

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s. 193 – certification of an agreement

Isaac Regional Council

AND

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

The Australian Workers' Union of Employees, Queensland

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

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

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

(Matter No. CB/2017/76)

ISAAC REGIONAL COUNCIL CERTIFIED AGREEMENT 2017

Certificate of Approval

On 6 December 2017 the Commission certified the attached written Agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Isaac Regional Council Certified Agreement 2017*

Parties to the Agreement:

- Isaac Regional Council ABN No. 39274142600
- The Association of Professional Engineers, Scientists and Managers, Australia Queensland Branch, Union of Employees
- The Australian Workers' Union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland

- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

Operative Date: 6 December 2017

Nominal Expiry Date: 30 June 2020

Previous Agreement: *Isaac Regional Council Certified Agreement 2012*

Termination Date: 6 December 2017 (Matter No. CB/2017/77)

By the Commission

Deputy President Bloomfield.

7 December 2017

Isaac Regional Council

Certified Agreement

2017

This page does not form part of the Agreement.

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PART 1 - PRELIMINARY

1.1 TITLE

This Agreement shall be known as the Isaac Regional Council Certified Agreement 2017 (hereafter referred to as this Agreement).

1.2 RELATIONSHIP TO PARENT AWARDS

- (i) This Agreement shall be read in conjunction with the Parent Awards listed in clause 1.2.1. Where there is any inconsistency between the Awards and this Agreement, the terms of this Agreement shall prevail to the extent of the inconsistency. Where this Agreement is silent on any matter the relevant Award conditions shall apply.
- (ii) Existing over-award payments and conditions of employment shall continue to apply, except where the terms of this Agreement expressly provide otherwise.
- (iii) Where the QIRC amends the terms and conditions of the Awards stated in clause 1.2.1 relating to wages, allowances or any other remuneration increase, that increase shall have no effect on wages and allowances stated in this Agreement. In effect this will see employees who have their terms and conditions of employment regulated by this Agreement receiving the allowance and wage increase shown in this Agreement without any general wage adjustments determined by the QIRC applying.

1.2.1 Parent Awards

- Queensland Local Government Industry (Stream A) Award - State 2017;
- Queensland Local Government Industry (Stream B) Award - State 2017;
- Queensland Local Government Industry (Stream C) Award - State 2017; and
- Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

1.3 PARTIES BOUND

The parties to this Agreement are:

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

1.4 DEFINITIONS

Act shall mean the *Industrial Relations Act 2016* unless otherwise mentioned.

Consultation shall mean where the parties to this Agreement meet to discuss matters of mutual interest through an open communication process and an exchange of ideas and information. To

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

Council shall mean Isaac Regional Council

Immediate Family shall mean a spouse (including a former spouse, a de facto spouse or a former de facto spouse) of the employee; a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee. For the purpose of this clause spouse shall include same sex partners.

Nominated Representative shall mean a person nominated by an employee to represent their interests to the Council. A nominated representative may be a union representative and/or delegate, a work colleague or any other person that the employee chooses.

QIRC means the Queensland Industrial Relations Commission.

Union means one of those union parties bound to this Agreement per clause 1.3.

LDCC means the Local Disaster Coordination Centre.

MLT means the Isaac Regional Council Management Leadership Team.

1.5 APPLICATION

This Agreement shall bind the Isaac Regional Council, the Unions named in clause 1.3 of this Agreement and their members, or persons eligible to be their members pursuant to the relevant Union's registered rules of coverage, who are employed by the Council under this Agreement and the relevant Awards. This Agreement excludes the Chief Executive Officer, Senior Executive Officers, Managers and staff employed on Common Law Contracts.

1.6 DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of certification by the QIRC (viz 06 December 2017) and shall continue to have effect until 30 June 2020 or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect following the nominal expiry date until it is varied or terminated.

1.7 RENEGOTIATION

The parties undertake to provide their respective claims and commence discussions for renegotiation of a new Collective Agreement a minimum of six (6) months prior to the nominal expiry date shown in clause 1.6 and aim to finalise the Agreement prior to it reaching the nominal expiry date.

1.8 SINGLE BARGAINING UNIT

For the purposes of negotiating and implementing a replacement Agreement on behalf of all Unions and employees of the Council, a Single Bargaining Unit shall be established and shall consist of representatives from the Union Parties to this Agreement.

1.9 NO EXTRA CLAIMS

The parties to this Agreement agree that during the life of this Agreement there shall be no further or additional claims made by any Party in relation to wages or conditions covered by this Agreement (see s 19 of the Act and clause 1.2 of this Agreement).

PART 2 – JOINT CONSULTATIVE COMMITTEE, DISPUTE RESOLUTION & JOB SECURITY

2.1 JOINT CONSULTATIVE COMMITTEE (JCC)

A. Purpose of JCC

- (i) The parties to this Agreement shall establish and maintain a JCC. The purpose of the JCC is to act as a consultation and communication forum between the Council and employees and their respective unions concerning workplace and industrial relations matters.
- (ii) Unions, the Council and employees are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation shall provide employees with an opportunity, through committee representatives, to participate in decision making processes. The parties commit to the effective operation of the JCC and the Council shall provide the necessary support to successfully implement its agreed terms of reference charter.
- (iii) The JCC shall meet in February, June, September and December of each calendar year, with dates and times to be agreed by the JCC. Should there be the need for an additional meeting/s, time and dates will be mutually agreed upon by all parties.

B. Facilities

- (i) The following facilities shall be made available to the parties involved in any JCC meeting:
 - wherever possible, meetings should occur in normal working time;
 - when a meeting occurs outside normal working time, the additional time shall be treated as overtime. This includes preparation for meetings, reporting back and travelling from attendance at meetings;
 - reasonable access to normal Council facilities such as word processing, photocopying, telephone, storage facilities and meeting rooms etc;
 - access to a room with normal office facilities shall be provided for representatives of the parties to this Agreement to discuss workplace and/or industrial matters.
- (ii) No employee shall be disadvantaged as a result of activities conducted in accordance with this clause.

2.2 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

A. Prevention and settlement of disputes - Award and Agreement matters

- (i) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Parent Awards or this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (ii) Subject to legislation, while the dispute settlement procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (iii) In the event of any disagreement between the parties as to the interpretation or implementation of the Parent Awards or this Agreement, the following procedures shall apply:
 - the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure

- should not extend beyond 7 days;
 - if the matter is not resolved as per clause 2.2.1(iii)(a), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - if the matter remains unresolved it may be referred to the CEO for discussion and appropriate action. This process should not exceed 14 days;
 - if the matter is not resolved then it may be referred by either party to the Commission.
- (iv) Nothing contained in this procedure shall prevent the relevant Union or Unions or the CEO from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

B. Prevention and settlement of employee grievances and disputes – other than Award or Agreement matters

- (i) The objectives of this procedure are to promote the prompt resolution of grievances and disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

- (ii) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance or dispute and they shall attempt to resolve the grievance or dispute. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance or dispute remains unresolved, the employee shall refer the grievance or dispute to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance or dispute is still unresolved, the manager will advise the CEO and the aggrieved employee may submit the matter in writing to the CEO if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant Union.

- (iii) The CEO shall ensure that:

- the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
- the grievance or dispute shall be investigated in a thorough, fair and impartial manner.

- (iv) The CEO may appoint another person to investigate the grievance or dispute. The CEO may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

- (v) If the matter is notified to the Union, the investigator shall also consult with the Union during the course of the investigation. The CEO shall advise the employee initiating the grievance or dispute, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance or dispute.

- (vi) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's

supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

- (vii) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (viii) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (ix) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

2.3 JOB SECURITY/CONSULTATION & REDUNDANCY

2.3.1 Job Security

- (i) The Council is committed to providing permanent employment opportunities and is further committed to ensuring that any operational or activity undertaken by the Council will, as a general principle, involve the employment of permanent staff. In providing job opportunities from within the region, it is the policy and practice of the Council to engage permanent staff as opposed to employing a general casual workforce. The Council recognises its obligation to offer and maintain permanent employment to its employees and to those in the community to which it serves.
- (ii) The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council. It is agreed that improvements in productivity and efficiency sought under enterprise bargaining shall not be achieved through job reduction.
- (iii) The parties are committed to continually improving the job security of employees by:
 - training and educating employees and providing retraining where appropriate;
 - career development and equal opportunity;
 - using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
 - timely advice to employees about significant reallocation of labour; and
 - the Council continuing to maintain its workforce in order to minimise the need for involuntary redundancies in the future.
- (iv) Where, as a result of redundancy, if there are contractors who are employed with the same skill sets and in the same effected areas as the redundant positions, consultation will take place with the employees effected and their relevant Union/s before the employees are terminated. If appropriate, the employees' on-going service will be considered over the contractors.

2.3.2 Consultation Regarding Major Workplace Change

A. Employer to discuss change

- (i) Prior to the Council making any definite decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the Council will consult the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (ii) The Council will provide in writing to the employees concerned and, where relevant, 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 including the number and categories of employees likely to be displaced and the time when, or the period over which, any changes or redundancies will occur.

- (iii) The Council shall give prompt consideration to the matters raised by the employees and/or their union representatives in relations to the changes to avoid or minimise the effects of the changes and any other matters likely to affect employees.

B. Significant effects

- (i) For the purposes of this clause, "significant effects" includes termination of permanent employment, major changes in the composition, operation or size of the Council's permanent 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 or reporting relationships within the Council's organisational structure. Where the parent Award or this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.
- (ii) The Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

C. Voluntary Redundancies

- (i) Where, following consultation with affected employees and their representatives, if any, the Council has decided that changes and/or redundancies are still required the Council shall initially offer voluntary redundancies in the affected classification. In doing this the Council shall request an "expression of interest" from relevant personnel who would be interested in accepting a voluntary redundancy. On business grounds the Council shall maintain the right to refuse to provide a voluntary redundancy to an employee who expresses their interests in accepting a redundancy.
- (ii) Should there be insufficient employees from within a certain classification lodging an expression of interest in a voluntary redundancy the Council shall open the expression of interest in a voluntary redundancy to other staff. On business grounds the Council shall maintain the right to refuse to provide a voluntary redundancy to an employee who expresses their interest in accepting a redundancy.
- (iii) Where an employee from a different classification accepts a voluntary redundancy and that position is now vacant the incumbent in the position that has been made redundant shall be redeployed into the now vacant position. As and where required the redeployed employee shall receive the necessary training in the new role.
- (iv) Where an employee's position becomes redundant and the employee cannot be redeployed or the employee applied for and is accepted for voluntary redundancy, then such employee will be entitled to a severance payment of two (2) weeks per year of service, capped at 26 weeks, with proportionate amounts paid for an incomplete year of service.

D. Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons or redundancy, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated. Council may at Council's option make payment in lieu.

E. Time off during notice period

Where a decision has been made to terminate an employee due to redundancy, the employee shall be allowed up to one (1) day time off without loss of pay for each week of notice for the purpose of seeking other employment.

F. Involuntary redundancies

Where there are insufficient expressions of interest in a voluntary redundancy and the Council has determined that the identified positions are to be made redundant, in addition to the above stated processes, the Council shall comply fully with the provisions of the Act and QES in relation to Termination Change and Redundancy for both voluntary & involuntary redundancies.

2.4 CONTRACTING OUT

- (i) It is the clear position of the Council to utilise and promote the use of its “in house” Council employees for the undertaking of the Council’s works, services and operations during the life of this agreement. The Council will minimise the contracting out or leasing of any works and services currently provided by the Council’s workforce, and the parties agree that the Council may seek to contract/ outsource works and services in the following circumstances:
- in the event of staff shortages; or
 - the lack of available infrastructure capital and the cost of providing technology; or
 - extraordinary or unforeseen circumstances; or
 - it can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
 - where the Council's own workforce and plant has been utilised and optimised in the first instance where practicable.
- (ii) Management reserves its right to allocate resources, works and services. Where the Council seeks to contract out or lease Council works and services provided by “in house” Council employees in accordance with the consultation process as defined in clause 2.5 of this Agreement, the relevant Unions will be consulted as early as possible.

2.5 OUTSOURCING SERVICES OR FUNCTIONS

- (i) Prior to the Council seeking to outsource works and services being undertaken or have the ability/capacity to be undertaken by employees in accordance with the above criteria, the relevant Unions will be formally notified in writing and consulted before making or implementing the final decision . Council will ensure it properly considers the view of employees and/ or relevant Unions before making or implementing a final decision. As part of the consultation process information will be provided supporting the Council’s decision. It is the responsibility of all parties to participate fully in discussions on any proposals to outsource any of the Council’s functions.
- (ii) If, after full consultation as outlined above, employees are affected by the necessity to outsource any functions currently performed by the Council’s permanent employees, the Council shall:
- ensure that employees are given the option to take up employment with the outsourcing company in the first instance; and
 - give employees who cannot gain employment with the Outsourcing Company and for whom no suitable positions are available within Council, the option of accepting a voluntary redundancy before any forced redundancy is exercised as a last resort.
- (iii) Where the employee elects to remain with the Council the parties agree to explore options for retraining and redeployment elsewhere within Council for employees who cannot transfer their employment to the outsourcing company.

2.6 PROJECT ARRANGEMENTS

The parties agree that if the Council tenders for and is successful in a tendering process for project work that is not part of the Council's general work and/or is not covered under this Agreement, the Council shall consult with the affected employee's or their nominated representatives (Union Officials), if any, to develop a project Agreement which shall include but is not limited to rates of pay and/or hours of work.

PART 3 – EMPLOYMENT RELATIONSHIP & RELATED ARRANGEMENTS

3.1 EMPLOYMENT CATEGORIES

- (i) Employees may be engaged on a full-time, part-time, casual or fixed-term basis, or as an apprentice or trainee. The nature of the employment contract shall be specified at the time of engagement.
- (ii) On employment the Council shall provide in writing to the employee, the following:
 - the status of the position, whether it is full-time, part-time, casual or fixed-term or as an apprentice or trainee;
 - the hours of attendance required by the employee for the efficient performance of the employee's duties;
 - the ordinary hourly rate of pay in accordance with this Agreement;
 - any other terms and conditions of employment relevant to the position

3.2 BULLYING AND HARASSMENT

- (i) The Council and its employees are committed to the elimination of violence, aggression and bullying in the workplace. To achieve this the Council and its employees will continue to develop and support policy and procedures to combat workplace bullying.
- (ii) The Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying and when an occurrence of bullying is identified, the Council will ensure all necessary steps are taken to prevent further bullying in accordance with the Council's Bullying and Harassment Policy.

3.3 TYPE OF EMPLOYMENT

3.2.1 Full-time, Part-time and Casual Employees

The type of employment for full-time, part-time and casual employees shall be as required by the relevant parent Awards.

3.2.2 Apprentices & trainees

The terms of employment for apprentices and trainees shall be as required by the *Further Education and Training Act 2014* and the relevant parent Awards.

3.2.3 Fixed-term Temporary

- (i) Fixed-term employee shall mean an employee who is engaged as such to work for a specific task or period of time. A fixed-term employee shall for all intents and purposes receive the same benefits under this Agreement as would a permanent employee, provided that accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.

- (ii) Fixed-term employees may be required to work up to an average of 36.25 or 38 ordinary hours per week, depending on the job classification, plus any additional hours as mutually agreed between the Council and the employee. By mutual agreement the contracted hours may be varied to suit the needs of the Council and the employee. Where this occurs the variation shall be recorded in writing and signed by both parties.
- (iii) Where it is necessary to terminate the employment of a fixed-term employee for misconduct, poor performance or incapacity to perform work or for any other reason prior to their agreed tenure being completed, the fixed-term employee shall receive the same notice as a permanent employee under this Agreement.

3.4 PROBATIONARY PERIOD

- (i) All new employees (other than casual employees) shall be subject to a probationary period of three (3) months. The Council shall discuss the employee's performance with them on a monthly basis during this probationary period, raising any concern the Council may have in relation to the employee's conduct or performance, where appropriate the Council shall provide relevant support to assist the employee to improve their performance and/or conduct.
- (ii) Where an employee is absent from work on permitted leave without pay or extended personal leave, the Council shall retain the option of extending the employee's probationary period for the amount of leave taken. For the purpose of this clause "extended personal leave" shall mean personal leave taken in excess of ten (10) working days.
- (iii) During the probationary period termination of employment may be effected by either Party by the provision of one (1) weeks' notice or payment/forfeiture in lieu of that notice. The requirement for one (1) weeks' notice or payment in lieu shall not apply in the case of dismissal for wilful misconduct. At the successful completion of the probationary period, or earlier if determined by the Council, employees shall become eligible for continuing permanent employment.

3.5 TRAINEES & APPRENTICESHIPS

The Council shall continue to offer traineeships and is committed to the following principles in offering traineeships and apprenticeships:

- exploring ways to maximise training opportunities for young people to enter the Council's workforce;
- pursue partnering opportunities with other organisations and group schemes;
- working with unions to develop arrangements that facilitate the transition from training roles to full-time permanent employment with the Council on a case by case basis in relation to the Council's business requirements.

3.6 LICENCES/COMPETENCIES

- (i) Particular occupations require the possession of relevant licences and/or certificates of competency. All employees shall be required by the Council to obtain and to maintain the necessary registration and licences that such employee would normally be required to hold in order to fulfil their position (i.e. drivers licence, relevant truck driving licence, trade certificates, etc) at no cost to the Council.
- (ii) However, the Council shall cover the training and ongoing licence or operator's ticket costs of employees who are required as part of their job with the Council to drive or operate identified machinery and/or equipment. If the Council requires the employee to hold any additional and/or specific licences/registrations/certificates relevant to their position they shall be obtained at no cost to the employee.

- (iii) Should an employee have their driving license/operator's ticket suspended or cancelled or are prohibited from driving a motor vehicle/machine by law or for any medical reason, they are required to inform the Council on the first business/ working day.
- (iv) Where an employee who maintains a licence or certificate necessary to perform their duties wishes to obtain a higher qualification in the designated trade or skill and it is agreed with management that such higher qualification will result in quantifiable benefits to both the employee and the Council, the Council will financially assist the employee in obtaining such higher qualifications. In such cases, the employee is to agree in writing to remain employed with the Council for a period of two years' service after obtaining such qualifications. Should the employee leave before this time, either voluntarily or due to circumstances outside of their control, financial assistance will be repayable by the employee upon termination as per below:
 - leave before 6 months – 100% repayable
 - leave within 6 - 12 months – 75% repayable
 - leave within 12 - 18 months – 50% repayable
 - leave within 18 - 24 months – 25% repayable

3.7 ANTI- DISCRIMINATION

The parties to this Agreement agree that it is their intention to:

- achieve the principle object in section 4(i) of the Act, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, culture, political opinion, national extraction or social origin; and
- observe applicable anti-discrimination provisions in Commonwealth and/or other State legislation.

3.8 WORK LOCATION

- (i) On commencement of employment, employees shall be notified of their starting and finishing location. For the purposes of this clause, "starting and finishing location" shall mean a designated office, depot or fixed plant (i.e. water treatment plant).
- (ii) Once notified of such, an employee's starting and/or finishing location cannot be changed other than in accordance with clause 3.7.1 and 3.7.2 of this Agreement. Where an employee is approached to change their starting and/or finishing time the employee shall have the option of being represented during any discussion with management by their nominated representative. Where agreement cannot be reached, the parties shall use the Dispute Resolution Process in this Agreement to resolve the matter. While the matter is in dispute the status quo shall be maintained.

3.8.1 Short Term Work Location Transfers

- (i) For short term operational purposes, up to six (6) weeks but extendable to twelve (12) with agreement and consultation with the effected employee/s and relevant union, Council may require an employee to alter their usual start/finish work location to an alternative work location from the usual starting point. Where Council requires an employee/s to start at an alternative work location, the travel/transfer allowances payable and contained within relevant Awards shall apply where such travel is to be undertaken outside of ordinary working hours.
- (ii) The parties agree that short-term transfers are designed to provide Council with flexibility to meet specific, genuine, short-term operational work requirements. With the exception of emergency transfer the Council will provide adequate notice to the employee concerned prior to transfer. The provision of accommodation and meals as applicable will be in accordance with Council Policy and align to the State Workplace Amenities Code of Practice.

3.8.2 Permanent Work Location Transfer

- (i) Council may permanently transfer an employee to another work location within the Council region to meet operational needs. An employee will normally be transferred once during the life of this Agreement, unless there is mutual agreement for otherwise. Where Council makes a definite decision to permanently transfer an employee to a new designated work location after certification of this Agreement, the employee/s and any relevant Union/s will be given eight (8) weeks' notice of the change, unless a lesser period is mutually agreed between Council, the employee/s and/ or any relevant Union/s.
- (ii) The CEO/Executive Director will determine any Undue Hardship Claim within fourteen [14] days of receipt of the claim and will take into consideration the following:
 - the individual employee's specific circumstances;
 - the Council's reason for the location change;
 - costs to Council and the affected employee involved;
 - availability of alternative arrangements;
 - fairness and equity for all employees; and
 - ability of Council to deliver efficient customer-focused service.
- (iii) In the event a position is no longer required to be worked by anyone at the nominated location, the agreed redundancy procedure will apply.

3.9 MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY AND EFFICIENCY

The measures set out below are designed to achieve real and demonstrable gains in productivity and efficiency:

- (i) Full-time truck drivers and road gang crews are required to work a minimum 38 ordinary hour week Monday to Thursday. Employees who are required to camp out on the job are entitled to be paid Camp Allowance and service overtime on Friday and travelling time at time and a half.
- (ii) Any public holidays falling between Monday and Thursday (excluding Christmas Day, New Year's Day, Good Friday and Anzac Day) can be substituted for another day (for anyone camped out) during the period the holiday falls.
- (iii) In recognition of productivity and efficiency gains within Council's road crews working a compressed 38 ordinary hour week Monday to Thursday:
 - Any public holidays that fall on Fridays are paid at eight (8) hours and the crew has the preceding Thursday off.
 - Any public holiday that falls on a Monday will be paid at eight (8) hours and the crews are required to work Tuesday to Thursday, three (3) by ten (10) hour days. This is due to focus on productivity to ensure projects being undertaken by the crews remain on track.
 - Any public holiday that falls on Tuesday or Wednesday are agreed in advance (ie the taking of Monday or Thursday off instead) and are generally paid for eight (8) hours. The working days are then three (3) by ten (10) hour days.
 - If an employee is sick they will have ten (10) hours' sick leave deducted for any day absent between Monday to Wednesday, inclusive, (based on a "normal" roster) or eight (8) hours for a Thursday.
- (iv) Prior to any rest pauses/lunch breaks, outdoor employee shall be allowed 5 minutes for washing of hands.

- (v) It is agreed that an employee may be required to carry out such duties as are within the limits of the employee's skills as long as the person is deemed to be competent, legal and safe to perform those duties. Employees shall be paid at the appropriate rate for any higher duties performed.
- (vi) Any employee, having worked the required number of hours to obtain a certificate of competence to operate a particular item of plant or equipment, shall be required to make the necessary application and undertake the prescribed test or examination to obtain the certificate of competence.
- (vii) It is agreed that all permanent positions may be advertised internally and externally simultaneously. However, in accordance with the Council's preference to enhance the career prospects of its own employees, internal applicants with the required skills and abilities shall be given preference over external applicants where all else is equal.
- (viii) All parties agree and commit to achieving improvements in productivity and efficiency in all areas of the Council's operations.
- (ix) The parties agree that, where appropriate, they shall develop performance indicators and benchmarks to gauge productivity improvements. Performance indicators may include, but are not be limited to, measures of:
 - quality
 - throughput
 - timeliness
 - cost effectiveness
 - occupational health and safety
 - environmental effectiveness
 - working arrangements (flexibility of)
 - training (level and appropriateness of)
 - employee participation
 - industrial disputation
 - resource management
- (x) The parties to this Agreement have agreed to regularly discuss these matters through the JCC.

3.10 WORKPLACE HEALTH AND SAFETY

- (i) Council agrees to comply with the provisions of the relevant Workplace Health and Safety Act and acknowledges that a healthier and safer workplace will result in improved effectiveness, efficiency and productivity. This will be accomplished by a consultative approach to managing Workplace Health and Safety (WH&S) issues and a WH&S framework supported by appropriate training.
- (ii) Council is committed to the achievement of a healthier and safer workplace through effective workplace changes. This will be accomplished through a consultative approach to managing WH&S issues which include:
 - control of hazards at the source;
 - reducing the incidence and costs of workplace injury and illness;
 - the provision of timely (being no later than the normal close of business of the next business day) and accurate incident reports for incidences which involve either personal injury, property damage or near-misses;
 - reviewing the work and management practices affecting the inter-relationship between efficiency, productivity and health and safety;
 - the commitment and adherence to the Councils' rehabilitation system for

- employees' affected by workplace injury or illness;
 - the provision of First Aid training (to employees who have been appointed by Council as a designated First Aid Officer) and other safety training as required by legislation;
 - the provision of vaccinations (e.g. Hepatitis A & B, Flu Shots, Tetanus etc) for employees in positions which have been identified by Council as high risk infectious activities; and
 - developing a culture of preventative strategies to promote better health and fitness.
- (iii) The consultative approach will be through WH&S committees and such committees will address the issues above and increase management, individual and supervisor accountability after consultation with the relevant parties in the workforce. WH&S awareness shall be enhanced and appropriate training and communication lines put in place.
- (iv) Where safety clothing and Personal Protective Equipment (PPE) is provided by the Council, all employees are required to wear the current issues of clothing and PPE during any working day. This action is necessary for the safety of the employee concerned as well as other employees working with that employee.
- (v) Employees are permitted to work when prescribed with medication, provided their work performance is not affected by that medication. All employees are obliged to ensure that work can be performed safely without risk to themselves or others. If an employee is likely to experience side effects from taking prescribed drugs, he/she must inform their Supervisor before commencing work.

3.11 TRANSITION TO RETIREMENT

- (i) Transition to retirement arrangements may be available to those employees considering full-time retirement from the workforce and who wish to facilitate this via a transition period to retirement, should there be mutual benefit for the employee and the Council.
- (ii) This is to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the Council.
- (iii) Transition to retirement arrangements may include, but are not limited to, the following:
- utilisation of accrued leave to maintain full-time status wages while working part-time hours without reduction in superannuation benefits;
 - working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO's, TOIL, annualised hours or leave without pay over an agreed period of time. For example, two (2) months' work followed by two (2) months' leave in rotation;
 - working from home on a full/part-time basis may also be considered where the nature of the work and the home is operationally suitable.
- (iv) Any such arrangements between the Council and the employee will be reached through consultation and will be documented in writing confirming the agreed pattern of work required, which may include (as applicable), weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times. These arrangements, through consultation, may be varied by mutual agreement between the employee and the Council and any agreed amendments also documented in writing.
- (v) All accrued leave entitlement balances accrued immediately prior to entering into a transition to retirement arrangement will be recognised at time of the arrangement. Where an employee has accrued excessive Annual leave as defined in clause 7.1 of this Agreement, the employee entering into the transition to retirement arrangement may retain the excessive leave balance until date of retirement unless otherwise elected. On commencement of the transition to

retirement arrangement, all leave will then accrue in accordance with the relevant hours of work clauses within this Agreement and/ or applicable parent Awards.

PART 4 – WAGES AND WAGE RELATED MATTERS

4.1 REMUNERATION

- (i) Employees whose conditions of employment are governed by this Agreement shall receive, over the life of this Agreement, remuneration as detailed in Schedule one (1). Such remuneration shall become effective from certification of this Agreement and from the first pay period following the date of the stated increase.
- (ii) Nothing in this Agreement shall be read as restricting the Council from offering, or from restricting the employee from accepting, an hourly rate of pay higher than that shown in the remuneration schedule. Where this occurs the higher rate of pay shall be used for all purposes, such as annual leave, personal/carer's leave and any other authorised paid leave.

4.2 ANNUALISED WAGE/ SALARY

Where an employee works irregular hours regularly they may request an annualised wage/ salary. Acceptance of such an agreement would be at the discretion of the employee and agreed to in writing. The annualised wage/salary is designed to annualise overtime that would be earned in peak periods and spread over the year. As such, any agreement would need to run for twelve (12) months. To ensure the employee is not disadvantaged, on balance, the employee or Council may elect to revert to normal overtime payments at the conclusion of the twelve (12) month period.

4.3 SALARY SACRIFICE

- (i) The Council provides employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities shall be subject to any legal limitations imposed by Federal and/or State legislation.
- (ii) The Council reserves the right to withdraw this provision if changes in the relevant laws mean that the Council would incur additional administrative costs or the scheme itself becomes unlawful. Any Fringe Benefit Tax attracted by the salary sacrifice arrangement shall be paid by the employee and shall not result in an increase to the total remuneration package.
- (iii) Other than facilitating the salary sacrifice arrangements, the Council shall not be responsible for any other aspects of salary sacrifice which would include, but is not limited to, any loss, fines or fees or other costs sustained by the employee. Accordingly, while not a necessity, the Council recommends employees take financial advice from a qualified financial planner prior to entering into any salary sacrifice arrangements.

4.4 ALLOWANCES

Allowances will be as per Streams A, B and C of the Queensland Local Government Industry Award – State 2017 and/ or as contained in this Agreement. Allowances shall be adjusted as per CPI-related Award provisions and State Wage Case decisions as they might apply to allowances not contained in this Agreement.

4.4.1 Camp allowance

- (i) Employees who are required to camp out on the job shall be paid the following allowance from the dates shown:
 - upon Certification - \$45.00 per day;
 - from 1 July 2018 - \$50.00 per day;

- from 1 July 2019 - \$55.00 per day.
- (ii) In order to qualify for this camp allowance, employees are required to live in such a camp for the full working day. To avoid doubt, this means that an employee who is working out of a camp shall be required to work their ordinary working hours, including travel on that day, to claim the camp allowance. Conversely, where an employee does not work out of a camp for their full ordinary hours, they shall not be paid camp allowance for that day.
- (iii) Where employees are required to live away from home for more than three (3) consecutive nights and the camp allowance is not paid due to accommodation being provided by the Council, an incidental allowance of \$10.00 per night shall be paid.

4.4.2 Caravan Allowance

Employees who supply their own caravans shall be paid a caravan allowance of \$82.69 per week from the date of certification of this Agreement, in addition to the camp allowance prescribed in clause 4.4.1 of this Agreement. This allowance shall be indexed to the All Groups CPI Brisbane percentage change over the preceding twelve months to the March quarter and increased by that amount each year from 1 July each year.

4.4.3 Locality allowance

- (i) In addition to remuneration otherwise payable under this agreement, employees shall be paid a locality allowance with the scale of such allowance being as prescribed pursuant to provisions of the Queensland Local Government Industry (Stream A) Award – State 2017 (or its successor).
- (ii) Employees who are currently in receipt of the Locality Allowance as stated below shall maintain this allowance for the duration of this Agreement:
- Moranbah \$40.00 p/w.
 - Clermont locality - with dependents \$108.36, no dependents \$54.18.
 - Moranbah locality - with dependents \$63.88, no dependents \$31.94

4.4.4 Construction allowance

Employees engaged at treatment plants who carry out work that meets the definition of "Construction, reconstruction, alteration, repair and/or maintenance work" detailed in clause 13.2 of the Queensland Local Government Industry (Stream B) Award – State 2017 (or its successor) shall not be paid the allowance as stated in that clause.

4.4.5 Emergency services allowance

Where an employee is appointed and required to perform the duties of either First Aider, Fire Warden Response Team or as a member of the defined LDCC group, they will be paid a weekly allowance of \$16.40. Such allowance will continue to be paid for the duration of such appointment.

4.4.6 On call allowance

- (i) Employees covered by the Queensland Local Government Industry (Stream C) Award – State 2017 who are directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours will be paid an on call allowance of \$17.00 and \$34.00 per night if required to be on call on Sunday.
- (ii) Employees covered by Streams A or B Queensland Local Government Industry Award – State 2017 who are on call will be paid in accordance with the relevant Awards.

4.4.7 Live sewer allowance

Employees engaged on Live Sewer work as defined in the Queensland Local Government Industry (Stream B) Award – State 2017 or the Queensland Local Government Industry (Stream C) Award – State 2017, during ordinary hours will be paid at the rate of time and one half.

4.5 CLOTHING ISSUE

4.5.1 Outdoor employees

The Council shall provide the initial issue of work clothing to employees in line with the following clause:

(i) New full-time Employees

- three (3) high visibility long sleeved shirts;
- three (3) pairs of trousers or skirts;
- one (1) winter jacket every two (2) years;
- once an employee has successfully completed their probationary period the employee shall receive a further two (2) sets of the above stated work clothing.

(ii) Part-time and Casual Employees

- three (3) high visibility long sleeved shirts;
- three (3) pairs of trousers or skirts;
- Other clothing as determined by the Council in relation to the hours the employee works.

(iii) Once issued it is a condition of employment that the issued clothing be worn when at work. Clothing shall be replaced, for new and existing employees, on a fair wear and tear basis.

4.5.2 Safety boots

The Council shall subsidise employees to a maximum of \$160.00 (exclusive of GST) on an annual basis from the date of certification of this Agreement where the employee purchases steel capped safety boots.

4.5.3 Indoor employees

A. Corporate Uniform

The parties agree that the Council shall set policy, in consultation with staff, in regard to the colours and style of corporate uniforms. Staff shall spend their annual uniform allowance (as prescribed below) with the corporate wardrobe supplier contracted to supply uniforms to the Council. The corporate wardrobe supplier will maintain a running balance of each individual staff member's entitlement, adjusted to reflect issues as they occur. Wearing of uniform is compulsory for all Office Administration Staff, except where authorised otherwise.

B. Full-time employees

- (i) The Council shall initially pay the total cost of purchasing employee uniforms to a maximum amount of \$550.00 per annum (non-accumulative), with employees to pay back to the Council the cost of all uniforms which exceed their current allocation. This payment may be made through payroll deductions, with the full balance to be paid within two (2) months from the date of purchase. Upon resignation, the balance becomes due and payable immediately.

- (ii) Where an employee provides notification of pregnancy and requires additional maternity issue clothing during the period of pregnancy at work, additional uniforms, a minimum two (2) sets, will be provided as authorised by the Senior Manager People and Performance.

C. Part-time & casual employees

Part-time and casual employees shall be provided with two uniforms on engagement.

PART 5 – HOURS OF WORK

5.1. FLEXIBLE WORKING ARRANGEMENTS

- (i) The parties to this Agreement endorse flexible work arrangements and agree that flexible work arrangements may be developed by agreement with the affected parties for any program undertaken by the Council.
- (ii) Flexible working arrangements must satisfy the following 4 principles:
 - current customer service requirements continue to be maintained;
 - they must be cost neutral;
 - they must be practicable and workable;
 - they must not compromise workplace health and safety requirements;
- (iii) Flexible work arrangements currently in existence shall be maintained for the duration of this Agreement unless an agreement is reached between both parties to amend the existing arrangements.
- (iv) In all cases relating to hours of work and workforce flexibility, the process shall involve consultation with the workforce, taking into account individual family considerations.
- (v) By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances shall the Council require an employee to work beyond ten (10) ordinary hours per day.
- (vi) Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Agreement shall operate to the extent necessary to give effect to the new work arrangements, provided that:
 - the terms of the new work arrangement are in writing and have been signed by the Council and the employee or their nominated representative; and
 - a majority of the employees whose employment is or shall be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least 7 days' notice has been given.

5.1.1 Clermont working hours

The working hours of Clermont employees will remain unchanged unless requested by employees in accordance with agreed flexible working arrangements or as discussed and agreed between the affected employees and/ or their representative/s and management.

5.2. ROSTERED DAYS OFF

- (i) The Council supports flexible work arrangements that suit both the organisation and the employees to take into account a balance of work and life responsibilities.
- (ii) Maintenance of the nine (9) day fortnight, 19 day month and ten (10) day fortnight shall

continue, however various other flexible work arrangements may be offered to employees by mutual agreement in line with organisational and employee requirements.

- (iii) Rostered Days Off (RDO) shall be scheduled in a rostering system for each specific work group. Changes to rosters must be agreed to by both parties and will not be unreasonably refused. Rosters must be scheduled to balance work life balance as well as operational needs. The parties agree that scheduling will be implemented in each area to ensure adequate resources are available each day Monday to Friday to ensure operational and community needs.
- (iv) On receipt of two (2) days' notice, an employee can be asked to work on a RDO with such RDO to be banked and taken at a mutually agreeable day between the employee and Manager, without attracting penalty rates.
- (v) An employee may bank up to a maximum of five (5) days. The accrued RDOs shall be taken within three (3) months of the date on which each RDO was accrued, with accrued RDO's over the five (5) day limit to be paid out at single time in the next pay period.
- (vi) The taking of banked RDO's must be taken at a time mutually agreed between the employee and the Manager. Where the "maximum" of five (5) RDOs is accrued, such maximum cannot be taken either side of a public holiday or during annual leave with the exception of the Christmas shut down period in accordance with clause 8.2 of this Agreement.

PART 6 – TRAINING RELATED MATTERS

6.1 AGREEMENT TRAINING

To ensure that management, supervisory staff and other relevant employees understand the intent and application of this Agreement, an education program relating to this Agreement and the parent Awards shall be facilitated through training of the MLT/ People & Performance/ Payroll/ JCC and toolbox talks as appropriate following this Agreement being certified by the QIRC.

6.2 COMMITMENT TO TRAINING AND PROFESSIONAL DEVELOPMENT

- (i) The parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of the Council, a strong and sustained commitment to training and skill development is required on both an individual and Council wide basis.
- (ii) The parties agree with respect to the training and career path development of employees, that each employee shall have access to learning processes and resources through a mutually agreed career development plan.
- (iii) The career development plan shall consist of a set of prioritised learning opportunities which should be reviewed annually and shall be based upon the following:
 - individual employee's desired career path;
 - the current and future skill requirements of the Council;
 - the size, structure and nature of the long term strategic operational plans of the Council;
 - the need to develop vocational skills relevant to the Council's long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers.
- (iv) Individual development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing the Council with a highly skilled workforce with the necessary skills to meet the future service and operational requirements.

- (v) This item will form part of the standard agenda for the JCC.

PART 7 – LEAVE ARRANGEMENTS

7.1 ANNUAL LEAVE

- (i) Each employee shall be entitled to five (5) weeks' annual leave per year.
- (ii) Annual leave loading for all employees shall be paid at the rate of 17.5%.
- (iii) Employees shall be required to provide the Council with a minimum period of notice in writing of 15 days of their intention to commence annual leave or as otherwise agreed.
- (iv) Where an employee has resigned from their employment and such an employee applies for annual leave during the notice period the Council shall maintain the right to refuse the annual leave application.
- (v) Where an employee has accrued an excessive amount of annual leave, the employee may be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time. For the purpose of this clause "an excessive amount of annual leave" shall equate to eight (8) weeks.
- (vi) Where an employee is required to participate in a leave reduction scheme and Council and the employee cannot agree when such leave as relates to the leave reduction will be taken, the Council can direct the employee to take such leave by giving eight (8) weeks' notice in writing.

7.1.1 Annual Leave Guidelines

- (i) Overseas bookings or advance bookings are not to be formalised until leave accruals are confirmed and any leave application is approved and acknowledged.
- (ii) Annual leave applications should be submitted to an employee's Supervisor as soon as practical and certainly as a minimum within legislative/Policy requirements.
- (iii) Upon receipt of such application the relevant Supervisor should consider the application in regard to operational needs both current and forecast. The Supervisor is responsible for confirming leave accruals of the applicant through "Tech One" and the "Staff My Modules Portal".
- (iv) If the leave is approved, the Supervisor is to sign and return the leave form to the employee with a copy to payroll. This is to occur within seven (7) days of receipt from the employee.
- (v) If the leave is not approved as requested, then the relevant Supervisor is to respond to the employee in writing within seven (7) days of receipt advising the reasons for the refusal, and seeking to determine an agreed alternative.
- (vi) Whilst every endeavour is made to forecast work commitments against leave requests when approving annual leave, situations may arise necessitating a review of confirmed leave approvals. Where such a review is necessary, each case will be considered on its merits applying "reasonableness." However once approved the agreed leave will only be amended by agreement between the parties. Should disagreement arise then the issue should be managed in accordance with these guidelines and/or, if deemed necessary, through the agreed Dispute Resolution Procedure contained in this Agreement.
- (vii) Where an employee proceeding on annual leave has less than ten (10) days' annual leave, the

employee may also access up to ten (10) days of accrued long service leave entitlement.

7.2 PERSONAL LEAVE

7.2.1 Definition

Personal leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or being required to provide care or support to a member of the employee's immediately family or household as defined in clause 1.4 of this Agreement. It is an insurance to protect the employee and their family against hardship should the employee be unable to continue their work and should only be utilised when an employee is ill or injured or is required to provide care or support. While personal leave is cumulative from year to year, it shall not be paid out on termination.

7.2.2 Entitlement

All eligible employees shall accrue 15 days' personal leave per annum.

7.2.3 Notification

Where an employee is unable to attend work due to illness, injury or the need to provide care for an immediate family member or household, they are required to contact their Supervisor directly by telephone, text message or email and inform them of their absence as soon as practicable. Notification through a third party, such as another employee, is not acceptable. In contacting their Supervisor the employee must advise of the period, or expected period, of the personal leave.

7.2.4 Evidence

To be entitled to paid personal leave an employee must provide the Council with notice as required under clause 7.2.3 as well as a medical certificate or other document, such as a statutory declaration, to the Council stating that the employee is ill, injured or is required to provide care and support to an immediate family member or household. Documentary evidence is required for all personal leave claimed in excess of two consecutive (2) days.

7.3 ABSENTEEISM MANAGEMENT PROCEDURE

- (i) Personal leave should only be claimed when injury or illness or the requirement to care for an immediate family member or household prevent an employee from attending work.
- (ii) The parties to this Agreement recognise that absenteeism and abuse of personal leave is a controllable overhead and abuse of this benefit is detrimental to the operations of the Council in respect to services to rate payers. In recognising this, the parties have agreed on the following procedure to manage personal leave abuse and absenteeism:
 - (a) The parties agree that personal leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or be required to care for an immediate family member or household.
 - (b) This procedure is designed to curtail personal leave abuse and absenteeism by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.
 - (c) The Council shall from time to time review employee's personal leave records with a view to determining if there are any employees who have a record of attendance which gives cause for reasonable concern. Where such concern is deemed an unsatisfactory record of absences, the following process will be implemented. At any time during this process an employee shall have the right to be accompanied or

represented by a person or organisation of their choice.

- (d) Any employee with an unsatisfactory record (due to frequent patterns or other reasonable concerns) shall be interviewed by their manager. The employee shall be notified at the time of setting the interview time and date that they are entitled to have a nominated representative or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason for the employee's absences, a letter of warning may be provided which will include a process for regular feedback by the manager to the employee and appropriate actions for improvement documented.
- (e) If no improvement is observed in the next review period, the employee is to be again interviewed as per clause 7.3(d). If the interview results in unsatisfactory reasons being given, a second letter of warning shall be sent to the employee, indicating proof of illness or a certificate shall be required for any subsequent absence or personal leave. This letter of warning shall also inform the employee that unless their attendance record improves further disciplinary action, up to and including termination of employment, may follow.
- (f) If the above action still results in unsatisfactory attendance the employee will be provided with a show cause in accordance with the Council's Disciplinary Procedure.

7.4 BEREAVEMENT/COMPASSIONATE LEAVE

- (i) In addition to the number of days allowable under the bereavement leave provisions in the Act, an employee may access one (1) additional day paid bereavement leave to attend the funeral or visit a seriously ill or dying member of the employee's immediate family or household as defined in clause 1.4 of this Agreement. Employees with accrued personal leave may access an additional two (2) days from such personal leave balance.
- (ii) To avoid doubt this means that an employee is able to access up to a total of five (5) days' paid leave comprising of three (3) days' paid bereavement/compassionate leave as well as two (2) days' paid personal leave to attend to funeral arrangements or to visit the immediate family member or household who has a life threatening injury or illness.
- (iii) Part-time and fixed-term employees shall be entitled to pro-rata bereavement leave contingent on their contracted hours. Casual employees shall be entitled to bereavement leave. However they shall not receive any payment.

7.5 LONG SERVICE LEAVE

- (i) This clause shall be read in conjunction with the Act. Where there is any consistency this clause shall take precedent.
- (ii) All full-time employees shall accrue long service leave entitlements at the rate of one point three (1.3) weeks for each year of continuous service with the Council. Part-time and casual employees shall be entitled to long service leave accrued on a pro-rata basis in relation to the ordinary hours worked. Employees shall be entitled to pro-rata payment of long service leave upon termination as defined, including resignation, after seven (7) years of continuous service.
- (iii) Accrued long service leave may be taken in minimum lots of two (2) weeks or as otherwise agreed once an employee has completed ten (10) years of continuous service.
- (iv) Where an employee proceeding on annual leave has less than ten (10) days annual leave, the employee may access up to ten (10) days of accrued long service leave entitlement.

- (v) Where an employee has accrued an excessive amount of long service leave the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of long service leave over an agreed period of time. For the purpose of this clause "an excessive amount of long service leave" shall equate to 19.5 weeks of accrued long service leave.
- (vi) Where such leave reduction scheme is not implemented, the employee will be directed to reduce excessive long service leave in accordance with s 97(3) of the Act.
- (vii) Long Service Leave may be taken at half pay where the increased absence does not adversely affect operational requirements and is by mutual agreement between the employee and direct management.
- (viii) Upon application in writing, an employee may be paid for all or part of an entitlement to long service leave instead of taking the leave as prescribed in s 110 of the Act.

7.6 CEREMONIAL/CULTURAL LEAVE

- (i) An employee who is legitimately required to be absent from work for ceremonial/cultural purposes shall be entitled to access accrued annual leave, RDOs or up to five (5) days' leave without pay in each calendar year.
- (ii) If required by the Council, the employee shall establish, prior to receiving approval, that they have an obligation to participate in ceremonial activities and shall advise the Council at the earliest opportunity of their obligation to participate. Requests for additional/alternative leave may be considered at the discretion of the CEO on a case by case basis.

7.7 PARENTAL LEAVE

7.7.1 Entitlement

- (i) The Council recognises that the provision of the paid parental leave scheme introduced by the federal government and any provision contained in this Agreement are mutually exclusive.
- (ii) Accordingly, the provision of paid parental leave contained in this Agreement shall not be subject to reduction during the life of this Agreement. Parental leave entitlements for employees shall be underpinned by the relevant parent Awards and legislative requirements. In addition to award and legislative requirements employees shall be entitled to apply for paid parental leave after 12 months of continuous service with the Council.
- (iii) An employee's entitlements to accrue other forms of paid leave shall continue during such period of paid parental leave. Absences for parental leave shall be supported by appropriate documentation.

7.7.2 Maternity Leave

- (i) An eligible full-time employee is entitled to six (6) weeks' maternity leave on full pay. Part-time employees are eligible to six (6) weeks' paid maternity leave based on their contracted hours. While casual employees may access maternity leave they shall not be entitled to paid maternity leave.
- (ii) Paid maternity leave may be taken at half pay.
- (iii) Where an eligible employee requests a period of maternity leave of more than twelve (12) months prior to proceeding on same, such application will not be unreasonably refused. The maximum extension to be agreed upon, under these circumstances, is eighteen (18) months. Where such extension is approved, the employee is expected to be absent for such period unless circumstances arise which provide grounds for amendment. Where a future extension

of maternity leave is requested, the total maternity leave approved is not to exceed twenty-four (24) months.

7.7.3 Paternity Leave

After twelve (12) months of continuous service, an employee is entitled to a total of three (3) days' paid paternity leave in connection with the birth or stillbirth of their partner's child or adoption of a child. Where a spouse or partner as defined applies for additional paternity leave, such leave may be granted in accordance with s 59 of the Act. In addition, paid paternity leave entitlements may be available through the Department of Human Services.

7.7.4 Adoption Leave

An employee is not entitled to access paid parental leave in relation to adoption-related leave unless the child that is to be placed with the employee for adoption:

- is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child; and
- has not, or will not have, lived continuously with the employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child; and
- is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner

7.7.5 Return to Work

Where an employee has commenced parental leave, the employee may, with the agreement of the Council, return to work on a part-time basis. The parties recognise that due to the fact that the Council may have employed another person to fill the role of the employee, the employee may not be able to return to their previous role prior to completing parental leave, unless in accordance with notice provisions as defined. However once the employee has completed the period of parental leave they shall be entitled to return to their previous position in line with the applicable legislation.

7.8 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

7.8.1 Entitlement

An employee who is a parent, or has responsibility for the care of a child, may request a change in working arrangements from the Council to assist the employee to care for the child if the child is under school age.

Note: Examples of changes in working arrangements include: changes in hours of work, changes in patterns of work and changes in location of work. The employee is not entitled to make the request unless:

- for an employee other than a casual employee, the employee has completed at least 12 months of continuous service with the Council immediately before making the request; or
- for a casual employee, the employee is a long term casual employee and they have a reasonable expectation of continuing employment by the Council on a regular and systematic basis.

7.8.2 Form of the Request

Any request for flexible working arrangements must be in writing and set out details of the change sought and the reasons for the change.

7.8.3 Agreeing to the request

- (i) The Council must provide the employee with a written response to a request for flexible working arrangements within 21 days, stating whether it grants or refuses the request.
- (ii) The Council may refuse the request only on reasonable business grounds and, if the Council refuses the request, the written response must include details of the reasons for the refusal.

7.9 NATURAL DISASTER LEAVE

- (i) Where a Declaration of a disaster situation has been declared which results in a situation where:
 - an employee is unable to perform their required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Workplace Health and Safety considerations; and
 - where the employee is required to leave the work site and return home, the employee shall be permitted to leave work and to be absent for up to a maximum of five (5) days without loss of pay. However, such leave is subject to approval by the CEO of the Council.
- (ii) Where any employee is isolated as a result of a disaster situation caused by, but not limited to, a natural flood, cyclone, bushfire, tsunami, volcano or earthquake events, and is unable to report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there or report for alternative duties or training, the employee shall be permitted leave without loss of pay, up to a maximum of five (5) days with such leave subject to approval by the CEO of the Council.
- (iii) Where, due to an employee's circumstances, they are required to return home due to a non-declared disaster situation, the employee must seek approval to leave work and, if approved, will be eligible to access any accrued leave balance (including TOIL, RDOs and Flex-time) excluding personal leave or unpaid leave.
- (iv) Where electronic facilities are available at an employee's residence and the employee is unable to attend normal or alternative place of duty then such employee would be expected to work from home where practical and safe to do so.
- (v) Staff required to attend the LDCC will receive the remuneration and conditions during the disaster situation as defined in the agreed guidelines for such situations and communicated to such staff.

7.10 DOMESTIC AND FAMILY VIOLENCE LEAVE

- (i) Employees who have been effected by domestic violence, as defined in the Council's Domestic Violence Policy, will be able to access up to twenty (20) days' paid Domestic and Family Violence leave. The support person, as defined in s 42(2)(b) of the Act, will be able to access up to ten (10) days' paid Domestic and Family Violence leave. Requests for additional leave will be considered at the discretion of the CEO on a case by case basis.
- (ii) All personal information concerning domestic and/or family violence will be kept confidential and only shared with authorised persons. No information will be maintained on an employee's file without their written permission. Council will develop and implement Workplace Safety Planning strategies to ensure the protection of employees affected by domestic and/or family violence, which will include and communicate such strategy in its Domestic Violence Policy.

PART 8 – MISCELLANEOUS

8.1 DEPOT CLOSURE

The existing arrangements with respect to the annual Christmas closedown of the majority of Council's outside Clermont workforce are to continue for the purpose of annual maintenance of the majority of infrastructure delivery, heavy plant and vehicles. Similar arrangements will continue in regards to infrastructure crews in Nebo and St Lawrence in reference to shutdown maintenance and heavy plant. Land Care and Open Space staff will be rostered as agreed during the Christmas closedown period.

8.2 CHRISTMAS SHUT DOWN PERIOD

- (i) Where employees do not have a balance in excess of five (5) weeks' annual leave, employees will be able to bank RDOs to cover the Christmas shut down period.
- (ii) Written notification will be provided at least 90 days before the Christmas shutdown period.

8.3 UNION RELATED MATTERS

8.3.1 Union Encouragement

On induction, the Council shall provide new employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the QIRC together with a copy of union delegate contact details.

8.3.2 Union Delegates

- (i) The Council acknowledges that Union and employee representatives can play an important role within a workplace in supporting sound and harmonious employee and industrial relations and assist in dispute resolution.
- (ii) The role of the employee representative(s) shall not detract from their primary responsibility which is to do the job they are employed to do.
- (iii) Employees and their representative(s) agree that issues in relation to employment of employees covered by this Agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved.
- (iv) Employees agree that they shall not hold any meetings, including with employee representatives, during normal hours of work without the prior approval of their manager.
- (v) Unions shall inform the Senior Manager People & Performance of the names and any changes to names and contact numbers of the appointed delegates so that these can be communicated to new employees on induction.
- (vi) Based on employee numbers, appointed union delegates will be granted up to five (5) days' paid leave in each calendar year non-cumulative to attend authorised trade union training programs.
- (vii) Where an extended period of union training leave for a particular employee who has not expended their entitlement is requested, under exceptional circumstances, by their Union and such training is designed to promote quantifiable good industrial relations and industrial efficiency within the workplace, then such request will be considered by the CEO or delegate.
- (viii) Union delegates may discuss work related matters which have been conveyed as a concern or grievance by an employee in order to assist resolve these concerns where possible provided the delegate does not unduly interfere with the work in progress.

8.3.3 Union Dues

Where an employee makes a written request for union due deductions to be made from their wages, the Council shall process this request and deduction in accordance with its payroll deduction processes.

8.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Council will provide an employee assistance program for employees, their immediate family and household (as defined in clause 1.4). Council will provide up to four (4) paid consultations, with further requests as per recommendation of the service provider to be considered by the Senior Manager People and Performance. In accordance with confidentiality agreements, employees voluntarily attending EAP are not identified to Council.

8.5 MEDICAL ASSESSMENT

- (i) Where an employee is unable to carry out the responsibilities of their substantive position over a prolonged period due to injury or illness, or in order to identify if a long term injured or ill employee who wishes to return to work may be redeployed to an alternative position, the CEO/Executive Director, in consultation with Workplace Health and Safety Manager, may request that the employee undergo a specialist medical assessment with an appropriate specialist medical practitioner.
- (ii) The medical report will only cover the employee's capacity [both short-term and long-term] to carry out the responsibilities of their substantive position and/or an alternative redeployment position.
- (iii) Such medical assessment will be undertaken by a specialist medical practitioner nominated by the employee's treating doctor or alternatively nominated by Council by agreement with the employee. If within one (1) month from the date of the request no medical assessment has been carried out, Council will provide a list of specialists from whom the employee will select their preferred specialist.
- (iv) If an employee fails to comply with a request for medical assessment, and the CEO/Executive Director believe there is an inherent risk to the employee's and/or any co-worker's health and safety if the employee returns to his/her substantive position, then they may transfer the employee to a suitable alternative position if available, to minimise the risk until such time as the employee provides a full medical clearance to return to their substantive position.
- (v) The written medical report by the specialist medical practitioner will be provided to the employee and the Workplace Health and Safety Manager.
- (vi) Council will bear the cost of any specialist medical assessment requested under this clause.

SIGNATORIES

Signed for and on behalf of the
ISAAC REGIONAL COUNCIL

{**Gary Stevenson PSM**
{Chief Executive Officer

In the presence of

Sheridan Dejun

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

{**Steve Baker**
{Acting Secretary

In the presence of

Glen Beckett

Signed for and on behalf of the
Queensland Services, Industrial Union of Employees

{**Neil Henderson**
{Secretary

In the presence of

Natalie Todd

Signed for and on behalf of the
**Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees**

{.....
{**Insert Name**
{Insert Title

In the presence of

.....
.....
Printed Name

Signed for and on behalf of the
**The Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland**

{.....
{
{**Insert Name**
{Insert Title

In the presence of

.....
.....
Printed Name

Signed for and on behalf of the
**Automotive, Metals, Engineering, Printing and
Kindred Industries Industrial Union of Employees, Queensland**

{Rohan Webb
{State Secretary

In the presence of

Elizabeth Barlow

Signed for and on behalf of the
The Electrical Trades Union of Employees Queensland

{Keith McKenzie
{Deputy Secretary

In the presence of

Kathryn Bignell

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

{.....
{

{Insert Name
{Insert Title

In the presence of

.....
.....
Printed Name

Signed for and on behalf of the
**Transport Workers' Union of Australia, Union of Employees
(Queensland Branch)**

{.....
{

{Insert Name
{Insert Title

In the presence of

.....
.....
Printed Name

SCHEDULE 1

Wage Rates Increase by 2% 1 July 2017, 2% 1 July 2018* and 2.5% 1 July 2019*

*Note – Wage rates for 2018 and 2019 as listed in schedule 1, will be reviewed upon publication of the All Groups CPI Brisbane percentage change over the preceding twelve (12) months to the March quarter and adjusted upwards from 1 July should the nominated CPI be higher than 2% in 2018 and 2.5% in 2019.

ISAAC REGIONAL COUNCIL WAGE/SALARY SCHEDULE

AWARD	LEVEL	RATE	RATE	RATE
		1 July 2017	1 July 2018*	1 July 2019*
STREAM B	Initial 6 months	46,900.36	47,838.37	49,034.33
	Level 1	47,904.36	48,862.44	50,084.00
	Level 2	48,900.55	49,878.56	51,125.53
	Level 3	49,881.85	50,879.49	52,151.47
	Level 4	50,909.94	51,928.14	53,226.34
	Level 5	52,097.44	53,139.39	54,467.87
	Level 6	54,106.82	55,188.96	56,568.68
	Level 7	56,106.99	57,229.13	58,659.86
	Level 8	57,924.38	59,082.87	60,559.94
	Level 9	59,924.55	61,123.04	62,651.12
STREAM A	ASL 1/1	49,684.24	50,677.93	51,944.87
	ASL 1/2	50,629.85	51,642.45	52,933.51
	ASL 1/3	52,145.01	53,187.91	54,517.61
	ASL 1/4	53,563.44	54,634.71	56,000.57
	ASL 1/5	54,980.49	56,080.10	57,482.10
	ASL 1/6	56,205.43	57,329.54	58,762.77
	ASL 2/1	57,642.92	58,795.77	60,265.67
	ASL 2/2	59,061.34	60,242.57	61,748.64
	ASL 2/3	60,478.40	61,687.97	63,230.16
	ASL 2/4	61,898.18	63,136.14	64,714.55
	ASL 3/1	63,313.88	64,580.16	66,194.66
	ASL 3/2	64,732.31	66,026.95	67,677.63
	ASL 3/3	66,152.08	67,475.12	69,162.00
	ASL 3/4	67,567.79	68,919.14	70,642.12
	ASL 4/1	68,983.48	70,363.15	72,122.22
	ASL 4/2	70,403.26	71,811.32	73,606.61
	ASL 4/3	71,630.92	73,063.54	74,890.12
	ASL 4/4	73,049.35	74,510.33	76,373.09
	ASL 5/1	74,465.04	75,954.35	77,853.20
	ASL 5/2	75,691.34	77,205.16	79,135.29
	ASL 5/3	77,109.76	78,651.95	80,618.25
	ASL 6/1	79,471.07	81,060.49	83,087.01
	ASL 6/2	81,833.74	83,470.42	85,557.18
	ASL 6/3	84,199.14	85,883.12	88,030.20
	ASL 7/1	86,561.80	88,293.03	90,500.36
	ASL 7/2	88,924.47	90,702.96	92,970.53
	ASL 7/3	91,287.15	93,112.89	95,440.72
	ASL 8/1	94,122.62	96,005.07	98,405.20
	ASL 8/2	96,959.47	98,898.66	101,371.12
	ASL 8/3	99,796.30	101,792.23	104,337.04
	ASL 8/4	102,457.39	104,506.54	107,119.20

	ASL 8/5	105,118.45	107,220.82	109,901.34
STREAM C	C14	38,923.04	39,701.50	40,694.04
Engineering and	C13	43,056.60	43,917.73	45,015.67
Electrical/Electronic	C12	45,223.27	46,127.74	47,280.93
Services	C11	45,831.90	46,748.54	47,917.26
	C10	52,096.72	53,138.66	54,467.12
	C9	52,391.48	53,439.31	54,775.29
	C8	54,473.84	55,563.31	56,952.40
	C7	56,290.50	57,416.31	58,851.72
	C6	60,300.06	61,506.06	63,043.72
	C5	62,247.82	63,492.78	65,080.10
	C4	64,301.84	65,587.88	67,227.58
	C3	68,309.99	69,676.19	71,418.09
	C2(a)	61,855.29	63,092.40	64,669.71
	C2(b)	57,733.78	58,888.45	60,360.67
STREAM C	BT 1	52,096.72	53,138.66	54,467.12
Building Trades Services	Dog-person	48,306.79	49,272.93	50,504.75
	Certified Scaffolder	48,219.65	49,184.04	50,413.65
	BW 1	46,856.44	47,793.57	48,988.41
	Labourer	45,371.36	46,278.79	47,435.76

BT 1 – Mason, Joiner, Shop Fitting, Machinist, Glazier, Carpenter, Bricklayer, Plumber, Licensed Drainer, Painter, Fibrous Plasterer, Plasterer, Floor specialist, Signwriter, Sand Blaster, Tiler.

BW 1 – Assistant Powder monkey, hoist driver, gear hand, gantryhand, jackhammer person, concrete cutting or drilling machine operator, steel bender, labourer.

BW 2 - Certified scaffolder, Foundation shafts worker, Rigger, Dog person, Powder monkey, Concrete finisher, Hoist or winch driver, Steel fixer, Tack welder.

SCHEDULE 2

SPECIAL WORK ARRANGEMENTS

COMMUNITY CENTRES

Where a casual employee is engaged to work in Council Community Centres, hours of duty and meal breaks, minimum period of engagement and overtime will be in accordance with the applicable Queensland Local Government Industry (Stream A) Award – State 2017, Queensland Local Government Industry (Stream B) Award – State 2017 or Queensland Local Government Industry (Stream C) Award– State 2017, dependant on classification.