

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Fraser Coast Regional Council Certified Agreement 2015

*Matter No. CA/2015/5*

Commissioner Black

28 May 2015

CERTIFICATE

This matter coming on for hearing before the Commission on 17 April 2015 the Commission certifies the following written agreement:

Fraser Coast Regional Council Certified Agreement 2015 - CA/2015/5 as amended.

Made between:

Fraser Coast Regional Council

AND

Employees of Fraser Coast Regional Council

The following Unions became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*:

Queensland Services, Industrial Union of Employees,  
The Australian Workers' Union of Employees, Queensland,  
Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, Plumbers &  
Gasfitters Employees' Union Queensland, Union of Employees, and  
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees,  
Queensland.

The agreement was certified by the Commission on 28 May 2015 and shall operate from 28 May 2015 until its nominal expiry on 15 March 2018.

In order to make the agreement certifiable, the following undertakings were given:

**1. Clause 1.3.2**

The Agreement shall be read and applied as if clause 1.3.2 was deleted:

~~1.3.2 — This Agreement is binding on the following parties:~~

- ~~• The Employer and all its current and future employees regardless of membership of any relevant union;~~
- ~~• 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);~~
- ~~• Transport Workers Union of Australia, Union of Employees Queensland (TWU);~~

- ~~Automotive, Metals, Engineering, Printing & Kindred Industries Industrial Union of Employees Queensland (AMWU); and~~
- ~~United Voice, Industrial Union of Employees Queensland (previously LHMU).~~
- ~~The Electrical Trade Union of Employees Queensland (ETU);~~
- ~~Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (PGEU); and~~
- ~~Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch Union of Employees (APESMA).~~

**2. Clause 2.8**

Clause 2.8 of the Agreement (“Probationary Period”) shall be read and applied as if the following words were contained at the end of the first paragraph:

**“However any extension of the probationary period beyond 3 months does not remove an employee's unfair dismissal remedy pursuant to s 72 of the Act if they are dismissed after the first three months of employment.”**

**3. Clause 5.2.8**

In relation to clause 5.2.8 of the Agreement (“Fitness for Duty”), this clause shall be read and applied as if the following words were deleted:

~~“Where it is established through medical reports and/or functional capacity assessment that there is no likelihood of the employee returning to work, at any time after three (3) months from the commencement of the continuous absence the Employer may terminate the employee on invalidity grounds.” and replaced with the following words:~~

*“Where it is established through medical reports and/or functional capacity assessment that there is no likelihood of the employee returning to work, **termination of employment may occur provided that the employee has been absent on unpaid leave through illness or injury for more than three months within a one year period.**”*

**4. Clause 1.3.1**

In relation to clause 1.3.1, Council undertakes to apply the clause as if the words “technical/specialist” were deleted.

**5. Clause 6.2.2**

In relation to clause 6.2.2 of the Agreement, Council undertakes to apply the clause as if the following words were deleted:

~~*“All transferring employees who become employees of the Employer become covered by and are subject to the employment conditions set out in this Agreement.”*~~

This agreement replaces Fraser Coast Regional Council State Certified Agreement 2011 - (CA/2011/320)

By the Commission.

Commissioner Black

# Fraser Coast Regional Council Certified Agreement 2015

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## **Part 1: General Provisions**

### **1.1 Title**

This Agreement shall be known as the Fraser Coast Regional Council Certified Agreement 2015.

### **1.2 Definitions and Abbreviations**

#### **Definition**

Act	means the Industrial Relations Act 1999 (Qld), as varied or replaced from time to time.
Award	means the Queensland Local Government Industry Award – State 2014 and/or Training Wage Award – State 2003
CPI	means the annual March quarter ABS 6401.0 All Groups Consumer Price Index for Brisbane published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics stops publishing the CPI, then CPI means the index officially substituted for it.
Employer	means Fraser Coast Regional Council.
QES	Means the Queensland Employment Standards contained in Chapter 2A, Part 2 of the Industrial Relations Act 1999 (Qld).

### **1.3 Application and Parties Bound by the Agreement**

1.3.1 This Agreement applies to the Employer and its employees in operational, trade, administrative, technical and professional roles, but shall not apply to the employment of the Chief Executive Officer, Directors, Managers and technical/specialist roles employed pursuant to a written contract of employment, where:

- (a) the contract of employment states that the Agreement will not apply to the terms and conditions applicable to the employee; and
- (b) the terms and conditions of the contract did not result, on balance, in a reduction of the overall terms and conditions of employment that would have been applicable to the employee under this Agreement.

1.3.2 This Agreement is binding on the following parties:

- The Employer and all its current and future employees regardless of membership of any relevant union;
- 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);
- Transport Workers Union of Australia, Union of Employees Queensland (TWU);
- Automotive, Metals, Engineering, Printing & Kindred Industries Industrial Union of Employees Queensland (AMWU); and
- United Voice, Industrial Union of Employees Queensland (previously LHMU).
- The Electrical Trade Union of Employees Queensland (ETU);
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (PGEU); and

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

Employees covered by this Agreement are required to work within the employment conditions set out in this Agreement and all future employment offers covered by this Agreement will be subject to the employment being regulated by this Agreement.

#### **1.4 Date and Period of Operation**

This Agreement shall operate from the date of certification and remain in force until 15 March 2018, except where otherwise provided for in the Agreement.

#### **1.5 Relationship to Awards and Industrial Instruments**

This Agreement shall be read and interpreted wholly in conjunction with, but not limited to the following Awards and industrial Agreements covering Council employees. 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 Award shall apply.

- Queensland Local Government Industry Award – State 2014
- Training Wage Award – State 2003

#### **1.6 Dispute Resolution**

1.6.1 This term applies to a dispute regarding:

- (a) a matter arising under this industrial instrument and/or Award; or
- (b) the Queensland Employment Standards

1.6.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employee's industrial interests.

1.6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and relevant supervisors or management, or both.

The following procedure will apply for the resolution of any dispute which arises in relation to matters contained within this Agreement:

##### **Stage 1 – Refer to immediate Supervisor**

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 and the remedy being sought.

A meeting between the employee and the Supervisor shall be held as soon as practicable, to discuss the matter. The meeting should be held within 48 hours of notification.

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 – Refer to next level of management**

Where the grievance/dispute has not been resolved or the matter is inappropriate to be raised with the immediate Supervisor, the Supervisor or employee may refer the matter to the next level of management or department head. Further discussions involving all parties shall be held again within 48 hours, if practicable.

The assistance of the People Development Department may be sought at this stage.

## **Stage 3 – Refer to Chief Executive Officer**

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 (CEO) within 48 hours.

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

## **Stage 4 – Refer to External Agencies**

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission. The parties agree that any arbitrated decision by the QIRC will be binding on all parties to the dispute.

1.6.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.

1.6.5 The commission may deal with the dispute as follows—

- (a) the commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
- (b) if the commission does not resolve the dispute under paragraph (a), the commission may then deal with the dispute in accordance with its jurisdiction under the Act.

Note:

1. If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
2. Chapter 9 of the Act provides for appeals against particular decisions made by the commission.

1.6.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this industrial instrument and the Act.

1.6.7 Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, which is safe and appropriate for the employee to perform.

1.6.8 The parties to the dispute agree to be bound by a decision made by the commission in accordance with this term.

## **1.7 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 (except for those decisions of the QIRC that are handed down as a general ruling) above those provided under the terms of this Agreement.

## **1.8 Individual flexibility Agreement**

- 1.8.1 An employer and employee covered by this industrial instrument may agree to make an individual flexibility arrangement to vary the effect of terms of this industrial instrument if:
- (a) this industrial instrument deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in 1.8.1(a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 1.8.2 The employer must ensure the terms of the individual flexibility arrangement:
- (a) are only about matters required or permitted to be in this industrial instrument; and
  - (b) are not non-allowable provisions; and
  - (c) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument.
- 1.8.3 The employer must ensure the individual flexibility arrangement:
- (a) is in writing and signed by the employer and employee; and
  - (b) states:
    - (i) the names of the employer and employee; and
    - (ii) the terms of this industrial instrument that will be varied by the arrangement; and
    - (iii) how the arrangement will vary the effect of the terms; and
    - (iv) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument; and
    - (v) the day on which the arrangement commences; and
  - (c) if the employee is under 18 years of age is signed by a parent or guardian of the employee.
- 1.8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.8.5 An individual flexibility arrangement may be terminated:
- (a) by either the employee or employer giving written notice of:
    - (i) a period agreed between the parties of up to 12 months; or
    - (ii) if no period has been agreed—28 days; or
  - (b) by the employer and employee at any time if they agree in writing to the termination.

## **1.9 Letter of Appointment**

Employees at the date of certification of this Agreement will be issued with a letter of appointment outlining their terms and conditions of employment in accordance with this industrial instrument.

## **Part 2: Employment**

### **2.1 Types of Employment**

The employer 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 Award unless otherwise provided for in this Agreement.

### **2.2 Employment Categories**

Categories of employment with the Employer are:

- full-time employment
- part-time employment (job-share employment)
- casual employment
- maximum-term employment

### **2.3 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 Award, excluding “maximum-term”, “part-time”, “job-share” or “casual” employment.

### **2.4 Part-Time Employment**

Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all Award and Agreement entitlements are paid on a pro-rata basis.

At the time of engagement, the Employer and the part-time employee will agree in writing on a pattern of work relevant to the position.

A part-time employee will be eligible for annual increments (where applicable) on the same basis as a full-time employee following a satisfactory performance appraisal.

The employee may agree to work additional hours over and above their employment contract. Mutually agreed hours is defined where an employer and the employee mutually agree to change the hours of work or work additional hours within the ordinary span of hours. Any hours worked in excess of the full time equivalent hours will be paid at the applicable overtime rates.

## **2.5 Casual Employment**

Casual employment is as defined in the relevant Award and does not include employment that is considered full-time, part-time, job-share or maximum-term employment in accordance with this Agreement. Casual engagements will be as defined in the Award other than as outlined below:

- (a) For attendance at any staff meetings casual employees will be paid a minimum of one hour.
- (b) When undertaking aquatic classes, casual employees will be paid a minimum of one hour.
- (c) For casual employees engaged at Council's aquatic centres (except when undertaking aquatic classes), libraries, galleries, customer service, airports and theatres, a minimum of two hours work will be paid on each engagement.

A casual employee is employed on an hourly basis. Employment is subject to termination at any time with three hours notice.

### **2.5.1 Hours of duty and meal breaks**

The ordinary hours of duty of casual employees shall be as per the maximum hours specified in the relevant Award. These ordinary hours shall be worked between the hours of 6.00am and 9.30pm Monday to Friday inclusive, and between the hours of 6.00am and 12.00 noon on Saturdays.

Ordinary daily hours shall be worked continuously, provided that no casual employee will be required to work continuously for more than 5 hours without a meal break (minimum of 30 minutes in duration). This break will not be counted as working time. If a meal break is not given after five hours, double time shall be paid for all time worked until such time as the meal break is provided.

### **2.5.2 Rate of pay – casual employee**

The hourly rate of pay of casual employees shall be ascertained in accordance with the terms and conditions of the relevant Award unless varied by this Agreement.

## **2.6 Maximum-Term Employment**

Maximum-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-term employment shall be limited to the engagement on work within the following circumstances:

- (a) for the completion of a specified task/s or project;
- (b) to relieve in a vacant position arising from an employee taking leave;
- (c) for the provision of specialist skills that are not available within the organisation for a specified period of time;
- (d) for the provision of additional labour in periods of organisational change or fluctuating work demands for a specified period of time; 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-term basis, the Employer 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 period is not expected.

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

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

The maximum-term arrangement may be ceased by the Employer with the giving of four weeks notice or payment provided in lieu.

## **2.7 Job-Sharing**

It is agreed that all parties to this Agreement will facilitate a job-sharing arrangement for permanent full-time positions where it can be demonstrated that such an arrangement does not result in any extra cost to Council, the job is appropriate for job-sharing and that any arrangement proposed by the employee/s has been agreed by management in the particular work area. Approval for a requested job sharing arrangement shall not be unreasonably withheld.

A job-share Agreement setting out terms, conditions and requirements of the arrangements shall be agreed to by the Council and the employees undertaking the share arrangement prior to the arrangement commencing. At the time of acceptance of the job-share arrangement, it will be made clear in writing whether the arrangement is a temporary or permanent arrangement. If it is a permanent job-share arrangement, it will be made clear that no right exists to return to the employees former full-time permanent role.

Employees employed on a job-share basis shall be entitled to all leave as prescribed by the provision of the relevant Award and Agreement on a pro-rata basis. All other provisions of this Agreement shall apply. To avoid any doubt, employees filling a position on a job-sharing basis shall access their review and annual increments (where applicable) on the same basis as a full-time employee. Management may at any time suspend or terminate the job share arrangement based on business or operational requirements. Where this occurs the affected employees, and the relevant union to which they belong, will be consulted and given one (1) months' notice about the change.

## **2.8 Probationary Period**

The Employer will employ all employees other than casual employees on an initial probationary period. The initial probationary period shall be for a period of three (3) months, with the Employer having the ability to extend the probationary period for a further three (3) months if there are concerns regarding the performance of the employee and these concerns have been previously raised in writing and the performance standards required which are clearly outlined to the employee within the initial three (3) month probationary period. The parties agree that extension to the probationary period is to facilitate an opportunity for employees who have had genuine concerns raised regarding their performance.

The employee shall be advised of, and given an opportunity to make response to, any adverse material about them which the Employer intends to take into account in a decision to terminate the employment upon or before the expiry of the probationary period.

In the event a temporary employee is permanently appointed to the position for which they were initially employed, no additional probationary period is to apply.

Where a temporary employee is successful in obtaining permanent employment, in a different position to that for which they were initially employed, the Employer reserves the right to make the offer of employment subject to successful completion of a probationary period.

Where an employee takes leave during the initial period of probation, the Employer reserves the right to extend the period of probation by a corresponding period equal to the amount of leave time taken.

For any other employment arrangement, probation is as prescribed in the relevant Award.

### **Part 3: Remuneration**

#### **3.1 Wage and Salaries**

3.1.1 Employee's employed prior to the commencement of this Agreement will receive the wages specified in Schedule 1 unless varied in accordance with clause 3.4.

3.1.2 Except for the employee's referred to in clause 3.1.1, all other employees employed under the Agreement will receive the wages set out in Schedule 2.

3.1.3 Employees in receipt of the wages set out in Schedule 1 and Schedule 2 are not eligible to claim the following Award allowances:

- Uniforms and laundry allowance
- Leading hand allowance (refer clause 3.5.2)

3.1.4 Payment of wages will be paid fortnightly by electronic funds transfer.

#### **3.2 Wage and Salary increases**

3.2.1 The Employer's new wage schedule will be effective from the first full pay period on or after 1 July each year as follows:

Effective from 1 July 2014 – wage schedule in accordance with Schedule 1 and Schedule 2.

**Year 1 Effective from first full pay period on or after 1 July 2015** – pay increase equivalent to *All Brisbane CPI March Quarter or 2.0% whichever is greater.*

**Year 2 Effective from first full pay period on or after 1 July 2016** - pay increase equivalent to *All Brisbane CPI March Quarter or 2.0% whichever is greater.*

**Year 3 Effective from first full pay period on or after 1 July 2017** - pay increase equivalent to *All Brisbane CPI March Quarter or 2.0% whichever is greater.*

### **3.3 Incremental changes to Employee classifications**

3.3.1 Where applicable, movement to the next salary point within a level will be by way of annual increment subject to the employee having given satisfactory service for the prior twelve months in accordance with a Staff Development and Appraisal System developed by the Employer.

### **3.4 Career progression**

Where an employee referred to in clause 3.1.1 who was employed by the Employer prior to the commencement of this Agreement -

- (a) Is offered (and accepts) another position will be paid at the rate of pay applicable to that position pursuant to Schedule 1; or
- (b) Where an employee is directed by the employer to be permanently redeployed into an alternative position will be paid at the rate of pay applicable to that position pursuant to Schedule 1.

### **3.5 Allowances**

3.5.1 Subject to clause 3.6 employee's entitlements to allowances are contained in the Award.

3.5.2 Team Leader Incentive Payment

Employee's classified in accordance with the Award under the building trades group, engineering group and operations group, and appointed by the Employer as a Team Leader will receive a Team Leader Incentive Payment in lieu the Leading Hand Allowance specified in the Award as follows:

In charge of 2 or more but less than 6 employees	\$ 7.71 per day
In charge of 6 or more but less than 11 employees	\$11.57 per day
In charge of 11 or more employees	\$15.38 per day

- (a) The Team Leader Incentive payment will not be paid for periods of leave.
- (b) The Team Leader Incentive Payment does not attract penalty rates.
- (c) The Team Leader Incentive Payment will attract superannuation guarantee payment.
- (d) The Team Leader Incentive payment will be subject to increases in accordance with the percentage wage increase contained in clause 3.2.1.

### **3.6 Preserved Allowances**

3.6.1 Employee's who were employed by the employer prior to commencement of this Agreement will continue to be paid the relevant preserved allowances as per Schedule 3 (where those allowances are greater than the Award):

- Whilst the employee remains employed within their allowance occupational group; or
- When an employee is directed by the employer to be permanently redeployed into an alternative position.

3.6.2 The annualised allowances listed in Schedule 3, with the exception of Preserved (C) and Preserved (D), will increase in accordance with the percentage wage increase contained in clause 3.2.1 and applied on the 1 July annually.

### **3.7 Employee classifications**

3.7.1 Employee classification levels are provided for in the Award.

3.7.2 Schedule 2B translates Employee classification levels that were provided for under Awards that applied to Employees prior to the commencement of the Award, to those that are now applicable under the Award and this Agreement.

## **Part 4: Hours and Flexible Working Arrangements**

### **4.1 Christmas Close-down**

The CEO will approve a Christmas/New Year close down period each year. To reduce the Employers accrued leave liability, employees will take leave over the close down period as follows:

- (a) All employees will use any accrued leave entitlements (excluding sick leave) for the period of the close down except where indicated below;
- (b) Management may require that some employees remain at work on these dates. A minimum of two (2) weeks' notice will be given to employees who are required to work. Where possible, employees will be selected based on their preference to work and on operational needs; and
- (c) Where employees do not have sufficient accrued leave to cover this period, the Employer will allow employees to utilise up to a maximum of four (4) days from future annual, RDO or TOIL leave entitlements.

### **4.2 Wet Weather RDO**

Managers may require those employees who work outdoors to take up to two (2) single RDOs in a 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. WH&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 RDO or TOIL time during wet weather no later than the normal finishing time on the previous day; and
- (c) Employees who do not have sufficient TOIL or RDO to cover a banked time day taken during wet weather must work their next normal RDO, unless other arrangements to make up this time are agreed with their Supervisor.

Where an employee has excess RDO, TOIL, annual leave and/or long service leave balances as per clause 4.10, 5.1 and 5.8, they may be directed to take these excess days during wet weather.

### **4.3 Natural Disaster and inability to report for work due to isolation**

Subject to approval of the CEO, employees shall be permitted to up to a maximum of 5 days natural disaster leave, in the following circumstances:

- (a) Where a State of Emergency has been declared which results in situations where employees are unable to perform the required functions and reasonable duties or where to continue working under extreme conditions is unadvisable or not practical and where employees are required to leave the work site and return home as approved by the CEO;
- (b) Where any employee is isolated as a result of a declared state of emergency caused by but not limited to a natural flood, bushfire or earthquake events, and accordingly is unable to report for work at any of the Employers depots or premises.

Where due to an employee's circumstances which prevents them from attending work or requires them to leave in a non-state declared emergency the employee may seek approval to leave work and will be eligible to access any accrued leave balance excluding personal leave or take leave without pay.

### **4.4 Specific Projects/Tasks**

Special projects may include any work that is not ordinary maintenance or programmed maintenance work. When special projects are undertaken or where special circumstances (such as tidal or flood waters, traffic flows or climatic conditions) necessitate work outside the ordinary work hours, such work may be done outside the span of hours without payment of overtime. The maximum number of ordinary daily hours shall not be exceeded. Special projects/tasks may necessitate work outside of normal working hours for the following reasons:

- To minimise the impact on local businesses;
- To minimise traffic congestion;
- To minimise the number of people exposed to excessive noise;
- To improve public access to a recreational area; or
- To undertake emergency work due to extreme or adverse climatic conditions.

Care should be taken to ensure there is no detrimental impact on residents in the locality, and that productivity is not adversely affected.

Managers may, after consultation with employees, require the following:

- Extension of employees' ordinary hours to be worked up to ten (10) hours per day which may include night work and staggered start and finish times;
- Employees to work on any five consecutive days Monday to Sunday, subject to applicable overtime rates;
- Employees to work at night including all, or part, of their ordinary hours between 6.00pm and 6.00am;
- Employees to commence from 4am; and
- Employees to work up to five (5) rostered days off in any one year.

Overtime will be paid where:

- weekend work is involved;
- ordinary hours for the fortnight are exceeded; and
- more than 10 consecutive hours are worked in any one day.

A shift allowance of 15% will be applicable for the hours when an employee is required to work all or part of their ordinary hours between the hours of 6.00pm and 6.00am.

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.

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

The parties recognise the advantage of continuing certain operations beyond the normal meal break times and agreed that meal breaks may be delayed for up to two (2) hours when necessary without penalty rates applying.

#### 4.4.1 Employee Consultation and Notice

For the purposes of this clause 4.4 in its entirety, consultation with affected employees shall mean:

- (a) Notifying employees at least one (1) week before they are requested 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 and changes to their normal work hours and/or days; and
  - Any associated conditions (i.e. applicable allowances).
- (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 (e.g. 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.

Where notice as specified in 4.4.1 above is not provided, then the work will not be considered a special project and relevant penalty rates will apply.

#### 4.5 Span of Ordinary Hours

Subject to clauses 1.8, 4.4, 4.7, 4.8 and 4.9 the ordinary hours of work for all employees will be in accordance with the Award or as outlined below:

- (a) the Employer may require for the operational areas identified in Schedule 4, the ordinary hours to be worked:
  - on any five (5) consecutive days in the week (Monday to Sunday inclusive), with a minimum of a 2 day break between each five (5) consecutive days;
  - from 5.00 am to 7.00 pm; and
  - up to a maximum of ten (10) hours per day subject to Agreement between the Employer and the majority of the affected employees.

Subject to clauses 1.8, 4.4, 4.7, 4.8 and 4.9 penalty rates will be paid in accordance with the Award where:

- (a) ordinary hours are worked on a Saturday or Sunday;
- (b) ordinary hours for the fortnight are exceeded; and/or
- (c) more than 10 consecutive hours are worked in any one day.

## **4.6 Employee Starting Locations**

### **4.6.1 Employees required to report to a depot**

Where the Employer requires an employee to report to the usual depot and then travel to a job site, the Employer shall provide transport to the job site and return.

Travel between the depot and the job site that occurs outside an employee's ordinary hours shall be paid at ordinary rates except the employee operating the vehicle who will be paid at time and a half.

### **4.6.2 Employees Required to Report Directly to a 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.

Where an employee is required to report directly to a job site any additional time for travel to the construction/workplace compared to travelling from the employee's home to the usual depot will be paid at ordinary rates of pay.

Travel may be done in an Employer nominated vehicle.

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 the Employer to use their own private vehicle in the course of their duties shall be entitled to receive travelling allowance in accordance with the relevant Award.

## **4.7 Flexible Work Arrangements**

Providing employees with a variety of flexible work options contributes to building a positive, healthy and productive work environment and supports employees in achieved work-life balance.

The principles of flexible work arrangements recognise that **"no one size fits all"** different flexible work options will meet different needs at different stages in an employee's working life.

These flexible work arrangements will provide employees and the Employer with greater flexibility to negotiate the hours of work within the ordinary span of hours.

Vacant positions may be advertised with flexible work arrangements. Flexible work arrangements may include one of the following:

- a nine (9) day fortnight
- flexible start and finish times;
- flexible rostering or scheduling;
- flexible leave arrangements;
- part-time work and job share arrangements;
- rostered days off;
- 19 day months;
- compressed working weeks (i.e. 4 day week)
- TOIL or banked time.

The Employer agrees the above provisions are not intended to undermine the traditional working arrangements and benefits that have been negotiated through previous Agreements. Further, none of the above shall be used to undermine an employee's existing flexible work arrangements, the relevant Awards or this Agreement.

Flexible work arrangements should be negotiated with the aim of accommodating an employee's request balanced with the operational requirements of the Employer. Both the employee and the Employer may request a variation to or an alternative mutually agreed flexible work arrangement (which may include the options listed above). Where an Agreement cannot be reached the parties may access the grievance and disputes procedure contained within this Agreement.

Where the Employer seeks to change an employee's existing mutually agreed flexible working arrangement, the Employer will provide full details in writing 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. The Employer shall give consideration to the issues raised by the employee and/or their nominated representative concerning the proposed new flexibility arrangements.

Any request to change to an alternative flexible working arrangement must be genuine and in writing and will be supported by a business case demonstrating the operational reasons.

Where mutual agreement cannot be reached in relation to a flexible work arrangement proposal, the grievance and dispute settlement procedures contained within this Agreement may be accessed by the parties.

#### 4.7.1 Existing Flexible Arrangements

4.7.1.1. All existing full-time employees (at 21 January 2009) may continue to work their standard hours over a nine (9) day fortnight unless otherwise mutually agreed between the employee and employer (this includes where an employee is redeployed or transferred at the employer's request).

4.7.1.2. Where an existing employee (at 21 January 2009) 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.

4.7.1.3. Where as a result of 4.7.1.2. the Employer cannot accommodate an existing employee's 9-day fortnight or their existing mutually agreed flexible working arrangement, the Employer 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. The Employer shall give consideration to the issues raised by the employee and/or their nominated representative concerning the new flexibility arrangements.

#### **4.8 Rostered Day Off (RDO)**

Employees who work their ordinary hours over a nine (9) day fortnight receive a rostered day (RDO) off within that fortnight.

Employees who work their ordinary hours over a nineteen (19) day month receive a rostered day off (RDO) within that four (4) week period.

##### **4.8.1 RDO Banked Time**

RDO hours worked are banked at time for time (i.e. for each hour worked one hour is banked).

Any overtime worked in excess of the ordinary hours of work on an RDO is to be banked as TOIL or to be paid at the applicable overtime rate of pay on request from the employee.

##### **4.8.2 Rostered day off (RDO conditions)**

Subject to operational needs, the employee or their supervisor may request that the employee work on their RDO. Agreement to such requests will not be unreasonably withheld.

Where the employee is provided with at least 2 days' notice to work their RDO, and the employee agrees to work, the actual time worked may either be accrued and banked or the employee may take their rostered day off on a different nominated agreed day. Where the employee is provided with less than 2 days' notice, at the employee's discretion, the employee may accrue and bank time in lieu equivalent to the actual hours worked or may elect to be paid at overtime rates of pay.

An employee who is sick on their RDO, or whose accrued day off occurs while they are absent on sick leave, is not entitled to access sick leave entitlements and shall not receive any further time off in lieu.

#### **4.9 Banked Time (TOIL)**

##### **4.9.1 Overview**

Banked time (or TOIL) is the time an employee accrues instead of a payment for overtime for working beyond their ordinary hours.

The intention of banked time is to:

- Provide employees with greater flexibility with their work hours so that they can better balance their work and family responsibilities;

- Provide the Employer with greater flexibility in service delivery; and
- Clearly identify over-time hours banked and Rostered Days Off (RDOs) banked as a separate accrual.

#### 4.9.2 Authorisation of Banked Time

When there is 24 hours' notice provided to the employee, an employee who works in excess of ordinary hours may accrue and bank, the time in lieu equivalent to the actual hours worked. Where less than 24 hours' notice is provided to the employee, an employee who works in excess of ordinary hours may accrue and bank, at the employee's discretion, the time in lieu equivalent to the actual hours worked or may elect to be paid at overtime rates of pay.

This does not apply to employees who are on-call or who are called back to work (overtime is to be paid when an employee is called back to work).

#### 4.10 Banked Time Conditions

Banked time accrues on a time for time basis (i.e. for each hour worked one hour is banked), subject to the following provisions unless otherwise stated in this Agreement:

- The minimum amount of time that may be worked, banked or taken under this clause is thirty (30) minutes;
- Employees must obtain their supervisor's approval to bank the time before they work it;
- 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;
- Employees may bank up to a maximum of five (5) ordinary RDO working days or equivalent working hours at any one time;
- Employees may bank up to a maximum of five (5) ordinary working TOIL days or equivalent working hours at any one time;
- In the event that an employee has the maximum TOIL accumulated in their bank, the employee must take the equivalent time banked beyond the maximum accumulation of hours within the same pay period;
- Where, due to work requirements, an employee is unable to take TOIL time within the same pay period the employee may elect to be paid at time for time;
- In the event that an employee is unable to take time off within an agreed specified timeframe due to work requirements at the request of the Employer, the Employer will pay out the five (5) days accumulated, if the accumulated days have been banked for a period exceeding twelve (12) months, at overtime rates of pay.
- In the event that an employee has accumulated the maximum banked time (RDO) accrual the employee must take an RDO off within the fortnight. Where, due to work requirements, an employee is unable to take RDO time within the same pay period the employee will be paid such time at the overtime rates of pay; and
- Where an employee ceases employment with the Employer, any banked time owing to that employee shall be paid at ordinary time.

#### 4.11 Existing Local Area Work Agreements (LAWAS)

The following Agreements will be replaced by this Agreement. Existing employees, at the commencement of this Agreement, who are subject to the conditions provided in the following Agreements will now operate under the conditions as specified in this certified Agreement.

Reference	Work Area	Content
WBW EB 2013 #1	Howard	Rostering, shift work, on-call, flexibility of spread of hours.
MOU Teddington Water Operations	Teddington	Rostering, shift work, on-call, flexibility of spread of hours, travel and public holiday.
WBW Asset Maintenance (fitters) on-call Agreement	Asset Maintenance (Fitters)	Rostering.

## Part 5: Leave Provisions

### 5.1 Annual Leave

#### 5.1.1 Annual Leave Entitlement

Annual leave will be in accordance with the full provisions of the Award subject to the following:

#### 5.1.2 Annual Leave Accruals

The maximum annual leave accrual allowable will be 8 weeks; subject to clause 4.2 wet weather, management reserves the right to request employees to take annual leave when their leave balances are in excess of 8 weeks by providing fourteen (14) days written notice to the employee.

#### 5.1.3 Additional Annual Leave

All permanent employees will have the option, prior to 1 July annually, to purchase (through salary sacrifice) an additional two (2) weeks annual leave. This additional leave cannot be accrued or carried through to the next financial year and is not subject to leave loading. Employees must also be within the maximum accrual limits to exercise this option.

### 5.2 Personal Leave

Personal leave may be utilised when an employee is absent from duty due to a personal illness, non-work related injury or carers responsibilities as defined by clause 5.2.5. Personal leave is only to be taken when an employee is genuinely ill and suffering from an illness or incapacity which prevents attendance at work.

An employee's personal leave may accumulate uncapped from the date of certification of this Agreement. Employees are not entitled to retrospectively claim personal leave accruals in excess of the maximum thirty two (32) week cap as defined in the previous certified Agreement.

Requests for personal leave in the following circumstances will require a medical certificate from a qualified medical practitioner or other evidence of illness satisfactory to the employer:

- for any period of personal leave which exceeds two (2) consecutive working days; and
- after five (5) personal leave days have been taken without a medical certificate within a 12 month period.

Other evidence satisfactory to the Employer, in instances of short term sick leave (up to 2 days) where the employee is unable to obtain a medical certificate from a qualified medical practitioner, includes certificate from a dentist, optometrist, optician, oculist, radiographer, physiotherapist, chiropractor, osteopath and podiatrist. The Employer may also accept a letter from a general practitioner stating that the employee has attempted to make an appointment but there were no appointments available for that day.

#### 5.2.1 Base Entitlement

Employees are entitled to personal leave as per the relevant Award. Personal leave will accrue daily based on the ordinary hours worked by the employee. Personal leave will not accrue whilst on leave without pay.

#### 5.2.2 Preserved Entitlement

- (a) This clause 5.2.2 applies only to employees who were employed by the Employer prior to the commencement of this Agreement.
- (b) Employees are entitled to personal leave of fifteen (15) days per year based on their anniversary date (pro rata for temporary, part-time and job-share employees). Personal leave will accrue daily based on the ordinary hours worked by the employee. Personal leave will not accrue whilst on leave without pay.

#### 5.2.3 Sickness during 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 five (5) 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 five (5) working days;
- (c) The employee must provide written application.

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 adjusted accordingly.

#### 5.2.4 Uncertified Sick Leave

An employee shall be entitled to take up to five (5) days sick leave (excluding carer's leave) per financial year without a doctor's certificate, providing 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.

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 require the production of a medical certificate or other evidence of illness satisfactory to the employer. The time may, with management Agreement be debited from an employee's RDO, TOIL, annual or other leave entitlement.

#### 5.2.5 Carer's Leave

- (a) An employee is entitled to carer's leave for the purpose of caring for a member of his or her immediate family or a member of his or her household 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.
- (b) Subject to clause 5.4.3, employees who were employed by the Employer prior to the commencement of this Agreement may use up to fifteen (15) days of their cumulative personal carer's/sick leave in any given twelve (12) month period for the purposes of carer's leave. All other employees may use up to ten (10) days.

Immediate family, in relation to an employee or spouse of the employee includes:

- (a) a Spouse (including de-facto that is 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);
- (b) a child (including an adopted child, a step-child or an ex-nuptial child);
- (c) a parent, grandparent, grandchild; and
- (d) a sibling.

#### 5.2.6 Return to Work Program (RTW)

Where an employee is absent from work on certified sick leave for a period of ten (10) days or more, the Employer may initiate a return to work program in accordance with the following:

1. 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 and will pay all costs associated with this request;
2. The Employer may refer the employee to a medical practitioner of their choice and will pay all costs associated with this consultation; and
3. A RTW program will be facilitated and developed in consultation with a medical practitioner (usually the employee's treating doctor).
4. The Employer will regularly monitor the employee's return to work program in conjunction with the employee and their supervisor.

#### 5.2.7 Suspension of payment of sick leave

If an employee refuses to participate in the RTW program, the Employer may suspend payment of sick leave subject to the following:

- An employee providing written advice from a medical practitioner that they are unable to participate in a RTW program;
- The Employer allows the employee access to 30 days of their sick leave entitlement;
- The Employer notifies the employee's union (if applicable) of their unwillingness to participate in a RTW program;

- The Employer gives the employee written notice prior to the suspension of their sick leave.

#### 5.2.8 Fitness for Duty

An employee who has been absent for a continuous period of three (3) months or has exhausted paid sick leave entitlements, is required to provide a medical report from their doctor which details the employee's prognosis and the likelihood of a return to work to their pre-injury/illness position.

The Employer may:

- allow the employee to continue on sick leave with a requirement for a further medical report in three (3) months;
- facilitate a return to work program;
- with the written Agreement of the employee, fill the employee's position with a view to redeploying the employee on their return to work; or
- refer the employee for a functional capacity assessment and/or a medical review by the Employer's appointed medical practitioner.

After an employee has been absent for a continuous period of six (6) months the Employer will review the case and determine an appropriate course of action from the options above.

Where it is established through medical reports and/or functional capacity assessment that there is no likelihood of the employee returning to work, at any time after three (3) months from the commencement of the continuous absence the Employer may terminate the employee on invalidity grounds.

To assist the employee in these circumstances the Employer may pay any remaining sick leave balance. The total period of continuous absence and payment in lieu of sick leave shall not exceed thirty two (32) weeks.

With the Employer's approval, an employee who has exhausted all of their sick leave may access other forms of leave such as annual or long service leave.

The Employer is not required to create a position for an employee who is unable to return to their substantive position on their return to work, however may consider suitable redeployment options in the first instance before termination on invalidity grounds.

### 5.3 Absenteeism Management

The parties acknowledge that sick leave entitlements are designed to assist and protect employees who are genuinely ill or injured.

The Employer reserves its right to monitor an employee's absenteeism levels. Where a clearly substantiated pattern or excessive level of absence is established that raises reasonable concern over the genuine requirement for use of sick leave, the Employer will address the particular circumstances with the individual employee, who has the right to be represented by their union and access to the grievance and disputes procedure contained within this Agreement.

## 5.4 Significant Illness

### 5.4.1 Palliative Care

Employees may access up to a maximum of six (6) weeks of their sick leave accrual for palliative care of immediate family. A family member, for the purposes of this leave, is defined as per clause 5.2.5.

### 5.4.2 Significant Illness

An application for additional personal leave for a significant illness is subject to approval of and at the sole discretion of the Chief Executive Officer.

Significant condition, illness or injury means an illness which requires specialist ongoing treatment as certified by the qualified treating medical practitioner. Significant illness includes but is not limited to such illnesses as cancer, disease or major surgery which requires specialist intervention.

Employees with a minimum two (2) years continuous service who have a significant condition, illness or injury may be entitled to access up to an additional fifty-four (54) days personal leave in any given twelve (12) month period subject to the following:

- (a) The Employer reserves the right to consult with an employee's treating medical practitioner regarding their condition, illness or injury and, if necessary, refer the employee to another doctor at the Employers expense;
- (b) Employees will not be eligible where:
  - 1. it can be substantiated through (pre-employment medical records or consultation with the employee and/or treating doctor) that the injury is pre-existing (prior to employment with the Employer); or
  - 2. the treatment and/or surgery is elective (i.e. where the employee decides to undertake the procedure/treatment voluntarily and/or it is not considered essential by the treating practitioner)
  - 3. the employee's attendance record shows a pattern of absences which raises concern;
  - 4. where personal leave days taken in the preceding 12 months exceeds 15 days (with or without a certificate) (excluding any approved personal leave taken for the purpose of the significant illness); or
  - 5. where the employee has previously claimed workers compensation for the condition, illness or injury;  
or
  - 6. the employee is issued with a workers compensation medical certificate stating that the incapacity is work related and the employee chooses not to apply for workers compensation; or

7. the employee can be temporarily transferred to an alternative position that accommodates the condition, illness, injury or incapacity.
  8. the employee has previously received an additional fifty-four (54) days sick leave for the same condition, illness or injury within three (3) years of the date of approval of the previous claim.
- (c) An application for personal leave for a claim for significant illness must be supported by a medical certificate detailing the specifics of the condition, illness and/or injury, the prognosis and the estimated return to work date. All documentation should be provided by a qualified medical practitioner and/or specialist and should cover a period of absence for a minimum of one (1) week's duration.
  - (d) Payments will only be effective from the date of the fully completed application. Where the employee has not provided the required documentation (e.g. a medical certificate stating the nature of the condition, illness or injury and the prognosis) approval will be from the date of receipt of such documentation.
  - (e) Prior to being granted additional personal leave all existing personal leave entitlements must be exhausted.

#### 5.4.3 Significant Illness for caring purposes

Employees with a minimum two (2) years continuous service who are required to undertake caring responsibilities for a member of their immediate family as outlined in clause 5.2.5, and who has a significant condition, illness or injury may be entitled to access additional 15 day carer's leave days from their personal leave entitlement in any given twelve (12) month period.

An application for additional personal leave for a significant illness for caring purposes is subject to approval of and at the sole discretion of the Chief Executive Officer (CEO).

Significant condition, illness or injury means an illness which requires specialist ongoing treatment as certified by the qualified treating medical practitioner. Significant illness includes but is not limited to such illnesses as cancer, disease or major surgery which requires specialist intervention.

Employees will not be eligible where:

1. the treatment and/or surgery is elective (i.e. where the employee decides to undertake the procedure/treatment voluntarily and/or it is not considered essential by the treating practitioner)
2. the employee's attendance record shows a pattern of absences which raises concern; or
3. the employee has previously received an additional fifteen (15) days carers leave for the same condition, illness or injury within three (3) years of the date of approval of the previous claim.

#### 5.5 Leave without Pay

When an employee is granted leave without pay by the Chief Executive Officer, such leave will not constitute a break in the continuity of service of the employee, however, accrual of benefits and leave during this period will be suspended.

#### 5.6 Compassionate/Bereavement Leave

- (a) Upon the death of a relative, employees are entitled, on production of satisfactory evidence, to two (2) days bereavement leave (per occasion) to travel to and attend the funeral.

- (b) Upon the death of a child, stepchild or spouse (including de-facto) an additional five (5) days bereavement leave (per occasion) will be granted. This additional leave is to be deducted from the employee's personal leave balance.
- (c) An additional one (1) day of bereavement leave (per occasion) will be granted where travel relating to the employee's deceased relative is required outside the Wide Bay Burnett area. This additional day of leave is to be deducted from the employee's personal leave balance. Where an employee requires additional leave, this may be taken from banked accruals (RDO and TOIL) in the first instance and any other accrued leave entitlements (excluding personal leave) thereafter.
- (d) A part-time employee has the same entitlement to bereavement leave as a full time employee, except that leave is only available where a part-time employee would normally work on any or all of the two (2) working days following the death (or three (3) working days where the employee is required to travel outside the Wide Bay Burnett area).

For the purposes of this entitlement, a relative of an employee or spouse of the employee is defined as:

- (a) a Spouse (including de-facto that is 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);
- (b) a child (including an adopted child, a step-child or an ex-nuptial child);
- (c) a parent, grandparent, grandchild; and
- (d) a sibling.

## **5.7 Defence Leave**

Employees who are also members of the Defence Force may access Defence Force leave after the completion of twelve (12) months continuous satisfactory service with the Employer.

Leave shall be approved as follows:

- Two (2) weeks (pro rata for temporary, part-time and job-share employees) in the employee's first year of reserve service to participate in initial training;
- Three (3) weeks (pro rata for temporary, part-time and job-share employees) per financial year; or
- During periods of declared war or emergency.

The employee must provide the Employer with evidence of the following:

- the requirement to attend training (letter or call up-notice); and
- any earnings paid to the employee by the Defence Force.

Where the employee's earnings received from the Defence Force is less than the employee's ordinary normal salary received from the Employer, the Employer will pay the difference.

An employee may also access annual leave, banked time or long service leave to undertake Defence training. An employee must give as much notice as possible.

## **5.8 Long Service Leave**

### **5.8.1 Base Entitlement**

Long service leave entitlements will be in accordance with the relevant Award.

## 5.8.2 Preserved Long Service Leave

All Employees who were employed by the Employer prior to the commencement of this Agreement 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 (accrued at the rate of 1.3 weeks for each year of equivalent full time service). For existing employees, other than those previously covered by the Local Government Officers' Award 1998, the effective date of the above entitlement is as follows:

- Former Maryborough City Council Employees – 20/03/96
- Former Hervey Bay City Council Employees – 09/04/1997
- Former Tiaro Shire Council Employees – 15/03/97
- Former Woocoo Shire Council Employees – 01/07/08

## 5.8.3 Taking Long Service Leave

5.8.3.1 The minimum period of long service leave that may be taken is one (1) day.

5.8.3.2 Employees may request to take long service leave at half (1/2) pay for a minimum of four weeks. (For example: a six (6) week long service leave entitlement may be taken as 12 weeks leave and paid at 50% of the full-time rate for the period of leave).

5.8.3.3 Employees may take long service leave at double pay at half the length of time. (For example: a six (6) week long service entitlement may be taken as three (3) weeks leave and be paid at 200% of the full-time rate for the period of leave).

5.8.3.4 In certain circumstances an Employee may apply to the Chief Executive Officer (CEO) for payment in lieu of any long service leave accumulated, provided that any such application does not result in the remaining long service leave balance being less than two (2) weeks. The minimum period of long service leave that can be paid out is one (1) week.

5.8.3.5 Employees must use their long service leave entitlement within five (5) years of their 10 year entitlement date.

An employee and Employer may agree when the employee is to take long service leave however if the employee and Employer cannot agree, the Employer may decide when the employee is to take leave by giving the employee at least 3 months written notice of the date on which the employee must take at least 4 weeks long service leave.

5.8.3.6 Employees may access all or part of their accrued long service leave after five (5) years of continuous service. Pro-rata long service leave will be paid on termination of employment after five (5) years of continuous service. In the event of termination of employment by the Employer for any act that entitles the Employer to terminate employment (e.g. serious misconduct), pro-rata long service leave will be paid after seven (7) years of continuous service.

The long service leave entitlement for service prior to commencement of this Agreement shall be calculated in accordance with previous enterprise Agreements and relevant Award provisions applicable for that service.

## **5.9 Parental Leave**

### **5.9.1 Unpaid parental leave**

Employees' entitlement to take unpaid parental leave is contained within the QES.

Permanent employees will be eligible to access up to a maximum of fifty two (52) weeks unpaid parental leave.

### **5.9.2 Paid parental leave**

## **Maternity Leave**

Eligible employees (excluding casuals) with twelve (12) months continuous service may access paid maternity leave for the birth or adoption of a child. An employee is entitled to access a maximum of six (6) weeks paid maternity leave, or by agreement twelve (12) weeks on half pay, provided the employee has sufficient accruals to cover the period of payment and the employee agrees in writing to deduct the period of such leave and the payment for it from their personal leave balance.

In addition, employees with twelve (12) months continuous service are entitled to an additional four (4) weeks paid maternity leave at full pay (or by agreement, eight (8) weeks on half pay). This paid leave, if applicable, must be taken at the commencement of the period of maternity leave. This additional four (4) weeks paid leave will be replaced by (and not additional to) any legislated Employer paid parental leave entitlements introduced during the lifetime of this Agreement.

In the event of a miscarriage/still birth occurring, the employee will be entitled to up to six (6) weeks paid leave from their personal leave entitlements, provided the employee has sufficient accruals to cover the period of payment and provides medical certification for the period of leave.

Part time employees are entitled to paid maternity leave on a pro-rata basis.

*maternity leave* means leave taken by a pregnant employee—

- (a) for the birth of her child; or
- (b) to enable her to be the child's primary caregiver.

## **Paternity Leave**

Employees (excluding casuals) with twelve (12) months continuous service are entitled to access a maximum of one (1) weeks paid paternity leave at the time of the birth or adoption of a child. Approval is subject to the production of satisfactory evidence. The payment of paternity leave is to be taken from the employee's personal leave balance provided there is a sufficient credit to cover the period of leave.

In the event of a miscarriage/still birth occurring, the employee will be entitled to up to one (1) week paid leave from their personal leave entitlements, provided the employee has sufficient accruals to cover the period of payment and provides medical certification for the period of leave.

### 5.9.3 Service

Any period of Employer paid parental leave shall count as service for all purposes.

### 5.9.4 Work Arrangements

An employee on parental leave will be consulted concerning any significant changes in the responsibilities or work practices of their substantive position whilst on parental leave.

An employee returning to work after a period of parental leave may request the opportunity to return to work on a part time basis for a period until the child reaches school age (i.e. 5 years of age) to assist the employee in reconciling work and parental responsibilities.

The Employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employers business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

If the request is approved, the duties of the part time employee are to be determined in consultation with the applicable Manager/Director and take into consideration the operational requirements of the department and work area.

For this option to proceed, a minimum of eight (8) weeks notice must be given by the employee to enable the Employer to consider the application.

## 5.10 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 assist in 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 the Employer;
- (b) the services of the employee are actually required; and
- (c) the operations of the work unit in which the employee is employed are not unduly affected.

The employee must provide the Employer with evidence of:

- the requirement to attend; and
- 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 ordinary normal salary received from the Employer, the Employer 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.

## **Part 6: Employment Security, Consultation, Communication and Management of Workplace Change**

### **6.1 Workplace Consultation**

6.1.1 This clause applies if-

- (a) the employer decides to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on some or all employees (relevant employees) of the enterprise.

6.1.2 The employer must notify the relevant employees of the decision to introduce the major change.

6.1.3 The employer is required to:

- (a) notify the relevant employees or a representative of the decision at a time the employer considers appropriate or as soon as practical after making the decision; and
- (b) consult with the relevant employees or a representative about the implementation of the decision.

An employer is not required to disclose confidential or commercially sensitive information to the relevant employees or a representative.

6.1.4 The relevant employees may appoint a representative for the purposes of consultation.

6.1.5 As soon as practicable after notifying the relevant employees of the decision, the employer must:

- (a) discuss with the relevant employees and provide in writing-
  - (i) information about the implementation of the change including the nature of the change proposed; and
  - (ii) the effect the implementation of the change is likely to have on the relevant employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees;
  - (iv) any other matters regarding the implementation of the change likely to affect the relevant employees.

6.1.6 The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.

6.1.7 In this clause, a major change is likely to have a significant effect on employees if it is likely to result in:

- (a) the termination of the employment of employees; or
- (b) a major change to the composition, operation or size of the employer's workforce or the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) an alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

## **6.2 Transmission of business for Employer Related Entities**

6.2.1 This clause applies where the Employer enters into or proposes to enter into a shared services arrangement with an Employer related entity (“the entity”) or where an Employer related entity is to be wound up, deregistered or dissolved.

### **6.2.2 Transferring Employee**

Where work undertaken by an employee of the entity is required to be undertaken for the Employer by that employee (transferring employee), then the Employer will transfer the employee:

- (a) into an equivalent position that maintains their existing conditions of employment; and
- (b) within a reasonable geographic proximity to their previous place of employment.

Employment of the person by the Employer under this clause does not:

- 1. affect the employee’s benefits, entitlements or remuneration; or
- 2. prejudice the employee’s existing or accruing rights to superannuation or recreation, sick, long service or other leave entitlements; or
- 3. interrupt continuity of service; or
- 4. constitute a termination, retrenchment or redundancy; or
- 5. entitle the transferring employee to a payment or other benefit merely because the person is no longer employed by the entity.

To remove any doubt, an employee of the entity is taken to be employed by the Employer on the same terms and conditions as applied before the transfer.

All transferring employees who become employees of the Employer become covered by and are subject to the employment conditions set out in this Agreement.

### **6.2.3 Displaced Employee**

- (a) Where work undertaken by an employee of the entity is no longer required to be undertaken and the employee (displaced employee) who performs that work, becomes redundant as a result, then the Employer will wherever possible and practicable, endeavour to offer the employee a suitable position:
  - 1. that takes into account their skill and experience and as far as practicable, maintains their status and conditions of employment;
  - 2. at the same remuneration level or by agreement at one level lower than the same remuneration level (but only on the basis of salary maintenance for the first four months of the employment);
  - 3. within reasonable geographic proximity to their previous role;
  - 4. with recognition of continuity of previous services with the entity; and
  - 5. with transfer of existing accrued leave entitlements as at the date of transfer.
- (b) Any displaced employee who is offered employment at the same remuneration level with the Employer under these arrangements is not entitled to any severance, redundancy or other benefit once the person is no longer employed by the entity (whether or not the employee accepts the offer of employment).
- (c) However an employee of the entity who becomes redundant and who is not offered a position with the Employer will be entitled to the redundancy and severance payments that apply to that employee’s employment with the entity.

### **6.2.4 This clause applies to but not limited to the following entities:**

- (a) wholly owned and controlled entities including entities at the date of this Agreement being Wide Bay Water Corporation; Fraser Coast Opportunities Ltd and Widelinx Ltd.

For the purpose of this clause, a reasonable geographic proximity is where an employee is required to travel less than 20 km each way (in addition to their existing km travelled between home and their previous workplace) to their new workplace.

**Schedule 1: Preserved Wage Schedule**

Employee's employed prior to the commencement of this Agreement will receive the wages specified in Schedule 1 as below:

<b>Classification Level</b>	<b>Current Wages Scale - 1 July 2013</b>	<b>1 July 2014</b>
<b>Wage increase</b>		<b>Wage Increase 2.6%</b>
<b>LGO employees</b>		
Level 1 Band 1	46,258	47,461
Band 2	46,998	48,220
Band 3	48,208	49,461
Band 4	49,366	50,650
Band 5	50,553	51,867
Band 6	51,606	52,948
Level 2 Band 1	52,850	54,224
Band 2	54,076	55,482
Band 3	55,303	56,741
Band 4	56,531	58,001
Level 3 Band 1	57,755	59,257
Band 2	58,982	60,516
Band 3	60,210	61,775
Band 4	61,436	63,033
Level 4 Band 1	62,661	64,290
Band 2	63,889	65,550
Band 3	64,950	66,639
Band 4	66,179	67,900
Level 5 Band 1	67,430	69,183
Band 2	68,515	70,296
Band 3	69,847	71,663
Level 6 Band 1	72,207	74,084
Band 2	74,571	76,510
Band 3	76,925	78,925
Level 7 Band 1	79,293	81,355
Band 2	81,646	83,769
Band 3	84,005	86,189
Level 8 Band 1	86,836	89,094
Band 2	89,671	92,002
Band 3	92,505	94,910
Band 4	95,164	97,638
Band 5	97,821	100,364

Classification Level	Current Wages Scale - 1 July 2013	1 July 2014
<b>Wage Increase</b>		<b>Wage Increase 2.6%</b>
<b>STATE LGE employees</b>		
Level 1	47,288	48,517
Level 2	47,998	49,246
Level 3	48,852	50,122
Level 4	49,737	51,030
Level 5	50,793	52,114
Level 6	52,631	53,999
Level 7	54,458	55,874
Level 8	56,117	57,576
Level 9	57,944	59,451
<b>Engineering Award</b>		
C11	47,998	49,246
C10	50,793	52,114
C9	52,631	53,999
C8	54,458	55,874
C7	56,107	57,566
C6	59,769	61,323
C5	61,551	63,151
<b>Building Trades</b>		
BT1	50,793	52,114
BT2	52,631	53,999
BT3	54,458	55,874
BW2	48,834	50,104
<b>Municipal Baths</b>		
MB1	42,385	43,487
MBS	43,888	45,029
<b>Hospitality</b>		
Level 1	41,968	43,059
<b>Waste LAWA</b>		
Level 3	62,249	63,867
Level 5	64,723	66,406
Level 6	66,363	68,088

Classification Level	Increase effective date as at certification of Agreement
<b>Brolga Theatre</b>	
TH03	41,081
TH10	37,229
TH12	37,229
TH15	37,229

**Schedule 2: Wage Schedule**

Subject to clause 3.2 this schedule covers all employees who have been classified within groups as follows:

<b>Classification Level</b>	<b>1 July 2014</b>
<b>Wage Increase</b>	
1	43,543
2	44,854
3	47,735
4	48,895
5	49,650
6	50,971
7	52,454
8	53,841
9	55,356
10	56,839
11	61,212
12	62,800
13	64,321
14	65,944
15	67,566
16	68,952
17	70,405
18	70,405
19	70,405
20	70,405
21	70,405
<b>THEATRICAL</b>	
TH1	37,229
TH5	41,081
<b>AQUATIC CENTRES</b>	
AQ2	38,350
AQ3	39,497
<b>HOSPITALITY</b>	
H1	37,229
<b>TOURISM, EVENTS &amp; MARKETING</b>	
TM2	37,229
TM3	38,350
TM4	39,497
TM5	40,457
TM7	41,081
TM8	43,402
TM10	44,549

**Schedule 2B: Explanatory table – translation of employee classifications**

<b>Translation table</b>								
<b>Officers</b>	<b>Employees</b>	<b>Theatrical</b>	<b>Engineering</b>	<b>Building Trades</b>	<b>Baths</b>	<b>Clerical</b>	<b>Hospitality</b>	<b>Award Levels</b>
1.1			C13 & C14	BW1(A)				1
1.2	1		C12	BW1(B)		1.1, 1.2		2
1.3, 1.4	2, 3		C11	BW1(D)		1.3, 1.4		3
1.5	4			BW2		2.1, 2.2		4
1.6	5		C10	BT1		2.3		5
2.1	6		C9	BT2				6
2.2	7		C8	BT3		3.1, 3.2		7
2.3, 2.4	8		C7			4.1, 4.2		8
3.1, 3.2	9							9
3.3, 3.4			C6			5.1, 5.2		10
4.1			C5					11
4.2			C4					12
4.3, 4.4								13
5.1			C3					14
5.2, 5.3			C2(A)					15
								16
6.1			C2(B)					17
6.2								18
6.3, 7.1								19
7.2, 7.3								20
8								21
<b>Theatrical</b>								
		Ticket seller, front house, utility person						TH1
		Technician						TH5
<b>Baths</b>								
					MB1			AQ2
					MBS			AQ3
<b>Hospitality</b>								
							Level 1	H1
						<b>Clerical (Tourism, Events &amp; Marketing)</b>		
						1.1, 1.2		TM2
						1.3, 1.4		TM3
						2.1, 2.2		TM4
						2.3		TM5
						3.1, 3.2		TM7
						4.1, 4.2		TM8
						5.1, 5.2		TM10

### Schedule 3: Preserved Annualised Allowances

Subject to clauses 3.5 and 3.6, employees who were employed by the Employer prior to commencement of this Agreement will continue to be paid the relevant preserved allowances as per Schedule 3 (where those allowances are greater than the Award).

#### Preserved (A) - Annualised Allowances 2011

Allowance Group	Allowance Code	Preserved Amount		1 July 2014 Annualised Allowance
		Annualised Allowance	CWA	
Capital/Maintenance	AF01	\$123	\$1,482	\$1,647
Carpenter	AF02	\$1,979	N/A	\$2,030
Cemetery	AF03	\$1,280	N/A	\$1,313
Fitter - Workshop	AF04	\$2,577	N/A	\$2,644
Mechanics - Workshop	AF05	\$2,116	N/A	\$2,171
Parks Operations and Maintenance	AF06	\$235	N/A	\$241
Parks Construction	AF07	\$146	\$1,482	\$1,670
Trade Assistant - Workshop	AF08	\$1,343	N/A	\$1,378
Vector	AF09	\$442	N/A	\$453
Waste Collection - Group 1	AF10	\$767	N/A	\$787
Waste Disposal - Group 2	AF11	\$381	N/A	\$391
Waste Ops - Group 3	AF12	\$1,098	N/A	\$1,127

#### Preserved (B) – Annualised Allowances former Hervey Bay and Maryborough City Council employees

Allowance Group	Allowance Code	Current Annualised Allowance	1 July 2014 Annualised Allowance
Works Operations & Capital	AP01	\$1,875	\$1,924
Parks Construction	AP02	\$1,936	\$1,986
Parks Operations	AP03	\$1,936	\$1,986
Parks Facilities Maintenance Employees working within Parks cleaning toilets and amenities.	AP04	\$4,092	\$4,198
Waste Collection - Group 1	AP05	\$937	\$961
Trades - workshop Employees working within the workshop with allowance entitlements as per the Engineering Award – State	AP09	\$3,436	\$3,525

<b>Trades – carpenters</b> Carpenters not covered under another group	AP10	\$4,727	\$4,850
<b>Trades - Mechanics</b>	AP11	\$2,812	\$2,885

## Conditions

- (a) The annualised allowance is a paid over 52 weeks a year, including annual leave.
- (b) The annualised allowance will not be paid for periods of long service leave or extended sick leave. Extended leave for this purpose is defined as a continuous leave period of four working weeks or more.
- (c) Overtime does not attract allowances. This has already been included in the annualised allowances.
- (d) By preserving allowances, employees waive the right to claim the following Award allowances:
  - Local government industry allowance;
  - Tool;
  - Trailer;
  - Truck crane or straddle unloader;
  - Uniform and laundry; and
  - Working in water.

As these are included in the preserved allowance.

- (e) Employees in receipt of preserved allowances in preserved (B) also waive the right to claim the following Award allowances:
  - live sewer work; and
  - first aid.

As these are included in the preserved allowance.

- (f) Allowances will increase in accordance with the percentage wage increase contained in clause 3.2.1 and applied on the 1<sup>st</sup> July annually.

## **Preserved (C) – Parks Operations (Mowing)**

Employees appointed as Team Member Parks within Council’s parks operations section (mowing) will continue to receive the following preserved amount for the life in which they remain in the position. This allowance will not be subject to an increase for the life of the Agreement.

<b>Occupational Group (Team Member Parks positions)</b>	
High Profile Parks (Maintenance & Facilities; Horticulture & Maintenance)	\$883.00
Parks & Open Space	
High Profile Areas (Horticulture & Facilities) (excluding Natural Areas/Capital)	

## **Conditions**

- (a) The employees waive the right to claim mixed functions/higher duties for level 4 plant operation in accordance with the Local Government Employees’ (excluding Brisbane City Council) Award – State 2003 for up to 4 hours per day or an average of 4 hours per day over a fortnight, except as provided for in (b).
- (b) Where directed by the supervisor to undertake level 4 plant operation or above for more than 4 hours on a day, a claim for mixed functions/higher duties will be required to be submitted.

- (c) The annualised payment will not be paid for periods where mixed functions/higher duties for level 4 plant operation or above have been claimed in accordance with (b) above.
- (d) Subject to (c), the annualised payment will be paid over 52 weeks a year, including annual leave.
- (e) The annualised payment will not be paid for periods of long service leave or extended sick leave. Extended leave for this purpose is defined as a continuous leave period of four working weeks or more.
- (f) The annualised payment will not be paid for periods of overtime.
- (g) The annualised payment will not be paid where the employee is not capable of performing level 4 plant operation duties as determined by a medical practitioner.

**Preserved (D)**

The following employees will continue to receive the following preserved amount for the life in which they remain in the position. This allowance will not be subject to an increase for the life of the Agreement.

<b>Plant Operators (as per EB 6) Current Plant Operators</b> Linc Grimley Leon Johnson Peter Young Peter Broome	\$2,020.34
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## **Schedule 4: Operational Areas**

Operational area – clause 4.5 span of hours refers.

Airport Operations

Aquatic Centre

Cemetery

Library

Parks Construction

Parks Operations and Maintenance

Scientific Services

Waste

Water and Wastewater Treatment

Reuse

Works Operations and Capital