

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Wide Bay Water Corporation Certified Agreement 2013
(CA/2013/69)**

DEPUTY PRESIDENT BLOOMFIELD

15 October 2013

CERTIFICATE (as corrected)

This matter coming on for hearing before the Commission on 9 October 2013 the Commission certifies the following written agreement:

Wide Bay Water Corporation Certified Agreement 2013

made between:

- Wide Bay Water Corporation;
- Queensland Services, Industrial Union of Employees;
- Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Electrical Trades Union of Employees Queensland;
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees; and
- The Association of Professional Engineers, Scientists and managers, Australia, Queensland Branch, Union of Employees.

The agreement, as amended on transcript, was certified by the Commission on 15 October 2013 and shall operate from 9 October 2013 until its nominal expiry on 15 March 2014.

This agreement (CA/2013/69) shall replace the *Wide Bay Water Corporation Certified Agreement 2010 (CA/2010/8)* which shall cease to apply from the date of the certification of this agreement.

By the Commission.

A.L. BLOOMFIELD
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, Chapter 6

Wide Bay Water Corporation
(ABN 98 380 729 010)

AND

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

WIDE BAY WATER CORPORATION CERTIFIED AGREEMENT 2013

THIS AGREEMENT, having been made under the *Industrial Relations Act 1999* on 27 September 2013 between Wide Bay Water Corporation (the "Employer") and Queensland Services, Industrial Union of Employees; Australian Workers' Union of Employees, Queensland; Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; Electrical Trades Union of Employees Queensland; Plumbers and Gasfitters Employees' Union Queensland, Union of Employees, The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees, hereby mutually agreed as follows:

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1. PRELIMINARY

1.1 Title

This Agreement shall be known as the Wide Bay Water Corporation Certified Agreement 2013.

1.2 Application

This Agreement applies to the Wide Bay Water Corporation and its employees.

1.3 Relationship to Awards

This Agreement shall be read and interpreted wholly in conjunction with the following awards. In the event of any inconsistency between this Agreement and the awards, the terms of this Agreement shall prevail. Where this Agreement is silent the terms of the relevant parent award shall apply. The relevant parent award is the award from the list below that covers the employee according to their occupation classification description.

- *Queensland Local Government Officers' Award 1998;*
- *Local Government Employees' (Excluding Brisbane City Council) Award – State 2003;*
- *Engineering Award – State 2012;*
- *Building Trades Public Sector Award – State 2012;*
- *Family Leave Award 2012; and*
- *Training Wage Award – State 2012.*

A relevant parent award is taken to be incorporated into this Agreement to the extent of its application pursuant to this clause.

1.4 Parties Bound

The parties to this Agreement are Wide Bay Water Corporation (ABN 98 380 729 010) and its employees and the following unions:

- Queensland Services, Industrial Union of Employees (QSU);
- The Australian Workers' Union of Employees, Queensland (AWUEQ);
- Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CFMEU);
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU);
- Electrical Trades Union of Employees, Queensland (ETU);
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (PGEU); and
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA).

1.5 Objectives

This Agreement facilitates a workplace that is responsive to a changing environment. Accordingly it assists Wide Bay Water Corporation and its employees to maximise efficiency and effectiveness. The objectives of this Agreement are:

- To provide greater flexibility in workplace practices and facilitate improved efficiency, productivity, quality of employment and employee job satisfaction;
- To enhance Wide Bay Water Corporation's customer service and its ability to respond to community needs;
- To create a culture of continuous improvement;
- To provide Wide Bay Water Corporation's employees with fair and equitable rewards; and
- To promote a harmonious and productive work environment through ongoing cooperation and consultation.
- The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

1.6 Continuous Improvement

The parties to this Agreement recognise the benefits to clients and the community of making continuous improvements to the way in which Wide Bay Water Corporation performs its services. Wide Bay Water Corporation, management and employees are committed to the process of continuous improvement in all aspects of Wide Bay Water Corporation's operations in order to provide satisfying jobs, career paths and opportunities, enhanced productivity and efficiency and improved standards of service delivery and customer satisfaction.

1.7 Enterprise Consultative Committee

To facilitate the implementation of this Agreement and ongoing workplace change, effective consultation and communication are essential. For this purpose an Enterprise Consultative Committee will be established to assist in the effective implementation of the terms of this Agreement and provide a vehicle for communication between management and the workforce.

The Enterprise Consultative Committee will, following certification of this Agreement, be formed from the Enterprise Agreement Committee and the parties agree that this will need to be a manageable number. Membership will include:

- Unions, representing Wide Bay Water Corporation employees (organisers and/or union employees);
- Non-union employees; and
- Wide Bay Water Corporation management.

Meetings may be convened at the request of any member to consider matters arising from this Agreement, e.g. additional Local Area Agreements. Once convened, the Committee will elect a Chairperson and meetings will be held as required.

The Committee is an advisory body reporting to the CEO and will make recommendations and provide information on the implementation of this Agreement. Matters in respect of this Agreement that have been dealt with according to Clause 1.9 – Grievance and Dispute Settlement/Resolution may, if appropriate, be referred to the Enterprise Consultative Committee.

The Enterprise Consultative Committee will also assist with the development, endorsement and implementation of Local Area Agreements in accordance with Clause 4.5 of this Agreement.

1.8 Date and period of operation

This Agreement shall operate, in accordance with its terms, from 9 October 2013 until 15 March 2014.

1.9 Grievance and Dispute Settlement/Resolution

In the event of any workplace grievance arising and/or disagreement between the parties pertaining to the interpretation or implementation of this Agreement, the following procedure will be followed by the parties.

Except where a bona fide health and safety issue is involved, the parties shall ensure the continuation of work and agreed work practices.

Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept reassignment to alternative suitable work/work environment in the meantime.

At any stage of this procedure, an employee may elect to be represented by, or have present, a support person or a representative of the appropriate union.

Stage 1

Where an employee has a grievance/dispute they will first raise and discuss the matter with their immediate supervisor outlining (in writing or otherwise) the substance of the grievance/dispute.

If the grievance/dispute is not resolved the issue may be discussed with the union delegate or representative, the immediate supervisor and the employee.

Stage 2

Where the grievance/dispute has not been resolved or the matter is inappropriate to be raised with the immediate supervisor, the supervisor, employee (or union representative) may refer the matter to the next level of management. This must occur within two (2) business days of the matter being initially raised.

The assistance of the Manager Human Resources may be sought at this stage and the appropriate Union official.

Stage 3

Where the procedure in Stage 2 has not resulted in an agreed resolution of the grievance/dispute the matter will be referred to the Chief Executive Officer and relevant Union Secretary within two (2) business days.

At least seven (7) business days should be allowed for all stages of the discussions to be completed.

Stage 4

If the grievance remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission to conciliate in the first instance, and to arbitrate if required.

1.10 No Extra Claims

The parties agree that this is a closed Agreement and there will be no extra claims during the life of this Agreement for increases in wages, salaries or conditions of employment above those provided under the terms of this Agreement.

1.11 Collective Bargaining

Wide Bay Water Corporation is committed to the collective bargaining process as it enables the development of fair and flexible employment arrangements tailored to suit the needs of the Corporation and its employees. During the life of this Agreement there will be no individual employment contracts for those employees below Level 7 of the Queensland Local Government Officers' Award and/or any employee covered by any of the other parent awards in clause 1.3.

1.12 Renegotiation Of This Agreement – Alignment and Harmonisation With Shareholder Agreement

The Parties have agreed that this Agreement shall operate from the due date of certification to and including 15 March 2014 for the purpose of allowing negotiations of a new Agreement which the Corporation wishes to be aligned and harmonised through collective bargaining processes with the Certified Agreement of the Corporations' Sole Shareholder, the Fraser Coast Regional Council, being negotiated in accord with Clause 1.5 of that latter Agreement.

To this end, the Parties to this Agreement agree to enter into discussions for renegotiation of this Agreement six (6) months prior to 15 March 2014.

1.13 Union Representation

This Agreement recognises the concept of “freedom of association” and employee’s right to be represented by the industrial organisations party to this Agreement and their accredited representatives.

Information on relevant union/s will be provided to employees by:

- (a) advising employees at their point of engagement of the place at which this Agreement is displayed in the workplace, in accordance with the Queensland Industrial Relations Act and to make them aware of the Union encouragement provision therein as gazetted by the full bench of the Queensland Industrial Relations Commission;
- (b) the unions shall be permitted to post any official notices which have been approved by the relevant union organiser in each office or work area for the information of employees;
- (c) Wide Bay Water Corporation shall advise new employees as to whom the relevant Union Delegate/s are as part of the employee’s induction; and
- (d) Wide Bay Water Corporation shall through the employee induction process seek new employee’s Agreement to provide their name and position details to the union delegates.

1.13.1 Access

Wide Bay Water Corporation will allow reasonable access to its employees during normal working hours by accredited officials of an industrial organisation which is a party to this Agreement and which does not disrupt the normal continuity of work or the Corporation’s business operations in accordance with the provisions of the Industrial Relations Act 1999.

All requests for union entry should be directed to the CEO in writing as soon as practical.

1.13.2 Union Delegates

Wide Bay Water Corporation recognises the role that union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and Agreements) and dispute resolution.

In establishing an appropriate relationship between Wide Bay Water Corporation and the union/s, the following shall apply:

- (a) A person elected or appointed as a union delegate shall, upon written notification to the Wide Bay Water Corporation, be recognised as the accredited representative of the Union;
- (b) A union delegate shall have the right to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate does not unduly interfere with the normal continuity of work or business operations;
- (c) A union delegate shall be allowed a reasonable period of time during working hours to consult with an authorised official of the union provided that this does not unduly interfere with the normal continuity of work or business operations;
- (d) The union delegate shall have the right to place notices on notice boards at Wide Bay Water Corporation premises, provided that such notices are authorised by the Union and deal with legitimate union matters;
- (e) All union delegates will be entitled to reasonable paid leave to attend union training (up to 5 days per year) as approved by their union. The scope, content and level of the course shall contribute to a better understanding of industrial relations. An application for leave must be made in writing, the granting of leave is subject to approval which will not be unreasonably withheld and will not unduly interfere with the normal continuity of work or business operations.

1.13.3 Facilities

Union delegates shall have reasonable access to Wide Bay Water Corporation resources and facilities such as telephone, computers, notice boards, pool vehicles and meeting rooms.

2. EMPLOYMENT

Wide Bay Water Corporation shall engage employees on terms that correspond with a form of employment prescribed within this clause and in accordance with the full provisions of the relevant parent award unless otherwise provided for in this Agreement. Categories of employment within Wide Bay Water Corporation are:

- full-time employment
- part-time employment
- job share employment
- casual employment
- maximum/fixed term employment.

2.1 Full-time Employment

Full-time employment means all employment which requires the employee to work the required ordinary hours per week in accordance with this Agreement and the relevant parent award (i.e. 36.25 or 38 hours per week).

2.2 Part-time Employment

Part-time employment means employment for a regular number of hours averaging less than the normal weekly ordinary hours specified for a full-time employee in the relevant parent award, for which all award and Agreement entitlements are paid on a pro-rata basis.

At the time of engagement, Wide Bay Water Corporation and the part-time employee will agree in writing on a pattern of working hours relevant to the position.

By Agreement in writing the pattern of hours for part-time employees may be varied up to the full-time ordinary hours per week without incurring penalties to take into account changing operational demands and requirements. Any hours worked outside of the mutually agreed hours will be paid at the applicable overtime rates.

A part time employee will be eligible for annual salary increments (where applicable) on each 12 month anniversary of their appointment to the relevant salary band.

2.3 Job Share Employment

Where job sharing is convenient to the requirements of the position and there is Agreement between the employees and Wide Bay Water Corporation, any permanent full time position may be filled by two employees on a job-sharing basis at a maximum / minimum of 60/40%.

Prior to commencing a job share arrangement, a Job Share Agreement is to be developed and signed by the employees and Wide Bay Water Corporation. Acceptance of a job-share arrangement is on the understanding that a permanent change to employment conditions occurs and that no right exists to return to the employee's previous role or to full-time hours.

Employees on a job share arrangement shall be entitled to all leave as prescribed by the Award on a pro rata basis. All other provisions of the Award shall apply.

All job sharing appointments made pursuant to this clause shall be subject to an annual review process in order to assess the effectiveness of a position being performed in this manner and in order to decide whether to continue with this arrangement. The concerned employees and management shall jointly conduct the review.

Movement by the employees to the next highest salary point within a level will be by way of annual increment subject to the employees having given satisfactory service for the prior twelve months.

Employees participating in a job share role will not be eligible for a rostered day off.

2.4 Casual Employment

Casual employment means employment on an hourly basis to work for less than the ordinary number of hours prescribed for a full-time employee. Casual employment and minimum periods of engagement are as defined in the relevant award. Casual employment does not include employment that is considered fulltime, part-time or maximum/fixed term in accordance with this Agreement.

2.5 Maximum/Fixed Term Employment

Maximum/fixed-term employment means employment for a specified term or ascertainable period for which the letter of appointment will specify starting and finishing dates (or in lieu of a finishing date, will specify the circumstances or contingency relating to a specific task or project), upon the completion of which the term of the employment shall expire. The use of maximum/fixed-term employment shall be limited to the engagement on work within the following circumstances:

- (a) for the completion of a specified task/s or projects;
- (b) to relieve in a vacant position arising from an employee taking leave;
- (c) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time;
- (d) for the temporary provision of additional labour in periods of organisational change or fluctuating work demands; or
- (e) to fill short-term vacancies resulting from the resignation of a permanent employee during the recruitment and selection process.

When offering employment on a maximum/fixed-term basis, Wide Bay Water Corporation shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment and that employment beyond the specified period is not expected.

An employee employed on a maximum/fixed-term basis will be eligible for annual increments (where applicable) on the same basis as a permanent employee following a satisfactory performance appraisal and review.

If a maximum/fixed-term employee is subsequently appointed to a permanent position with Wide Bay Water Corporation, any period of the maximum/fixed-term employment completed immediately prior to the commencement of the permanent position shall be recognised as service with Wide Bay Water Corporation for all purposes.

2.6 Recruitment

Whenever a staff vacancy occurs within Wide Bay Water Corporation, existing staff, including maximum/fixed term and casual employees shall be given equal opportunity to apply, and are encouraged to apply, for any existing or newly created positions that are advertised either internally or externally.

Wide Bay Water remains committed to providing a career path for its employees where the organisational structure and operational requirements permit.

3. REDUNDANCY PROVISIONS

3.1 Overview

Wide Bay Water Corporation will remain a major employer in the city and continue to provide services to the community from its own workforce who will be given appropriate training and support in order to deliver the optimal level of services.

Wide Bay Water Corporation commits that no employee is to be retrenched as a result of changes to work practices arising out of this enterprise agreement.

The provisions in this clause shall have regard to award provisions and conditions relating to redundancy and retrenchments within the relevant awards.

The provisions in this clause apply to all employees other than those employed under an individual employment contract.

The provisions in this clause are intended to provide Wide Bay Water Corporation and all employees with clear objectives as to the effect that organisational restructuring and consequential organisational change may have on Wide Bay Water Corporation, the conditions to which redundancy, retrenchment and redeployment will be considered by Wide Bay Water Corporation, the terms and conditions of notices to the relevant unions and individual employees together with details of severance benefits.

3.2 Consultation

In the event that Wide Bay Water Corporation seeks to retrench an employee/s, they will consult with the relevant union/s regarding the reasons for the retrenchment and the redeployment options that have been investigated.

3.3 Redundancy

As a consequence of organisational restructuring, workplace reorganisation, abolition of functions, technological change and consequential organisational change some permanent positions within Wide Bay Water Corporation may be made redundant. Where Wide Bay Water Corporation identifies positions that are to be made redundant, appropriate Notices as designated in the relevant parent award pertaining to the decisions of WBWC shall be issued. Where Wide Bay Water Corporation identifies and resolves that positions are redundant the following actions will result:

- Wide Bay Water Corporation will certify the reasons for the position becoming redundant;
- Redeployment for the incumbent will be negotiated in accordance with the objectives and terms of clause 3.4; or
- The incumbent to the position made redundant will be retrenched in accordance with the objectives of this clause.
- Employees with over five (5) years' service, that are made redundant, will be paid out pro rata long service leave balances.
- Wide Bay Water Corporation will reimburse the cost of financial advice from a qualified financial planner, up to a maximum of \$500 upon the production of satisfactory receipts.

Where the incumbent to the position being made redundant is nominated for retrenchment, Wide Bay Water Corporation shall notify the relevant Union and employee in accordance with Award guidelines.

Wide Bay Water Corporation shall inform the relevant government departments of the effect of its decision regarding a retrenchment/redundancy subject to the affected employee requesting such Notice to be forwarded.

3.4 Redeployment

A scheme of redeployment shall in the first instance be initiated by Wide Bay Water Corporation where a position within the organisation has been made redundant.

Redeployment will necessarily require the incumbent to accept an alternate position for which the employee has relevant skills and competencies or where a scheme of retraining has been negotiated.

Where a redeployment programme has been negotiated with an employee, Wide Bay Water Corporation will maintain the salary of the employee during the period of retraining and redeployment (as a consequence of redundancy) for a period of twelve months from the date of transfer. At the expiry of this period Wide Bay Water Corporation will review the salary level with a view to setting a salary commensurate with the change in circumstances and position held by the employee.

3.5 Severance Benefits

Where Wide Bay Water Corporation has invoked the provisions of this clause or clause 3.5.1 whereby a position has been made redundant and the incumbent employee retrenched, the following severance benefits shall apply:

(i) Severance Pay

In addition to the period of notice prescribed for ordinary termination within the relevant parent award, an employee whose employment is terminated for reasons of redundancy and retrenchment shall be entitled to the following amount of severance pay:

Period of Continuous Service –

- Less than one (1) year – Nil
- One (1) year but not more than two (2) years – Four (4) weeks
- More than two (2) years' continuous service – Three (3) weeks pay for each year of continuous service subject to a maximum payment of fifty two (52) weeks' pay based on the ordinary rate of pay for the employee at the date of ceasing employment with Wide Bay Water Corporation.

A proportionate amount shall be paid for an incomplete year (whole months only) and periods of part-time employment shall be calculated on a pro-rata full-time basis. Wide Bay Water Corporation recognises prior continuous service with Hervey Bay City Council, Maryborough City Council and Fraser Coast Regional Council as forming part of the period of continuous service.

(ii) Other Entitlements - Other employee benefits and entitlements will apply in accordance with the relevant parent award and this Agreement.

3.6 Priority of re-hiring

The parties agree that workers whose employment has been terminated for reasons of an economic, technological, structural or similar nature and who have left with a good employment record certificate issued by the Wide Bay Water Corporation should be given a certain priority of rehiring if the employer again hires workers with comparable qualifications, subject to their having, within this Agreement from the time of their leaving, expressed a desire to be rehired.

Such priority of rehiring may be limited to a specified period of time.

3.7 Voluntary Redundancy

- a) Where the Wide Bay Water Corporation has decided to reduce the number of employees who are doing the same or similar work and there are no redeployment opportunities available for all of the employees affected, then Wide Bay Water Corporation shall invite expressions of interest for voluntary redundancy from the group of affected employees.
- b) Wide Bay Water may, at its sole discretion, decide whether to accept any or none of the expressions of interest lodged.
- c) Where:
- (i) Wide Bay Water Corporation does not decide to accept any expressions of interest for voluntary redundancy; or
 - (ii) There is still the necessity to make an employee redundant because of insufficient voluntary redundancies

then the provisions of this Redundancy Provisions clause shall apply as if there was involuntary redundancy and the employee concerned is to be terminated by Wide Bay Water Corporation.

- d) One off incentive payment of \$8,000 for acceptance of voluntary redundancy if accepted within the first fourteen days of notification.

4. Workplace Change Notification

4.1.1 Employer's duty to notify

Wide Bay Water Corporation is committed to actively creating, seeking and sharing knowledge and information and working together in an open and supportive way to achieve shared goals.

To this end, Wide Bay Water Corporation recognises the importance of open discussion to facilitate innovation and job satisfaction and is committed to communicating and involving employees in decisions that affect.

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their Union or Unions.
- (b) '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 the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.1.2 *Employer's duty to consult over change*

- (a) The employer 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 terminated, and the time when, or the period over which, the employer intends to carry out the terminations), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 3.3.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and their Union or Unions, all relevant information about the changes including:
 - the nature of the changes proposed;
 - the expected effects of the changes on employees;
 - a copy of the proposed changes to the organisational structure including position titles and classification levels;
 - a summary of the proposed changes including any positions which are displaced and/or deemed redundant, proposed new positions, and a list of potentially affected employees;
 - details on Wide Bay Water Corporation's proposal to mitigate the adverse effects on each affected employee.
 - and any other matters likely to affect employees:

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

5. HOURS OF WORK AND WORKPLACE FLEXIBILITY

5.1 Span of Ordinary Hours

Subject to this clause and clauses 5.5, 5.6 and 5.7, the ordinary hours of work for all employees will be in accordance with the relevant parent award.

- (a) All ordinary hours worked on a Saturday or Sunday shall be paid at the rate applicable in the parent awards or this Agreement for the payment of overtime worked on Saturdays or Sundays;
- (b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to Agreement between Wide Bay Water Corporation and the majority of employees concerned. Agreement to include Saturday and Sunday as part of ordinary hours shall not be unreasonably withheld.

Subject to sub-clauses (a) and (b) above Wide Bay Water Corporation and the employee may agree that the ordinary hours be worked on any five (5) consecutive days in the week, from 6.00am to 6.00pm, up to a maximum of ten (10) hours per day, Monday to Sunday inclusive.

Any hours worked in excess of the ordinary weekly hours as specified in the relevant parent award shall be paid at the appropriate penalty rate.

All employees covered by the Queensland Local Government Officers' Award who supervise other employees who work an ordinary 38 hour week, shall, if required by WBW to work a 38 hour week, have the additional 1.75 hours and

any other extra hours worked, paid at the appropriate penalty rate OR banked at time for time (TOIL) to be taken at a later date. The hourly rate for payment of Supervisors shall be calculated on the 36.25 hours per week.

5.2 Employee Starting Location

5.2.1 Employees required to report to a depot

- (a) Where Wide Bay Water Corporation requires an employee to report to the usual depot and then travel to a job site located within 5 km of the depot, the employee shall be responsible for their own travel to the job site and return;
- (b) Where Wide Bay Water Corporation requires an employee to report to the usual depot and then travel to a job site in excess of 5km from the depot, Wide Bay Water Corporation shall provide transport to the job site and return;
- (c) In the circumstances outlined in (a) and (b) above, travelling between the depot and the job that occurs outside an employee's ordinary hours shall be paid for at the appropriate penalty rates.

5.2.2 Employees required to report directly to the job site

Managers may require employees to start and finish work on-site (i.e. at their current construction/workplace), subject to it complying with relevant workplace health and safety requirements. The following conditions apply:

- (a) Where an employee is required to report directly to a job site any additional time for travel to the construction/workplace(s) compared to travelling from the employee's home to the usual depot will be paid at penalty rates of pay prescribed by the relevant 'parent award' as stated pursuant to clause 1.3 . Travel may be done in a Wide Bay Water Corporation nominated vehicle;
- (b) Employees who are required to load or unload sundry/minor items of equipment, necessary to carry out a job, will complete this task in sufficient time to allow starting on the job at normal start time, and will be paid for at the penalty rates prescribed by the relevant 'parent award' as stated pursuant to clause 1.3 .
- (c) Suitable arrangements shall be made to ensure the security of vehicles, including employee's private vehicles, left unattended at remote work sites; and
- (d) Suitable arrangements shall be made to transport an employee back to their vehicle, within ordinary working hours, if the employee finishes work at a different location.

Employees who are requested by Wide Bay Water Corporation to use their own private vehicle in the course of their duties or for any additional distance travelled to report directly to a job site shall be entitled to receive travelling allowance in accordance with the relevant parent award.

5.3 Flexibility During Special Projects

5.3.1 Overview

Special projects may include any work that is not ordinary maintenance or programmed maintenance work. Special projects excludes externally funded work where additional hours shall be paid at penalty rates.

When special projects are undertaken, managers may, after consultation with the affected employees, require employees to:

- (a) Extend their ordinary hours worked (up to ten (10) hours per day);
- (b) Work on any five (5) consecutive days (Monday to Sunday);
- (c) Work at night (i.e. to work all, or part, of their ordinary hours between 6.00pm and 6.00am);
- (d) Commence work early (from 4 00am); and
- (e) Work up to five (5) RDOs in any one (1) year.

Overtime is not paid when working the hours indicated above, except where weekend work is involved or where ordinary hours for the fortnight are exceeded or where more than ten (10) hours in one day are worked.

5.3.2 *Employee Consultation and Notice*

For the purposes of this clause consultation with affected employees and their relevant unions shall mean:

- (a) Notifying employees at least one (1) week before they are required to vary their normal hours and/or days, or two (2) weeks where weekend work is involved, unless a shorter notification period is mutually agreed.
- (b) Providing employees with details of:
 - the project, including proposed start and finish dates;
 - changes to their normal work hours and/or days;
 - any associated conditions (i.e. what allowances apply, if any).
- (c) Providing employees with an opportunity to:
 - ask questions about the project and changes to their normal work hours and/or days; and
 - discuss any problems (eg family circumstances or other commitments) with the changes to their normal work hours and/or days.

Managers shall consider the circumstances of individual employees when implementing the changes to their normal work hours and/or days.

5.3.3 *Expansion of Ordinary Time Hours*

Managers may require employees to extend the number of ordinary hours worked in a day up to ten hours. This may include night work and start and finish times may be staggered.

Overtime will be paid when an employee works beyond ten hours in one day or exceeds his/her ordinary weekly hours. Only in exceptional circumstances shall the manager require an employee to work overtime beyond ten (10) ordinary hours per day or beyond their ordinary hours for one week.

5.3.4 *Arrangement of Hours*

Managers may require the ordinary hours to be worked on any five (5) consecutive days in the week, Monday to Sunday inclusive, at the rates of pay prescribed by this Agreement.

5.3.5 *Night Work*

Where managers consider that night work is necessary to minimise inconvenience to the public, they may require employees to work all, or part, of their ordinary hours between 6.00pm and 6.00am.

In the main this clause relates to work performed in the central business district or on a main road. Examples of reasons for using the provisions of this clause will include, but are not limited to:

- (a) To minimise the impact on local businesses;
- (b) To minimise traffic congestion;
- (c) To minimise the number of people exposed to excessive noise; or
- (d) To improve public access to a recreational area.

No employee shall be required to perform night work for more than ten (10) working weeks, in any six (6) month period.

Employees performing night work (work outside an employees ordinary span of hours 6 00am to 6.00pm) will be paid a shift allowance in accordance with the relevant award.

5.3.6 *Early Start Times*

Managers may require that employees start work at any time from 4.00am onwards because of a special project. Care should be taken to ensure the project has no detrimental noise impacts on residents in the locality, and that productivity is not adversely affected.

5.3.7 Flexible Rostered Days Off

Managers may require employees to work up to five (5) rostered days off (RDOs) in any one year, with the worked RDO being either banked or paid at ordinary time pay rates at the employee's discretion.

5.4 Annual Close Down

The CEO will approve a Christmas/New Year close down period annually. To reduce Wide Bay Water Corporation's leave and banked time liability, the following arrangements apply over the close down period:

- (a) All employees will use accrued leave, RDO or banked time (TOIL) entitlements in the week between Christmas (December 25) and New Year (31 December), except where indicated below.
- (b) Managers may require that some staff remain at work on these dates. A minimum of two weeks notice will be given to employees who are required to work. Where possible, employees who indicate that they want to remain at work and who meet operational needs will be selected.
- (c) Employees who do not have sufficient accrued leave and/or banked time to cover their absence will receive an advance of either annual leave or banked time.

5.5 Local Area Agreements

The parties recognise that workforce flexibility is fundamental in providing responsive customer service and competitive cost structures. It is also seen as a means of providing employees with increased opportunities to plan their work and family life. Flexible working arrangements will be negotiated either on an individual or work team basis as appropriate to the employee's work situation and documented in a Local Area Agreement.

Important principles behind the flexible working arrangements are:

- such arrangements meet operational requirements;
- Agreement has been obtained from a two-thirds majority of the affected employees. However, if an employee is unable to perform flexible work arrangements that have been negotiated on a work team basis, substitute employee(s) may be utilised from similar workplaces so that Wide Bay Water Corporation can provide cost effective and responsive customer service; and
- approval has been obtained from management.

The parties agree to use the following process for developing and implementing Local Area Agreements.

- (a) Develop a Local Area Agreement:
 - (i) The parties to this Agreement may initiate discussions about possible Local Area Agreements;
 - (ii) A collaborative approach between the affected parties will be adopted when developing Local Area Agreements. All proposed Local Area Agreements must identify costs and benefits;
 - (iii) The parties to a Local Area Agreement will brief the Enterprise Consultative Committee about the progress of discussions. The Enterprise Consultative Committee must indicate its acceptance of the terms of the Local Area Agreement before a vote is taken;
 - (iv) All Local Area Agreements shall expire no later than the expiry date of this Agreement; and
 - (v) Employees may seek advice from their union representatives at any stage in this process.
- (b) Obtain Enterprise Consultative Committee endorsement to proceed
- (c) Vote on the proposed Local Area Agreement
Agreement of the parties bound to the proposed Local Area Agreement, requiring at least 75% of employees directly affected to agree to it. Where this occurs, all employees directly affected, including those who voted against the Local Area Agreement, will be bound by the Agreement.
- (d) Ratify the Local Area Agreement:
 - (i) Enterprise Consultative Committee Chairman to sign the Local Area Agreement on behalf of the Committee

- (ii) Chief Executive Officer to sign the Local Area Agreement on behalf of Wide Bay Water Corporation;
 - (iii) Union official/s to sign on behalf of union/s; and
 - (iv) Local Area Agreement to be ratified by the Queensland Industrial Relations Commission and included as part of this Agreement.
- (e) Implement the Local Area Agreement:
- (i) The Enterprise Consultative Committee is responsible for monitoring the implementation of Local Area Agreements and reporting their outcomes.
 - (ii) Either party may initiate a review of a Local Area Agreement by referring it to the Enterprise Consultative Committee.

The Local Area Agreements attached to this Agreement shall remain in force for the duration of this Agreement and should be read in conjunction with it. The Local Area Agreement will prevail in the event of any inconsistency between it and this Agreement.

Any dispute relating to the operation of a Local Area Agreement will be managed in accordance with the grievance and dispute settlement/resolution procedures in clause 1.9 of this Agreement.

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

Local Area Agreements are not intended to supplant or in any way derogate from the minimum work conditions set out in this Agreement. The parties recognise that Local Area Agreements may vary the conditions of employment, however, when viewed as a whole the employee must not be in an inferior overall position in terms of conditions than they would be under the terms of the Agreement and or parent award.

5.6 Rostered Day Off (RDO)

- (a) Employees who work their ordinary fortnightly hours over a nine (9) day fortnight receive a rostered day off (RDO) within that fortnight.
- (b) Where an employee's RDO falls on a public holiday it shall be taken on the working day immediately before or immediately after that public holiday. Should operational requirements prohibit taking the alternate day, the employee's RDO will be banked or taken at a mutually agreed time within that pay period.
- (c) Subject to operational needs, the employee or their supervisor may request that the employee work on their RDO (i.e. either bank the time or take their rostered day off on a different day). Unless otherwise agreed, two (2) business days' notice of such requests is to be given. Agreement to such requests will not be unreasonably withheld.
- (d) Where a supervisor requires an employee to work on their RDO and is unable to provide two (2) business days' notice of the request, the employee may bank the time in lieu equivalent to the actual hours worked or be paid at the rate of time and a half for the first three (3) hours and double time thereafter with a minimum payment of three (3) hours.
- (e) All existing full-time employees (as at the date of certification of this Agreement) may continue to work their standard hours over a nine (9) day fortnight unless otherwise mutually agreed between the employee/s and the employer or by way of Local Area Agreement. (This includes where an employee is redeployed or transferred at the employer's request.)
- (f) Where an existing employee and/or new employee applies for a vacant full time position and is the successful applicant, a nine (9) day fortnight or their existing mutually agreed flexible arrangement will be the default unless due to operational requirements this cannot be accommodated.
- (g) Where as a result of (f) Wide Bay Water Corporation cannot accommodate an existing employee's nine (9) day fortnight or their existing mutually agreed flexible working arrangement, during the recruitment process Wide Bay Water will provide full details to the employee and the employee's nominated representative outlining the operational reasons (which may include, but not limited to cost, lack of adequate replacement staff, loss of efficiency and impact upon customer service) as to why the existing arrangements are no longer viable and how the proposed alternative flexible arrangements will be more efficient. Wide Bay Water shall give consideration

to the issues raised by the employee and/or their nominated representative concerning the new flexibility arrangements.

5.6.1 *Wet weather RDOs*

Managers may require employees to take up to two (2) RDOs in any twelve (12) month period during wet weather, subject to the following conditions:

- (a) Prior to directing employees to take their RDO in wet weather, managers shall endeavour to arrange relevant and professionally conducted training (e.g. OH&S, EEO, skills development) and/or alternative work (e.g. at work sites not affected by wet weather and maintenance of equipment);
- (b) Where this is not possible, managers will inform employees that they are to take their banked time during wet weather no later than the normal finishing time on the previous day; and
- (c) Employees who do not have sufficient banked time (i.e. TOIL or RDOs) to cover a banked time day taken during wet weather may elect to work their next normal RDO, unless other arrangements are agreed with their supervisor.

5.7 **Banked Time (TOIL)**

5.7.1 *Overview*

Banked time (or TOIL) is the time an employee accrues instead of a payment for overtime for working beyond their ordinary hours. An employee who works in excess of ordinary hours may be granted time in lieu equivalent to the actual hours worked (banked time). Banked time does not apply to employees who are on-call (excluding clause 6.3.3 (c)) or who are called back to work (overtime is to be paid when an employee is called back to work).

The intention of banked time is to:

- (a) Provide employees with greater flexibility with their work hours so that they can better balance their work and family responsibilities; and
- (b) Provide Wide Bay Water Corporation with greater flexibility in service delivery.

5.7.2 *Banked Time Conditions*

Banked time, including RDOs, accrues on a time for time basis subject to the following provisions:

- (a) Where there is prior Agreement between a supervisor and an employee, an employee who requests approval to work in excess of their ordinary hours may accrue and bank the time in lieu equivalent to the actual hours worked (i.e. for each hour worked one hour is banked). Employees must obtain their supervisor's approval to bank the time before they work it;
- (b) Where Wide Bay Water Corporation requires an employee to work additional time it shall be paid as overtime or the employee may elect to bank the time in lieu (TOIL) equivalent to the actual hours worked;
- (c) The minimum amount of time that may be worked (banked) or taken under this clause is half an hour (1/2 hour);
- (d) Leave taken from an employee's bank shall be taken at a time mutually agreed between the employee and their supervisor. Such Agreement shall not be unreasonably withheld;
- (e) Employees may bank a maximum of fifteen (15) ordinary working days comprising of ten (10) RDOs and five (5) TOIL days. Any time worked beyond fifteen (15) ordinary days, will be paid (i.e. cashed-in) on a time for time basis in the next pay period. In the event that an employee has the maximum time accumulated in their bank and has "cashed in" the maximum time per annum, then the employee shall take one (1) additional rostered day off per fortnight; and
- (f) Employees may cash-in part or all of their bank at any time, provided that they may only be paid for (cash-in) up to ten (10) ordinary working days per financial year. The exception to this provision is that where an employee ceases employment with Wide Bay Water Corporation, any banked time owing to that employee shall be paid out.

6. LEAVE

6.1 Personal Leave

Employees, excluding casuals, are entitled to personal leave of fifteen (15) days for each completed year of employment with Wide Bay Water Corporation. A pro-rata entitlement will apply to any completed period of employment of less than one year and to part-time employees. Personal leave will accrue daily based on the ordinary hours worked by the employee and may accumulate to a maximum of thirty two (32) weeks.

An employee may access personal leave for absences relating to illness/injury (sick leave) or for the purposes of caring for a member of his or her immediate family (carer's leave).

6.1.1 Sick leave

Sick leave may be utilised when an employee is absent from duty due to a personal illness or non-work related injury. Sick leave is only to be taken when an employee is genuinely ill and suffering from an illness or incapacity which prevents attendance at work.

6.1.2 Certification of Sick Leave

An employee shall be entitled to take up to five (5) days sick leave per financial year without a doctor's certificate, providing that a leave application for any absence that exceeds two (2) consecutive working days is supported by the production of a medical certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to the employer. A duly qualified medical practitioner shall not include the services of osteopaths, acupuncturists, naturopaths, herbalists, homeopaths.

If an employee has taken an aggregate of five (5) uncertified sick leave days without a medical certificate within a financial year, all further absences may require the production of a medical certificate or other evidence of illness satisfactory to the employer.

If in the event an employee exceeds five (5) uncertified sick leave days in a financial year period, Wide Bay Water Corporation's absenteeism management process outlined in clause 6.2 may be implemented.

6.1.3 Illness during periods of annual or long service leave

An employee may make application for sick leave (excluding carer's leave) when on approved annual or long service leave as follows:

- (a) The period of the sickness must be two (2) or more working days;
- (b) The employee must provide a certificate signed by a duly qualified medical practitioner certifying that they are incapacitated by such illness to the extent that they would be unfit to perform normal duties for a period of not less than two (2) working days;
- (c) The employee must provide a written application to Wide Bay Water Corporation.

Subject to approval, the period of illness which occurred during the employee's annual or long service leave will be debited to the employee's personal leave entitlements and the employee's annual or long service leave entitlement shall be reinstated accordingly.

6.1.4 Significant Illness

All permanent employees with a minimum of twelve (12) months continuous service who have used all of their personal leave entitlements and have a significant illness or injury are entitled to a further fifty four (54) days sick leave in any twelve (12) month period subject to the following:

- (a) Wide Bay Water Corporation reserves the right to consult with an employee's treating doctor to better understand their condition and, if necessary, refer the employee to another doctor. The employee will be given the option of choosing this doctor from a panel of doctors nominated by Wide Bay Water Corporation. Wide Bay Water Corporation shall fund any such referrals.
- (b) Access to the fifty four (54) days sick leave will not be granted to employees with less than five (5) years continuous service where Wide Bay Water Corporation is able to substantiate (through pre-employment medical records or consultation with the employee and/or their treating doctor) that:
 - (i) an injury is pre-existing (prior to employment with Wide Bay Water Corporation); and

- (ii) treatment and/or surgery is elective.
- (c) The results of the above checks should be recorded for future information, subject to verification by the employee. Such information shall remain confidential between Wide Bay Water Corporation and the employee concerned and union official if appropriate.
- (d) A significant illness or injury shall mean certificated leave for a minimum of one (1) week's duration for an injury or illness in the first instance. Sick leave of a recurring nature, relating to previously approved access to the fifty four (54) days sick leave bank, is to be granted, where such sick leave meets the provisions of this clause.
- (e) The fifty four (54) days sick leave may only be accessed once in any twelve (12) month period, effective from the date that access is originally granted.

6.1.5 *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 and requires the employee's 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.

Carer's leave is not available where the employee's spouse has given birth to a child except where the spouse is incapacitated to such an extent that the employee is required to care for the newborn child or other children in the immediate family in the role of primary carer. Paternity leave is available following the birth of a child (refer clause 6.7.2).

Employees may use up to fifteen (15) days of their personal leave per financial year for the purposes of carer's leave. At the discretion of the Chief Executive Officer, employees may be granted reasonable unpaid Palliative Care leave in addition to paid personal leave. In this case, the conditions relating to Leave Without Pay in clause 6.4 apply.

Immediate family, in relation to an employee, includes:

- (a) a spouse of the employee;
- (b) a de-facto spouse (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);
- (c) a child (including an adopted child, a step-child or an ex-nuptial child);
- (d) a parent, grandparent, grandchild; and
- (e) a brother, sister, brother-in-law or sister-in-law.

6.1.6 *Certification of Carer's Leave*

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:

- (a) For any period of paid carer's leave which exceeds one (1) working day; and
- (b) After two (2) carer's days have been taken without a medical certificate in any financial year. In this situation a medical certificate may be required for every day of paid carer's leave requested during the remainder of that financial year, at the discretion of the department head.

A duly qualified medical practitioner shall not include the services of osteopaths, acupuncturists, naturopaths, herbalists, homeopaths.

6.2 **Absenteeism Management**

The parties recognise that absenteeism constitutes a significant industrial relations issue and cost overhead, and will collaborate on reducing its incidence.

After an employee has taken five (5) sick working days without a medical certificate from a duly qualified medical practitioner in any twelve (12) month period, he/she may be interviewed by a supervisor and asked to detail the reasons for their absences. At the supervisor's discretion the employee may be required to provide a medical certificate for each sick leave day requested for the remainder of that twelve (12) month period. In such cases the details of this meeting will be documented as a file note and placed in the employee's personnel file.

Where the results of a manager's attendance investigation show possible unsatisfactory attendance and reasons for absence, then the following actions may be taken:

- (a) Formally notify the employee of a forthcoming interview between the responsible officer or their nominated delegate, in the presence of their supervisor and notify the employee they may have a union representative or other support person present if that employee so requests;
- (b) If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter will be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee shall be entitled to have access to their files;
- (c) If the pattern of sick leave continues the manager has the discretion to require a second medical opinion. This second medical opinion would be funded by Wide Bay Water Corporation;
- (d) The results of the above checks will be recorded for future information subject to verification by the employee. Such information shall remain confidential between Wide Bay Water Corporation, the employee concerned and union official if appropriate.

6.3 Return to Work Program

The objectives of this clause are to:

- (a) Assist employees who are injured or ill to return to work;
- (b) Reduce long-term absence from the workforce due to illness or injury; and
- (c) Reduce Wide Bay Water Corporation costs in relation to sick leave.

6.3.1 Implementation of the Program

Where an employee is absent from work on certified sick leave for a period of twenty (20) consecutive working days or more (which is not associated with a work related illness or injury) he/she may be requested by WBWC to take part in a return to work program approved by a medical practitioner. This program will follow these principles:

- (a) Written permission will be sought from the employee to discuss their condition with their treating doctor and to establish the likely return to work date. This information will be obtained by the Human Resources Manager and treated confidentially;
- (b) Where the employee's treating doctor is unable or unwilling to provide information on the employee's likely return to work date, Wide Bay Water may refer the employee to a medical practitioner of its choice and will pay all costs associated with this consultation; and
- (c) A return to work program will be facilitated and developed in consultation with a medical practitioner (usually the employee's treating doctor), the employee and their supervisor.

If an employee refuses to participate in the return to work program developed in consultation with, and approved by, the medical practitioner, Wide Bay Water Corporation may suspend payment of sick leave provided that:

- (a) No employee shall have their sick leave entitlement suspended if, on the advice of the medical practitioner, they are unable to participate in a return to work program;
- (b) Wide Bay Water Corporation allows the employee to access to thirty (30) days of their sick leave entitlement;
- (c) Wide Bay Water Corporation notifies the employee's union (if he/she is a member) of their unwillingness to participate in a RTW program; and
- (d) Wide Bay Water Corporation gives the employee written notice prior to the suspension of their sick leave.

6.4 Leave Without Pay

Leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer. Employees are required to make formal application in advance for leave without pay and must include adequate justification for the request.

Each individual case will be considered on its merits but in general requests for leave without pay are only likely to be approved when all paid entitlements have been exhausted.

When an employee is granted leave without pay, the period of unpaid leave will not count towards the accrual of entitlements such as annual and long service leave and will not be counted as service for the purposes of annual progression through increment points on the Queensland Local Government Officers' Award classification scale. When an employee is granted leave without pay such leave will not constitute a break in the continuity of service of the employee.

Approval of leave without pay for an extended period may be given on the understanding that Wide Bay Water Corporation may backfill the position and that the employee on their return will be placed in a position as near as possible to their original position at their substantive rate of pay and not necessarily in the position held prior to commencing leave without pay.

6.5 Annual Leave

Employees (other than casuals) are entitled to four (4) weeks annual leave on full pay within a twelve (12) month period which is accrued proportionately on a fortnightly basis. Continuous shift employees are entitled to five (5) weeks annual leave on full pay within a twelve (12) month period. Conditions pertaining to annual leave are outlined in the relevant parent awards listed in clause 1.3. Employees working on a continuous shift roster shall be paid for ordinary time according to the projected roster for all periods of annual leave (Clause 7.1.4 Local Government Employees' Award).

6.5.1 Excess Annual Leave

Employees are normally expected to take their full annual leave entitlement within the year following its accrual. However, it is recognised that staff may wish to build up an accrual for an extended absence. The maximum annual leave accrual allowable is eight (8) weeks or ten (10) weeks for employees working a continuous shift roster.

To assist Wide Bay Water Corporation in managing excess annual leave balances, managers should develop an annual leave action plan for all employees with excessive annual leave. These plans should be developed by the employee and manager and should detail an agreed timeframe for when leave can be taken by the employee to ensure excessive leave is actively managed.

Where an employee has in excess of eight (8) weeks or forty (40) days annual leave (ten (10) weeks or fifty (50) days for employees working a continuous shift roster), the balance between eight (8) / ten (10) weeks and the actual accrual of leave entitlements must be exhausted in accordance with the following:

- (a) Forty one to sixty (41-60) annual leave days – The manager to negotiate a balance not in excess of forty (40) days annual leave as at 30 June each year within two (2) years of written notification to the employee, unless there are extenuating circumstances and these are clearly documented; or
- (b) *Continuous shift employees:* Fifty one to seventy (51-70) annual leave days – The manager to negotiate a balance not in excess of fifty (50) days annual leave as at 30 June each year within two (2) years of written notification to the employee, unless there are extenuating circumstances and these are clearly documented; or
- (c) Over sixty (60) annual leave days – The manager to negotiate a balance not in excess of forty (40) days annual leave as at 30 June each year within three (3) years of written notification to the employee, unless there are extenuating circumstances and these are clearly documented; or
- (d) *Continuous shift employees:* Over seventy (70) annual leave days – The manager to negotiate a balance not in excess of fifty (50) days annual leave as at 30 June each year within three (3) years of written notification to the employee, unless there are extenuating circumstances and these are clearly documented.

If the excess annual leave has not been exhausted within the timeframes specified in (a), (b), (c) or (d) above and Agreement cannot be reached for the leave to be taken at a mutually convenient time for the employee and Wide Bay Water Corporation, the employee may be directed to take such leave with at least four (4) weeks' notice in writing.

6.6 Long Service Leave

All permanent employees shall be entitled to thirteen (13) weeks paid leave after ten (10) years continuous service, with pro-rata entitlement after seven (7) years continuous service.

Employees may take all or part of the accrued long service leave after seven (7) years continuous service and pro-rata long service leave will be paid on termination of employment after seven (7) years of continuous service.

6.6.1 Excess Long Service Leave

Employees are expected to take their initial long service leave entitlement prior to the accumulation of a further pro-rata entitlement (i.e. within seven (7) years). Employees may accrue up to nineteen and a half (19.5) weeks, however specific clearance requirements are outlined below.

An employee with an accrued long service leave entitlement of nineteen and a half (19.5) weeks or more as at 30 June in any year will be required to clear not less than six and a half (6.5) weeks and not more than thirteen (13) weeks within two (2) years, except where the employee has advised of their intention to retire within the next five (5) years or where alternative arrangements have been agreed with the appropriate General Manager/Director.

All employees affected by this provision will be notified in writing of their long service leave entitlements when nineteen and a half (19.5) weeks is accrued and must consult with their manager to plan the taking of the excess balance within two (2) years. If the excess long service leave has not been exhausted within two (2) years and Agreement cannot be reached for the leave to be taken at a mutually convenient time for the employee and Wide Bay Water Corporation, the employee may be directed to take such leave with at least four (4) weeks' notice in writing.

6.7 Parental Leave

Employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

Any period of paid parental leave shall count as service for all purposes. Approved parental leave shall not break continuity of employment. The portion of parental leave taken as unpaid leave shall not count as service for the purposes of calculating any annual or long service leave entitlements or for progression through increment points on the Queensland Local Government Officers' Award classification scale.

For the purposes of this clause a "spouse" includes a de facto spouse, i.e. a person of the opposite or same sex as the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis.

6.7.1 Maternity Leave

Employees (excluding casuals) with twelve (12) months continuous service are entitled to access paid maternity leave for the birth of a child where they take on the role of primary care giver. The entitlement is based on the number of years' service the employee has with Wide Bay Water Corporation as follows:

Length of service	Leave entitlement
1 to 2 years	Four (4) weeks
2 to 4 years	Eight (8) weeks
5 years or more	Twelve (12) weeks

This paid parental leave must be taken at the commencement of the period of absence and will be paid at the employee's nominal pay rate. By Agreement between Wide Bay Water Corporation and the employee, paid parental leave may be taken as time on full pay, or as an equivalent amount of time on half pay.

This provision for paid leave will be replaced by (and not additional to) any legislated paid maternity leave introduced during the term of this Agreement.

In addition, employees may elect to be paid for up to two (2) weeks from their personal leave entitlement provided the employee has sufficient accruals to cover the period of payment.

In the event of a miscarriage after 28 weeks of pregnancy or the death of the child an employee is entitled to four (4) weeks paid parental leave.

Part-time employees are entitled to paid maternity leave plus the option to elect to be paid for up to two (2) weeks from personal leave entitlements (provided the employee has sufficient accruals to cover the period of payment) on a pro-rata basis.

Paid maternity leave is to form part of a maximum period of fifty two (52) weeks maternity leave of absence, as otherwise provided pursuant to the *Family Leave Award 2012*, and any period/s of paid annual, long service or sick leave taken during such leave shall also be inclusive of the maximum period of fifty two (52) weeks maternity leave.

At least ten (10) weeks prior to the expected date of confinement written notice of intention to take maternity leave must be provided. This must be accompanied by a certificate from a registered medical practitioner and identify the

expected date of confinement. An employee will not be in breach of this requirement if failure to give the stipulated notice is occasioned by confinement occurring earlier than the expected date.

Unless agreed otherwise between Wide Bay Water Corporation and the employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, Wide Bay Water Corporation may require the employee to provide a medical certificate stating that she is fit to perform normal duties. If normal duties cannot be offered, Wide Bay Water Corporation will explore other opportunities for the employee to undertake until the employee can return to their normal substantive role.

Unless agreed otherwise between Wide Bay Water Corporation and the employee, an employee may apply to change the period of parental leave on one occasion. Any such change is to be notified in writing at least four (4) weeks prior to the commencement of the changed arrangements.

An employee will notify of their intention to return to work after a period of parental leave at least (4) four weeks prior to the expiration of the leave.

An employee is entitled to work part-time hours, via mutual Agreement with Wide Bay Water Corporation for a period of up to two years after the birth of the child provided they are the primary care giver.

6.7.2 Paternity Leave

Where a male employee's spouse has returned to work within 12 months of the birth and the employee assumes the role of primary care giver, the employee may access the maternity leave provisions as per clause 6.7.1.

Employees (excluding casuals) with twelve (12) months continuous service are entitled to access up to two (2) week's paternity leave from their personal leave entitlement provided the employee has fifteen (15) days personal leave accrued. Paternity leave is available at the time of the birth of a child, except where the employee accesses the maternity leave provisions. Approval is subject to the production of satisfactory evidence.

6.7.3 Adoption Leave

Paid adoption leave will be granted provided supporting evidence is provided at least six weeks prior to the date of adoption of a child under twelve (12) months old.

A primary care giver of an adopted infant child is entitled to two (2) weeks paid adoption leave provided a statutory declaration identifying the employee as the primary care giver is supplied.

An adopting parent other than the primary caregiver or an adopting parent of a child over twelve (12) months old is entitled to one (1) week's leave from their personal leave entitlement provided the employee has sufficient accruals to cover the period of payment.

6.8 Compassionate/Bereavement Leave

Employees shall, on the death of a relative, be entitled to two (2) days paid bereavement leave (per occasion) up to and including the day of the funeral. Wide Bay Water Corporation may request the employee to furnish proof of the death.

In addition, employees are entitled to access up to five (5) days of bereavement leave from their personal leave entitlement for:

- (a) the death of a parent, step-parent, parent-in-law, spouse, child or stepchild and/or
- (b) travel outside of the Wide Bay region

provided the employee has sufficient accruals to cover the period of payment.

Part-time employees are entitled to bereavement leave only if the period of leave required to attend the funeral occurs on days where the employee would normally be scheduled to work.

For the purposes of this clause, a "relative" includes the following:

- Spouse (including a de facto spouse, i.e. a person of the opposite or same sex as the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis);

- Child, stepchild or grandchild;
- Parent, step-parent or parent in-law;
- a brother, sister, brother-in-law or sister-in-law;
- Step-brother or Step-sister;
- Niece or nephew;
- Aunt or uncle; and
- Grandparent or grandparent in-law.

At the discretion of the CEO, access to bereavement leave under other circumstances such as culturally significant relationships will be considered.

6.9 Natural Disaster Leave

Where a severe weather event occurs e.g., a natural flood, cyclone or severe storm, bushfire or earthquake event, employees shall be permitted to natural disaster leave without loss of pay, subject to approval by the Chief Executive Officer. Natural Disaster Leave may be granted in the following circumstances:

- (a) employees are unable to perform the required functions and reasonable duties or where to continue working under extreme conditions is inadvisable or not practical;
- (b) an employee is unable to attend work at any of Wide Bay Water Corporation's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there;
- (c) an employee is absent from his/her usual place of residence on approved leave or during a weekend and is unable to return in sufficient time to commence work;
- (d) an employee is required to return to his/her home before the usual ceasing time to ensure his/her own safety, the protection of family and property or the availability of transport facilities which may be disrupted or discontinued because of weather conditions;
- (e) an employee must of necessity remain at home to safeguard family or property;
- (f) an employee remains at home to have temporary repairs effected, restore belongings, clean up etc.

6.10 Defence Force Leave

Leave may be granted to an employee to attend camps, courses or schools of Australian Naval, Army or Air Forces. Where leave is granted and where the service pay received by the employee is less than the employee's ordinary rate of pay as an employee of Wide Bay Water Corporation, the Corporation shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.

"Service pay" for the purposes of this clause means and includes all payments received by the employee from Australian Defence Forces in respect of service during the period of Defence Force Leave on whatever days or days, Sunday to Saturday both inclusive, of the week or weeks in question.

6.11 Emergency Services Leave

Employees who are also members of a voluntary organisation that is called upon by the Government or an authority under the State disaster plan to assisting fire fighting or other emergency operations, may access up to two (2) weeks Emergency Services Leave per financial year provided that:

- (a) The employee has completed six (6) months continuous satisfactory service with Wide Bay Water Corporation;
- (b) The services of the employee are actually required in dealing with the emergency; and
- (c) The operations of the work unit in which the employee is employed are not unduly affected.

The employee must provide Wide Bay Water Corporation with evidence of:

- (a) The requirement to attend; and
- (b) Any earnings paid to the employee by the government or authority.

Where the employee's earnings received from the government or authority is less than the employee's normal salary received from Wide Bay Water Corporation, Wide Bay Water Corporation will pay the difference.

An employee may also access annual leave, banked time or long service leave to take Emergency Services Leave. An employee must give as much notice as possible.

7. REMUNERATION

7.1 Wages

With the intent of aligning and harmonising wages and allowances of Corporation employees with the Certified Agreement of the Corporation's Sole Shareholder, the Fraser Coast Regional Council, and the negotiations outlined in Clause 1.12 of this Agreement, it is agreed that wage rates for the Corporation's employees shall be adjusted and contained in accord with the provisions of Schedule 1 hereof. Such adjustment shall operate from the first full pay period on or after 1 July 2013.

In addition to the above payment, Wide Bay Water Corporation agrees to make an additional one off payment of \$500 per employee (excluding casual employees) payable at the same time as any Back Pay.

7.2 Annualised Allowances

In recognition of the cost of processing allowances and for providing employees with a stable income, a number of allowances provided pursuant to the 'parent awards' listed at clause 1.3 of this Agreement have been annualised and will be paid in accordance with Schedule 2 attached to this Agreement.

Annualised allowances are paid over fifty two (52) weeks a year, including annual leave. Annualised allowances are not paid for periods of long service leave or sick leave taken as a continuous period of four weeks or more.

Overtime does not attract allowances. This has already been included in the annualised amount.

Annualised allowances are included in the salary for superannuation purposes.

Allowances are paid to eligible employees in the work groups specified in Schedule 2. To be eligible for the annualised allowance an employee must be allocated full time to a specified work group and be performing substantially the same type of work as the work group. Where employees are allocated to another work group on a temporary basis for a period of five (5) full consecutive working days or more and are performing substantially the same type of work as the work group, the employee will be eligible for the annualised allowance of their temporary work group on a pro rata daily basis for the temporary period.

Where, due to unplanned emergency work, employees are allocated to another work group on a temporary basis for a period of less than five (5) full consecutive working days, they will be eligible for the annualised allowance of their temporary work group on a pro rata daily basis for the temporary period.

Allowances pursuant to the 'parent awards' listed in clause 1.3 that have not been annualised pursuant to Schedule 2 of this Agreement and may be claimed separately are: meal, , shift, first aid, mileage and tool. All other allowances pursuant to the 'parent awards' listed in clause 1.3 cannot be claimed.

During the first twenty four (24) months of this Agreement a process will be undertaken to review allowances with the aim of implementing the findings as part of the next enterprise Agreement. This process will review award conditions, involve in-field data collection to verify actual work conditions and activities and examine the issues of parity and fairness across the business in all work groups. This review will be supervised by the Enterprise Consultative Committee which will meet regularly as per clause 1.7 of this Agreement. The final review report will be presented to the Enterprise Consultative Committee, management and Board of Wide Bay Water Corporation a minimum of six (6) months prior to the expiration of this Agreement.

7.3 On-Call Arrangements (inside and outside staff)

Wide Bay Water Corporation may request an employee to be on-call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours, in accordance with an agreed roster and in accordance with the employee's job responsibilities and role. Participation in an on call roster will be mutually agreed taking into consideration employees' personal and family responsibilities.

Existing on-call arrangements for the Howard and Teddington Water Treatment Plants shall apply for the life of this Agreement unless varied in accordance with the provisions of clause 5.5 – Local Area Agreements.

7.3.1 Definitions

On-Call means that an employee is rostered to be available to respond within a reasonable time during the period of rostered standby to a request to perform emergency work which is in accordance with the employee's job responsibilities and role.

Call Out means the time from when an on-call employee leaves home to commence emergency work until the time the employee returns home. However, the employee must return home within a time that is reasonable having regard to the nature of the emergency work required to be performed and the distance that the employee was required to travel to attend the call out.

Emergency work means work that is required to be performed in emergent or unforeseen circumstances, i.e. not programmed work.

7.3.2 Objectives of the provision

The objectives of this provision are to:

- (a) Recognise the criticality of the call out service and the importance of reasonable reimbursement for service provision;
- (b) Establish consistency across the parent awards stated in clause 1.3 of this Agreement, with regard to on-call allowance entitlements;
- (c) Ensure provision of, and retention of employees to deliver, a functional on-call service, with full employee participation and commitment to support a team approach to service delivery; and
- (d) Complement a seven (7) day on-call roster for the life of this Agreement.

7.3.3 On-Call Allowance

- (a) An employee on-call is required to be available to perform emergency work if required by Wide Bay Water Corporation. An employee rostered to be on-call will be paid an allowance (On-call Allowance) of \$45 per day for the period that the employee is required to be available for emergency work.
- (b) To be eligible for the allowance, the employee must have been instructed to be available for work, be readily contactable, in a fit state to perform the work and be within reasonable travelling distance of the work site (if on site attendance is required).
- (c) Employees whose period of on-call duty includes or coincides with a public holiday shall have one day added to their RDO bank for each such holiday on which the employee is required to be on-call.

7.3.4 Call Out Payment

- (a) For employees working in occupations covered by the Local Government Employees' Award – State 2003, the overtime rates and minimum payments applicable for call outs are:
 - *Monday to Friday*
Minimum payment of four (4) hours
Three (3) hours at time and a half and double time thereafter
 - *Saturday*
Minimum payment of three (3) hours
Three (3) hours at time and a half and double time thereafter
 - *Sunday*
Minimum payment of three (3) hours at double time.
- (b) For employees working in occupations covered by any of the other parent awards listed in clause 1.3, the overtime rates and minimum payments prescribed by the relevant award shall apply.
- (c) If an employee is required to leave home and travel to a workplace to perform necessary emergency work, such work will be paid at the prescribed overtime rates from the time the employee leaves home to commence work until the time the employee returns home.

- (d) Where an employee who is on-call is called upon to perform emergency work from home, such work will be paid at the prescribed overtime rates from the time the employee commences the emergency work until the time the employee finishes the work.
- (e) Employees not in receipt of on-call allowance but who may be required to support the operation of the on-call service agree to continue to assist as required on a call out basis subject to reasonable consideration of employee wellbeing and work-life balance. In such circumstances, the relevant overtime payments outlined in clauses 7.3.4(a) and 7.3.4(b) shall apply.
- (f) Where an employee is required to leave home and attend a work site to perform emergency work, the employee will be released from duty after the completion of the last call-out for at least ten (10) consecutive hours without loss of pay for ordinary working time occurring during such absence.

7.3.5 *Wastewater Treatment On-Call Officers*

- (a) Wastewater Treatment On Call Officers required to respond to telemetry calls (no site attendance) shall be paid one (1) hour per telemetry call at their ordinary time rate except:
 - that more than one call within the same hour is classed as one telemetry call; and
 - if a call activity extends for more than sixty (60) minutes, it will be classed as two (2) call outs.
- (b) If there have been so many telemetry calls to significantly disrupt sleep, for safety reasons, the Supervisor must be informed. He may immediately send the operator home when he reports for duty for a rest break. Alternatively the parties may agree that it is safe for the operator to undertake normal duties but he may be directed to leave work early, without loss of pay, or be paid overtime or TOIL for an agreed period of disrupted sleep.
- (c) The significant disruption to sleep criteria used by the Supervisor will be a ten (10) hour break commencing after the second telemetry call which takes effect when there have been two calls or more between the period of 8.30pm and 5.30am. For example:
 - A single telemetry alarm call will not trigger the rest break rule.
 - After a second telemetry call the ten (10) hour rest break rule applies.
 - If there are two telephone alarm calls at 9.30pm and 10.30pm, the operator is to start work the next day ten hours after the second call finishes.
 - Telephone alarm calls at 6.00pm and 8.00pm will not trigger the rest break rule.
 - For a telephone alarm call lasting from mid-night to 1.30am, the operator is to start work next day at 11.30am, that is 10 hours after the second telemetry call-out.
 - If any telemetry alarm call continues past 8.30pm it will be deemed the first alarm call. For example:
 - Site call-out requiring pump station attendance from 6.00pm to 8.40pm, pay as per clause 7.3.4(a) plus – one call counted for rest break criteria
 - Telemetry alarm call lasting from 8.00pm to 8.40pm pay for one hour – first rest break alarm call
 - Telephone and/or computer from 8.00pm to 8.20pm pay for one hour – not first call.
- (d) When the operator has had to leave home to attend a problem on site whilst on-call, the ten (10) hour break conditions as per clause 7.3.4(f) will apply.

7.3.6 *Communication and Transport*

Subject to current Wide Bay Water Corporation policy and practice, employees who are placed on an on-call roster shall be provided with effective communication equipment and transport whilst on-call.

7.4 Workers' Compensation Top Up

During the life of this Agreement an employee may utilise personal leave entitlements to “top up” Local Government Workcare compensation payments to 100% of their pre-injury enterprise Agreement salary.

Employees must make a written application to Wide Bay Water Corporation and agree to the utilisation of their accrued personal leave balance before any top up arrangement is implemented.

7.5 Safety Representative Allowance

An employee who has the appropriate qualification and has been elected or appointed as a Safety Representative shall be paid a Safety Reps Allowance in accordance with Schedule 2 in recognition of the responsibility of the role.

8. DECLARATION AND SIGNATORIES

This Agreement has been negotiated through extensive consultation, commitment and participation between management, employees and the unions.

The contents of this Agreement have been fully considered by all parties.

All parties are entering into the Agreement with full knowledge as to the content and effect of the document. The parties declare that this Agreement:

- is not contrary to the public interest;
- is not unfair, harsh or unconscionable;
- was at no stage entered into under duress;
- reflects the interests, objectives and needs of the parties; and
- when viewed as a whole, does not disadvantage employees or reduce the entitlements or protections under the awards.

THIS AGREEMENT is made at [redacted] Queensland this day of 2013.

WIDE BAY WATER CORPORATION,

.....
Peter Care
Acting Chief Executive Officer

In the presence of:
??????

.....
WITNESS

SIGNED for and on behalf of the
Queensland Services Industrial Union of Employees

.....
Jenny Thomas
In the presence of:

Neil Henderson.....
WITNESS

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

.....
Ben Swan
In the presence of:

Chantel Woodhouse.....
WITNESS

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

.....
???????

In the presence of:

???????
WITNESS

SIGNED for and on behalf of the
Australian Manufacturing Workers' Union, Queensland

.....
Brian Devlin

In the presence of:

Shane Webb-Cash.....
WITNESS

SIGNED for and on behalf of the
Electrical Trades Union

.....
Keith McKenzie

In the presence of:

J Bignell.....
WITNESS

SIGNED for and on behalf of the
Plumbers and Gasfitters Employees' Union of Australia, Queensland Branch Union of Employees

.....
BM O'Carroll

In the presence of:

???????
WITNESS

SIGNED for and on behalf of the
Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch Union of Employees

.....
Michelle Rae

In the presence of:

David Pullen
.....
WITNESS

APPENDICES

Schedule 1 – Wages

Schedule 2 – Annualised Allowances

Appendix 1 – Wide Bay Water Corporation Howard Water Treatment Shift Work Local Area Agreement

SCHEDULE 1 – WAGES

Wide Bay Water Corporation Wages Schedule

Queensland Local Government Officers' Award	
Effective from first full pay period on or after 1 July 2013	
Classification Level	equalisation with FCRC
1.1	\$46,258
1.2	\$46,998
1.3	\$48,208
1.4	\$49,366
1.5	\$50,553
1.6	\$51,606
2.1	\$52,850
2.2	\$54,076
2.3	\$55,303
2.4	\$56,531
3.1	\$57,755
3.2	\$58,982
3.3	\$60,210
3.4	\$61,436
4.1	\$62,661
4.2	\$63,889
4.3	\$64,950
4.4	\$66,179
5.1	\$67,430
5.2	\$68,515
5.3	\$69,847
6.1	\$72,207
6.2	\$74,571
6.3	\$76,925

Local Government Employees' Award - State	
Effective from first full pay period on or after 1 July 2013	
Classification Level	equalisation with FCRC
Level 1	\$47,288
Level 2	\$47,998
Level 3	\$48,852
Level 4	\$49,737
Level 5	\$50,793
Level 6	\$52,631
Level 7	\$54,458
Level 8	\$56,117
Level 9	\$57,944

Engineering Award - State	
Effective from first full pay period on or after 1 July 2013	
Classification Level	equalisation with FCRC
C11	\$47,998
C10 (Trade Qualified)	\$50,793
C9	\$52,631
C8	\$54,458
C7	\$56,107
C6	\$59,769
C5	\$61,551

Building Trades Public Sector Award - State	
Effective from first full pay period on or after 1 July 2013	
Classification Level	equalisation with FCRC
BT1 (Trade Qualified)	\$50,793
BT2	\$52,631
BT3	\$54,458

SCHEDULE 2 – ANNUALISED ALLOWANCES

WIDE BAY WATER CORPORATION ANNUALISED ALLOWANCES SCHEDULE	
Effective from first full pay period on or after 1 July 2013	
	\$ Per Annum
Work group	
Water and Wastewater Treatment	\$997
Water Operations	\$1,992
Sewerage Operations	\$13,032
Plumbers	\$7,159
Mechanical Fitters	\$12,124
Electrical Fitters	\$7,384
Trades Assistant (50% water, 50% sewer)	\$7,512
Safety Reps Allowance	\$646

APPENDIX 1 – HOWARD WATER CORPORATION TREATMENT SHIFT WORK LOCAL AREA AGREEMENT

1. Title

This Agreement shall be known as the *Wide Bay Water Corporation Howard Water Treatment Shift Work Local Area Agreement*.

2. Relationship to Awards and Other Agreements

This Local Area Agreement, has been made pursuant to clause 5.5 of the Wide Bay Water Corporation Certified Agreement 2010 and shall be read in conjunction with the Local Government Employees' (excluding Brisbane City Council) Award – State 2003 (the Award), and the Wide Bay Water Corporation Certified Agreement 2013 (*the Certified Agreement*). This Local Area Agreement shall prevail in the event of any inconsistency between the Award, and/or the Certified Agreement and this Local Area Agreement.

3. Parties Bound

This Agreement shall apply to Wide Bay Water Corporation and all persons employed under the Award and working at Wide Bay Water Corporations Howard Treatment Plant in the capacity of water treatment operators.

Operation

This Agreement will remain in force for the duration of the Wide Bay Water Corporation Certified Agreement 2013.

4. Objectives

The objectives of this *Agreement* are to:

- improve operational efficiency at the water treatment plants;
- provide pay and conditions as per Award which are better than the existing Industrial Agreement;
- provide for a greater spread of attendance hours at the treatment plants.

5. Background

Currently the operators at the water treatment plants are paid in accordance with an Industrial Agreement dated 7 April 1986 which is in a broad sense, redundant and out of date - the Hervey Bay/Woocoo Water Supply Board no longer exists and the Operators would be better off on the current Award.

Both Wide Bay Water Corporation and treatment plant operators would benefit by changing terms and conditions of employment from the old Industrial Agreement to the current Award pay and conditions.

If the Australian Workers Union desired a formal change, Wide Bay Water Corporation would be willing to support a joint application to the Industrial Commission for termination of the old Industrial Agreement.

Current negotiations have focussed on the mutual benefits of extending the ordinary hours worked from 8.5 hours to 9.5 hours per day. The benefits for Wide Bay Water Corporation being increased hours of plant attendance and the benefits for the Operators being an additional rostered day off in a two-week period.

The recent upgrades to the plant have eliminated handling of bagged lime and alum which were the biggest workplace health and safety issues. In addition, installation of new electrical switchboards, control systems and dosing pumps will also eliminate the time consuming problems the operators have had to suffer due to the age of the plant and equipment.

6. Work Practice Change

The following work practice changes shall be applicable to the Wide Bay Water Treatment Plant Operators.

Increased Spread of Hours

- (a) A shift roster comprising 8 days per fortnight (Monday to Sunday)

Spread of hours between 5:30am and 9:00pm
Shift work 9.5 hours per day (76 hours per fortnight)

Hours of Work

The ordinary hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

A shift shall consist of not more than ten hours inclusive of crib time.

Afternoon Shift

Unless otherwise agreed between Wide Bay Water Corporation and the majority of employees affected:

An afternoon shift shall be a shift finishing after 6:00pm and at or before midnight.

Meal and Crib Break

Employees shall be entitled to a meal break of not less than 30 minutes and not more than one hour.

Shift workers shall be allowed 30 minutes for crib without loss of pay to be taken in such a manner as to not interfere with the continuity of work.

Shift Allowance

In addition to the wage rates prescribed by the Award, shift workers shall be paid an afternoon shift allowance as set out hereunder:

The afternoon shift allowance is to be 12% or \$9.70 per shift (whichever is the greater) effective as from 1 May 2001.

The percentage allowance is to be 12.5% or \$9.70 per shift (whichever is the greater) effective as and from 1 November 2001.

Weekend Allowance

Shift Allowance(s) shall not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

Overtime

All authorised overtime performed by shift workers shall be paid for at the rate of double time.

Call Out

An employee recalled to work overtime on one of their ordinary working days shall receive a minimum payment of four hours at the prevailing overtime rate:

An employee shall not be entitled to a minimum payment in respect of each call-out on the same day.

Provided that in lieu of the four hours' minimum payment mentioned above, where the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question or where the employee is required to remain on call and is paid the allowance prescribed by clause 5.8(15) of the Local Government Employees' Award - State 2003, a minimum payment of two hours at the prevailing overtime rate shall be payable.

Employees recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.

Public Holiday Clause

All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

Annual Leave

Every employee shall at the end of each year of employment, be entitled to an annual holiday on full pay as follows:

- (i) Not less than five (5) weeks (of 190 hours) if employed on shiftwork where three shifts per day are worked over a period of seven days per week..
- (ii) Not less than four (4) weeks (of 152 hours) in any other case.

For the signatories in the Memorandum attached to this Agreement, the annual leave entitlement shall be not less than five (5) weeks per annum.

Other Inclusions

Employees will receive all the entitlements and benefits of the Wide Bay Water Corporation Certified Agreement 2013.

Employees will not be forced against their will to be part of a Wide Bay Water Call-Out Roster.

As stated in the "Collective Bargaining" section of the Enterprise Bargaining Agreement:

During the life of the EBA, there will be no individual employee contracts for any employee covered by State Awards.

7. Work Practice Outcomes

- (a) Work shall be directed towards achieving performance outcomes as follows:
 - (i) production of a reliable safe quality of water in the quantities required;
 - (ii) more efficient in maintenance and operating of treatment plants;
 - (iii) improvement in safety in accordance with the recommendations of safety audits conducted from time to time.
- (b) Terms and conditions of employment will be no less than that prescribed by the State Award.

8. Performance Measures

The benefits of this Agreement will be measured by:

- monitoring water quality;
- measuring plant availability and reliability;
- improvements in safe work practices.

9. Dispute Settlement

Disputes arising from the interpretation or implementation of this Local Area Agreement shall be resolved in accordance with clause 1.9 of the Wide Bay Water Corporation Certified Agreement 2013.