that adequate consultation and communication provides for major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and/or relevant union representatives.

1.10 Posting of agreement

This Agreement shall be displayed in the workplace both electronically and in hardcopy with convenient access to all employees.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Grievance and dispute settlement procedure

In the event of a grievance/dispute occurring in the workplace the following procedures will be followed with a view to avoiding industrial action. At all stages of this process, the employee/s shall have the right to be represented by their accredited union representative.

2.1.1 Resolving grievance/dispute at the workplace level

- (a) The parties must genuinely attempt to resolve the grievance/dispute at the workplace level.
- (b) The employee shall in the first instance notify the supervisor of the nature of the grievance/dispute. A discussion is to take place within forty-eight (48) hours of notification of the grievance/dispute between the employee concerned, and if the employee requests, the union and/or employee's representative, and the employee's immediate supervisor.
- (c) If the matter is not resolved between the supervisor and the employee then the employee may request that the matter be referred to the relevant manager for a discussion between the parties. This discussion is to be held within forty-eight (48) hours of notification.
- (d) Should the grievance/dispute still remain unresolved, the employee may request that the matter be referred to the relevant Director and Manager Human Resources for a discussion between the parties. This discussion is to be held within forty-eight (48) hours of written notification.
- (e) Despite any grievance/dispute in relation to the operation of this Agreement or otherwise, work shall nevertheless continue whilst the following procedures are carried out, except where there is a genuine risk to health and safety. An employee must comply with any lawful direction given by her/his manager to perform alternative work arrangements. Work must be appropriate for the employee to perform. Queensland workplace health and safety laws shall apply.

2.1.2 *Where grievance/dispute cannot be resolved at workplace level*

If the matter remains unresolved, then the grievance/dispute shall be referred to the Queensland Industrial Relations Commission (QIRC) for it to be conciliated and/or arbitrated. Once referred to the QIRC the parties are bound by the outcome, subject to the parties' right of appeal under the Act.

2.2 **Types of employment**

2.2.1 *Part time employment*

Office-based part time employees are to work no more than 36.25 hours per week and all hours worked over and above the 36.25 hours of work per week shall be paid at the relevant overtime rates of pay.

If a part time employee is asked to work over and above their mutually agreed hours, those hours that were agreed upon at their initial appointment to the role, and accepts or volunteers to work overtime and does so, they shall be paid at ordinary rates. However, if a part time employee is directed to work overtime then they shall be paid at the relevant overtime rates.

Example One - if a part time employee who is employed to work 20 hours per week and volunteers to work an additional day of 7.25 hours they will be paid 27.25 hours at ordinary rates.

Example Two - If the part time employee is directed to work the additional day of 7.25 hours the 7.25 hours shall be paid at the appropriate overtime rate.

All part time employees have a right to refuse unreasonable amounts of overtime.

2.3 **Hours of work**

Scenic Rim Regional Council provides for flexible working arrangements to support work and family harmony providing the increased flexibility contributes to greater productivity.

2.3.1 *Span of hours*

- (a) The span of daily working hours will be as follows except where core times are altered for a particular section:

Earliest Starting Time	6.00am
Latest Finishing Time	6.00pm

Operational Employees - By mutual agreement only, the above span of hours may be varied by up to one hour either side.

- (b) For operational employees working in Parks and Gardens, street cleaning gangs and in circumstances where there are special events, the span of hours on Monday through Friday will be:

Earliest Starting Time 5.00am
 Latest Finishing Time 6.00pm

Employees working outside of these hours will not be paid for any such duty unless they have been specifically directed to do so by their supervisor/manager, in which case, overtime provisions contained in the relevant Award will apply.

2.3.2 *Operational Supervisors payment of 1.75 hours over and above 36.25 hours*

The ordinary hours of duty of officers having other workers under their immediate supervision shall if so determined by the employing respondent be the same as the ordinary hours of the workers supervised, e.g. where the officer is employed to work 36.25 hours per week, and the operational employees under their supervision are employed to work 38 hours per week, the 1.75 extra hours required to be worked by the officer shall be paid at overtime rates. The 1.75 hours have been annualised at overtime rates and have been included as such in the wages schedule attached to this agreement. Provided that this clause shall not apply to officers holding professional qualifications, and for the purpose of this clause Engineering Surveyors shall be deemed to be included in that category.

2.3.3 *FLEX time arrangements for office based employees*

Flexitime is intended to provide employees with maximum flexibility in determining their own working hours within each 72.5 hour fortnight. In operation, the flexitime system must be based on recognition by all the parties of the need to maintain service standards and work productivities without increasing existing levels of overtime.

The flexitime system will rely on the development of cooperation and consultation between employees and their supervisors and within organisational sections, to ensure that Council's needs and objectives are met while providing the greatest freedom for employees to select and manage their own working hours.

Definitions of commonly used terms are as follows:

- (a) Bandwith shall mean the time between the start of the morning flex period and the end of the afternoon flex period. This is between 6.00 am and 6.00 pm.
- (b) Nominal Hours shall mean the hours of duties as defined in the Local Government Officer's Award 1998.
- (c) Standard Day shall mean 7 hours 15 minutes.
- (d) Maximum Hours shall mean that the maximum number of hours exclusive of overtime, which can be worked in any one day, is ten (10) hours.
- (e) Core Time shall mean the periods during the day when all employees are normally required to be present. Core times are 9.00 am to 12.00 noon and 2.00 pm to 3.30 pm, except where mutually agreed between the Manager of the Department and employees, core times may be altered to suit the work requirements of a particular area.
- (f) Flex Debit shall mean an allowable amount below the normal hours that an officer is required to work. For example, if an officer has worked six (6) hours on one day, a flex debit of 1 hour 15 minutes is accrued for that day. Flex debit may be shown as (-) on timesheets.
- (g) Flex Credit shall mean an allowable amount above the normal hours that an officer is required to work. For example, if an officer has worked eight (8) hours on one day, a flex credit of 45 minutes is accrued for that day. Flex credit may be shown as (+) on timesheets.
- (h) Settlement Period shall mean a period of ten (10) working days during which an officer is required to work a normal total of 72 hours 30 minutes.
- (i) Core Leave Time shall mean an approved absence during core time. An officer may only take core time leave if they have sufficient flex credits to cover the absence.
- (j) Carryover shall mean the amount of flex credit or, in certain approved instances, flex debit that may be carried over into the next settlement period.
- (k) Officer shall mean all employees except those specifically excluded from participation in flex time arrangements.
- (l) A rest pause or morning tea break of twenty (20) minutes duration during the first half of each ordinary working day is to be taken separately from the lunch break and shall be at a time and rostered in such a way as to not interfere with the continuity of operations.

Cooperation and supervision

Officers must at all times comply with directions given by their supervisors regarding hours of attendance.

Time recording

Their supervisor approves and is responsible for the approval and relevant sign-off of Flex Sheets on a fortnightly basis.

Officers participating in flextime are required to record on their attendance record:

- Actual times for commencing and ceasing work each day;
- The period of time taken for the lunch break;
- Absences for short periods during the day and other leave.

Each officer should maintain an up to date attendance record, calculating the time worked and accrued flex credits and flex debits at the end of each day.

Supervisors are responsible for ensuring that their section's service obligations are met in full and they should actively encourage officers under their supervision to use the benefits of the flextime system in a responsible manner.

In recognising the varying requirements of each unit or section, supervisors have the discretion to specify the actual manner in which flextime will operate within their section. This discretion should be exercised in consultation with section officers to achieve the most satisfactory outcomes.

Officers are to consult and cooperate with their supervisors at all times.

Supervisors are further responsible for monitoring and managing each officer's attendance patterns and where these are found to be unsatisfactory; the supervisor should immediately counsel the officer. If, despite counselling by the supervisor, an officer's attendance pattern continues to be unsatisfactory, the matter should be referred to the relevant Director for further action.

At any time during the period 6.00 am to 6.00 pm when the supervisor is absent, the next most senior officer should assume responsibility for the section.

Application

The majority of staff who work 36.25 hours per week and whose conditions of employment are in accordance with the Queensland Local Government Officers' Award 1998 will be eligible to participate in flextime. Exceptions to this will be:

- Those staff whose normal hours of duty differ from 36.25 hours per week whose duties are tied to operational employees' hours, i.e. 38 hours per week. These Operational Supervisors shall operate on a nine (9) day fortnight system as per clause 2.3.4 of this Agreement;
- Where there is a need to maintain continuous service during normal hours;
- Executive Officers' participation in flex time is restricted to a maximum equivalent to five (5) standard days flex leave per year.

Council will at all times reserve the right to determine who may be excluded from participation.

Notification of absence

Officers are required to notify their supervisor of any absence that is not authorised by 8.30 am.

Failure to notify of an absence may result in deduction from salary, disciplinary action or exclusion from participation in flextime.

Lunch break

Officers must take an unpaid lunch break of a minimum of one half-hour between 12.00 noon and 2.00 pm.

A lunch break must be taken after an officer has worked continuously for five (5) hours. For example, if an officer commences work at 8.00 am, they must commence their lunch break not later than 1.00 pm.

Officers are encouraged not to take their lunch break at their normal workstation if other officers are continuing to work in the vicinity. If it is not possible to take their lunch break away from their workstation, officers should ensure that the

needs of those who are continuing to work are respected.

Settlement period

The settlement period will be fortnightly corresponding with the pay period.

Carryover to next settlement period

Officers will be allowed to carryover from one settlement period to the next a flex credit of five (5) nominal working days (36.25 hours). Carryover of a flex debit will not normally be permitted.

Flex credit and debt build up

Officers will be allowed to accrue flex credits and incur flex debits during the settlement period.

The following provisions will apply to the accrual of flex credits and flex debits.

(a) Flex Credit

At no time may accrued flex credits exceed 36.25 hours.

(b) Flex Debit

The maximum flex debit at any time during the settlement period is one nominal working day (7 hours 15 minutes).

Core time leave

Officers will be allowed to take a maximum of two full core time leave periods in any settlement period.

Examples: Two (2) mornings; or,
 Two (2) afternoons; or
 One (1) morning one (1) afternoon, either separately or as a full day

Core time leave can only be taken subject to flex credits being accrued prior to being used for core leave time.

Prior approval of the supervisor must be obtained with oral approval being satisfactory.

- Core leave time can be taken on only two occasions in any settlement period. An exception to this provision may be authorised by the supervisor after approval of the relevant Director.
- The full extent of core time leave (that is, two periods in one day) cannot be taken on each of two consecutive days and this extends to include two consecutive days in different settlement periods. An exception to this provision may be authorised by the supervisor after approval of the relevant Director.
- When core leave time is taken on the day immediately preceding or following annual leave, such periods will not be included in any payment of higher duty allowance.

Sick leave during flextime off

Should an officer become ill on an approved day off they may apply for sick leave equivalent to a standard day of 7 hours 15 minutes.

Bereavement leave

Flex leave may be taken instead of or in addition to bereavement leave where such leave conforms to bereavement leave provisions.

Overtime

In general, the amount of overtime worked should neither increase nor decrease as a result of flextime.

Overtime shall be payable when specifically directed that such time be worked - Monday to Friday - as follows:

- (a) For any work outside the bandwidth.

- (b) For work performed in excess of ten (10) hours in any one day.
- (c) For work performed outside nominal hours when a flex credit of 36.25 hours would be exceeded.
- (d) In all instances, overtime will be paid only with the approval of the supervisor. In the case of (c) above, overtime will not be paid for time worked which results in flex credits exceeding 36.25 hours without prior written approval of the authorised officer.

2.3.4 *Nine Day Fortnight for Operational Employees and Operational Supervisors*

- (a) A nine day fortnight arrangement will apply to those employees who work a 38 hour week and whose conditions of employment are in accordance with the Awards listed at clause 1.5 (and those of clause 2.3.2 supervisors of operational employees) except the Local Government Officers' Award.
- (b) The ordinary working hours will be based upon a 76 hour fortnight work cycle with one (1) rostered day off (RDO) per work cycle providing an effective nine (9) days worked per fortnight.
- (c) Moving an RDO within a fortnightly pay period - Any employee required, by mutual agreement, to work on a Rostered Day Off will be paid in accordance with applicable Award provisions unless, the Rostered Day Off can be taken on another day without overtime payment within that pay period.
- (d) Any employee who is directed to work on a Rostered Day Off will be paid the relevant overtime rate.

2.3.5 *Arrangements for workshop staff*

- (a) Employees working within Council's maintenance workshop will work those ordinary hours, which coincide with the hours worked by operational employees.
- (b) Workshop employees will have a half-hour meal break around midday.
- (c) Emergency or urgent repairs will be performed by suitably qualified staff where required outside the span of hours or in excess of ordinary hours to minimise operational delays relating to plant and/or equipment and paid at overtime rates where applicable.
- (d) RDOs are to be taken on a rostered basis spread over the working fortnight.

2.3.6 *Banking arrangements for rostered days off (RDOs) for operational staff*

Up to five (5) RDOs can be accrued during peak periods to be taken off during periods of low work activity or in conjunction with Annual Leave as agreed with supervisors.

2.3.7 *Banking arrangements for rostered days off (RDOs) for supervisors of operational staff*

Up to five (5) RDOs can be accrued during peak periods to be taken off during periods of low work activity or in conjunction with Annual Leave as agreed with their supervisor.

PART 3 – WAGES AND ALLOWANCES

3.1 Salary increase

This Agreement provides for the following wage and salary increases (refer to Schedule One).

3.1.1 *Increase one*

Payable from 1 January 2012 an increase of 3.5% or \$34 whichever is the greater. The 2.4% increase that Council had already implemented from 1 January 2012 is part of this increase and not in addition to it.

3.1.2 *Increase two*

Payable from 1 January 2013 an increase of 3.5% or \$34 whichever is the greater.

3.1.3 *Increase three*

Payable from 1 January 2014 an increase of 3.5% or \$34 whichever is the greater.

3.2 Level one (1) classification – office-based employees

All employees employed with Scenic Rim Regional Council prior to the date of certification of the Agreement, excluding casuals, cadets, trainees and entry point employees, who were employed at level one (1) classification and were entitled to automatic progression to level two (2) classification in accordance with clause 3.2 in the Scenic Rim Regional Council Enterprise Bargaining Certified Agreement 2009-2011 will maintain their entitlement to automatically progress to level two (2) classification.

All employees employed after the date of certification of the Agreement shall be employed in accordance with the relevant parent award and clause 3.2 in the Scenic Rim Regional Council Enterprise Bargaining Certified Agreement 2009-2011 shall not apply.

3.3 Personal performance development plan

3.3.1 Office-based employees

Movement to the next highest salary point within a classification level will only be by annual increment subject to satisfactory performance for the previous twelve months in accordance with a Personal Performance Development Plan. Where a manager fails to complete the employees Personal Performance Development Plan with no fault of the employee the employee will be deemed to have passed the Personal Performance Development Plan. The purpose of this system is for employees to be provided with relevant and constructive feedback from management and also to participate in staff development and career planning opportunities.

Operational Supervisors shall be subject to this clause.

3.3.2 Operational employees

Operational staff will also be required to participate in the annual Personal Performance Development Plan for the same purposes as described in 3.3.1 excluding the annual increment.

3.4 Allowances

3.4.1 Availability/on-call

Where an employee is directed/instructed to perform work either remotely or through attendance at a Council worksite outside of normal working hours, the employee is to be available for work and must be readily accessible and in a fit state if called upon to perform work.

(a) Operational employees

Monday to Saturday - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$15.46 (indexed to the wage increase percentile as agreed in this Agreement) for each day and/or night during which the employee remains on call.

Operational employees shall be paid as per the relevant award, with the allowance increasing by 3.5% from 1 January, 2012, 1 January, 2013 and 1 January, 2014.

Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for a working day of eight (8) hours.

Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours.

Provided further, if the time worked by the employee at overtime rates is eight (8) hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.

An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the employer's premises outside ordinary hours to perform a specific job.

(b) Office-based employees and Operational Supervisors

The rate of \$212.00 per week will be paid to the employees under the QLGOA for on call/standby, with the provision

for crediting of annual leave for public holidays which fall when an employee is on call, but with no provision for the payment of eight (8) hours ordinary pay for Sunday or public holiday while on call/standby.

This allowance shall rise to \$224.00 per week from the 1st of January, 2013 and then to \$236.00 per week from the 1st of January, 2014.

3.4.2 *Workplace health and safety representatives*

An employee appointed and trained as a Workplace Health and Safety Representative and who attends and participates in the Workplace Health and Safety Representative meetings will receive an allowance of \$16 per week.

3.4.3 *Annualisation of wages/Salaries – operational employees*

An allowance may be paid at a rate for the actual time involved in performing a set task or as a certain payment per fortnight or where it is annualised as part of an employee's salary.

To simplify the payment of wages and applicable allowances, standard allowances will be annualised and incorporated as part of the base wages or salary.

For the purposes of this annualisation, the following provisions will apply:

- Standard allowances applicable to each position classification or level will be identified, the annual amount of these allowances calculated, divided into equal increments based on the number of pay periods per year and this amount added to the ordinary pay rate paid in each period.
- Any non-standard allowances not included in the annualised wage but provided for in the Award will form additional payments on an as claimed basis.
- Overtime or call-outs worked in excess of clause 2.3 Hours of Work will be paid in accordance with applicable Award provisions.

Standard allowances to be annualised as follows:

- Construction Workers Allowance - All employees, other than TPOs and Assistant TPOs, employed in accordance with the Local Government Employees' (excluding Brisbane City Council) Award – State 2003
- Tool & Travel Allowance – Carpenters and Plumbers employed in accordance with the Building Trades Public Sector Award – State 2002
- Tool Allowance & Dirt Money– Fitters employed in accordance with Engineering Award – State 2002 (this does not include Live Sewer Allowance).

3.4.4 *Annual leave loading*

Annual leave loading will be incorporated into the annualised wage.

PART 4 – LEAVE PROVISIONS

4.1 Sick leave

All employees are entitled to fifteen (15) days Personal/Sick Leave each calendar year. Personal/Sick leave, as set out below, shall accumulate on an ongoing basis and there is no sick leave cap.

Full time employees whose ordinary hours of work are 36.25 hours per week shall be entitled to 108.75 hours of Personal/Sick leave for each completed year of service.

Full time employees whose ordinary hours of work are 38 hours per week shall be entitled to 114 hour of Personal/Sick leave for each completed year of service.

Part time employees shall accrue leave on a pro-rata basis of full time employees undertaking the same type of work.

4.2 Sick leave credit to annual leave

Employees who fall ill during annual leave may claim back their annual leave from their sick leave entitlement on provision of a medical certificate and provided the days ill are five working days or more.

4.3 Maternity leave pay

Eight (8) weeks paid maternity leave or sixteen (16) weeks at half pay will be available to all employees eligible for

maternity leave pursuant to clause 4.5 of this Agreement. Paid maternity leave will be effective from the date of the commencement of maternity leave and forms part of the fifty-two (52) weeks parental leave entitlement.

4.4 Paternity leave pay

Two (2) weeks paid paternity leave will be available to all employees eligible for paternity leave.

4.5 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:

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

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:

- (a) the employee or employee's spouse is pregnant; or
- (b) 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.

4.5.1 Definitions

- (a) For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) Subject to clause (c) hereof, in this clause, spouse includes a de facto or former spouse.
- (c) In relation to clause 4.5.7 hereof, spouse includes a de facto spouse but does not include a former spouse.

4.5.2 Basic entitlement

- (a) 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.
- (b) Subject to 4.5.5(f) hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (i) for maternity and paternity leave, an unbroken period of up to two weeks at the time of the birth of the child;
 - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

4.5.3 Variation of period of parental leave

Where an employee takes leave under clause 4.5.2(a) or 4.5.4(a)(ii), 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 is 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 4.5.2 or the right to request in clause 4.5.4.

4.5.4 Right to request

- (a) An employee entitled to parental leave pursuant to the provisions of clause 4.5.2 may request the employer to

allow the employee:

- (i) To extend the period of simultaneous unpaid parental leave provided for in clauses 4.5.2(b)(i) and 4.5.2(b)(ii) up to a maximum of eight weeks;
- (ii) To extend the period of unpaid parental leave provided for in clause 4.5.2(a) by a further continuous period of leave not exceeding 12 months;
- (iii) 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.

(b) 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.

(c) Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 4.5.4(a)(ii) and 4.5.4(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under clause 4.5.4(a)(iii) 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.

4.5.5 *Maternity leave*

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

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

(b) When the employee gives notice under 4.5.5(a)(i) 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.

(c) 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.

(d) Subject to clause 4.5.2(a) 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.

(e) 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.

(f) Special maternity leave

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) Where leave is granted under clause 4.5.5(d) 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.

4.5.6 *Paternity leave*

- (a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
- (i) 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
 - (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (iii) except in relation to leave taken simultaneously with the child's mother under clauses 4.5.2(b)(i), 4.5.2(b)(ii) and 4.5.4(a)(i), a statutory declaration stating:
 - that he will take that period of paternity leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by his spouse; and
 - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (b) The employee will not be in breach of clause 4.5.6(a) 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.

4.5.7 *Adoption leave*

- (a) 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.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) 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.
- (f) 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.

4.5.8 *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 4.5.4.

4.5.9 *Transfer to a safe job*

- (a) 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.
- (b) 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.

4.5.10 *Returning to work after a period of parental leave*

- (a) 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.
- (b) 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 clause 4.5.9, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) 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.
- (d) 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.
- (e) 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.

4.5.11 *Replacement employees*

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

4.5.12 *Communication during parental leave*

- (a) 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:
 - (i) 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
 - (ii) 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.
- (b) 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.
- (c) 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 4.5.12(a).

4.6 Annual leave

Scenic Rim Regional Council provides for flexible working arrangements to support work and family harmony providing the increased flexibility contributes to greater productivity.

- 4.6.1 Employees will be entitled to four (4) weeks annual leave on full pay within a twelve (12) month period which is accrued proportionately on a fortnightly basis.
- 4.6.2 Part Time employees will be entitled to four (4) weeks annual leave on full pay within a twelve (12) month period which will be calculated on a pro-rata basis.
- 4.6.3 It is preferred that the balance of the employee's accrued annual leave entitlement be scheduled to be taken in regular and consistent blocks of time subject to the requirement of the business needs of the organisation, however flexibility will be retained to enable employees to schedule annual leave at other times.
- 4.6.4 Employees are to participate in annual leave planning by submitting a provisional application for annual leave every six (6) months.
- 4.6.5 Employees must apply for annual leave at least six (6) weeks before the planned commencement of annual leave and approval of annual leave will be as agreed between the employee and their supervisor unless a lesser

period of notice is agreed upon.

- 4.6.6 Employees requiring annual leave in exceptional circumstances and unable to give the required six (6) weeks notification must direct their application for leave to the Manager of the Department through their supervisor with genuine reasons for the leave requests.
- 4.6.7 In processing applications for annual leave, consideration must be given to minimising disruption to planned works programs and accommodating employee needs.
- 4.6.8 Employees who have applied for annual leave will receive a response as to whether their request for annual leave has been approved or denied within seven (7) working days of receipt of the request.
- 4.6.9 Employees within the Workshop section will continue to take annual leave on a rostered basis throughout the year and rostering of this leave may not be affected by the closedown periods applying to other sections of the workforce.
- 4.6.10 *Christmas closedown – operational staff and operational supervisors*
- (a) One (1) week minimum closedown to be mandatory over the Christmas period. The public holidays will be supplemented by banked RDO's and/or annual leave if required.
- (b) Skeleton crews as required will operate during this period.

4.6.11 *Christmas closedown – office based staff*

Employees are able to bank up to five (5) days off per annum for accrual of leave for the Christmas/New Year closedown period only. Where the accrued time is in excess of five (5) days and is unable to be taken due to service/operational requirements it must be taken within three (3) months of the new calendar year.

If an employee has not been able to accrue the required amount of time to take part in the Christmas close down then other options will be explored and implemented. These options will include the accessing of annual leave or leave without pay.

4.7 Long service leave

- 4.7.1 Long service leave for all employees will be paid on the basis of thirteen (13) weeks leave after ten (10) years services with pro rata entitlement after seven (7) years service.
- 4.7.2 On completion of an initial qualifying period of seven (7) years continuous service and immediately after completion of such period, an employee shall become entitled to pro rata long service leave.
- 4.7.3 Long service leave may be taken in broken periods of not less than one (1) week duration.
- 4.7.4 Alternatively, employees may be entitled to twenty six (26) weeks long service leave on half pay under the following provisions:
- This will be based on the exigencies of service with service being the priority.
 - Applications must be made in writing and approved by the Director.
 - Each application will be decided based on individual merit.

4.8 Carer's leave

An employee is entitled to carer's leave for the purpose of caring for a member of his or her immediate family who is ill or a member of his or her household who is ill and/or requires the employee's immediate care and support. However, an employee is not entitled to take carer's leave for a particular period if another person has taken leave to care for the person for the same period.

Requests for carer's leave in the following circumstances will require a medical certificate from a qualified medical practitioner, or other evidence of illness to the satisfaction of the employer:

- 4.8.1 For any period of paid carer's leave which exceeds two (2) working days; and
- 4.8.2 After five (5) carer's leave days have been taken without a medical certificate in a financial year. If in the event an employee exceeds five (5) uncertified carer's days in a financial year period, council's absenteeism management process is to be implemented when five (5) days carer's leave without a medical certificate has been taken.

4.8.3 In the event that the primary carer of a family member (e.g. child) is incapacitated (e.g. hospitalised), an employee may access carer's leave to look after that family member. To qualify employees will need to be employed by council for a minimum of twelve (12) months and provide council with a letter from a qualified medical practitioner substantiating the requirement to care for the family member.

Immediate family, in relation to an employee, includes:

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

5 PART 5 – MISCELLANEOUS PROVISIONS

5.1 Performance improvements

5.1.1 Works

The objectives for building the new organisation of Scenic Rim Regional Council in regards to the Works Department are as follows:

- The delivery of the program of Works (capital and maintenance) within each financial year;
- To achieve the highest possible productivity levels and provide supporting evidence of achievements;
- To maximise fleet utilisation to ensure plant sustainability;
- Where Council performs Contract and Alliance works, to achieve maximum profitability while achieving agreed outcomes;
- To maintain organisational availability and responsiveness to the community at all times;
- To promote a professional and accountable image to the community; and
- To ensure Council employees are provided a safe and enjoyable workplace, the promotion of work/life balance, the provision of career opportunities and personal development, as well as multi-skilled capabilities.

5.2 Superannuation

The parties will comply with the requirements of the Local Government Superannuation Scheme and Chapter 13 of the Queensland Local Government Act 1993 (as amended). In addition, Council will contribute a further 0.5%.

5.3 Staff meetings

All attendances at staff meetings will be paid at the ordinary rate of pay. No overtime is applicable for employees attending staff meetings, including any travel time or any hours above that of an ordinary day. This relates only to the staff briefing sessions of the Chief Executive Officer for which up to four (4) staff meetings for duration of no longer than one (1) hour within a one (1) year period will occur.

5.4 Redundancy and redeployment

5.4.1 Council aims to maintain, where possible, employees whose positions have become redundant in continued employment with Council and to retrain such employees where necessary or practical.

5.4.2 Notice period

Any employees whose positions are to be made redundant shall receive thirteen (13) weeks formal notification of impending redundancy as shall their union representative where applicable.

5.4.3 Consultation with relevant union representatives

When it appears that a position or positions are likely to become redundant, the Council shall, at the earliest practicable time, provide all relevant details and consult with the union representatives concerned regarding the reasons for the position or positions being redundant and the number, classification, location and details of the redundant positions.

5.4.4 Redeployment

The Council shall endeavour to find suitable alternative employment within Council for all employees. All such employees shall be individually interviewed to determine what options may exist for retraining for Council.

Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period where the income/salary/wage is equal to or more than the income/salary/wage of the previous position i.e. when the employees income/salary/wage level is equal to that of the lower classification transferred to.

Employees who are transferred to other positions will be eligible for redundancy benefits should it be found within three (3) months by either themselves or the Council that the alternative position is unsatisfactory.

Accrued entitlements - When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employees' accrued entitlements only at the maintained income/salary/wage until the gross annual income/wage/salary of the newly classified position equals and/or surpasses such gross annual income/wage/salary.

In effect, Council agrees that employees classified to a lower level will suffer no financial disadvantage on accrued entitlements.

5.4.5 *Redundancy*

Upon a determination by Council that an employee's position has become redundant, and redeployment cannot be achieved, such employees shall receive notice of involuntary redundancy.

The Chief Executive Officer may, at their discretion, invite applications from employees for voluntary redundancy. Persons whose applications for voluntary redundancy are accepted by the Chief Executive Officer shall be entitled to receive all eligible redundancy benefits at the point of termination.

On termination, eligible employees shall receive an ex-gratia redundancy payment at a rate appropriate to the completed years of service. This redundancy payment is to consist of two (2) weeks payment per year of service as well as a proportionate amount for an incomplete year of service. The employee must receive as a minimum an amount equal to the employee's salary for four (4) weeks.

The total benefit cannot exceed fifty-two (52) weeks, except for the relevant notice period and one (1) extra week for employees over the age of forty-five (45) years.

Eligible employees are those for whom suitable alternative employment cannot be found, whose application for voluntary redundancy has been accepted and who have at least one (1) year service.

Compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit.

Providing each case has the prior approval of the employee's supervisor/manager, leave with pay shall be granted for the purpose of attending personal employment interviews. This sub clause only applies to employees whose positions have been declared redundant.

Each employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment via best endeavour of 28 days before possible termination date.

Employees who are over forty-five (45) years of age will receive an additional one (1) week pay.

5.5 Transmission of business

In this clause "business" includes trades, process, business or occupation and includes part of any such business and "transmission" includes transfer, outsourcing, conveyance, assignment or success whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

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 the Council, elects to become an employee of the transmittee, the Council will ensure that the terms and conditions of employment paid by the transmittee are no less favourable than those which applied to the employment with the Council.

Council shall include as part of tender specifications, and within the contractual arrangements with the Transmittee, the obligation for the Transmittee to apply terms and conditions of employment, including the employer contributions to superannuation, that are no less favourable than those which applied to each transmitted employee at the Council immediately prior to the transmission of business occurring.

Where the Council declares any positions redundant as a consequence of a transmission of business, the following shall apply to affected employees:

- (i) All reasonable steps will be taken to find suitable alternative employment within Council;
- (ii) At the end of the redeployment process, where no suitable offer of redeployment was available to the employee, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement together with all other accumulated entitlements.

5.6 Positive employment relations

Council supports employees' rights to join and maintain financial membership of an organisation that has the right to represent the industrial interests of the employees.

Council also acknowledges that an employee, who is eligible to become a member of an industrial association, may become or remain a member of the association without fear of discrimination.

Union Industrial Officers and Union Delegates

Council acknowledges that union industrial officers and union delegates have a continuing role to play in the improvement of the workplace. The existence of accredited union delegates is supported and Council will not hinder accredited delegates in the reasonable and responsible performances of their duties.

Union industrial officers and union delegates will have access to Council e-mail system, telephones, printers and photocopiers in accordance with Council Policies, Code of Conduct and guidelines that can be considered to be reasonable and cost effective to the Council.

Accredited union industrial officers and union delegates shall have access to Council communication systems to communicate with staff.

Where information is to be disseminated via global e-mail to all staff, or to a group of staff that may include non-union members, the message must be approved by the Chief Executive Officer before dissemination. Such clearance shall not be unreasonably withheld. When approved by the Chief Executive Officer, Council's e-mail system may be used.

Information that is more specific and generally intended only for union members does not need clearance by the Chief Executive Officer before dissemination. Such information may be put by delegates on notice boards, including the electronic Bulletin Board. Council's e-mail system may be used for circulating messages in these instances, on a selective basis to union members only.

Authorised union industrial officers will have access to meeting rooms in Council buildings to undertake meetings, investigate concerns or interview members in accordance with Section 373 of the Industrial Relations Act 1999 (Queensland).

Where an official union meeting is called during work time, providing there is minimal disruption to normal "day to day" operation, and providing adequate notice of at least 24 hours notice is provided and obtaining the approval of the Chief Executive Officer is given, then that time shall be considered paid time. The union official shall advise the employer in advance (at least 24 hours notice) of their visit to the workplace.

5.7 Trade union training leave

Five (5) working day's leave (non-cumulative) shall be granted to employees who submit a written application endorsed by the relevant union to attend courses and seminars conducted by the union.

Such requests will be approved where at least one (1) month notice (where practicable) is provided and where the leave does not significantly disrupt the service delivery provided by the employees work unit.

5.8 Recruitment and selection

The parties acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation. Council will make all meaningful attempts to 'promote from within', building on the current knowledge base within Council, whilst offering developmental opportunities for employees. In the first instance, Council will consider existing staff within Council before recruiting externally.

Council will advertise positions on notice boards and electronically for all internally advertised positions.

All positions graded at Level 5 and below according to both the Queensland Local Government Officers' Award and the Queensland Local Government Employees' Award shall be advertised internally for ten (10) working days subject to the discretion of the Chief Executive Officer. All positions graded at Level 6 and above according to both the

Queensland Local Government Officers' Award and the Queensland Local Government Employees' Award shall be advertised concurrently subject to the discretion of the Chief Executive Officer.

5.9 Employment security

Council recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that Council must operate within the community expectations as determined by their elected councillors, State laws, available funds and budgeted priorities, and the terms of this Agreement. The parties agree that the best way to provide ongoing security of employment in Council is for managers and employees to deliver the services and infrastructure required by the community as efficiently and effectively as possible.

5.10 Consultation with Local Government Employment Group (LGEG)

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Local Government Employment Group (LGEG) will continue and be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.

The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.

It is agreed that the LGEG will be the committee through which genuine consultation and discussion regarding any major workplace reform or changes will occur between council, employees and the relevant unions. The LGEG will meet every six (6) months, provided that the parties may request additional meetings when needed.

5.11 Shared services and contracting out

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. Council may determine to contract outsourced works and services in the following circumstances:

- In the event of a critical shortage of skilled staff
- 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

5.12 Organisational change

5.12.1 Council's duty to notify

Where Council decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and their Union or Unions that are a party to this Agreement.

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

Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

5.12.2 Council's duty to consult

Council shall consult the employees affected and their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

The consultation shall occur as soon as practicable after making the decision referred to above.

For the purpose of such consultation Council shall provide in writing to the employees concerned and the relevant Union or Unions who are a party to this Agreement 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 affect

employees:

Provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

5.13 Solid Waste Operations

Schedule B to this agreement applies to only those employees engaged as Tip Masters at all Scenic Rim Regional Council Waste Management Facilities.

SIGNATORIES

Signed for and on behalf of **Scenic Rim Regional Council**..... P. Murphy
In the presence of N. Verreyne

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Jenny Thomas
In the presence of:..... Neil Honderson

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

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland R.D. Webb
In the presence of:..... Patrick Newman

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland W. Ludwig
In the presence of:..... E. Martin

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 Transport Workers' Union of Employees
(Queensland Branch) P. Biagini
In the presence of:..... M. Cerrato

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

SCHEDULE A – WAGES

Local Government Officers' Award – 36.25 Hours per Week

Level	Step	01 Jan 2012 - 31 Dec 2012			01 Jan 2013 - 31 Dec 2013			01 Jan 2014 - 31 Dec 2014		
		Hour	Week	Annual	Hour	Week	Annual	Hour	Week	Annual
Level 1	0	\$ 23.60	\$ 855.44	\$ 44,483.06	\$ 24.55	\$ 889.90	\$ 46,274.86	\$ 25.50	\$ 924.36	\$ 48,066.66
Level 1	1	\$ 23.89	\$ 866.05	\$ 45,034.86	\$ 24.84	\$ 900.51	\$ 46,826.66	\$ 25.79	\$ 934.97	\$ 48,618.46
Level 1	2	\$ 24.30	\$ 880.87	\$ 45,805.47	\$ 25.25	\$ 915.33	\$ 47,597.27	\$ 26.20	\$ 949.79	\$ 49,389.07
Level 1	3	\$ 24.74	\$ 896.88	\$ 46,637.53	\$ 25.69	\$ 931.33	\$ 48,429.33	\$ 26.64	\$ 965.79	\$ 50,221.13
Level 1	4	\$ 25.20	\$ 913.45	\$ 47,499.25	\$ 26.15	\$ 947.90	\$ 49,291.05	\$ 27.10	\$ 982.36	\$ 51,082.85
Level 1	5	\$ 25.69	\$ 931.38	\$ 48,431.57	\$ 26.64	\$ 965.83	\$ 50,223.37	\$ 27.59	\$ 1,000.29	\$ 52,015.17
Level 2	0	\$ 26.32	\$ 954.00	\$ 49,608.24	\$ 27.27	\$ 988.46	\$ 51,400.04	\$ 28.22	\$ 1,023.06	\$ 53,199.04
Level 2	1	\$ 26.93	\$ 976.35	\$ 50,770.28	\$ 27.88	\$ 1,010.81	\$ 52,562.08	\$ 28.86	\$ 1,046.19	\$ 54,401.75
Level 2	2	\$ 27.57	\$ 999.53	\$ 51,975.58	\$ 28.54	\$ 1,034.51	\$ 53,794.73	\$ 29.54	\$ 1,070.72	\$ 55,677.54
Level 2	3	\$ 28.22	\$ 1,023.10	\$ 53,200.96	\$ 29.21	\$ 1,058.90	\$ 55,062.99	\$ 30.23	\$ 1,095.97	\$ 56,990.20
Level 3	0	\$ 28.92	\$ 1,048.21	\$ 54,506.86	\$ 29.93	\$ 1,084.90	\$ 56,414.60	\$ 30.98	\$ 1,122.87	\$ 58,389.11
Level 3	1	\$ 29.62	\$ 1,073.83	\$ 55,838.99	\$ 30.66	\$ 1,111.41	\$ 57,793.36	\$ 31.73	\$ 1,150.31	\$ 59,816.12
Level 3	2	\$ 30.35	\$ 1,100.04	\$ 57,202.30	\$ 31.41	\$ 1,138.55	\$ 59,204.38	\$ 32.51	\$ 1,178.39	\$ 61,276.53
Level 3	3	\$ 31.07	\$ 1,126.25	\$ 58,564.97	\$ 32.16	\$ 1,165.67	\$ 60,614.74	\$ 33.28	\$ 1,206.47	\$ 62,736.26
Level 4	0	\$ 31.79	\$ 1,152.38	\$ 59,923.83	\$ 32.90	\$ 1,192.71	\$ 62,021.16	\$ 34.05	\$ 1,234.46	\$ 64,191.90
Level 4	1	\$ 32.51	\$ 1,178.64	\$ 61,289.04	\$ 33.65	\$ 1,219.89	\$ 63,434.15	\$ 34.83	\$ 1,262.58	\$ 65,654.35
Level 4	2	\$ 33.24	\$ 1,204.82	\$ 62,650.44	\$ 34.40	\$ 1,246.98	\$ 64,843.20	\$ 35.60	\$ 1,290.63	\$ 67,112.71
Level 4	3	\$ 33.96	\$ 1,231.01	\$ 64,012.47	\$ 35.15	\$ 1,274.09	\$ 66,252.91	\$ 36.38	\$ 1,318.69	\$ 68,571.76
Level 5	0	\$ 34.68	\$ 1,257.19	\$ 65,373.87	\$ 35.89	\$ 1,301.19	\$ 67,661.96	\$ 37.15	\$ 1,346.73	\$ 70,030.13
Level 5	1	\$ 35.40	\$ 1,283.40	\$ 66,736.54	\$ 36.64	\$ 1,328.31	\$ 69,072.32	\$ 37.93	\$ 1,374.80	\$ 71,489.85
Level 5	2	\$ 36.13	\$ 1,309.60	\$ 68,099.21	\$ 37.39	\$ 1,355.44	\$ 70,482.68	\$ 38.70	\$ 1,402.88	\$ 72,949.58
Level 6	0	\$ 37.33	\$ 1,353.30	\$ 70,371.81	\$ 38.64	\$ 1,400.67	\$ 72,834.82	\$ 39.99	\$ 1,449.69	\$ 75,384.04
Level 6	1	\$ 38.54	\$ 1,396.96	\$ 72,641.87	\$ 39.89	\$ 1,445.85	\$ 75,184.33	\$ 41.28	\$ 1,496.46	\$ 77,815.79
Level 6	2	\$ 39.74	\$ 1,440.61	\$ 74,911.93	\$ 41.13	\$ 1,491.04	\$ 77,533.85	\$ 42.57	\$ 1,543.22	\$ 80,247.53
Level 7	0	\$ 40.95	\$ 1,484.27	\$ 77,181.99	\$ 42.38	\$ 1,536.22	\$ 79,883.36	\$ 43.86	\$ 1,589.99	\$ 82,679.27
Level 7	1	\$ 42.15	\$ 1,527.92	\$ 79,452.04	\$ 43.62	\$ 1,581.40	\$ 82,232.87	\$ 45.15	\$ 1,636.75	\$ 85,111.02
Level 7	2	\$ 43.35	\$ 1,571.60	\$ 81,723.37	\$ 44.87	\$ 1,626.61	\$ 84,583.69	\$ 46.44	\$ 1,683.54	\$ 87,544.12
Level 8	0	\$ 44.80	\$ 1,624.01	\$ 84,448.71	\$ 46.37	\$ 1,680.85	\$ 87,404.42	\$ 47.99	\$ 1,739.68	\$ 90,463.57
Level 8	1	\$ 46.25	\$ 1,676.44	\$ 87,174.69	\$ 47.87	\$ 1,735.11	\$ 90,225.80	\$ 49.54	\$ 1,795.84	\$ 93,383.71
Level 8	2	\$ 47.69	\$ 1,728.82	\$ 89,898.76	\$ 49.36	\$ 1,789.33	\$ 93,045.21	\$ 51.09	\$ 1,851.96	\$ 96,301.80
Level 8	3	\$ 49.05	\$ 1,778.17	\$ 92,464.83	\$ 50.77	\$ 1,840.41	\$ 95,701.10	\$ 52.55	\$ 1,904.82	\$ 99,050.64
Level 8	4	\$ 50.45	\$ 1,828.89	\$ 95,102.20	\$ 52.22	\$ 1,892.90	\$ 98,430.78	\$ 54.05	\$ 1,959.15	\$ 101,875.85

Note: Includes annualised Leave Loading

Local Government Officers' Award – 38 Hours per Week

Level	Step	01 Jan 2012 - 31 Dec 2012			01 Jan 2013 - 31 Dec 2013			01 Jan 2014 - 31 Dec 2014		
		Hour	Week	Annual	Hour	Week	Annual	Hour	Week	Annual
Level 2	0	\$ 27.53	\$ 1,046.15	\$ 54,399.57	\$ 28.53	\$ 1,084.05	\$ 56,370.61	\$ 29.53	\$ 1,121.99	\$ 58,343.58
Level 2	1	\$ 28.21	\$ 1,072.17	\$ 55,752.72	\$ 29.21	\$ 1,110.07	\$ 57,723.76	\$ 30.23	\$ 1,148.92	\$ 59,744.10
Level 2	2	\$ 28.90	\$ 1,098.19	\$ 57,105.88	\$ 29.91	\$ 1,136.63	\$ 59,104.58	\$ 30.96	\$ 1,176.41	\$ 61,173.24
Level 2	3	\$ 29.59	\$ 1,124.34	\$ 58,465.55	\$ 30.62	\$ 1,163.69	\$ 60,511.85	\$ 31.70	\$ 1,204.42	\$ 62,629.76
Level 3	0	\$ 30.30	\$ 1,151.25	\$ 59,864.76	\$ 31.36	\$ 1,191.54	\$ 61,960.03	\$ 32.45	\$ 1,233.24	\$ 64,128.63
Level 3	1	\$ 31.02	\$ 1,178.69	\$ 61,292.08	\$ 32.10	\$ 1,219.95	\$ 63,437.30	\$ 33.23	\$ 1,262.65	\$ 65,657.60
Level 3	2	\$ 31.76	\$ 1,206.78	\$ 62,752.79	\$ 32.87	\$ 1,249.02	\$ 64,949.14	\$ 34.02	\$ 1,292.74	\$ 67,222.36
Level 3	3	\$ 32.50	\$ 1,234.86	\$ 64,212.83	\$ 33.63	\$ 1,278.08	\$ 66,460.28	\$ 34.81	\$ 1,322.82	\$ 68,786.39
Level 4	0	\$ 33.23	\$ 1,262.86	\$ 65,668.78	\$ 34.40	\$ 1,307.06	\$ 67,967.19	\$ 35.60	\$ 1,352.81	\$ 70,346.04
Level 4	1	\$ 33.97	\$ 1,290.99	\$ 67,131.54	\$ 35.16	\$ 1,336.18	\$ 69,481.14	\$ 36.39	\$ 1,382.94	\$ 71,912.98
Level 4	2	\$ 34.71	\$ 1,319.04	\$ 68,590.21	\$ 35.93	\$ 1,365.21	\$ 70,990.87	\$ 37.18	\$ 1,412.99	\$ 73,475.55
Level 4	3	\$ 35.45	\$ 1,347.11	\$ 70,049.57	\$ 36.69	\$ 1,394.26	\$ 72,501.30	\$ 37.98	\$ 1,443.05	\$ 75,038.85
Level 5	0	\$ 36.19	\$ 1,375.16	\$ 71,508.24	\$ 37.45	\$ 1,423.29	\$ 74,011.03	\$ 38.77	\$ 1,473.10	\$ 76,601.42
Level 5	1	\$ 36.93	\$ 1,403.24	\$ 72,968.28	\$ 38.22	\$ 1,452.35	\$ 75,522.17	\$ 39.56	\$ 1,503.18	\$ 78,165.44
Level 5	2	\$ 37.67	\$ 1,431.31	\$ 74,428.31	\$ 38.98	\$ 1,481.41	\$ 77,033.30	\$ 40.35	\$ 1,533.26	\$ 79,729.47
Level 6	0	\$ 38.90	\$ 1,478.14	\$ 76,863.29	\$ 40.26	\$ 1,529.88	\$ 79,553.51	\$ 41.67	\$ 1,583.42	\$ 82,337.88
Level 6	1	\$ 40.13	\$ 1,524.91	\$ 79,295.55	\$ 41.53	\$ 1,578.29	\$ 82,070.90	\$ 42.99	\$ 1,633.53	\$ 84,943.38
Level 6	2	\$ 41.36	\$ 1,571.69	\$ 81,727.81	\$ 42.81	\$ 1,626.70	\$ 84,588.28	\$ 44.31	\$ 1,683.63	\$ 87,548.87
Level 7	0	\$ 41.66	\$ 1,583.11	\$ 82,321.80	\$ 43.12	\$ 1,638.52	\$ 85,203.06	\$ 44.63	\$ 1,695.87	\$ 88,185.17
Level 7	1	\$ 42.86	\$ 1,628.85	\$ 84,699.99	\$ 44.36	\$ 1,685.86	\$ 87,664.49	\$ 45.92	\$ 1,744.86	\$ 90,732.75
Level 7	2	\$ 44.07	\$ 1,674.61	\$ 87,079.52	\$ 45.61	\$ 1,733.22	\$ 90,127.30	\$ 47.21	\$ 1,793.88	\$ 93,281.75

Note: Includes annualised 1.75 hrs @ OT, CWA, Leave Loading

Local Government Employees' Award

Level	01 Jan 2012 - 31 Dec 2012			01 Jan 2013 - 31 Dec 2013			01 Jan 2014 - 31 Dec 2014		
	Hour	Week	Annual	Hour	Week	Annual	Hour	Week	Annual
Level 1	\$ 22.71	\$ 862.99	\$ 44,875.62	\$ 23.64	\$ 898.44	\$ 46,718.64	\$ 24.58	\$ 933.91	\$ 48,563.46
Level 2	\$ 23.00	\$ 874.17	\$ 45,456.90	\$ 23.94	\$ 909.61	\$ 47,299.92	\$ 24.87	\$ 945.09	\$ 49,144.74
Level 3	\$ 23.30	\$ 885.36	\$ 46,038.71	\$ 24.23	\$ 920.80	\$ 47,881.73	\$ 25.17	\$ 956.28	\$ 49,726.54
Level 4	\$ 23.60	\$ 896.64	\$ 46,625.26	\$ 24.53	\$ 932.08	\$ 48,468.28	\$ 25.46	\$ 967.56	\$ 50,313.10
Level 5	\$ 23.89	\$ 907.84	\$ 47,207.59	\$ 24.82	\$ 943.28	\$ 49,050.62	\$ 25.76	\$ 978.76	\$ 50,895.43
Level 5 Plus Leading Hand	\$ 24.56	\$ 933.10	\$ 48,521.25	\$ 25.51	\$ 969.36	\$ 50,406.56	\$ 26.47	\$ 1,005.68	\$ 52,295.15
Level 6	\$ 24.60	\$ 934.67	\$ 48,602.91	\$ 25.53	\$ 970.11	\$ 50,445.93	\$ 26.46	\$ 1,005.59	\$ 52,290.75
Level 6 Plus Leading Hand	\$ 25.26	\$ 959.93	\$ 49,916.57	\$ 26.22	\$ 996.19	\$ 51,801.88	\$ 27.17	\$ 1,032.51	\$ 53,690.46
Level 8	\$ 26.53	\$ 1,007.97	\$ 52,414.60	\$ 27.46	\$ 1,043.42	\$ 54,257.63	\$ 28.42	\$ 1,079.94	\$ 56,156.64
Level 8 Plus Leading Hand	\$ 27.30	\$ 1,037.29	\$ 53,939.06	\$ 28.25	\$ 1,073.59	\$ 55,826.93	\$ 29.24	\$ 1,111.17	\$ 57,780.87
Level 9	\$ 28.25	\$ 1,073.48	\$ 55,820.79	\$ 29.24	\$ 1,111.05	\$ 57,774.52	\$ 30.26	\$ 1,149.94	\$ 59,796.62

Note: Includes annualised CWA, Leave Loading

Local Government Building Trades Award

Level	01 Jan 2012 - 31 Dec 2012			01 Jan 2013 - 31 Dec 2013			01 Jan 2014 - 31 Dec 2014		
	Hour	Week	Annual	Hour	Week	Annual	Hour	Week	Annual
CARPENTER (BT1) SRRC	\$ 25.58	\$ 972.16	\$ 50,552.16	\$ 26.58	\$ 1,009.85	\$ 52,512.24	\$ 27.57	\$ 1,047.66	\$ 54,478.21
CARPENTER (BT1) + CWA SRRC	\$ 26.33	\$ 1,000.68	\$ 52,035.14	\$ 27.35	\$ 1,039.37	\$ 54,047.13	\$ 28.37	\$ 1,078.21	\$ 56,066.82
L/HAND CARPENTER (BT1) (2-5) SRRC	\$ 26.67	\$ 1,013.27	\$ 52,690.04	\$ 27.69	\$ 1,052.40	\$ 54,724.95	\$ 28.73	\$ 1,091.70	\$ 56,768.36
L/HAND CARPENTER (BT1) (2-5) + CWA SRRC	\$ 27.42	\$ 1,041.79	\$ 54,173.02	\$ 28.47	\$ 1,081.92	\$ 56,259.83	\$ 29.53	\$ 1,122.25	\$ 58,356.97

Note: Includes annualised Tool, Travel, LH, CWA, Leave Loading

Local Government Engineering Award

Level	01 Jan 2012 - 31 Dec 2012			01 Jan 2013 - 31 Dec 2013			01 Jan 2014 - 31 Dec 2014		
	Hour	Week	Annual	Hour	Week	Annual	Hour	Week	Annual
ENG LEVEL 1 (C8) + 15%	\$ 28.36	\$ 1,077.82	\$ 56,046.84	\$ 29.32	\$ 1,114.15	\$ 57,935.67	\$ 30.31	\$ 1,151.74	\$ 59,890.61
ENG LEVEL 1 (C8) + 15% + CWA	\$ 29.11	\$ 1,106.34	\$ 57,529.81	\$ 30.10	\$ 1,143.66	\$ 59,470.55	\$ 31.11	\$ 1,182.29	\$ 61,479.22
ENG LEVEL 1 (C8) + 22%	\$ 30.00	\$ 1,139.97	\$ 59,278.52	\$ 31.01	\$ 1,178.47	\$ 61,280.47	\$ 32.06	\$ 1,218.32	\$ 63,352.48
ENG LEVEL 1 (C8) + 22% + CWA	\$ 30.75	\$ 1,168.49	\$ 60,761.50	\$ 31.79	\$ 1,207.99	\$ 62,815.35	\$ 32.86	\$ 1,248.87	\$ 64,941.08
ENG LEVEL 1 (C8) + 23%	\$ 30.17	\$ 1,146.56	\$ 59,620.89	\$ 31.19	\$ 1,185.28	\$ 61,634.81	\$ 32.25	\$ 1,225.37	\$ 63,719.23
ENG LEVEL 1 (C8)	\$ 25.08	\$ 952.91	\$ 49,551.09	\$ 25.98	\$ 987.36	\$ 51,342.89	\$ 26.89	\$ 1,021.82	\$ 53,134.69
ENG LEVEL 1 (C8) + CWA	\$ 26.80	\$ 1,018.42	\$ 52,958.06	\$ 27.73	\$ 1,053.88	\$ 54,801.77	\$ 28.67	\$ 1,089.37	\$ 56,647.29
ENG LEVEL 1 (C10)	\$ 24.05	\$ 913.84	\$ 47,519.42	\$ 24.96	\$ 948.29	\$ 49,311.22	\$ 25.86	\$ 982.75	\$ 51,103.02
ENG LEVEL 1 (C10) + CWA	\$ 24.80	\$ 942.35	\$ 49,002.40	\$ 25.73	\$ 977.81	\$ 50,846.11	\$ 26.67	\$ 1,013.30	\$ 52,691.63
ENG L1 (C8) + L/H	\$ 26.83	\$ 1,019.66	\$ 53,022.41	\$ 27.77	\$ 1,055.16	\$ 54,868.37	\$ 28.70	\$ 1,090.70	\$ 56,716.22
ENG L1 (C8) + L/H + CWA	\$ 27.58	\$ 1,048.18	\$ 54,505.39	\$ 28.54	\$ 1,084.68	\$ 56,403.25	\$ 29.51	\$ 1,121.25	\$ 58,304.82
ENG/PROD L3 (C12)	\$ 23.43	\$ 890.40	\$ 46,300.86	\$ 24.34	\$ 924.86	\$ 48,092.66	\$ 25.25	\$ 959.32	\$ 49,884.46
ENG/PROD L3 (C12) + CWA	\$ 22.41	\$ 851.68	\$ 44,287.47	\$ 23.35	\$ 887.14	\$ 46,131.18	\$ 24.28	\$ 922.63	\$ 47,976.70
APP T/MAN 1ST YR 40% C10	\$ 10.25	\$ 389.57	\$ 20,257.83	\$ 10.61	\$ 403.36	\$ 20,974.55	\$ 10.98	\$ 417.14	\$ 21,691.27
APP T/MAN 1ST YR 40% C10 + CWA	\$ 11.00	\$ 418.09	\$ 21,740.81	\$ 11.39	\$ 432.87	\$ 22,509.44	\$ 11.78	\$ 447.69	\$ 23,279.88
APP T/MAN 1ST YR 50.7% C10	\$ 12.71	\$ 483.04	\$ 25,117.86	\$ 13.17	\$ 500.51	\$ 26,026.30	\$ 13.63	\$ 517.98	\$ 26,934.74
APP T/MAN 1ST YR 50.7% C10 + CWA	\$ 13.46	\$ 511.55	\$ 26,600.84	\$ 13.95	\$ 530.02	\$ 27,561.18	\$ 14.43	\$ 548.53	\$ 28,523.35
APP T/MAN 2ND YR 55% C10	\$ 13.70	\$ 520.61	\$ 27,071.75	\$ 14.20	\$ 539.56	\$ 28,057.24	\$ 14.70	\$ 558.51	\$ 29,042.73
APP T/MAN 2ND YR 55% C10 + CWA	\$ 14.45	\$ 549.13	\$ 28,554.72	\$ 14.98	\$ 569.08	\$ 29,592.12	\$ 15.50	\$ 589.06	\$ 30,631.33
APP T/MAN 2ND YR 58.8% C10	\$ 13.80	\$ 524.39	\$ 27,268.51	\$ 14.33	\$ 544.66	\$ 28,322.09	\$ 14.87	\$ 564.92	\$ 29,375.67
APP T/MAN 2ND YR 58.8% C10 + CWA	\$ 14.55	\$ 552.91	\$ 28,751.49	\$ 15.11	\$ 574.17	\$ 29,856.97	\$ 15.67	\$ 595.47	\$ 30,964.27
APP T/MAN 3RD YR 75% C10	\$ 18.30	\$ 695.38	\$ 36,159.60	\$ 18.98	\$ 721.22	\$ 37,503.45	\$ 19.66	\$ 747.06	\$ 38,847.30
APP T/MAN 3RD YR 75% C10 + CWA	\$ 19.05	\$ 723.90	\$ 37,642.58	\$ 19.76	\$ 750.74	\$ 39,038.34	\$ 20.46	\$ 777.61	\$ 40,435.91
APP T/MAN 4TH YR 90% C10	\$ 21.75	\$ 826.45	\$ 42,975.49	\$ 22.56	\$ 857.46	\$ 44,588.11	\$ 23.38	\$ 888.48	\$ 46,200.73
APP T/MAN 4TH YR 90% C10 + CWA	\$ 22.50	\$ 854.97	\$ 44,458.47	\$ 23.34	\$ 886.98	\$ 46,123.00	\$ 24.18	\$ 919.03	\$ 47,789.34

Note: Includes annualised TOP, TOC, TOF, Dirt, LH, CWA, Leave Loading

SCHEDULE B - SOLID WASTE OPERATIONS

TABLE OF CONTENTS

Subject Matter	Clause No.
PART 1 – PRELIMINARY	
Purpose	1.1
Definitions	1.2
Coverage.....	1.3
Area of operation	1.4
Rotation	1.5
Roster patterns	1.6
PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT	
Definition of roster period	2.1
Types of employment	2.2
PART 3 – WAGES, WORK ARRANGEMENTS & ALLOWANCES	
Wages	3.1
Work arrangements.....	3.2
Rates of pay	3.3
Overtime	3.4
PART 4 – LEAVE	
Annual leave	4.1

PART 1 – PRELIMINARY

1.1 Purpose

The purpose of this Schedule is to set out arrangements that specifically apply only to those employees engaged as Tip Masters at all Scenic Rim Regional Council Waste Management Facilities.

1.2 Definitions

For the purposes of this Schedule, the following definitions will apply:

Tip Master

This includes all employees engaged at Council’s Waste Management Facilities including tip masters, roving and relief and persons working in these roles.

1.3 Coverage

This Schedule shall apply to only those employees engaged as Tip Masters at all Scenic Rim Waste Management facilities.

1.4 Area of operation

This Schedule shall only operate with the Scenic Rim Regional Council and to employees of the Council who are suitably qualified to perform the duties of a Tip Master at any Transfer Station or Landfill.

1.5 Rotation

All Tip Masters will be subject to rotation in accordance with their conditions of employment.

1.6 Roster Patterns

Employees will work one of the following roster patterns:

Roster A

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700	Off	Off	Off
2	Off	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700	Off	Off
3	Off	Off	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700	Off
4	Off	Off	Off	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700
5	Off	Off	Off	Off	0700 - 1700	0700 - 1700	0700 - 1700
6	0700 - 1700	Off	Off	Off	Off	0700 - 1700	0700 - 1700
7	0700 - 1700	0700 - 1700	Off	Off	Off	Off	0700 - 1700
8	0700 - 1700	0700 - 1700	0700 - 1700	Off	Off	Off	Off

Roster B

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Off	Off	Off	Off	0700 - 1700	0700 - 1700	0700 - 1700
2	0700 - 1700	Off	Off	Off	Off	0700 - 1700	0700 - 1700
3	0700 - 1700	0700 - 1700	Off	Off	Off	Off	0700 - 1700
4	0700 - 1700	0700 - 1700	0700 - 1700	Off	Off	Off	Off
5	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700	Off	Off	Off
6	Off	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700	Off	Off
7	Off	Off	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700	Off
8	Off	Off	Off	0700 - 1700	0700 - 1700	0700 - 1700	0700 - 1700

Roster C

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700
2	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700
3	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700
4	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700
5	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700
6	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700
7	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700
8	0700 - 1700	0700 - 1700	Off	Off	Off	0700 - 1700	0700 - 1700

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

At all times terms and conditions of employment will be based upon the specific business needs of Council and be applied within the provisions of this Schedule and the Scenic Rim Regional Council Enterprise Bargaining Agreement.

2.1 Definition of roster period

- 2.1.1 For the purpose of this Schedule only, the roster period consists of four (4) consecutive working days followed by four (4) days RDO or;
- 2.1.2 For the purpose of this Schedule only, the roster period consists of four (4) consecutive working days followed by three (3) days RDO.
- 2.1.3 For the purpose of this Schedule only, an Ordinary Shift will be between the span of hours from 6.00am to 6.00pm Monday to Sunday for up to 12 hours inclusive of ½ hour meal break and be for four (4) consecutive days.
- 2.1.4 Council may vary the ordinary shift times and days for operational efficiencies by agreement between the employees concerned.

2.2 Types of Employment

- 2.2.1 Full time employment constitutes an employee who works 38 hours per week.
- 2.2.2 Part time employment constitutes an employee who works up to 38 hours per week.
- 2.2.3 Casual employment constitutes an employee who is employed on a day-to-day basis.

PART 3 – WAGES, WORK ARRANGEMENTS AND ALLOWANCES

3.1 Wages

The minimum rate of wages to be paid to employees under this Schedule shall be Award Level 4 for Tip Masters under the Award and Scenic Rim Regional Council's Enterprise Bargaining Agreement.

3.2 Rates of pay

- 3.2.1 The annualised rate of wages Award Level 4 Tip Masters (inclusive of 4 hrs/day @ Level 5 for Machinery Operation) for employees shall be as per tables and formulas listed below.
- 3.2.2 Tip Masters required to work Good Friday and or Christmas Day shall be paid at the rate of double time and one half the base rate for a Tip Master as contained in the Scenic Rim Regional Council's Enterprise Bargaining Agreement.

3.3 Work arrangements

- 3.3.1 The ordinary hours of duty of employees under this Schedule may be worked on any days Monday to Sunday inclusive in accordance with a roster agreed to between Council and the employees.
- 3.3.2 Council can use any suitably qualified employee to work in the role of Tip Master to fill operational or staffing requirements.
- 3.3.3 Council may utilise any suitably qualified employees to undertake Tip Master duties during ordinary working days.
- 3.3.4 Due to operational requirements of these areas, there is no specific scheduled time for a ½ hour crib/meal break or any rest pauses. However, meals and/or rest pauses can be taken when the workload allows providing that the site be staffed at all times. This excludes toilet breaks but does not include leaving the site or closing the site for the purpose of taking a meal break or any activity other than a toilet break.

3.4 Overtime

- 3.4.1 An employee required to work overtime or on their rostered day off (RDO) shall be paid in accordance with the Overtime provisions that apply in the Scenic Rim Regional Council Enterprise Bargaining Agreement, not at the annualised rate specified in this Agreement i.e. at Level 4 of the Local Government Employees' Award – State 2003.
- 3.4.2 Travel time payments shall not apply when working voluntary overtime.
- 3.4.3 Where a Tip Master is unable to attend his/her shift on the weekend and a Relief Tip Master is unavailable, Council will endeavour to fill the vacancy with the off shift Tip Master currently rostered at that site. In the event the off shift Tip Master is unavailable, Council will take the necessary steps to ensure the site is available and open to the community/public.
- 3.4.4 Tip Masters must make themselves available to provide relief/coverage when other Tip Masters are not available due to any leave taken by their colleagues.

PART 4 – LEAVE

4.1 Annual leave

- 4.1.1 Employees engaged under the terms of this Schedule shall be entitled to 4 shifts (160 hours) annual leave.
- 4.1.2 Employees must not take less than 1 shift (4 days) when applying for annual leave.
- 4.1.3 Where exceptional circumstances exist Council may provide exceptions to Clause 4.1.2 above to accommodate legitimate personal matters.
- 4.1.4 Due to business and customer service requirements and rostering processes, all requests for annual leave must be submitted not less than 4 shifts (16 days) prior to the requested leave.
- 4.1.5 Tip Masters are requested not to accrue more than 40 days annual leave at any given time.

01 Jan 2012 - 31 Dec 2012

10 Hour Day 4 on 4 off

Level 4	\$	23.60	\$35.40	\$	47.20								
Level 5	\$	23.89	Days	NT	Crib	T1/2	DT	DT 1/2	Total				
Week Days		7.6 NT+2.4 T1/2+0.5 Crib	129	\$	402.00	\$	62.50	\$	300.00				
				\$	9,487.20	\$	1,475.00	\$	10,620.00	\$	21,582.20		
Saturday		3 T1/2+7 DT	24			\$	72.00	\$	168.00				
						\$	2,548.80	\$	7,929.60	\$	10,478.40		
Sunday		10 DT	24							\$	-		
Public Holiday		10 DT 1/2	7						\$	42.00			
									\$	2,478.00	\$	2,478.00	
Level 5 (46 Shifts x 4 days x 4hrs)				\$	451.00	\$	75.00	\$	240.00	\$	28.00		
				\$	10,774.39	\$	2,687.63	\$	11,467.20	\$	1,672.30	\$	26,601.52

Annual \$ 61,140.12
Fortnight \$ 2,351.54
Weekly \$ 1,175.77
Hourly \$ 30.94

10 Hour Day 4 on 3 off

Level 4	\$	23.60	\$35.40	\$	47.20								
Level 5	\$	23.89	Days	NT	Crib	T1/2	DT	DT 1/2	Total				
Week Days		7.6 NT+2.4 T1/2+0.5 Crib	94	\$	378.40	\$	47.00	\$	225.60				
				\$	8,930.24	\$	1,109.20	\$	7,986.24	\$	18,025.68		
Saturday		3 T1/2+7 DT	52				\$	364.00					
							\$	17,180.80		\$	17,180.80		
Sunday		10 DT	52				\$	312.00					
							\$	14,726.40		\$	14,726.40		
Public Holiday		10 DT 1/2	10					\$	42.00				
								\$	2,478.00	\$	2,478.00		
Level 5 (46 Shifts x 4 days x 4hrs)				\$	336.00	\$	144.00	\$	208.00	\$	28.00		
				\$	8,027.04	\$	5,160.24	\$	9,938.24	\$	1,672.30	\$	24,797.82

Annual \$ 77,208.70
Fortnight \$ 2,969.57
Weekly \$ 1,484.78
Hourly \$ 39.07

01 Jan 2013 - 31 Dec 2013												
10 Hour Day 4 on 4 off												
Level 4	\$	24.53	\$36.80	\$	49.06							
Level 5	\$	24.82	Days	NT	Crib	T1/2	DT	DT 1/2	Total			
Week Days		7.6 NT+2.4 T1/2+0.5 Crib	129	\$	402.00	\$	62.50	\$	300.00			
				\$	9,861.06	\$	1,533.13	\$	11,038.50	\$	22,432.69	
Saturday		3 T1/2+7 DT	24			\$	72.00	\$	168.00			
						\$	2,649.24	\$	8,242.08	\$	10,891.32	
Sunday		10 DT	24							\$	-	
Public Holiday		10 DT 1/2	7					\$	42.00	\$	2,575.65	
								\$	28.00	\$	2,575.65	
Level 5 (46 Shifts x 4 days x 4hrs)				\$	451.00	\$	75.00	\$	240.00	\$	28.00	
				\$	11,193.82	\$	2,792.25	\$	11,913.60	\$	1,737.40	
										Annual	\$	63,536.73
										Fortnight	\$	2,443.72
										Weekly	\$	1,221.86
										Hourly	\$	32.15
10 Hour Day 4 on 3 off												
Level 4	\$	24.53	\$36.80	\$	49.06							
Level 5	\$	24.82	Days	NT	Crib	T1/2	DT	DT 1/2	Total			
Week Days		7.6 NT+2.4 T1/2+0.5 Crib	94	\$	378.40	\$	47.00	\$	225.60			
				\$	9,282.15	\$	1,152.91	\$	8,300.95	\$	18,736.01	
Saturday		3 T1/2+7 DT	52				\$	364.00				
							\$	17,857.84		\$	17,857.84	
Sunday		10 DT	52				\$	312.00				
							\$	15,306.72		\$	15,306.72	
Public Holiday		10 DT 1/2	10					\$	42.00	\$	2,575.65	
								\$	28.00	\$	2,575.65	
Level 5 (46 Shifts x 4 days x 4hrs)				\$	336.00	\$	144.00	\$	208.00	\$	28.00	
				\$	8,339.52	\$	5,361.12	\$	10,325.12	\$	1,737.40	
										Annual	\$	80,239.38
										Fortnight	\$	3,086.13
										Weekly	\$	1,543.07
										Hourly	\$	40.61

01 Jan 2014 - 31 Dec 2014												
10 Hour Day 4 on 4 off												
Level 4	\$	25.46	\$38.19	\$	50.92							
Level 5	\$	25.76	Days	NT	Crib	T1/2	DT	DT 1/2	Total			
Week Days	7.6 NT+2.4 T1/2+0.5 Crib		129	\$	402.00	\$	62.50	\$	300.00			
				\$	10,234.92	\$	1,591.25	\$	11,457.00	\$	23,283.17	
Saturday	3 T1/2+7 DT		24			\$	72.00	\$	168.00			
						\$	2,749.68	\$	8,554.56	\$	11,304.24	
Sunday	10 DT		24							\$	-	
Public Holiday	10 DT 1/2		7					\$	42.00	\$	2,673.30	
								\$	28.00	\$	2,673.30	
Level 5 (46 Shifts x 4 days x 4hrs)				\$	451.00	\$	75.00	\$	240.00	\$	28.00	
				\$	11,617.76	\$	2,898.00	\$	12,364.80	\$	1,803.20	
										Annual	\$	65,944.47
										Fortnight	\$	2,536.33
										Weekly	\$	1,268.16
										Hourly	\$	33.37
10 Hour Day 4 on 3 off												
Level 4	\$	25.46	\$38.19	\$	50.92							
Level 5	\$	25.76	Days	NT	Crib	T1/2	DT	DT 1/2	Total			
Week Days	7.6 NT+2.4 T1/2+0.5 Crib		94	\$	378.40	\$	47.00	\$	225.60			
				\$	9,634.06	\$	1,196.62	\$	8,615.66	\$	19,446.35	
Saturday	3 T1/2+7 DT		52				\$	364.00				
							\$	18,534.88		\$	18,534.88	
Sunday	10 DT		52				\$	312.00				
							\$	15,887.04		\$	15,887.04	
Public Holiday	10 DT 1/2		10					\$	42.00	\$	2,673.30	
								\$	28.00	\$	2,673.30	
Level 5 (46 Shifts x 4 days x 4hrs)				\$	336.00	\$	144.00	\$	208.00	\$	28.00	
				\$	8,655.36	\$	5,564.16	\$	10,716.16	\$	1,803.20	
										Annual	\$	83,280.45
										Fortnight	\$	3,203.09
										Weekly	\$	1,601.55
										Hourly	\$	42.15