

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Gladstone Regional Council

AND

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

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

Australian Workers' Union of Employees, Queensland

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

The Electrical Trades Union of Employees Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

(Matter No. CB/2018/204)

**GLADSTONE REGIONAL COUNCIL CERTIFIED AGREEMENT 2018**

Certificate of Approval

On 17 January 2019 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Gladstone Regional Council Certified Agreement 2018*

**Parties to the Agreement:**

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

**Amendments:** None

**Operative Date:** 17 January 2019

**Nominal Expiry Date:** 8 November 2021

**Previous Agreements:** *Gladstone Regional Council Certified Agreement 2012*

**Termination Date of** 17 January 2019 (Matter No CB/2018/203)

**Previous Agreements:**

# **Gladstone Regional Council Certified Agreement 2018**

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## **1 PART 1 – Application and Operation**

### **1.1 Title**

This Certified Agreement will be known as the **Gladstone Regional Council Certified Agreement 2018** (hereafter referred to as the Agreement).

### **1.2 Intentionally Left Blank**

### **1.3 Parties Bound**

The parties to the agreement are: -

The Gladstone Regional Council (hereafter referred to as 'Council') and the following Unions: -

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

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

**AWU** The Australian Workers' Union of Employees, Queensland

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

**ETU** The Electrical Trades Union of Employees Queensland

**PGEU** Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

**QSU** Queensland Services, Industrial Union of Employees

### **1.4 Application**

This Agreement will bind Gladstone Regional Council, the Unions named in clause 1.3 and all Council Employees employed under the Parent Awards listed in clause 1.6, excluding the Chief Executive Officer and Executive Officers as defined in this Agreement.

### **1.5 Date and Period of Operation**

This agreement shall operate from the date of certification and remain in force until 8 November 2021.

## **1.6 Relationship with Parent Awards**

1.6.1 This Agreement shall be wholly read and interpreted in conjunction with the terms of the following 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
- Training Wage Award – State 2012

As amended from time to time provided that where there is an inconsistency between this Agreement and the Parent Award/s, this Agreement shall prevail to the extent of that inconsistency.

1.6.2 Council will, during the life of this Agreement and in its renegotiations, bargain collectively with the parties to this Agreement in respect of Employees whose terms and conditions have traditionally been covered by the Parent Awards. The terms and conditions of these Awards and this Agreement shall apply to new Employees as they do to current Employees.

## **1.7 Renegotiation**

The parties undertake to commence renegotiations of this Agreement within six (6) months prior to the nominal expiry date, and to aim to finalise the negotiations for a new collective Agreement prior to the expiry date.

## **1.8 Single Bargaining Unit**

For the purpose of negotiating and implementing a Certified Agreement on behalf of all Unions in accordance with the provisions of the Queensland Industrial Relations Act 2016 (the Act), a Single Bargaining Unit (SBU) was established.

The SBU consists of affiliated Employees and Union Officials from the joint Unions party to this Agreement and as a guide will generally include no more than 14 affiliated Employees. The SBU will be dissolved once negotiations are finalised and reformed at least six months prior to the expiry date of this Agreement.

## **1.9 Education and Implementation of Certified Agreement**

To ensure Supervisors and Senior Management understand the intent and application of the clauses outlined in this Agreement, an education program explaining the Agreement and the Parent Awards will be facilitated by Council.

## **1.10 Joint Consultative Committee (JCC)**

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication is essential.

The parties are committed to a consultative process which aims to improve the organisation through cooperation, conciliation and consultation. All parties to this Agreement hereby agree to assist and support these processes and principles.

To this end, the Joint Consultative Committee (JCC) shall be responsible for the role of coordinating the reforms set out in the Agreement. The JCC will also receive and review information about Council and its workforce and consider all industrial and employment matters

that may impact the workforce thus ensuring effective communication between management, employee work teams and all Unions.

The JCC shall be formed within two months from the date of certification of this Agreement. The JCC will consist of the Chief Executive Officer; 5 management representatives and 13 Employees' representatives from the Unions signatory to the Agreement. Union Officials will receive an open invitation to attend and speak at the JCC meetings and be advised of the date, time and venue of meetings at least one week prior to the meeting. In addition, Council will provide a Minute Secretary at each meeting.

Once formed, JCC meetings shall be held at least on a bi-monthly for the first twelve months of the Agreement and upon agreement of the JCC they may move to quarterly for the remainder of the Agreement. Cancellation of JCC meetings will only occur through consultation and consent of the majority of the JCC members.

The JCC will determine the date, time, quorum and venue for the meeting and meeting protocols.

The terms of reference for the JCC will be:

- The JCC is a consultative rather than a decision-making body.
- Monitor and review the implementation of the Agreement.
- Undertake specific responsibilities and activities designated to the JCC as provided for within the Agreement.
- Facilitate consultation in accordance with Clause 1.11.
- Facilitate consultation on and monitoring of workplace issues that impact on employees, including individuals, work units, divisions or the entire organisation.
- Facilitate consultation prior to implementation of strategic workforce planning.
- Discuss and consider any other matter raised by Union/s or management which impacts on the workforce pursuant to this Agreement.
- The JCC has no involvement in dispute resolution or processes detailed elsewhere in this Agreement.
- The JCC will not be the primary mechanism to implement change which is expressly provided for under Clause 2.5 Introduction of Change.

A standing agenda item for the JCC will be the provision, by Council, of a written quarterly report of Council's employment numbers as at that quarter, to allow informed discussion. The report will provide a breakdown of the employment numbers per Business Unit and the categories of employment within Council i.e. full time, part time, casual, temporary, contract and agency/labour hire. The report will also identify the number of vacant positions and position titles.

## **1.11 Council Policy & Corporate Standard**

- 1.11.1 It is agreed that Council has the right to create, adopt and amend Policies and Corporate Standards which impact Employee entitlements and working arrangements from time to time at its absolute discretion after consultation with the affected Employees and Unions party to this Agreement.
- 1.11.2 Before adopting any such changes, the Chief Executive Officer and the relevant Executive Officers will conduct full, genuine consultation with the Unions and the Employees prior to distribution and implementation.
- 1.11.3 Both Council and the Employees agree to read and abide by the terms and requirements of any such Policies.
- 1.11.4 Policies will not become binding terms and conditions of this Agreement or an Employee's contract of employment. Policies will have the status of reasonable directions of the Council as Council.

## **1.12 No Extra Claims**

It is agreed by the parties that for the life of this Agreement:

- 1.12.1 The parties will not pursue any extra claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;
- 1.12.2 This Agreement covers all matters or claims from all Unions parties to this Agreement regarding the employment of the Employees, which could otherwise be the subject of protected actions pursuant to the Act; and
- 1.12.3 Neither party to this Agreement, will engage in protected action pursuant to the Act, in relation to the performance of any work covered by the Agreement during the nominal term of this Agreement.

## **2 PART 2 –Dispute Resolution & Communication, Consultation**

### **2.1 Grievance and Dispute Settling Procedure**

- 2.1.1 The matters to be dealt with in this procedure will include all grievances or disputes between an Employee and Council in respect to any industrial matter and all other matters. Such procedures will apply to a single Employee or to any number of Employees. Employee(s) may be represented by their relevant Union Representative or any other representative at any and all stages of the Grievance and Dispute Settling Procedure.
- 2.1.2 Where the matter involves a grievance or complaint against a person employed in a supervisory role or in any other management role, the Chief Executive Officer or General Manager People, Culture and Safety may consider engaging an independent third party to conduct the investigation. The Chief Executive Officer and/or General Manager will take into consideration the nature of the grievance when making such a decision.

- 2.1.3 In the event of an Employee having a grievance or dispute the Employee or the Employee's Union Representative will in the first instance attempt to resolve the matter with the Employee's immediate supervisor, who will provide a response within 24 hours or as soon as reasonably practicable under the circumstances and not extend beyond 7 days. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure.
- 2.1.4 If the grievance or dispute is not resolved under sub-clause 2.1.3 of this clause, the Employee or the Employee's representative may refer the matter to the next higher level of management. A response shall be provided within 48 hours and not extend beyond 7 days after the matter is raised at this level by the Employee or the Employee's representative.
- 2.1.5 If the grievance or dispute is still unresolved after discussions mentioned in sub-clause 2.1.4 of this clause, the matter will, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the Council. An Employee who is not a member of the Union may report the grievance or dispute to senior management. This should occur as soon as it is evident that discussions under sub-clause 2.1.4 of this clause will not result in resolution of the dispute and shall not exceed 14 days.
- 2.1.6 If, after discussion between the parties, or their nominees mentioned in sub-clause 2.1.5 of this clause, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Queensland Industrial Relations Commission (QIRC) in accordance with the relevant provisions of the Act.
- 2.1.7 Whilst all of the above procedure is being followed, normal work will continue except in the case of a genuine safety issue.
- 2.1.8 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.1.9 All parties to the dispute will give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to the prompt settlement of the dispute.
- 2.1.10 Any order or decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 2.1.11 Discussions at any stage of the procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **2.2 Investigations and Disciplinary Processes**

- 2.2.1 The parties acknowledge that all disciplinary processes and investigations must be open and transparent, ensuring that the parties involved in the matter are provided with natural justice and procedural fairness. Accordingly, the processes shall follow a set procedure and decision-making methodology to ensure consistency and fairness for the parties involved.

- 2.2.2 Where appropriate an investigation will occur to determine the root cause, before there is any consideration regarding potential disciplinary outcomes. The purpose of the investigation shall not be to find fault with an individual but rather objectively consider, based on all relevant evidence, what caused the issue and identify recommended outcomes to prevent the issue occurring in the future.
- 2.2.3 Investigations will occur as soon as practical. Prior to any meetings Employees involved in an investigation will be provided with detail of what the meeting is about and why the Employee's attendance is required and that they have a right to have a Union representative present or other representative.
- 2.2.4 If an Employee is required to attend a meeting in relation to a disciplinary process, they shall be provided with at least 24 hours' notice in writing of the requirement to attend the meeting. Such notice shall include the detail of what the meeting is about and why the employee's attendance is required and shall also make it clear than the employee has a right to have a Union representative present or other representative.

#### **2.2.5 Steps Involved - Investigation**

- 2.2.5.1 When it has been determined that an event has occurred that warrants investigation, the relevant Employee(s) shall be notified of the investigation as soon as practicably possible.
- 2.2.5.2 Where appropriate the Employee(s) may be stood down on full pay whilst the investigation is occurring.
- 2.2.5.3 The Employee(s) shall be provided with all relevant information in writing relating to the matter that is being investigated, prior to any request for them to provide their version of events.
- 2.2.5.4 At the conclusion of the investigation the Employee(s) will be provided with the detail of the investigation's findings, including the recommended outcomes of the investigation.

#### **2.2.6 Steps Involved – Discipline**

- 2.2.6.1 After investigation, if it has been determined that an event has occurred that may warrant discipline for an Employee, the Employee shall be provided with the detail of the allegations as well as all relevant evidence relating to the allegations, this information shall be provided in writing prior to any request for the Employee to respond to the allegations.
- Information shall not be provided where it breaches legislation such as the Public Interest Disclosure Act 2010.
- 2.2.6.2 The Employee shall be provided with an opportunity to respond, either in writing or verbally, to the allegations. The employee has the right to elect whether they wish to respond verbally or in writing and shall be provided with a minimum of seven days to respond to the allegations.
- 2.2.6.3 At all stages during an investigation and disciplinary process an Employee shall have an absolute right to be represented by their relevant Union or other representative. Council will not attempt to obstruct an Employee's representative's involvement and where requested will provide all relevant material to the Employee's representative (in addition to providing the material to the Employee(s)).

- 2.2.6.4 It is the intention of the parties that any investigation or disciplinary process be carried out expeditiously.
- 2.2.6.5 The Employee shall be informed in writing of the findings of the disciplinary process, including detail outlining the reasons for the findings and whether allegations were substantiated or unsubstantiated.  
Where the findings include substantiated allegations, the Employee shall be advised in writing of any proposed disciplinary outcomes and shall be provided with a minimum of seven days to show cause why they should not be disciplined. The employee has the right to elect whether they wish to respond verbally or in writing.
- 2.2.6.6 An Employee may dispute any outcome via the Dispute Resolution Procedure as set out in this Agreement.

## **2.3 Job Security**

- 2.3.1 The Parties agree that changes in work practices and productivity initiatives may enhance the efficient operation of Council. Council shall utilise their personnel before any work is contracted out.

Council are committed to continually improving the job security of Employees by:-

- 2.3.1.1 Ensuring that all Council Employees and resources are fully utilized before any work is contracted out;
- 2.3.1.2 Training, upskilling and educating Employees and providing retraining where appropriate; including Employees participating in and encouraging and supporting multi skilling within the workforce where it is safe, efficient, legal and logical to do so;
- 2.3.1.3 Delivering career development and equal opportunity;
- 2.3.1.4 Employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under any 'Parent Award' or this Agreement; after consultation with affected Employees and their representative;
- 2.3.1.5 Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation;
- 2.3.1.6 Managing its workforce in order to avoid the need for involuntary labour reduction in the future;
- 2.3.1.7 Ensuring that the efficient use of labour will not be used to deskill or promote the erosion of employee competencies, and qualifications (i.e trade);
- 2.3.1.8 Ensuring that Council maintains a core permanent workforce;
- 2.3.1.9 Ensuring that Council follows the procedure and process detailed in Schedule 3 of this Agreement titled "Redundancy Provisions".
- 2.3.1.10 Ensuring that when the decision is made to advertise for positions externally the position is also advertised internally simultaneously.

2.3.1.11 If Council wishes to engage independent contractors and/or labour hire to perform work that might be performed by current or future Employees under this Agreement, Council will consult with all potentially affected Employees and the relevant Union (s). This consultation shall occur in accordance with Clause 2.5.

2.3.1.12 If after consultation, Council decides to engage labour hire, the Council agrees that such labour hire will be engaged on terms and conditions no less than those provided for under this Agreement. Any labour hire company engaged to perform work for the Gladstone Regional Council shall pay their employees no less than the rates of pay and all terms and conditions of employment contained within this Agreement.

### **2.3.2 Insourcing Plan**

Parties recognise the value and importance of in-house delivery of services for the quality and sustainability of Council's future commitments in the region.

Council has committed to developing and implementing an insourcing plan and associated action plan, which will be consulted with the relevant Employees and Union/s. To be clear, consultation will be conducted with Employees and relevant Union/s performing (or capable of performing) functions and services currently contracted out.

Council is committed to keeping the JCC informed of progress of the development and implementation of these plans.

## **2.4 Joint Commitment to Identifying Productivity, Efficiency & Cost Saving Opportunities**

The Parties are committed to working collaboratively to proactively identify and explore opportunities across Council's operations to improve productivity, achieve efficiencies or realise cost savings.

Efforts to identify productivity, efficiencies and cost savings shall be recognised as being in the interests of all Parties and shall be considered without recriminations or adverse action.

Initiatives will focus on the design to maximise employee effectiveness and capability through work improvement projects designed to enhance Council performance relating to such things as process efficiency, labour productivity, quality, cost control, recovery and reliability.

## **2.5 Introduction of Change**

### **2.5.1 Council's Duty to Notify**

2.5.1.1 Before Council decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

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

2.5.1.3 Where this agreement makes provision for alteration of any of the matters referred to in clauses 2.5.1.1 and 2.5.1.2 an alteration shall be deemed not to have significant effect.

## **2.5.2 Council's Duty to Consult Over Change**

- 2.5.2.1 Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- 2.5.2.2 The consultation shall occur as soon as practicable before making the decision referred to in clause 2.5.1.
- 2.5.2.3 For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- 2.5.2.4 Notwithstanding the provision of clause 2.5.2.3 Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

## **2.6 Position Descriptions**

- 2.6.1 The parties acknowledge the importance of maintaining accurate and up to date Position Descriptions.
- 2.6.2 Council acknowledges that any changes to an Employees Position Description could have a significant effect on the incumbent's duties. As such, Council is committed to consulting with Employees when considering changes to the Employee's Position Descriptions.
- 2.6.3 Changes to an Employee's Position Description can only be made after consultation with the individual Employee has occurred, including allowing the Employee to have input into the position description and provide feedback on proposed changes by mutual agreement between the incumbent Employee and Council.
- 2.6.4 A dispute may be escalated in accordance with the disputes procedure where required and in accordance with 2.1 within this Agreement.
- 2.6.5 As a result of the significant change that Council has undertaken, Council is committed to conducting a full review of each Employee's Position Description in consultation with each Employee to ensure all Position Descriptions are accurate and genuinely reflect the duties and requirements of the position. This review shall be completed during the first 24 months of this Agreement being certified.

## **2.7 Redundancy**

Council is committed to the job security provisions outlined in Clause 2.3 and redundancy will only be utilised as a final option. Where redundancy is utilised Council will follow the procedure and process detailed in Schedule 3 of this Agreement titled "Redundancy Provisions".

## **2.8 Project Rates**

- 2.8.1 The parties agree that if Council tender for and are successful in a tendering process for project work that is not part of Council's general work then the Council will convene a meeting between the relevant Union and management to agree on a project agreement which includes but is not limited to rates of pay, hours of work etc.
- 2.8.2 Any agreement that is reached shall be endorsed by those Employees directly affected their Unions and Council and recorded in a signed memorandum of understanding prior to any work commencing on the project. Such agreement may only be reached if Council is able to pass on any increase in rates of pay or changes to conditions to the project.

## **2.9 Recruitment**

- 2.9.1 Council is committed to maintaining Employee numbers to ensure the ongoing delivery of services to ratepayers of the Gladstone Region. Council shall advertise any position that is vacant within 14 days of formal notice of the incumbent Employee vacating the position. Where any legitimate reason may delay advertising of a position Council will consult with the affected workgroup and relevant Union.
- 2.9.2 All vacant positions shall be advertised internally in the first instance for a minimum of 5 business days. This advertisement process shall include the posting of the vacant positions on all noticeboards across the Council. Council shall aim to fill every vacant position within 30 days of the position formally becoming vacant.
- 2.9.3 Where positions are not filled within that timeframe Council shall provide a report to the JCC detailing why the position was not filled within the timeframe, including the detail of the recruitment process that was conducted.
- 2.9.4 Where Council does not intend to fill a position that has become vacant, Council must conduct a full consultation process in accordance with clause 2.5, providing all of the relevant detail in writing to the relevant workgroup and the relevant Union(s) explaining why Council does not intend to fill the position. As part of this process Council must genuinely consider and respond to any feedback that is received in response to the proposal to leave the position vacant. Regardless of the outcome, no vacant position shall be removed from the Organisation Structure. A register of redundant positions shall be maintained.

## **3 PART 3 – Council & Employee Duties, Employment Relationship & Related Arrangements**

### **3.1 Employment Categories**

An Employee may be employed by Council on a full time, part time or casual basis.

#### **3.1.1 Full Time Employment**

- 3.1.1.1 Full time employment is characterised by an Employee who is employed for an average of 38 ordinary hours per week.

### **3.1.2 Part Time Employment**

- 3.1.2.1 A part time employee is one who is employed to work on predetermined number and pattern of hours, with a minimum of 10 hours per week but less than the ordinary hours worked by a full-time employee.
- 3.1.2.2 A part time Employee will be paid an hourly rate equal to the annualised wage for their position/classification as detailed in Schedule 1, divided by 1976 hours.
- 3.1.2.3 A part time Employee will be entitled to overtime payments for any work performed in excess of their set hours in any one week or day in accordance with Clause 3.1.2.5 of this sub-clause. All overtime worked by a part time Employee will be paid at time and one half of the ordinary rate of pay for the first two hours and double time thereafter.
- 3.1.2.4 For the purposes of calculating overtime rates of pay for part time Employees, Council will use the rate of pay calculated in accordance with 3.1.2.3 of this sub-clause.
- 3.1.2.5 At the time of engagement Council and the part time Employee will agree in writing on a pattern of work and the number of ordinary hours worked per day and week relevant to the position. This can be modified at any time if mutually agreed between Council and the relevant part time Employee and will be recorded in writing.
- 3.1.2.6 A part time Employee whose usual day of work falls on a public holiday will be entitled to be absent for the day without loss of pay. Where a part time Employee is directed to work on a public holiday, the Employee will be paid in accordance with the relevant Award for all time worked with a minimum payment of 4 hours at double time and one half.
- 3.1.2.7 For the purposes of all other entitlements under this Agreement, a part time Employee is entitled to the pro-rata annualised wage and leave accruals of a full time Employee.

### **3.1.3 Casual Employment**

- 3.1.3.1 A casual Employee is an Employee who is engaged on an hourly basis and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement of three (3) hours. It must be stipulated at the commencement of the engagement that the Employee is engaged on a casual basis.
- 3.1.3.2 The maximum ordinary hours of duty for a casual Employee will be 7.6 hours in any one day or 38 hours in any week, or 76 hours in a fortnight. These ordinary hours will be worked between the hours of 6.00am and 6.00pm Monday to Friday, both days inclusive.
- 3.1.3.3 A casual Employee will be paid an hourly rate equal to the annualised wage for their position/classification as detailed in Schedule 1, divided by 1976, plus a casual Employee loading of 25%. For those existing employees who are currently receiving a higher casual loading these provisions will be retained (I.E. 31%)

- 3.1.3.4 Casual Employees will be entitled to overtime payments for any work performed in excess of their ordinary hours. All overtime worked by a casual Employee will be paid at time and one half of the ordinary rate of pay for the first two hours and double time thereafter.
- 3.1.3.5 For the purposes of calculating overtime rates of pay for casual Employees, Council will use the rate of pay calculated in accordance with 3.1.3.3.
- 3.1.3.6 At the time of each engagement Council and the casual Employee may agree in writing on a pattern of work and the number of ordinary hours worked per day relevant to the casual Employee's position. This can be modified at any time by mutual agreement between Council and the relevant casual Employee.
- 3.1.3.7 Where a casual Employee is directed to work on a public holiday, the Employee will be paid double time and one half for all time worked, with a minimum payment as for 4 hours' work.
- 3.1.3.8 A casual Employee will be engaged and be paid a minimum of three hours per engagement.
- 3.1.3.9 Where a casual is employed to replace an existing employee (non casual) their arrangement of hours shall be the same as the employee being replaced. However, casuals shall be paid their ordinary rates and any overtime that has arisen as a result of working this arrangement.

## **3.2 Juniors**

Any junior Employee under the age of 21 who is performing work commensurate with that of an adult Employee shall receive the appropriate adult rate whilst performing such work.

## **3.3 Probationary Period**

It is agreed that a three (3) month probation period applies to employment with Council. Supervisors will prepare monthly updates on progress during this period and shall discuss such update(s) with the Employee during this time. Council or the Employee may terminate probationary employment on one weeks' notice, or payment in lieu, during the probation period.

## **3.4 Service and Maintenance of Fixed and Mobile Plant**

Scheduled servicing and maintenance will be performed by trade qualified Council Employees to minimise the risk of break down and damage to Council's fleet. Employees will continue their practice of being responsible for their daily pre-start checks/maintenance.

## **3.5 Work Location**

All Employees will have a designated starting location (depot, library or office) which will be their usual place of starting work.

- 3.5.1 All Employees should report to their usual place of starting work at the commencement time of each Rostered Day.
- 3.5.2 Any changes to an Employee's designated starting location can only be made by mutual agreement.
- 3.5.3 Employees who transfer to another depot in accordance with clause 3.5.3 will be paid a travel allowance in the circumstances where the Employee's workplace or depot has

moved more than five (5) kilometres from where it existed. Payment will be made to the Employee for any additional time taken to travel a distance greater than five (5) kilometres from their workplace or depot. The Employee will be paid at the appropriate rate per kilometre as set out in Schedule 2 of this Agreement. This travel allowance does not apply where a motor vehicle is supplied.

3.5.4 Alternatively, the Employee may travel during paid work time.

### 3.6 Termination of Employment

#### 3.6.1 Notice of Termination by Council

3.6.1.1 In order to terminate the employment of an Employee, Council must give to the Employee the period of notice specified in the table below:

Period of Continuous Service:	Period of Notice:
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

3.6.1.2 In addition to the notice in 3.6.1.1 of this clause, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

3.6.1.3 Payment in lieu of the prescribed notice in 3.6.1.1 and 3.6.1.2 of this clause must be made if the appropriate notice period is not required to be worked.

3.6.1.4 In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Council would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the Employee; and
- (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the Employee's employment contract.

3.6.1.5 During the period of notice of termination given by Council, an Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with Council.

#### 3.6.2 Notice Of Termination By An Employee

3.6.2.1 The notice of termination required to be given by an Employee must be a minimum of one week (or lesser amount as agreed between Council and the Employee). If an Employee fails to give notice, Council will have the right to withhold monies due to the Employee with a maximum amount equal one week. This clause will not apply to casual Employees or to Employees engaged for a specific period of time or for a specific task or tasks.

- 3.6.2.2 If any Employee fails to give the notice specified in sub-clause 3.6.2.1 of this clause the Council has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 3.6.2.1 of this clause.
- 3.6.2.3 When an Employee's service is terminated by Council or voluntarily by the Employee, provided the necessary required notice has been given the Employee will be paid all monies due not later than two working days (2) after termination.
- 3.6.3 Council will in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.
- 3.6.4 Employment will be terminated by Council without notice if the Employee commits any act which would entitle Council to summarily dismiss an Employee including, but not limited to: -
  - 3.6.4.1 a serious or persistent breach of any of the terms of the Code of Conduct for Employees.
  - 3.6.4.2 dishonesty, fraud, wilful disobedience, gross misconduct.
  - 3.6.4.3 wilful breach, non-observance, neglect of discharge of duties to Council to the reasonable requirements of Council.
  - 3.6.4.4 disobedience or neglect of lawful instructions or directions duly authorised.
  - 3.6.4.5 conviction for an offence precluding or inhibiting the further performance of duties under the Agreement/position description
  - 3.6.4.6 abandonment of employment, in accordance with Clause 3.6.5 of this clause.

In which case the Employee will be entitled to payment of salary and benefits as provided in this Agreement, up to and including the date of termination or dismissal.

- 3.6.5 If an Employee has been absent for a period of 7 working days without the consent of Council and does not, during such time, establish to the satisfaction of Council a reasonable cause for the absence the Employee will be deemed to have abandoned their employment.
  - 3.6.5.1 Before an Employee is terminated on the basis of abandonment of employment, Council will make a reasonable effort to contact the Employee.
  - 3.6.5.2 Any termination of employment on the basis of abandonment will be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.
- 3.6.6 Upon termination of employment for any reason, the Employee will immediately return to Council all property of Council.
- 3.6.7 The periods of notice set out in sub-clause 3.6.1(a) of this clause does not apply:
  - 3.6.7.1 in the case of dismissal for serious misconduct;
  - 3.6.7.2 to Employees engaged for a specific period of time and/or for a specific task or tasks at the conclusion of their contracted engagement;

3.6.7.3 to trainees and apprentices whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement at the conclusion of their contracted engagement; or

3.6.7.4 to Casual Employees.

### **3.7 Transition to Retirement Arrangements**

Transition to Retirement Arrangements may be available to those Employees considering full time retirement from the work force and who may consider a transition period to retirement.

This is in recognition of the need 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 Council.

Transition to Retirement Arrangements may include but are not limited to the following:

- 3.7.1 Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits. This part time arrangement will only apply in cases where the transition to part time is able to be achieved without adversely affecting continuity of the work group. Employees transitioning to retirement through part time arrangements will be required to work a minimum of half the hours required for the position.
- 3.7.2 Working agreed blocks of work using a combination of either accrued leave, banked RDO'S, TOIL, or leave without pay over an agreed period of time. For example; two (2) months work and two (2) months leave in rotation.
- 3.7.3 Working from home on a full or part time basis may also be considered where the nature of the work is operationally suitable.

Any such arrangements between Council and the Employee 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 may be varied by mutual agreement between the Employee and Council and any agreed amendments documented. But in any case, all such transition to retirements arrangements will not extend over a period of greater than six months.

All accrued leave entitlement balances accrued immediately prior to accepting a Transition to Retirement Arrangements will be maintained without reduction. On commencement of the Transition to Retirement Arrangement, all leave will accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable Parent Award.

### **3.8 Workers eligible for a supported wage**

- 3.8.1 This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage pursuant to sub-clause 3.8.2 of this clause.
- 3.8.2 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

- 3.8.3 This clause does not apply to any existing Employee who has a claim against the Council which is subject to the provisions of workers' compensation legislation.
- 3.8.4 Provided that the minimum amount payable must not be less than \$86.00 per week, Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of any pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of Agreement Rate (Schedule 1)
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 3.8.5 Where a person's assessed capacity is 10 per cent, they will receive a high degree of assistance and support.
- 3.8.6 For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee pursuant to Clause 3.8.4 of this clause, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by Council and an accredited assessor from a panel.
- 3.8.7 The assessment of the applicable percentage will be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.
- 3.8.8 Where an assessment has been made, the applicable percentage will apply to the wage rates only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other Employees covered by this Agreement, paid on a pro rata basis.
- 3.8.9 When Council employs a person under the provisions of this clause, Council will take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- 3.8.10 In order for an adequate assessment of the Employee's capacity to be made, the Council may employ a person under the provisions of this clause for a trial period not exceeding four months ("the trial period").

- 3.8.11 During the trial period the assessment of capacity will be undertaken and the proposed rate for a continuing employment relationship will be determined.
- 3.8.12 The minimum amount payable to the Employee engaged pursuant to this clause during the trial period must be no less than \$86.00 per week.
- 3.8.13 Work trials should include induction or training as appropriate to the job being trialled.
- 3.8.14 Where Council and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment pursuant to Clause 3.8.7 of this clause.

### **3.9 Trainees and Apprentices**

#### **3.9.1 Training Conditions**

- 3.9.1.1 The apprentice or trainee will be permitted by Council to undertake a course of instruction or qualification in accordance with the provisions of the Further Education and Training Act 2014, Queensland Industrial Relations Act 2016 and Industrial Relations Act 2016 – Supply of Tools to Apprentices and the delivery arrangements approved by the relevant State Department. This will involve progression through an individual Training Plan, which outlines agreed competencies, training methods and monitoring arrangements, which is developed in conjunction with the supervising Registered Training Organisation.
- 3.9.1.2 On commencement Council will request that the apprentice or trainee be assessed by the relevant supervising Registered Training Organisation to determine the competencies possessed by the trainee or apprentice relative to the qualification to be undertaken. Such assessment will be identified in the apprentice's or trainee's Training Plan and/or training record.
- 3.9.1.3 Council will ensure apprentices and trainees are supervised to the extent required to ensure that all on and off the job training outcomes are achieved and safety requirements are met.
- 3.9.1.4 The relevant State Department will monitor the overall training program. The Training Plan and/or the training record may be utilised as part of this monitoring process.
- 3.9.1.5 It is the responsibility of the relevant supervising Registered Training Organisation in conjunction with Council, to conduct ongoing assessment of the apprentice or trainee. This ongoing assessment is to ensure that the apprentice or trainee is making adequate progress towards the achievement of competencies and associated minimum training requirements in the course of instruction.
- 3.9.1.6 Supervision of apprentices will be undertaken in accordance with the Further Education and Training Act 2014 as amended from time to time

#### **3.9.2 School-Based Apprentices/Trainees**

School-based apprenticeship or traineeship training arrangements require:

- 3.9.2.1 a training agreement, involving on-the-job training and productive work, signed by the Council and the apprentice or trainee and their guardian where appropriate;
- 3.9.2.2 off-the-job training supervised through a Registered Training Organisation;

- 3.9.2.3 that the student/employee attends secondary school and/or institution offering secondary courses;
- 3.9.2.4 progress towards the attainment of a senior secondary certificate and completion of or progress towards a nationally recognised vocational education and training qualification; and
- 3.9.2.5 When a student ceases to be enrolled in a school and/or institution offering secondary courses and the student has not completed the apprenticeship/traineeship, they will continue as an apprentice or trainee in accordance with the training agreement and this Agreement.

### **3.9.3 Payment for Course Time**

- 3.9.3.1 Time spent by an apprentice or trainee in undertaking an approved course of instruction, up to the maximum number of hours specified in the approval, is taken to be time worked for Council and ordinary hours when calculating wages and employment conditions for the apprentice or trainee.
- 3.9.3.2 Council must include details of time spent and payment for course time in the time and wages records.
- 3.9.3.3 Where an apprentice or trainee's rostered day off, or days off, coincide with attendance at an approved course of instruction the rostered day off will not be a rostered day off for the apprentice or trainee and must be substituted by one of the following methods:
  - (i) the equivalent of the time spent at the course of instruction may be added to apprentice or trainee's RDO balance; or
  - (ii) payment for the equivalent of the time spent at the course of instruction may be made to the apprentice or trainee on the next succeeding pay day; or
  - (iii) the apprentice or trainee may be allowed the equivalent of the time spent at the course of instruction in lieu of such rostered day off. Unless otherwise agreed between Council and the apprentice or trainee, such time in lieu must be taken at a mutual time between the apprentice or trainee and Council.

### **3.9.4 Direct Employment of Trainees**

Council will directly employ Trainees where the appropriate range of training can be provided throughout the course of employment with Council.

Council guarantee to increase the number of trainees in the first year in each discipline and in the subsequent years through the life of the Agreement.

Consideration of additional future trainees will be in line with Council's insourcing strategy and future workforce plan/s.

### **3.9.5 Direct Employment of Apprentices**

Council will directly employ Apprentices where the appropriate range of training can be provided throughout the course of employment with Council.

Council guarantee to increase the number of apprentices in the first year in each discipline and in the subsequent years through the life of the Agreement.

Consideration of additional future apprentices will be in line with Council's insourcing strategy and future workforce plan/s.

### **3.10 Higher Duties**

All Employees directed to perform the duties of a higher level within their classification structures for more than a total of 4 hours on any day shall be paid the rate applicable to such higher level for the entire day. If however such Employee(s) have the 'higher duties' recognised as part of the Multi-Skilled Classification Structure Implementation Manual then no such higher duties shall apply.

## **4 PART 4 - Wages and Wage Related Matters**

### **4.1 Method of Payment**

- 4.1.1 Payment of wages will be made fortnightly in arrears and wages will be paid by way of electronic funds transfer (EFT) to a financial institution with EFT facilities nominated by the Employee Payment to be made within two days, excluding weekends, and after the completion of the pay cycle.
- 4.1.2 Should employees be paid late due to actions within Council's control, Council will reimburse those Employees who incur bank fees due to the late payment. Should the payment be outside of Council's control this reimbursement will not be made.

### **4.2 Single Pay Scale for all Employees**

- 4.2.1 Employees engaged under this Agreement will receive the wage and salary levels prescribed in Schedule 1 of this Agreement titled "Gladstone Regional Council Pay Scale".
- 4.2.2 During the period of operation of this Agreement, Employees will receive further salary increases according to the corresponding year of the Pay Scale in Schedule 1 of this Agreement.
- 4.2.3 In accordance with an individual skills assessment, all Employees covered by Stream B and Stream C Awards will be classified to the Pay Scale in Schedule 1 of this Agreement.
- 4.2.4 Coverage Roster Employees will receive a regular fortnightly payment of wages, to be calculated as one twenty-sixth (1/26) of the annualised wage relevant to their position and classification, plus or minus any adjustments that need to be made for allowances or overtime worked during the period.
- 4.2.5 A Schedule of Wage and Salary rates to apply during the life of this Agreement is attached as Schedule 1. The schedule provides for three increases as follows;
  - 4.2.5.1 2.5% effective from the dated of certification of this Agreement to be backdated to the first full pay period after 1 November 2018;
  - 4.2.5.2 2.5% effective from the first full pay period after 1 November 2019; and
  - 4.2.5.3 2.5% effective from the first full pay period after 1 November 2020.
- 4.2.6 In addition to the wage increases provided in clause 4.2.5, each employee employed as at 1 November 2018 will also be paid a one off payment of \$1,000 to be paid after the first full pay period after the successful vote.

### **4.3 Superannuation**

4.3.1 Superannuation is administered under the Local Government Act 2009.

Currently, the Council contribution to employees' superannuation for contributing employees shall be 12% of the employees' ordinary time earnings subject to the employee contributing a minimum of 6% of their ordinary time earnings.

These rates will be adjusted in accordance with the relevant legislation. Employees may also elect to make these contributions, or any additional voluntary amounts before tax, under a salary sacrifice agreement. Council recommends that Employees should seek independent financial/Legal advice before entering into salary sacrifice arrangements.

4.3.2 Other Employees (i.e. Casual Employees) will receive superannuation contributions, in line with the Australian Government's superannuation guarantee legislation as amended from time to time.

4.3.3 The annualised wage is deemed to be the salary for superannuation purposes.

4.3.4 Employees may voluntarily salary sacrifice into the Local Government Superannuation Scheme. It is recommended that Employees should seek independent financial/Legal advice before entering into salary sacrifice arrangements.

### **4.4 Classification Structure**

#### **4.4.1 Classification and review**

4.4.1.1 The Gladstone Regional Pay Scale identified in Schedule 1 of this Agreement is based on the Stream A Award. Employees covered by Stream A Award will be classified in accordance with the classification structure of that Award. Outdoor Employees (Stream B and Stream C Awards) will be classified in accordance with the Gladstone Regional Council Multi-Skilled Classification Structure Implementation Manual.

4.4.1.2 An Employee will automatically progress one increment every year until they reach the top of the position's classification level. Each level is distinguished by a letter and an Employee will only change classification levels if their individual skill level changes and the additional skill level is recognised in a higher band.

4.4.1.3 Changes to skill level will be assessed annually in conjunction with performance reviews or as requested by an Employee.

4.4.1.4 Band changes to skill levels shall be assessed annually in May each year at the request of the employee with the application date to be the 1st July in the ensuing financial year.

4.4.1.5 All reviews of skill levels shall be undertaken by Council. Any dispute arising out of this clause shall be dealt with in accordance with clause 2.1 of this Agreement.

4.4.1.6 Gladstone Regional Council's pay scale/classification structures for Outdoor Employees covered by Stream B and Stream C Awards is underpinned by the Multiskilling Classification Structure Implementation Manual.

4.4.1.7 Within six (6) months from the date of certification of this Agreement, the JCC, or a sub-committee of the JCC as determined by the JCC, shall commence a project to review the Multiskilling Classification Structure Implementation Manual.

#### **4.4.2 Progression And Reclassification (Indoor Employees)**

Classification of Stream A positions shall be in accordance with the provisions of the relevant Award subject to the following:

- 4.4.2.1 All positions shall have an agreed position description which will be used as the primary source of classifying positions;
- 4.4.2.2 Whenever a position is redesigned, the position will require a review of classification conducted in consultation with the relevant Employee/s; and
- 4.4.2.3 Copies of the current agreed Position Description shall be provided to the incumbent Employee and maintained in Council's record management system.
- 4.4.2.4 Council when requested (in writing) by an Employee to provide to the Employee (in writing) within four weeks of the receipt of the written request:
  - the Employee's classification;
  - the reasons for the Employee's appointment to that classification including:
    - (i) characteristics of the position;
    - (ii) requirements of the position;
    - (iii) the responsibilities of the position;
    - (iv) the organisational relationship;
    - (v) the extent of authority.
- 4.4.2.5 An Employee may request a reclassification in accordance with Clause 4.4.3, if they dispute the classification determined by Council.
- 4.4.2.6 An Employee may request a union or other representative to represent them throughout the process outlined in the clause above.

#### **4.4.3 Reclassification requests – All Employees**

- 4.4.3.1 An Employee may make a request for reclassification at any time where the Employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by Council, such that the position should be classified at a new level within the Award.
- 4.4.3.2 Following discussions with the relevant Supervisor, applications must be forwarded to the Manager in the first instance. The Manager will seek input, support and advice from People Services. The Employee will receive written notification, via email as an acknowledgment that their application has been received;
- 4.4.3.3 The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. Should the Employee's request for reclassification be approved, the Employee shall be back paid at the higher classification rate from the date at which the position changed.
- 4.4.3.4 An Employee may request a Union or other representative to represent them throughout the process outlined in the clause above.

#### **4.4.4 Annual Performance Reviews – All Employees**

The Parties agree that a highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity. As a key part of Annual Reviews, the relevant Supervisor will work with the Employee to:

- 4.4.4.1 Reassess the accuracy and relevancy of their Position Description and classification to the current required responsibilities, duties and tasks associated with the role;
- 4.4.4.2 Identify an Individual Training and Professional Development Plan and opportunities to expand an Employee's skills and experience based on Employee's strengths and weaknesses;
- 4.4.4.3 Set new goals and review achievements.
- 4.4.4.4 Annual performance reviews will not be used for disciplinary purposes

#### **4.5 Allowances**

The Wage Rates expressed in Schedule 1 of this Agreement will be an "all inclusive" rate of pay which covers all monetary allowances provided for in the relevant Awards formerly applicable to the Employee except those listed in Schedule 2 of this Agreement. Exceptions to this will be where there is an applicable allowance outlined for those Employees covered by a Special Arrangements in Schedule 5.

#### **4.6 General Savings Provisions**

Prior to the certification of this Agreement some part time 'Officers' employed by the previous 'Miriam Vale Shire Council' were in receipt of a 10% loading pursuant to the Local Government Officers Award. In acknowledgment of the time period that this payment has been made such employees will continue to receive the 10 % loading from certification of this Agreement.

### **5 PART 5 – Hours of Work, Breaks, Overtime, Annual / Recreation Leave & Public Holidays**

#### **5.1 All Employees**

The provisions of Clause 5.1 shall apply to all employees of Council.

##### **5.1.1 Wet Weather**

All time lost through wet weather will be paid for provided that the Employee reports for work and is ready and willing to perform any work or other duties for which they are appropriately skilled or undertake any training required by the Council.

##### **5.1.2 Workers Prevented from Attending Work**

Employees who are prevented from attending their normal place of employment through natural disaster or any other occurrence shall be entitled to receive their normal wages as if they attended work. The Employee must make all reasonable attempts to advise Council of the circumstances and if so directed attend an alternative work location.

Council agrees to continue its custom and practice of allowing employees (subject to the CEO's approval) to return home in exceptional circumstances (i.e. cyclone) in order to attend to their properties. It must however be recognised that Council is an 'essential services provider' as such and in some cases (depending on the individual concerned) approval to return home may not be given by the CEO.

### **5.1.3 Fatigue Management**

An Employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day and the Employee has not had at least ten consecutive hours off duty between those times shall, be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of Council such an Employee resumes or continues work without having had such ten consecutive hours off duty, then the Employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **5.1.4 Flexible Family Friendly Workplace Arrangements**

Council agrees to ensure that any requests for flexible work arrangements are given full, genuine and careful consideration in accordance with the relevant Award.

5.1.4.1 In the event that an Employee is required to work, or elects to work, one of the rosters (inclusive of Non Standard rosters) allocated to the Employee by Council, and the Employee finds that the roster is incompatible with their family commitments and/or lifestyle, the Employee may make a formal written request to Council to:-

- (i) Change to the alternative roster albeit the work hours may be altered; or
- (ii) Change to part time or casual employment working only those days which are compatible with the Employee's family commitments and/or lifestyle.

### **5.1.5 Overtime**

5.1.5.1 All authorised time worked outside or in excess of the ordinary hours of duty specified in the hours of duty for each employee arrangement on any one day, will be deemed to be overtime.

5.1.5.2 Overtime worked on a weekday or rostered day (for Coverage Roster or Non Standard Roster Employees) will be paid for at the rate of time and one-half times the annualised ordinary rate for the first 2 hours and double time thereafter.

5.1.5.3 Overtime worked on Saturday (or a Non-Rostered Day for Coverage or Non Standard Roster Employees) will be paid for at the rate of time and a-half for the first 2 hours and double time thereafter with a minimum payment of 3 hours at overtime rates.

5.1.5.4 Overtime worked on a Sunday will be paid for at the rate of double time with a minimum payment of 3 hours at overtime rates.

5.1.5.5 If an Employee completes a rostered day and is recalled to return to work overtime on a Rostered Day, the Employee will be paid at one and one half times the ordinary rate for the first two hours and double time thereafter and will receive a minimum payment of 2 hours of the Employee's ordinary rate of pay.

5.1.5.6 Where an Employee is required to perform overtime of more than 2 hours but less than 4 hours either immediately prior to their normal starting time or immediately following their normal ceasing time, shall be entitled to a 30 minute meal break without deduction of pay;

- (i) After each further period of 4 hours' overtime on the same day, the Employee must be allowed 30 minutes for a paid meal break where work is to continue beyond 4 hours.
- (ii) The Employee may at their absolute discretion elect to not take the allocated meal break and instead add the time designated for the meal break to the end of the overtime shift.

5.1.5.7 Travel time outside normal working hours travelling to and from the job site is to be paid as overtime for the duration of travel and paid to all employees in the vehicle

## **5.2 Time off in Lieu**

5.2.1.1 Subject to clause 5.2.1.2 Council may require an employee to work reasonable overtime at overtime rates.

5.2.1.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to the employee's health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by Council of the overtime and by the employee of their intention to refuse it; and
- (v) any other relevant matter.

5.2.1.3 When overtime is worked the Employee may elect to accrue TOIL rather than be paid overtime. Employees will be given time off equivalent to the time worked;

5.2.1.4 Such TOIL must be taken within three months from the date of accrual and at a time mutually agreed between the Employee and Council;

5.2.1.5 An Employee's or Supervisor's request to take accrued TOIL, will not be unreasonably denied;

5.2.1.6 Where time off in lieu has not been taken within four months since the overtime was worked, the Employee may be paid the equivalent of the time worked at the relevant overtime rates;

5.2.1.7 The Employee shall be entitled to retain a minimum bank of accrued TOIL equivalent to one day

## **5.3 Annual Leave**

5.3.1 Employees will be entitled to accrue 20 days annual leave on full pay within a twelve-month period which is accrued proportionately on a weekly/fortnightly basis.

5.3.2 Annual leave debits will be equivalent to the ordinary hours Employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

- 5.3.3 Council encourages all Employees to take their full complement of Annual leave during each year of employment. If the Employee accumulates more than 40 days Annual Leave, Council may require the Employee to submit a plan to take all leave in excess of 40 days within a reasonable time frame.
- 5.3.4 Annual Leave will be exclusive of any Public Holiday occurring during the period of that Annual Leave.
- 5.3.5 When taking Annual Leave, Employees will be paid at the rate equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave,
- 5.3.6 On the termination of employment of any Employee, such Employee will be paid for any untaken Annual Leave standing to the Employee's current credit.
- 5.3.7 Upon termination of employment, the Employee will also be entitled to ordinary pay for any Public Holiday which would have occurred had the Employee taken any accrued Annual Leave standing to the Employee's credit at the termination of employment.
- 5.3.8 Annual Leave will need to be approved in writing by the relevant Employee's supervisor and taken at a time mutually agreed between the Employee and the Council.
- 5.3.9 The 3 ordinary working days between Christmas and New Year may be worked up as time off in lieu (TOIL) throughout the year or be deducted from the Annual Leave entitlements. Council closes its administration centres during this period.
- 5.3.10 In accord with the Gladstone Regional Council Certified Agreement 2018, employees acknowledge that the 17.5% leave loading forms part of their annualised wage.
- 5.3.11 If an employee while absent from duty on annual leave is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's sick leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.
- 5.3.12 Where Council seeks to apply a Christmas shutdown, beyond the Administration Centres for the 3 ordinary working day period between Christmas and New Year, it will provide notice to the employee at least six (6) months from the intended commencement date and nominated period for the Christmas shutdown. During the Christmas shutdown employees may access annual leave, long service leave or TOIL options. As Council is committed to maintaining gainful employment, where the CEO considers it safe and efficient to do so, Council will consider temporary redeployment at the employee's request.

Employees may request in writing, no later than four (4) months before Christmas Shutdown, temporary redeployment to other operational areas within the employees skill set during the Christmas Shutdown period. Employees will be notified as to whether their request has been approved or denied (and thus required to access annual leave, long service leave or TOIL provisions) no later than three (3) months before the Christmas Shutdown.

Christmas Shutdowns will be applied to suit the operational needs of the organisation and as a result arrangements may differ from team to team.

### **5.3.13 Public Holidays**

5.3.13.1 Council recognises that the following days are public holidays:

- (i) New Year's Day;
- (ii) Australia Day;
- (iii) Good Friday;
- (iv) The day after Good Friday
- (v) Easter Sunday;
- (vi) Easter Monday;
- (vii) Anzac Day;
- (viii) The Birthday of the Sovereign (currently Queen's Birthday);
- (ix) The designated show holiday for the Gladstone Region;
- (x) Labour Day;
- (xi) Christmas Day;
- (xii) Boxing Day

5.3.13.2 Any authorised work undertaken on a public holiday by an Employee will be paid for at the rate of double time with payment of minimum of 4 hours. This is in addition to the payment for the public holiday.

5.3.13.3 If one of the public holidays outlined above falls on a weekend and a statutory public holiday is taken on the next business day the public holiday rates will apply on the statutory holiday and penalty rates for working on the weekend will only apply for the public holiday.

5.3.13.4 If a full-time Employee's rostered day off falls on a public holiday then the next normal work day shall be taken as the rostered day off.

5.3.13.5 Due to the nature of the 7 day coverage roster, those Employees who are Rostered on for a Public Holiday will not normally be required to work on the Public Holiday. Those employees who are on a Non-Rostered Day for that particular Public Holiday will be entitled to an additional ordinary day to that Employee's recreation leave accrual.

### **5.3.14 Staggered Meal Breaks**

With the view of improving work practices, consideration will be given to staggering meal breaks where sufficient Employees are employed, or on jobs where the traffic has been diverted. Lunch breaks as a standard should commence no later than five hours after commencing work, however by mutual agreement may be delayed and shall be completed no later than seven hours after commencing work.

The advantages of this operation are:-

- increase usage of plant in the working day;
- opportunity to train new operators or increase experience; and
- a change of duties during the day, break the monotony and improve job satisfaction.

In the event that a majority of employees in a particular section/group agree to defer their lunch break then no overtime/penalty rates shall apply. If Council directs the employee to take their lunch break outside of the spread above then the applicable penalty rates in accordance with the relevant award will apply after the seventh hour.

## **5.4 Coverage Roster Employees**

### **5.4.1 Application Of These Provisions**

The Gladstone Regional Council Certified Agreement 2008 introduced the Coverage Roster specifically for the construction crews and providing seven (7) day coverage. The purpose of this is to enable maximisation of plant and equipment and achieve a genuine balance between family and work life for employees. This arrangement may also be offered to other Council employees throughout the remainder of Council's operations on a 'mutually agreed' basis with each employee after consultation with the relevant union/s and employees. The coverage roster arrangement shall be as per Schedule 4.

Employees who work a 'coverage roster' arrangement receive a 15% roster loading for all purposes which will form part of the employees ordinary time earnings for the purposes of superannuation and will be paid in lieu of standard overtime penalty rates worked under such arrangement. The roster loading shall also be included in the annualised wage payable under this agreement for overtime purposes.

### **5.4.2 Hours of Duty**

- 5.4.2.1 The arrangements of any 'coverage roster' hours will be based on a 38 hour week and the standard hours of duty of the coverage roster will be between 6.00 am and 6.00 pm, each Rostered Day.
- 5.4.2.2 Employees working the coverage roster arrangement will work 10.5 paid hours (the necessary daily hours) for each rostered working day.
- 5.4.2.3 All coverage roster Employees will be paid for hours worked during the standard hours of duty set out in this clause, at each Employee's ordinary rate of pay and in accordance with Schedule 1 of this Agreement.
- 5.4.2.4 Each Rostered Day will include one half hour paid smoko break which is to be taken on or in close proximity to the worksite and one half hour unpaid lunch break. The timing of such breaks to be determined by the on-site supervisor in consultation with the work group. It is agreed that the timing of such breaks will be flexible and taken when logical breaks occur. No penalty payment will apply to deferred breaks.

### **5.4.3 Training Days**

No loss of any wages, terms and conditions of employment will result from the removal training days.

## **5.5 Non-Standard Roster Employees**

The Council may approach an Employee or group of Employees to work an alternate/non standard roster. Any change to the alternate/non standard roster must be by mutual agreement in consultation with the relevant Union/s.

### **5.5.1 Application Of These Provisions**

In the event that Council seeks to introduce a roster other than a standard 9 day fortnight or the coverage roster, Council shall consult with the relevant Union/s and Employees. Non-standard rosters may be implemented throughout Council's operations on a 'mutually agreed' basis with each employee.

Prior to implementation of any non-standard roster Council shall reach agreement with the relevant Union/s on how the roster is to be paid, including any calculation for a roster loading.

### **5.5.2 Hours of Duty**

The arrangements of any non-standard roster hours will be based on a 38 hour week and the standard hours of duty of the non-standard roster will be between 6.00 am and 6.00 pm, each Rostered Day.

## **5.6 Outside Employees - Nine Day Fortnight**

- 5.6.1 Council outside Employees who choose to remain on a 'nine-day fortnight' will work 76 hours over 9 days with the ordinary spread of hours namely 6.00am to 6.00pm Monday to Friday, with an unpaid meal break of not less than 30 minutes and a combined paid rest pause of 20 minutes.
- 5.6.2 The working day may be arranged on a work group basis by consultation with the affected employees and by mutual consent including designation of depots for start and finish times.
- 5.6.3 The working day will include a 20 minute paid smoko break which is to be taken on or in close proximity to the worksite and one half hour unpaid lunch break. Timing of such breaks are to be determined by the on-site supervisor in consultation with the work group. It is agreed that the timing of such breaks will be flexible and taken when logical breaks occur. No penalty payment will apply to deferred smoko breaks.
- 5.6.4 Employees will work a 9-day fortnight. A rostered day off (RDO) will be determined by Council and fall on a Monday or Friday on a work group basis. Where possible the Employee will be given 30 days' notice of a change in the regular rostered day off however any RDO changes will be made by mutual agreement between Council and employee or group (s) of employees affected.
  - 5.6.4.1 When requested by Council to overcome a specific or exceptional circumstance, Employees can be required to work on an RDO and such time worked will be accumulated up to a maximum of five (5) days ("Banked RDO's"). In this circumstance if the employee works the RDO they shall be paid at overtime rates and an additional day will be banked.
  - 5.6.4.2 Banked RDO's are to be taken by the Employee either in single days or any number of days, up to the maximum accrued, at a mutually agreed time between Council and the Employee.
  - 5.6.4.3 Any RDO's worked by an Employee, in excess of 5 accrued RDO's, will be paid at the applicable overtime rates, and an additional day will be added to time in lieu bank.

## **5.7 Indoor Employees**

In order to standardise arrangements under this agreement and achieve parity across the relevant classification levels full time Employees will work an average of 38 hours per week.

- 5.7.1 Notwithstanding the provisions below Employees shall work a nine day fortnight based on the 38hr week pursuant to this provision;
- 5.7.2 Daily working hours shall be worked continuously, except for meal breaks, between the hours of 6.00am and 6.00pm;
- 5.7.3 The ordinary hours of work shall be worked Monday to Friday inclusive;
- 5.7.4 The ordinary hours of work shall not exceed 10 hours per day;
- 5.7.5 As a general practice, standard start and finish times will be 8.00am to 5.00pm with an unpaid meal break and two 10 minute paid rest pauses. Such start and finish times may be altered and staggered for employees or groups of employees by mutual agreement; and
- 5.7.6 38 hours per week can be worked over a 19 day month by mutual agreement provided the work area can facilitate it.

### **5.7.7 Recreation Leave**

It is noted that existing flexible work arrangements will continue.

For the purpose of this clause "Recreation Leave" shall include 'Annual Leave" plus the time worked up under the provisions of this clause (formally known as Rostered Days Off or RDO"s).

- 5.7.7.1 The employees shall have the option of banking additional hours in excess of 38 up to 26 days per annum provided such time is taken off as part of the employees recreation leave.
- 5.7.7.2 Employees can have a total of up to 46 days recreation leave (inclusive of 20 annual leave days) per annum, with an appropriate adjustment being made to the hours of duty. The work times are subject to mutual agreement between the Employee and his / her relevant Manager. The employee is required to develop a recreation accrual and leave plan for the ensuing 12 month period with their Manager. Whilst both parties can seek to amend the plan for circumstances which arise during the year the plan shall be followed as much as practicable.
- 5.7.7.3 Employees may elect to take a minimum lunch break of 30 minutes up to a maximum lunch break of 1 hour.
- 5.7.7.4 Council encourages all Employees to take their full compliment of Recreation Leave. If the Employee accumulates more than 2 years worth of Recreation Leave Council requires the Employee to submit a plan to take all leave in excess of this 2 year accumulation within a reasonable time frame.
- 5.7.7.5 On the termination of the employment of any Employee, such Employee will be paid for any untaken Recreation Leave standing to the Employee's current credit (which will exclude any period of such Recreation Leave already taken and paid for).

## Examples of Recreation Leave Accrual

Employee A wishes to just have the 20 days recreation leave. They must work 38Hrs \* 52 weeks = 1976 hrs over the 260 day working year. This represents a 7.6 hour day.

Employee B wishes to have 37 days recreation leave. They must work 38Hrs \* 52 weeks = 1976 hrs over the 243 day working year. This equates to 8.13 Hrs a day.

Employee C wishes to have 46 days recreation leave. They must work 38Hrs \* 52 weeks = 1976 hrs over the 234 day working year. This equates to 8.44 Hrs a day.

## 6 PART 6 – Training and Related Matters

### 6.1 Commitment to Training and Professional Development

The issue of ongoing training and professional development requires a major commitment by Council. Council shall develop a plan to build the capability of Council's workforce so that all work can be performed by the Council in the future in line with 1.10 Council acknowledges the value of training and career development of its Employees and is committed to developing a mutually agreed training plan for Employees. An established training plan will be a commitment between Council and the Employee. This plan will be coordinated by the People Services group in consultation with the Employee and their relevant Supervisor as part of the bi-annual performance review process. A plan may include:-

- Job Specific Professional Development

Example – Administration Officer may wish to study a Certificate III in Business whilst not essential to have to perform duties, the certificate aligns to the position.

Professional Career Development

Professional career development not connected to an Employee's current position is considered to be non-mandatory or essential, however, Council acknowledges the value of career development of its Employees. Professional career development requests will be in accordance with the relevant standard.

- Non-mandatory training

Example - Writing skills training for a Personal Assistant who assists their Manager in the preparation of documents.

- Operational training

Example - crane truck operation, heavy vehicle/machinery operation training, first aid training, purchasing.

- Corporate training

Example - Policy training

- Career Succession Plan

May include higher duties/secondment placements.

Heavy vehicle / machinery operation training where succession planning has identified the need for Employees to be upskilled.

All the above will be approved and administered in accordance with Council's Learning and Development Policy and Corporate Standard.

- 6.1.1 Council and the Employee will commit to the completion of an annual training plan. Where the training has not been able to be completed as per the agreed timeframes, a review will be undertaken between the Employee and their relevant Supervisor in accordance with Council's Training and Development Corporate Standard.
- 6.1.2 Additional professional career development training, leading to career path opportunities may be mutually agreed between the Employee and the Group Manager.
- 6.1.3 Training Plans are not to be used as a substitute for the disciplinary process.

## **6.2 Training**

During the first 12 months of this Agreement, Council will establish a mutually agreed training plan for all Employees within Council. Each Employee's training plan will be designed based on Council's commitment to training and upskilling for all Employees. The training and development will align with the Employees goals and career path for future advancement within Gladstone Regional Council's structure. The training will be relevant and will also improve the operational efficiency and flexibility of Council which may result in Employees receiving greater remuneration by moving through the classification structure.

Upon the establishment of an agreed training plan, management will have an obligation to commence actioning the training plan within six months. A timeline from training under the plan to be completed shall be mutually agreed upon when the plan is established and may only change by mutual agreement.

## **6.3 Maintaining Skills**

Council will ensure that all Employees receive appropriate training to maintain their skills and competencies. Council will not attempt to deskill any Employee and will facilitate access at Council's expenses to all necessary training in work time to enable Employees to maintain their skills and competencies.

## **6.4 Reimbursement for Cost of licences / Tickets**

Licences, Tickets, Professional Registration and relevant training required by Council will be obtained and maintained at no cost to the Employee.

If Council requires an Employee to obtain any additional and/or specific licences/ /competencies and/or certificates due to an operational change, for example, change in size/type of fleet/plant resulting in the requirement of an Employee to obtain a higher-class licence/additional plant competency etc. the cost of training and the licence/competency will be at no cost to the Employee. Council will pay for licence updates, for example, (LR to MR) with these costs representing the test fees.

For clarification, this clause does not cover the renewal of the 'C' class driver's licence or any licence that is included in the cost of a 'C' class licence renewal.

Council will not pay for the renewal of the 'C' class licence other than where Council has required the Employee to obtain a 'C' class licence

## **6.5 Travel Time for Training and Conferences**

Where an Employee's attendance at a conference, seminar or training course is mandatory and approved, Council agrees to pay the travel time at ordinary time. If the attendance is non compulsory this travel time will be negotiated by mutual agreement between the Employee and his / her Supervisor.

## **7 PART 7 – Leave of Absence**

### **7.1 Personal/Carer's Leave**

7.1.1 All Employees will accrue 15 days personal/carers' leave per annum. In addition, Council will pay on termination an amount equivalent to 16% of Personal/Carer's leave which has been accrued and not taken after 18 November 2008. Current leave balances remain for the purposes of taking sick leave. However, this payout provision shall not apply if an Employee's services are terminated under Clause 3.6 headed "Termination of Employment" but will apply to an Employee who voluntarily terminates their services with Council or in the case of redundancies.

7.1.1.1 Employees of the former Calliope Shire Council who were subject to a payout provision of 25% based on accruing 10 days per annum shall remain entitled to payment based on a pro-rata basis for the period this provision applied to them. This calculation shall precede the calculation for the payout under this agreement.

#### **7.1.1.2 Additional Unpaid Carer's Leave**

(i) An additional two (2) days of unpaid Carer's Leave will be available for emergencies if an Employee has used up all their personal leave entitlements. Unpaid Carer's Leave can be taken in a single unbroken period of two (2) days or, if the Parties agree, in separate periods, for example four half days. Employees are only entitled to unpaid Carer's Leave in the event that an Employee has no accumulated paid Carer's Leave or other authorised leave available for caring purposes.

(ii) The entitlement to use personal leave for the purposes of Carer's Leave is subject to the person being a member of the person's immediate family.

7.1.2 When taking Personal/Carer's Leave, the Employee must advise their Supervisor prior to or as close to commencement time as possible.

7.1.3 In the event that an Employee is required to take a period of more than two consecutive days Personal Leave (Sick Leave) or Carer's Leave, the Council will require, and the Employee will provide, documentary evidence supporting the Employee's need for personal leave or carer's leave. The Employee will supply a medical certificate from a registered health practitioner, or in the event that it is not reasonably practicable for the Employee to obtain such a medical certificate, a statutory declaration supporting the Employee's need for Personal or Carer's Leave.

7.1.4 The requirement in clause 7.1.2 and 7.1.3 does not apply if an Employee can not comply with the requirement to notify Council of sick leave because of circumstances beyond the Employee's control.

- 7.1.5 In circumstances where it is established, following consultation that an Employee has a high frequency or pattern of repeatedly taking Personal/Carer's Leave of two days or less, uncertified, the Council may request that the Employee provide documentary evidence supporting the Employee's need for Personal/Carer's Leave.
- 7.1.6 Nothing provided for within the above clauses shall prevent an employee from reaching mutual agreement with Council as to taking sick leave by the hour.

## **7.2 Paid Bereavement Leave**

This clause does not apply to casual Employees.

- 7.2.1 In addition to Personal/Carer's Leave, permanent Employees will be entitled to take five (5) days' paid Bereavement Leave to visit a seriously ill or dying relative, or to attend a funeral. Provided the parties reach agreement, and such agreement is recorded in writing, this Bereavement Leave can be taken in five (5) single days or in distinctly separate periods.
- 7.2.2 In addition to the entitlement set out in sub-clause 7.2.1 of this clause, Employees will be entitled to use any current sick leave entitlements as Bereavement Leave.
- 7.2.3 For the purposes of taking Carer's or Bereavement Leave, the following are considered to be members of the Employee's immediate family:-
  - 7.2.3.1 The Employee's spouse, child, parent, grandparent, grandchild or sibling;
  - 7.2.3.2 A child, parent, grandparent, grandchild or sibling of the Employee's spouse, ("spouse" includes a former spouse, a de facto spouse or a former de facto spouse)
- 7.2.4 Other circumstances other than immediate family by mutual agreement between the Employee and the Council.

## **7.3 Long Service Leave**

It is agreed that Employees will be entitled to Long Service Leave on full pay as follows:

- 7.3.1 In the case of an Employee who has completed an initial period of five (5) years' continuous service, 6.5 weeks;
- 7.3.2 Employees who have completed five (5) years will continue to accumulate at the rate of 1.3 weeks for each completed year of service thereafter;
- 7.3.3 Long service leave will be approved by the relevant Employee's supervisor and taken at a mutually agreeable time between the Employee and the Council;
- 7.3.4 Long service leave accumulation may be transferred from another local government authority and may be approved on an individual basis between the Employee, the Council and the local government authority which previously employed the Employee;
- 7.3.5 Any debits of long service leave taken will be calculated by reference to the number of paid hours in an Employee's usual Rostered Day;
- 7.3.6 In addition to 7.3.1 to 7.3.5 above Council shall apply the Service Increment Payment (SIP) arrangement as it currently exists and applies to the former Gladstone City Council employees; and

- 7.3.7 If an employee whilst absent from duty on long service leave is overtaken by illness the employee may, subject to the provision contained in this sub-clause, be entitled on application to have such period of illness which occurs during the employee's long service leave debited to the employee's sick leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that the application for adjustment is approved by Council.

#### **7.4 Parental leave**

Employees will be entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child in accordance with the terms set out in the Act. In addition to these terms Employees will be able to access Carer's Leave during this period and any entitlements payable under the Federal Government Paid Maternity Leave Scheme based on their eligibility. A full copy of these provisions will be provided to an Employee upon request.

#### **7.5 Local Government Workcare (LGW) top up**

- 7.5.1 It is agreed that if an Employee receives Local Government Workcare for an injury the Employee will continue to accrue and be paid the following entitlements for the entire period they are absent on workers compensation:-
- 7.5.1.1 Long Service Leave;
  - 7.5.1.2 Annual Leave; and
  - 7.5.1.3 Personal/Carers Leave
  - 7.5.1.4 Superannuation.
- 7.5.2 Employees in receipt of Workers Compensation may opt to use personal/carers leave accruals to make up the difference between payments received from Local Government Workcare and the Employee's Annualised Wage, at the time of the injury.
- 7.5.3 The hours debited against the Employee's personal/carers leave accrual will be on the basis of additional payment divided by the Employee's Annualised Wage hourly rate.

#### **7.6 Jury Duty/Witness Leave Payment**

If an Employee is required to carry out jury service or receive a subpoena by a court as a witness the Employee will be entitled to claim their normal wage provided that any payment received for such service is surrendered to Council.

#### **7.7 Leave Without Pay**

Recreation leave or annual leave as prescribed in this Agreement is not to accrue during periods of leave without pay authorised by the Council or otherwise and which exceed three months in any one year of service.

#### **7.8 Domestic and Family Violence Leave**

##### **7.8.1 Background**

Council considers that all forms of violence are a violation of fundamental human rights. Violence threatens the victim's physical health, housing security and mental wellbeing. People exposed to violence are at greater risk of developing a range of health problems and are more likely to report poorer physical health overall and engage in practices that are harmful to their

health. And while family and domestic violence cuts across socio-economic groups, it is reported at higher rates among disadvantaged Queenslanders.

Council recognises that employees may face domestic and family violence that affects their attendance or performance at work. Council is committed to providing leave and other support to Employees that experience domestic and family violence.

Domestic and Family violence for the purpose of this clause includes physical, sexual, financial, verbal, psychological, spiritual, or emotional abuse of a person by an immediate family member, or who has been or is in a continuing social relationship of a romantic or intimate nature with the victim, or who is or has continually or at regular intervals lived in the same household as the victim.

### **7.8.2 Special Leave For Employees Experiencing Domestic And Family Violence**

Full time, part time or fixed term Employees personally experiencing domestic and family violence may access up to 20 days per year of paid Special Leave for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. This may be taken in units of one hour.

It will not be required that this Special Leave is recorded on pay slips out of respect for an employee's confidentiality and to protect their privacy.

Employees may also access any or all of their accrued Personal Leave, Family and Community Leave, TOIL, Flex, or Recreation Leave for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.

### **7.8.3 Leave For Employees Supporting A Person Experiencing Domestic And Family Violence**

Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare, accommodation or other matters.

An employee including a casual Employee who provides support to a person experiencing family and domestic violence is entitled to access Family and Domestic Violence Leave for the purpose of:

- 7.8.3.1 accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
- 7.8.3.2 assisting with relocations or other safety arrangements; or
- 7.8.3.3 other activities associated with the family and domestic violence including caring for children.

This leave may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

### **7.8.4 Notice and Notification**

While notice is not strictly required prior to taking the leave, an employee should notify their manager as soon as reasonably practicable of their intention to take or remain on Special or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer, or a Statutory Declaration.

### **7.8.5 Individual Support**

In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee for changes to their span of hours or pattern or hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing family friendly or flexible work arrangements. Employees experiencing domestic and family violence may wish to be referred to the Employee Assistance Program (EAP) or other appropriate domestic violence support services. Council EAP includes professionals trained specifically in domestic and family violence.

### **7.8.6 Confidentiality**

An Employee experiencing domestic and family violence may raise the issue with their Supervisor or the relevant Manager responsible for human resource management. The Supervisor may seek advice from the People Services Manager. All personal information concerning domestic and family violence will be kept confidential and only shared with employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission.

Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.

### **7.8.7 Adverse Action**

No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing domestic and family violence provided they make a confidential disclosure of the violence to their supervisor or the People Services Manager. Council may require evidence of domestic and family violence as per Clause 7.8.4.

### **7.8.8 Contact**

Council will nominate a contact person who will be in possession of appropriate resources and referral information and provide support for employees experiencing family and domestic violence. Council will advertise the name of the contact within the workplace and provide the details at induction for new Employees. The nominated contact person must be trained in relation to family and domestic violence, discretion and privacy issues, as well as family violence risk assessment and risk management. The contact person will receive paid time off work to attend such training. The contact person may be a Union Delegate, OHS Representative or HR Representative.

An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate Supervisor, or their Union Delegate.

Where requested by an Employee, the contact person will liaise with the Employee's Supervisor on the Employee's behalf and will make a recommendation on the most appropriate form of support.

Council will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an Employee reports family and domestic violence.

### **7.8.9 Workplace Safety Planning Strategies**

Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees. Council will ensure all Employees are aware of and understand the safety planning strategies.

Safety planning can include:

- Accompanying Employees to the car park or transport when leaving work.
- Notifying relevant Employees not to disclose private information about Employees' locations or movements.
- Ensuring Employees do not work alone at locations with public access.
- Providing a photo of the abusive person to front desk Employees, so that they can identify them and call the police if necessary.
- Developing a policy on workplace violence.
- Strategies to protect Employees from abusive phone calls and email

## **8 PART 8 - Occupational Health & Safety Matters & Amenities**

### **8.1 Safety at Work**

A central focus of this Agreement is to promote and actively support the value of safety in the workplace. The parties acknowledge that to achieve a risk free workplace is a long journey that requires faith, trust and genuine commitment. Everyone has an important role in the journey. Employees, at all levels, who engage in activities that do not support a safe workplace or blatantly ignore safety policies and procedures will be subject to the counseling and disciplinary procedure set out in this Agreement.

### **8.2 Amenities**

- 8.2.1 Council understands and acknowledges its obligations in regards to the Workplace Health & Safety Act 2011 (QLD) and the Workplace Health and Safety Regulations 2011 (QLD).
- 8.2.2 Council agrees that suitable facilities and amenities will be provided for any work area or site where Council Employees are required to work.
- 8.2.3 Suitable facilities and amenities shall include but not be limited to suitable toilets, rooms or sheltered areas to eat meals and potable water for washing hands and drinking.
- 8.2.4 Council agrees to provide every Employee that may be required to work in a remote or isolated area with an esky and water bottle.
- 8.2.5 Should Council fail to provide suitable facilities and amenities, Employees shall be entitled to access the nearest suitable facilities to their work location. All travel to and from meal breaks shall be in paid work time.

### **8.3 Rehabilitation/Return to Work Scheme for Non-Work-Related Injury**

At its sole discretion Council may agree to participate in a scheme on a case by case basis which gives employees injured outside of work but capable of undertaking meaningful duties the option to return on a suitable duties plan, established by them, Council and the employee's doctor.

## **9 PART 9 - Union Related Matters**

### **9.1 Preamble**

This clause gives effect to the Union Encouragement provisions in the relevant Awards in their entirety. Consistent with Council's position on Union Encouragement, employees are encouraged to join and maintain financial membership of the relevant Union.

### **9.2 Documentation to be provided by Council**

- 9.2.1 Council recognises the right of, and encourages, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual;
- 9.2.2 At the point of engagement, Council shall provide employees with a document outlining Council's position on Union encouragement, a copy of which is to be kept on the premises of Council and is readily available to employees. The document provided by Council shall also identify the existence of a Union encouragement clause in this Agreement, and the contact details of workplace Union Delegates;
- 9.2.3 Council shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

### **9.3 Deduction of Union Fees**

Council shall, on the written request of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

### **9.4 Union Meetings**

The unions will be permitted to hold paid report back meetings with their eligible members on approval by management. Such approval will not be unreasonably withheld by Council.

### **9.5 Trade Union Training Leave**

- 9.5.1 Upon written application by an Employee to Council such application being endorsed by the Union and giving to Council at least one month's notice, such Employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses, committee meetings and seminars relevant to the workplace as conducted or facilitated by the Union.
- 9.5.2 Other courses mutually agreed between the Union and Council, may be included under this clause.
- 9.5.3 For the purposes of this clause "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- 9.5.4 The granting of such leave shall be subject to the following conditions:
  - 9.5.4.1 An Employee must have at least 12 months uninterrupted service with Council prior to such leave being granted.
  - 9.5.4.2 The maximum number of Employees of one and the same Council attending a course or seminar at the same time will be 4 unless otherwise agreed to by the CEO.
- 9.5.5 The granting of such leave shall be subject to convenience of Council so that operations of Council will not be unduly affected.

- 9.5.6 In granting such paid leave, Council is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 9.5.7 Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in roster or 38 hour week working arrangements or with any other concessional leave.
- 9.5.8 Such paid leave will not affect other leave granted to employees under this Award.

## **10 PART 10 - Special Work Arrangements**

There exists a range of 'specific' or 'special' work arrangements that existed with the previous Councils. In acknowledgement of the existences of such arrangements the parties agree to preserve and protect such arrangements within the scope of this agreement. As such the parties agree to identify and amend where appropriate in accordance with the Act or through mutual agreement MOU with the relevant Union/s. The current 'special' work arrangements that have been identified at the time of certification of this agreement are provided for in Schedule 5.

**11 SIGNATORIES TO WORKPLACE AGREEMENT**

Signed for and on behalf of the }.....  
GLADSTONE REGIONAL COUNCIL }  
} L DOWLING  
} Chief Executive Officer

In the presence of .....  
.....  
TENNILLE DYKSTRA

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

}  
}.....  
}  
} S BAKER  
} BRANCH SECRETARY

In the presence of.

.....  
.....  
NETA TUITASI

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

}  
}  
}.....  
}  
} N HENDERSON  
} STATE SECRETARY

In the presence of.

.....  
.....  
MICHELLE ROBERTSON

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

}

}.....

}

} R WEBB

} STATE SECRETARY

In the presence of.

.....

.....

ELIZABETH BARLOW

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

}

}.....

}

} P O N G

} STATE SECRETARY

In the presence of.

.....

.....

Printed Name

Signed for and on behalf of the }  
The Association of Professional Engineers,  
Scientists and Managers, Australia,  
Queensland Branch, Union of Employees }.....  
}  
} A KERSLAKE  
} DIRECTOR of QLD BRANCH

In the presence of. ....  
.....  
RACHEL LIMPUS

Signed for and on behalf of the }  
Plumbers & Gasfitters Employees' }  
Union Queensland, Union of Employees }.....  
}  
} G O'HALLORAN  
} STATE SECRETARY

In the presence of. ....  
.....

MEGAN MCCUE

Signed for and on behalf of the }  
Construction, Forestry, Mining & Energy,  
Industrial Union of Employees, Queensland }.....  
}  
} M RAVBAR  
} STATE SECRETARY

In the presence of. ....  
.....  
BRENDAN MURPHY

**12 SCHEDULE 1 – Gladstone Regional Council - Pay Scales**

Classification	Current Annual Salary	<b>A</b> 2.5% Effective First full pay period after 1 Nov 2018	<b>B</b> 2.5% Effective First full pay period after 1 Nov 2019	<b>C</b> 2.5% Effective First full pay period after 1 Nov 2020
A1 - 38 Hours	\$56,204.28	\$57,609.39	\$59,049.62	\$60,525.86
A2 - 38 Hours	\$57,202.53	\$58,632.59	\$60,098.41	\$61,600.87
A3 - 38 Hours	\$58,673.08	\$60,139.91	\$61,643.40	\$63,184.49
A4 - 38 Hours	\$60,048.21	\$61,549.42	\$63,088.15	\$64,665.35
A5 - 38 Hours	\$61,434.48	\$62,970.34	\$64,544.60	\$66,158.22
A6 - 38 Hours	\$63,689.62	\$65,281.86	\$66,913.91	\$68,586.75
B1 - 38 Hours	\$64,012.65	\$65,612.97	\$67,253.29	\$68,934.62
B2 - 38 Hours	\$65,387.77	\$67,022.46	\$68,698.03	\$70,415.48
B3 - 38 Hours	\$66,769.87	\$68,439.12	\$70,150.09	\$71,903.85
B4 - 38 Hours	\$68,939.70	\$70,663.19	\$72,429.77	\$74,240.52
C1 - 38 hours	\$69,373.82	\$71,108.17	\$72,885.87	\$74,708.02
C2 - 38 Hours	\$70,899.42	\$72,671.91	\$74,488.70	\$76,350.92
C3 - 38 Hours	\$72,278.02	\$74,084.97	\$75,937.09	\$77,835.52
C4 - 38 Hours	\$74,622.54	\$76,488.10	\$78,400.31	\$80,360.31

D1 - 38 hours	\$75,028.27	\$76,903.98	\$78,826.58	\$80,797.24
D2 - 38 Hours	\$76,410.35	\$78,320.61	\$80,278.62	\$82,285.59
D3 - 38 Hours	\$77,785.48	\$79,730.12	\$81,723.37	\$83,766.45
D4 - 38 Hours	\$79,256.02	\$81,237.42	\$83,268.36	\$85,350.06
E1 - 38 hours	\$80,345.54	\$82,354.18	\$84,413.04	\$86,523.36
E2 - 38 hours	\$81,541.63	\$83,580.17	\$85,669.68	\$87,811.42
E3 - 38 hours	\$82,920.23	\$84,993.24	\$87,118.07	\$89,296.02
F1 - 38 hours	\$85,213.51	\$87,343.85	\$89,527.44	\$91,765.63
F2 - 38 hours	\$87,513.73	\$89,701.57	\$91,944.11	\$94,242.72
F3 - 38 hours	\$89,800.02	\$92,045.02	\$94,346.15	\$96,704.80
G1 - 38 hours	\$92,100.26	\$94,402.77	\$96,762.84	\$99,181.91
G2 - 38 hours	\$94,393.53	\$96,753.37	\$99,172.20	\$101,651.51
G3 - 38 hours	\$97,018.22	\$99,443.68	\$101,929.77	\$104,478.01
H1 - 38 hours	\$100,209.73	\$102,714.97	\$105,282.85	\$107,914.92
H2 - 38 hours	\$103,397.17	\$105,982.10	\$108,631.65	\$111,347.44
H3 - 38 hours	\$106,588.67	\$109,253.39	\$111,984.72	\$114,784.34
H4 - 38 hours	\$109,578.42	\$112,317.88	\$115,125.83	\$118,003.97
H5 - 38 hours	\$112,572.23	\$115,386.54	\$118,271.20	\$121,227.98

## **13 SCHEDULE 2 - Allowances Not Included In Annualised Wage**

The following allowances are to apply where applicable but will not form part of the Annualised Wage. All other allowances that form part of the following awards are not included and are deemed to be incorporated into the Annualised Wage.

Awards include:

- (i) Queensland Local Government Industry (Stream A) Award – State 2017
- (ii) Queensland Local Government Industry (Stream B) Award– State 2017
- (iii) Queensland Local Government Industry (Stream C) Award – State 2017
- (iv) Training Wage Award – State 2012

The following allowances shall be payable where applicable and added to the pay derived in the pay scale:-

### **13.1 Tradesman’s Tool Allowance**

Employees who are employed as Form Setters, Plumbers, Drainers, Gas Fitters, Fitters, Mechanics, Carpenters, Electricians (inclusive of Apprentices in each of these fields) and others as deemed necessary by management will be paid a Tradesman’s Tool Allowances of 2.5% of the Annualised Wage and payable fortnightly.

The following allowances shall be payable on an as worked basis:-

### **13.2 Working in the Rain Allowance**

Where the employee is required to perform work in the rain and by doing so gets clothing wet, the employee will be paid double time for all work so performed. Such payment will continue until the employee finishes work or until the clothing dries or is able to be changed whichever is earlier.

### **13.3 Horse and Saddle Allowance**

Employees who are required to provide their own horses, saddles and other associated equipment used to carry out their duties will be paid an allowance of \$17.50 per week. This allowance will not be deemed to include such costs as veterinary services for injury due to accidents incurred during the normal course of duties. Such costs will be mutually agreed upon between The Council and employee.

Increases to Horse and Saddle Allowance will be adjusted annually in accordance with the general wage adjustment in Schedule 1 and rounded to the nearest dollar.

### **13.4 Poison Spray Allowance**

Employees using poison sprays for the control of noxious weeds will be paid an additional amount of \$13.00 per week whilst engaged in such work. For the sake of clarification Glyphosate in isolation is not considered to be a poison spray and does not attract the allowance.

Increases to Poison Spray Allowance will be adjusted annually in accordance with the general wage adjustment in Schedule 1 and rounded to the nearest dollar.

### **13.5 Camp Allowance**

In the event where for the performance of work it is necessary for the employee to live in a camp provided by the Council either because there are no reasonable transport facilities to enable the employee to travel to and from home each day, or because such employees are required to live in such camp by agreement, the employee shall receive a 'camp allowance' of \$62.00 for each day (including Saturday and Sunday) the employees live in camp. The employee will only be required to provide their own linen, towels, personal items and food when living in such a camp. The camp must be compliant with temporary accommodation code MP3.3.

In the instance that Council provides for all meals and motel / hotel style accommodation then employees shall receive \$19.00 per day as a living away from home allowance only.

Increases to Camp Allowance will be adjusted annually in accordance with the general wage adjustment in Schedule 1 and rounded to the nearest dollar.

### **13.6 Meal Allowance During Overtime**

An employee other than an employee living in camp shall be supplied with a reasonable meal at Council's expense or be paid \$12.80 in lieu at all paid breaks prescribed in the relevant Parent Award.

### **13.7 Travel/Motor Vehicle Allowance**

Employees required to use their own vehicles in the course of their employment will be reimbursed the rate prescribed by the relevant Parent Award.

### **13.8 On Call Allowance**

The scope of these provisions apply to those employees who volunteer to participate in an on call roster and to those employees who as part of their terms of employment are required to be on call.

Where Council in emergent circumstances such as natural disasters, requires employees who are not participants on the published roster to be on-call and attend to emergency work these provisions will be extended to those employees.

Gladstone Regional Council operates a centralised after-hours call centre. The call centre will receive and record call-out details and contact the relevant on-call personnel as listed on the rosters for the respective operational centres.

On call rosters will be produced by each department which has determined a need to provide this out of hour's service for emergency work.

The role of the on-call person is to attend remotely or physically on site and repair or make safe the site (or issue). If necessary with the approval of their supervisor the employee can contact other Council employees to assist with repairs.

Depending on the circumstances, if necessary and with the approval of their supervisor, outside contractors may be contacted to assist with repairs

An employee who is rostered on-call will be eligible to have the use of a Council vehicle for the period they are on-call or be paid a travel / motor vehicle allowance. Only the authorised on-call employee will be authorised to use the Council vehicle for limited private use.

The employee who is rostered on-call will be provided with the use of a Council mobile phone for business purposes during that on-call period.

### **13.8.1 On-call and call-out provisions**

13.8.1.1 Employees who are on call will be paid the appropriate allowance provided for in clause 13.8.3 of this schedule, for each day the employee is required to be on-call to attend, remotely or physically on site, to emergency afterhours work.

13.8.1.2 Employees on a call out shall also perform work of a breakdown or emergent nature, which may arise before they have completed the original call-out and return home. If an employee returns home and is called to another call out, this will trigger the minimum payment again. On completion of the call out the employee must ring the call centre to inform when they have arrived home.

13.8.1.3 An employee who is rostered on call must be available for work and:

- be within reasonable travelling distance of the worksite if required to attend the worksite;
- be readily accessible/contactable;
- in a fit state if called upon to perform work.

13.8.1.4 Employees who:

- cannot be reasonably contacted; or
- swaps with another employee without proper authorization and notification;
- refuses to perform the emergency work

Will forfeit any allowances provided for being on-call for that period

13.8.1.5 If an employee is required to leave home to perform emergency work, all work performed on that call out shall be paid at the prescribed overtime rates in Clause 5.1.5 of the Gladstone Regional Council Enterprise Bargaining Agreement 2018. However, the employee will be paid at double time, if a call out continues or occurs after midnight or extends into normal work time, and will continue to apply until the completion of the callout.

13.8.1.6 Employees whose period of on-call duty include or coincide with a public holiday will have 1 day added to their TOIL entitlements for each public holiday that the employee is required to be on call.

13.8.1.7 To limit fatigue and ensure due rest an employee must be off duty for a minimum of 10 continuous hours between termination of the employee's work on one day and the commencement of the employee's work on the next day.

Where overtime is worked as a result of an employee who is on-call being recalled to work in accordance with these on-call provisions then the overtime shall be regarded as the resumption, commencement or continuation of work on one day for the purpose of calculating the minimum 10 continuous hours where the termination of the employees' work on one day will be taken to be when the employee returns to their residence upon the completion of the last call out prior to the employees normal starting time.

There shall be no loss of pay for ordinary working time occurring during the time the employee is off duty for the minimum 10 continuous hours.

In circumstances where the overtime worked, as a result of the employee being on-call, is performed between 2.00am and the normal starting time of that day, the whole ordinary shift will be off with pay.

- 13.8.1.8 If on the instruction of the employee's supervisor the employee commences ordinary work without having the minimum 10 continuous hours off duty (per clause 13.8.2.4) then the employee will be paid double time, until such time as the employee is released from duty and has had the minimum 10 continuous hours off duty.
- 13.8.1.9 Where the employee is able to resolve the issue remotely, through utilising a phone, the employee will be eligible for an additional payment of a minimum one (1) hour at the ordinary time rate for each occurrence. The minimum rest provisions in clause 13.8.2.4 do not apply in these circumstances (between remote call outs).
- 13.8.1.10 The employee who is called out shall notify the emergency call out to the call centre operator if the call out has not been generated by the call centre.
- 13.8.1.11 It is the employees responsibility to accurately recorded the required details on their timesheet for each call out.
- 13.8.1.12 Employees recalled to work who are not paid to be on call will be paid per clause 5.1.5.5 of the Gladstone Regional Council Enterprise Bargaining Agreement 2018.

### **13.8.2 On-call Rosters**

- 13.8.2.1 Council will prepare rosters from time to time specifying employees to be on call for emergency work based on a 1 in 6 week schedule. The maximum period an employee shall be rostered on-call will be one (1) week unless agreed between the employee and Council.
- 13.8.2.2 Where the work method statement determines that two people are required to undertake the task, two people will be required on site prior to commencement of the task. This may be two on call employees or the on call employee and another person who is competent and capable to undertake the work.
- 13.8.2.3 It is acknowledged that good rostering practices should not have rosters where an employee is required to be on call on their RDO. In circumstances where this does occur the employee in addition to the on-call payments within this Agreement will receive an additional days leave added to the employees TOIL entitlement. Unless there is mutual agreement for the employee to bank the RDO that falls within the on-call period.

- 13.8.2.4 Rosters will be prepared in consultation with the employees participating in the roster and mutually agreed. Significant changes, other than swamping on call periods, must only occur post consultation and mutual agreement with the affected employees.
- 13.8.2.5 Employees may with the agreement of their supervisor swap rostered on call periods with other employees. This will generally be the responsibility of the employee to make these suitable arrangements with other employees.
- 13.8.2.6 If an employee is unfit to be on-call other on-call employees' not on roster shall as a last resort, if requested by their supervisor, replace the unfit employees' for the on-call period they are unfit for.
- 13.8.2.7 When the employee has approved annual leave but is rostered on call. The supervisor will appoint another employee by agreement to cover the on-call period that the employee is on leave for.
- 13.8.2.8 Where an employee no longer wishes to participate in the on-call roster this will be managed on a case by case basis. Where a dispute arises the Grievance and Disputes clause of this Agreement will be utilised.

### **13.8.3 On Call Payment**

- 13.8.3.1 An employee not covered by the coverage roster will be paid on-call allowances as follows:
- (i) an employee required to work Monday - Thursday will be paid at a rate of \$35.89 per day. Friday to Sunday (inclusive), Public Holidays and scheduled RDOs (clause 5.4.3.1 will not apply) will be paid at \$81.56 per day.
  - (ii) additional annual leave accrual will be pro-rata of 0.625 hours per day an employee is rostered on-call, (refer Appendix A – on-call leave accrual formula).
  - (iii) any day that an employee is on call outside their standard on-call roster shall be compensated for at a rate of 0.625 hours per day appurtenant annual leave.
  - (iv) indexed by the wage increase as per Schedule 1, columns C&D of the Gladstone Regional Council Enterprise Bargaining Agreement 2018.
- 13.8.3.2 An employee covered by the coverage roster will be paid on-call allowances as follows:
- (i) all normal rostered work days an employee is required to work they will be paid a rate of \$35.89 per day. all non-rostered days including all public holidays an employee is required to work will be paid at \$81.56 per day.
  - (ii) additional annual leave accrual will be pro-rata at 0.625 hours per day an employee is rostered on-call, based on a one in six week on-call roster.
  - (iii) any day that an employee is on call outside their standard on-call roster shall be compensated for at a rate of 0.625 hours per day appurtenant annual leave.
  - (iv) indexed by the wage increase as per Schedule 1, columns C&D of the Gladstone Regional Council Enterprise Bargaining Agreement 2018.

### **13.9 Live Sewer Work Allowance/CCTV Allowance**

Employees engaged on live sewer work or cleaning septic tanks will, during ordinary hours, be paid at the rate of time and a half for all time so engaged.

During overtime or on weekends or public holidays employees will be paid one-half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for all time engaged on live sewer work.

The term "live sewer work" will mean work carried out in situations where there is direct contact with raw sewerage. The term will also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.

Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto will be paid not less than 4 hours at the appropriate rates.

Employees employed to perform CCTV Van Operations will be paid a fixed allowance of \$152 per week in lieu of live sewer claims.

Increases to Live Sewer Work Allowance and CCTV Allowance will be adjusted annually in accordance with the general wage adjustment as per Schedule 1 and rounded to the nearest dollar.

This allowance will not apply to employees engaged at sewerage treatment plants.

### **13.10 Toilet Cleaning Allowance**

Employees required to clean toilets, other than merely by hosing them shall be paid an allowance at the rate of \$5.00 per day.

### **13.11 Rubbish and Sanitary Operations (Litter Allowance)**

13.11.1 Drivers of vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.71 per hour whilst directly engaged on refuse collection work.

13.11.2 Drivers of sanitary vehicles and their assistants shall be paid an additional amount of \$2.1445 per hour whilst directly engaged on such work.

13.11.2.1 Where an employee is primarily engaged in refuse or sanitary collection, the allowances prescribed by 13.11.1 and 13.11.2 above shall be treated as part of the ordinary weekly wage.

### **13.12 Leading Hand Allowance**

13.12.1 Where required, employees may be appointed to perform leading hand roles and will be appointed the required classification as outlined in the Multi Skilled Classification Structure.

13.12.2 Where the employee is already appointed to the required classification, the employee will receive a leading hand allowance of 5% of their ordinary hourly rate as an all-purpose leading hand allowance.

### **13.13 Asbestos and silica allowance**

- 13.13.1 An employee required to use materials containing asbestos and silica or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid an additional \$0.84 per hour for the actual time so engaged.
- 13.13.2 An employee engaged in asbestos eradication shall be paid an additional \$2.31 per hour worked in lieu of all special rates, except those for hot work, cold work, swing scaffold and second-hand timber.
- 13.13.3 The following provisions apply to employees engaged in the process of asbestos eradication:
- 13.13.3.1 All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as amended from time to time, for the safe demolition/removal of asbestos based materials.
  - 13.13.3.2 Without limiting the effect of the above provision, any person who carries out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.
  - 13.13.3.3 Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification for Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

### **13.14 First Aid Allowance**

Where Council appoints a full time Employee who holds an appropriate first-aid certificate as an Advanced First-Aid Attendant, the Employee shall be paid an additional sixteen dollars and forty cents (\$16.40) per week.

### **13.15 Removing of Dead Animals**

- 13.15.1 An employee engaged in removing dead horses and/or cattle shall be paid an additional two dollars and five cents (\$2.05) per day whilst so engaged.
- 13.15.2 An employee removing dead animals other than described in clause 13.15.1 shall be paid an additional sixty-one cents (\$0.61) per day whilst so engaged. This payment shall not apply to any employee removing dead vermin arising in the course of their ordinary employment.

### On Call Leave Accrual Formula

A = 38 hrs (maximum on-call leave accrual per year)

B = 365 (days / year)

C = 6 (one week in six weeks on call)

D = B/C

= 60.833 days / year (days on call based on 1 week in 6 weeks on call)

E = A/60.833

= 0.625 hrs/day (Daily accrual up to a maximum of 38 hours / year)

## **14 SCHEDULE 3 Redundancy Provisions**

### **14.1 Employment Security - Redeployment, Placement Program and Redundancy**

Council is committed to maintaining a permanent workforce. As such, there shall be no forced termination of an Employee as a result of redundancy during the life of this Agreement.

Redundancy occurs where Council has made a decision that it no longer requires the job the Employee has been doing and does not require the job to be done by anyone and that decision could lead to the termination of employment of the Employee.

Redeployment and Placement will be conducted in accordance with clause 3.5 Work Location of this Agreement.

### **14.2 Voluntary Redundancy**

Subject to consultation, Council reserves the right at its discretion to offer voluntary redundancy at any time to any Employee or group of Employees, subject to such offer being made without pressure to the Employees and for acceptance solely at the discretion of the Employee/s.

Following a full and genuine process of consultation as set out in this agreement in clause 2.5 and where it has been identified that redundancies are unavoidable, Council shall undertake the following process:

- 14.2.1 Council shall identify how many positions have been made redundant as well as the impacted employees and offer a four-week period of support and counselling. This will include a vocational assessment to determine the Employee's potential for placement and the identification of redeployment opportunities.
- 14.2.2 Council shall commence a process calling for volunteers from the group of affected Employees who wish to express an interest for a voluntary redundancy. As part of this process Council shall confirm in writing the date that any voluntary redundancy will take effect. Employees shall have seven (7) days to notify Council in writing if they wish to express an interest for a voluntary redundancy.
- 14.2.3 Council shall provide Employees who express an interest with a redundancy payment summary outlining their redundancy to be paid, should they choose to accept a voluntary redundancy. This redundancy payment summary shall be provided by Payroll Services within five (5) business days.
- 14.2.4 Employees shall have a further seven (7) days once they have received their redundancy payment summary to consider. Employee/s then confirm their acceptance or rejection of a voluntary redundancy. Council must ensure they receive a response from every Employee who expressed an interest before making a final decision at this step.
- 14.2.5 Any Employee that accepts a voluntary redundancy shall be entitled to full redundancy entitlements as outlined in part 5 of this Schedule.
- 14.2.6 Where an Employee has accepted a voluntary redundancy; the Employee/s shall have the right to elect to finish their employment with Council at any time before the date that the voluntary redundancy is scheduled to take effect by giving Council one week's notice. Any Employee that chooses to finish early shall be paid their Redundancy entitlements in full.

### 14.3 Job Swap

If suitable placement is not immediately identified, Council may open Expressions of Interest for job swap across all Employees with similar skills or qualifications within Council.

14.3.1 Where an Employee submits an application through the Expression of Interest process in this step a voluntary redundancy will be offered by Council once it has been assessed that the Employee in the redundant position has the necessary skills and qualifications to be redeployed, with reasonable re-training if required, into the role to be vacated by the Employee who has submitted the Expression of Interest application.

14.3.2 Decisions on acceptance of any Expression of Interest submissions will have regard to Council's operational requirements to maintain an appropriate mix of skills and competencies.

### 14.4 Redeployment and Training of Employees

Where there is remaining, displaced Employees following the voluntary redundancy process, Council shall explore options for redeployment and retraining.

**'Reasonable Redeployment'** is defined as an alternate established vacant position in the organisational structure at the Employee's level and within the Employees occupational stream and skill set for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable time frame.

14.4.1 Employees may be offered reasonable redeployment at level to a position anywhere within Council, with preference given to placement within the Employees' occupational stream and skill set.

14.4.2 Employees will not be disadvantaged because they don't hold all the essential skills for the position that they have been redeployed into. Council will work with the Employee and provide all necessary training to meet the skill requirements of the position to enable the Employee to perform the position efficiently and effectively.

14.4.3 The position's Supervisor will conduct a review with the Employee three (3) months after they have commenced in the redeployed position to provide the Employee with feedback about their performance and for the Employee and Supervisor to identify any remaining gaps in skills for which training will be provided to the Employee to ensure redeployment is successful.

14.4.4 Employees accepting a redeployment to an alternate position at level, will have six (6) months within which to confirm acceptance of the position, or elect to accept voluntary redundancy at any time during the 6-month period by giving Council one week's-notice. If Council has failed to provide the Employee with all of the relevant training in the redeployed position, this period will be extended to 12 months.

14.4.5 Where suitable retraining or redeployment at level is not a viable option, then the Employee may be offered a lower paid position which they are capable of fulfilling.

14.4.6 Where an Employee is redeployed to a lower paid position, the appointment will be made at the highest incremental point within the position's classification level (if applicable), with the salary at the previous rate prior to redeployment maintained for a period of six (6) months. Any annual and/or long service leave entitlements accrued at the time of redeployment are to be maintained and paid when taken at the applicable pre-deployed rate.

14.4.7 Employees accepting a redeployment to a lower paid position will have six (6) months within which to confirm acceptance of such position, accept voluntary redundancy at any time during the 6-month period by giving Council one weeks-notice, or elect to be referred to the Placement Program.

#### **14.5 Placement Program - Retention of Displaced Employees**

Where Council has exhausted all voluntary redundancy and redeployment options, and there are still Employees who are displaced, the Employees will be referred to the Placement Program as there will be no forced termination of an Employee because of redundancy.

Referral to the Placement Program means that participation in the program and retraining by displaced Employees is mandatory.

14.5.1 Where an Employee is referred to the Placement Program, Council's People Services Manager will ensure the following steps will occur within two weeks:

- 14.5.1.1 Identification of role types and areas of Council where relevant positions are, or will be performed, including any reasonable adjustment considerations.
- 14.5.1.2 Identification of competencies and performance standards to be acquired to support placement.
- 14.5.1.3 Development of a training and development plan to achieve the required competencies.
- 14.5.1.4 Employees may be placed in suitable positions anywhere within the organisation, across all business groups. Placement must occur in consultation with the Employee to determine the suitability of the position, however Employees cannot refuse a suitable placement. If there is an issue with what is deemed 'suitable', the issue shall be dealt with in accordance with Part Two - Dispute Resolution Procedure as set out in this Agreement.
- 14.5.1.5 If a permanent or temporary placement is not available, the Employee in the Placement Program must attend work at their usual place of work and undertake duties as directed within their level of skill until a placement is sourced. An Employee's pre-placement remuneration will be maintained during this time.
- 14.5.1.6 A General Manager may temporarily appoint an Employee if it is their view that the Employee will be able to attain the identified competencies and will meet the performance standards of the position with appropriate training and support, for a trial period of up to six (6) months, the Employee is appointed on a temporary trial basis.
- 14.5.1.7 Where an Employee is placed on a temporary trial basis, there should be genuine potential for the Employee to be permanently placed in the position. The Employee may elect to accept voluntary redundancy at any time during the 6-month period by giving Council one week's-notice.
- 14.5.1.8 Employees placed on a temporary trial basis, will be given the opportunity to consider and discuss suitability into vacant positions prior to advertising vacant positions.
- 14.5.1.9 If the Employee gains the competencies and performance standards after the trial period, the Employee is permanently appointed to the position permanently and the Employee is removed from the Placement Program and redundancy options are withdrawn.

- 14.5.1.10 Where the Manager determines the Employee will not gain the identified competencies and performance standards of the position, the Manager will hold a discussion with the Employee and the Employee returns to the Placement Program and the position may be advertised.

#### **14.6 Refusal to Participate in Redeployment, Placement Program and Refusal of Alternate Suitable Position**

- 14.6.1 Employees cannot refuse an offer of reasonable redeployment to a position within their occupational stream at level for which they can fulfil or for which they would be capable of fulfilling with appropriate training in a reasonable agreed time frame.
- 14.6.2 Employees cannot refuse referral to the Placement Program for which they will receive opportunity for retaining and placement into an established vacant position either on a temporary or permanent basis.
- 14.6.3 The Employee may claim that the position offered was not a reasonable redeployment or placement and such disputes shall be dealt with in accordance with Part Two - Dispute Resolution Procedure as set out in this Agreement.
- 14.6.4 Where an Employee refuses a reasonable redeployed position or placement that is deemed to be suitable, after the dispute resolution process has been exhausted, they will be provided a Voluntary Redundancy in accordance with Clause 8 of this Schedule.

#### **14.7 Applying for Vacant Positions**

Nothing in this schedule prevents a displaced Employee for independently applying for vacant positions as they are advertised.

#### **14.8 Employment Opportunities**

Council will Endeavor to assist displaced Employees retain employment within Local Government wherever possible. If requested by the impacted employee, Council may contact other Local Governments to enquire if they would consider allowing GRC displaced Employees to apply for suitable (internal only) vacant positions. The employee may identify preferred regions they may consider for alternative employment opportunities.

Where an employee is successful in gaining placement with another Council through this process the employee will receive the Early Separation Incentive Payment of 12 weeks' pay only.

#### **14.9 No placement within six months**

14.9.1 If an employee is not placed within six months and the employee has previously been offered a Level 1 Voluntary Redundancy Package, they will be offered a Level 2 Voluntary Redundancy Package.

14.9.2 If the redundancy offer is not accepted, then the employee may be placed in any role, subject to the existing provisions for income maintenance.

14.9.3 At any time on the placement program an employee may request a Voluntary Redundancy however an offer of redundancy is at the sole discretion of Council.

#### **14.10 Redundancy package**

**Level 1 Package** will be equivalent to three weeks' pay per year of service (and a proportionate amount for an incomplete year of service) with Council up to a maximum payment of fifty-two (52) weeks, plus a minimum Early Separation Incentive Payment of 12 weeks' pay. Minimum payment of four (4) weeks will apply.

**Level 2 Package** will be equivalent to two weeks' pay per year of service (and a proportionate amount for an incomplete year of service) with Council, capped at 52 weeks, with no incentive payment.

#### **14.11 Employees Exempted**

Schedule 3 does not apply to employees as defined below;

- 14.11.1 An employee is terminated as an outcome of serious misconduct that justifies dismissal without notice;
- 14.11.2 Where an Employee is terminated during the probationary period;
- 14.11.3 Where an apprentice and trainee employment contract ends;
- 14.11.4 Where an Employee is engaged for a specific period of time or for a specified task or tasks, at the end of the defined period or task;
- 14.11.5 Casual employees.

15 SCHEDULE 4 – Example Coverage Roster (Roster 13)

Roster 13																															
January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Roster	O	X	X	O	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X
February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
Day	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F		
Roster	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X		
March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
Roster	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X
April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	
Roster	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	
May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Day	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Roster	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	X	O	O	X
June	1	2	3	4	5	6	7	8	9	0	1	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	
Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M		
Roster	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O		
July	1	2	3	4	5	6	7	8	9	0	1	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
Roster	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	
August	1	2	3	4	5	6	7	8	9	0	1	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3
Day	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Roster	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	
September	1	2	3	4	5	6	7	8	9	0	1	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	
Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T		
Roster	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X		
October	1	2	3	4	5	6	7	8	9	0	1	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3
Day	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	
Roster	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	
November	1	2	3	4	5	6	7	8	9	0	1	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	

Day	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Roster	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	
December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
Roster	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O

	G1	G2
Full weekends off	26	26
Part weekends off	0	0
Full weekends on	26	26
	52	52

## **16 SCHEDULE 5 – Special Work Arrangements**

### **16.1 ART GALLERY & MUSEUM EMPLOYEES**

The following conditions only apply to employees who are employed at the Gladstone Art Gallery and Museum. Except where inconsistent with the provisions of these clauses all other conditions shall be in accordance with the relevant clauses of the Agreement.

#### **16.1.1 BASIS OF EMPLOYMENT**

Ordinary Hours of Duty for any employee working at the Gladstone Art Gallery & Museum shall when requested by Council work on any five (5) days out of six (6) days per week, Monday to Saturday (both days inclusive).

All ordinary time worked under this clause between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half for the first three (3) hours and double time for the remainder.

Council may stagger the hours of work of all employees working under this sub-part so that some employees commence work on or after 8.00am and others conclude work at the end of the day on or before 8.00pm.

All ordinary time worked outside of the span of hours prescribed in the Hours of Duty clause of this agreement shall be paid for at one and a half times the employee's ordinary time rate.

All hours of work must be recorded on the Employee's timesheet and must be signed by the Manager Arts and Heritage or representative on a regular basis. If the Employee is not able to leave the premises for their designated lunch break as a direction from Council the Employee will receive this time as a paid meal break.

Employees will work a 19-day month. All reasonable efforts will be made by all parties to ensure that the Employee takes their rostered day off once a month however when requested by Council to overcome a specific or exceptional circumstance, the Employees can be required to work on an RDO and such time worked will be accumulated up to a maximum of five (5) days ("Banked RDO's"). Banked RDO's are to be taken by the Employee either in single days or any number of days, up to the maximum accrued, at a mutually agreed time between Council and the Employee. Notwithstanding this the Council may at its sole discretion pay the Employee for working an RDO at the prescribed overtime rate specified in the clause headed "Overtime".

Those Employees who participate in the Saturday roster system above will be given an additional three (3) days paid leave to their leave entitlements and to be taken at a mutually agreed time between Council and the Employee.

#### **16.1.2 WORK SCHEDULE**

The work schedule will be as directed from time to time by Council.

Council will make every effort to roster all Employees in a manner that is fair and equitable and which takes into account the Employee's preferences. For example, if the Employee has family and/or study commitments, Council will attempt to accommodate the Employee. However, rosters must be arranged so that the business can operate effectively. This means that Council may not always be able to accommodate the Employee's preferences.

#### **16.1.3 ADDITIONAL HOURS**

No Additional Hours can be worked unless they have been pre-approved by the Manager Arts & Heritage. If the Employee works Additional Hours, these will be accrued as TOIL unless at the

discretion of the Manager Arts & Heritage where the additional hours may be paid at overtime rates.

TOIL will be taken at the rate of one (1) hour for every Additional Hour worked. Every reasonable effort will be made by both Council and the Employee to have the accrued TOIL taken within a three month period from the date of accrual. Where the taking of TOIL within this three month period is not possible, and at the complete discretion of the Manager Arts & Heritage, accrued TOIL hours may be paid to the Employee as an accrued entitlement. Upon termination of the Employee's employment, any accrued TOIL Hours will be paid to the Employee as an accrued entitlement.

#### **16.1.4 PUBLIC HOLIDAYS**

The Employee acknowledges that Council operates its business on Public Holidays and accordingly the Employee may be requested to work on a Public Holiday.

In the event Council makes a reasonable request that the Employee works on a Public Holiday, the Employee will agree to do so unless the Employee can demonstrate that the Employee has reasonable grounds to refuse to do so.

The Parties agree that any work performed by the Employee on a Public Holiday will be paid at the appropriate overtime rates outlined in the Overtime Clause of this Agreement.

#### **16.1.5 REVIEW PROVISION**

It is agreed by the parties that a review will be conducted on the service delivery and operation of the Gladstone Art Gallery and Museum with one of the options being that the facilities will be open for seven days a week. Therefore, it is agreed that a review will be undertaken within the months following certification of this agreement into how this may be achieved. Existing employees will not be expected to undertake any additional work above their existing arrangements to cover a seven-day operation.

## **16.2 GLADSTONE ENTERTAINMENT AND CONVENTION CENTRE EMPLOYEES**

16.2.1 The following conditions only apply to Employees who are employed at the Gladstone Entertainment Centre and perform activities in support of the Gladstone Entertainment Centre.

16.2.2 The Parties agree to review the application of the SWA as outlined in 16.2.1 to employees who may be Stream A employees. The review will occur within the first twelve months of the term of the Agreement and will provide guidance on the application of the SWA for these employees.

16.2.3 Except where inconsistent with the provisions of these clauses all other conditions shall be in accordance with the relevant clauses of this Agreement.

### **16.2.4 BASIS OF EMPLOYMENT**

16.2.4.1 A Full Time Employee will be required to work an average of 38 Ordinary Hours per week averaged over no more than a 1 month cycle. A Full Time Employee may work flexible hours which may be negotiated with the Manager.

16.2.4.2 A part time Employee's Ordinary Hours will be set at the time of engagement where the Council and the Employee will usually have this recorded in writing on a pattern of work and the number of ordinary hours worked on average per week. This can be modified at any time mutually agreed between the Council and the relevant part time Employee and will usually be recorded in a written format. A part-time Employee may work flexible hours which may be negotiated with the Manager.

In addition to the average of 38 Ordinary Hours per week (or average part time hours set as above), the Employee may be required to perform reasonable Additional Hours, from time to time. Arrangements for Additional Hours are set out in the clause of this Special Arrangement headed "Additional Hours".

### **16.2.5 WORK SCHEDULE**

The work schedule will be as directed from time to time by Council.

Council will make every effort to roster all Employees in a manner that is fair and equitable, and which takes into account the Employee's preferences. For example, if the Employee has family and/or study commitments, Council will attempt to accommodate the Employee. However, rosters must be arranged so that the business can operate effectively. This means that Council may not always be able to accommodate the Employee's preferences.

Reasonable efforts will be made to provide full time employees with at least one weekend off per month.

Rosters shall be prepared and provided to employees at least two weeks in advance of the commencement of the roster period.

### **16.2.6 HOURS OF WORK**

The Employee may be required to work Ordinary Hours on any day of the week, Monday to Sunday inclusive.

Ordinary hours to include no greater than 10 days in 14 days, with at least two consecutive days off.

Span of hours will be 8AM to Midnight, with the ability to move the span forward by up to two hours by mutual agreement. All time worked by an employee outside the span of hours will be paid at relevant penalty rates in accordance with the Parent Award.

All ordinary time worked by an employee, on a Sunday or Public Holiday shall be paid in accordance with the Parent Award.

The Employee acknowledges that he/she is required to work the hours required to perform the requirements of the position as set out in the Employee's position description.

The Employee acknowledges they may be required to work Ordinary Hours on a Public Holiday.

All hours of work must be recorded on the Employee's timesheet and must be signed by the Manager Entertainment Centre or representative on a regular basis.

### **ADDITIONAL HOURS**

Additional Hours are any hours worked by the Employee over and above Ordinary Hours (i.e. beyond 38 hours averaged over no more than a 1 month cycle), and any hours incurred as a result of a call-out (ie. recalled to work).

The Employee may be required to work reasonable Additional Hours.

No Additional Hours can be worked unless they have been pre-approved by the Manager Entertainment Centre.

The Employee may refuse to work Additional Hours in circumstances where such work would result in the Employee working unreasonable hours, having regard to:-

- 16.2.6.1 Any risks to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
- 16.2.6.2 The Employee's personal circumstances, including the Employee's family responsibilities;
- 16.2.6.3 The needs of the workplace;
- 16.2.6.4 The notice (if any) given by Council of the Additional Hours and by the Employee of the Employee's intention to refuse the Additional Hours;
- 16.2.6.5 Whether any Additional Hours are on a public holiday; and
- 16.2.6.6 The Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.

If the Employee works Additional Hours, these may be accrued as TOIL or paid as overtime in accordance with the Parent Award. TOIL will be accrued at the rate of one (1) hour for every Additional Hour worked. Every reasonable effort will be made by both Council and the Employee to have the accrued TOIL taken within a three month period from the date of accrual. Where the taking of TOIL within this three month period is not possible, accrued TOIL hours may be paid to the Employee as an accrued entitlement at the relevant overtime rate.

Upon termination of the Employee's employment, any accrued TOIL Hours will be paid to the Employee as an accrued entitlement at the relevant overtime rate.

Call-outs shall be paid in accordance with clause 5.1.5.5 of this Agreement.

### **16.2.7 PUBLIC HOLIDAYS**

The Employee acknowledges that Council operates its business on Public Holidays and accordingly the Employee may be requested to work on a Public Holiday.

In the event Council makes a reasonable request that the Employee works on a Public Holiday, the Employee will agree to do so unless the Employee can demonstrate that the Employee has reasonable grounds to refuse to do so.

The Parties agree that any work performed by the Employee on a Public Holiday will be paid at the relevant overtime or penalty rate with a minimum payment of 4 hours.

#### **16.2.8 REMUNERATION**

Each Employee's classification into the Gladstone Regional Council's Pay Scale has been calculated as an "all inclusive" basis in recognition of the following Award conditions:-

16.2.8.1 ordinary rate of pay;

16.2.8.2 overtime meal allowance;

16.2.8.3 any other Award allowance (other than as provided for in this agreement);

16.2.8.4 shift penalty loadings;

16.2.8.5 incentive based payments and bonuses;

as prescribed that would normally be incurred. No additional payments will be made in recognition of the provisions listed in (a) to (e) above.

### **16.3 CALL CENTRE EMPLOYEES**

The following conditions only apply to employees who are employed at 24hour/7day Call Centre at Gladstone Regional Council. The clauses held within this special arrangement shall be read in conjunction with the Gladstone Regional Council Certified Agreement. Where there is any inconsistency with the clauses of this special arrangement and the Certified Agreement, the provisions of this special arrangement shall apply.

Owing to the nature of the industry, certain employees employed as Call Centre Officers at the Council's Call Centre are required to work to a shift pattern to provide services continually for seven (7) days per week, twenty-four (24) hours per day, and 365 days per year. Other employees, namely the Call Centre Relief Officer, will fill in when these Officers are not available. These services will continue to be provided by working a rotating and continuous two (2) shift roster of twelve (12) hours per shift.

#### **Availability of Employees**

The Call Centre Relief Officer will make themselves available when requested to do so by the Supervisor or other nominated person, to replace a Call Centre Officer working a shift under this sub-part, when such Officer is unavailable.

In the event of an emergency through a Call Centre Officer being absent from work (for whatever reason), and the Call Centre Relief Officer is not available, one of the Officers on their day off will make themselves available to work when contacted by the Supervisor or other nominated person to do so.

When a Call Centre Officer is required to work under the above arrangements, all overtime shall be double time only and no time off in lieu for time worked shall apply.

#### **Twelve Hour Roster Arrangements**

All Call Centre Officers shall attend an annual medical examination by the employee's medical practitioner. This medical examination will be paid by Council.

If a negative medical examination result occurs Council will ensure that all normal internal mechanisms are used to source suitable, meaningful and ongoing employment for the Call Centre Officer if allowable.

Due to existing staffing levels and the desire not to increase such staffing levels and costs to Council for the purpose of this sub-part, it is not possible to provide direct supervision during the twelve hour shifts and employees may be required to work alone.

#### **Hours of Work**

A continuous two (2) shift pattern of a twelve (12) hour roster, as set out below, shall be worked. In the instance that this roster is no longer the preferred option from either one of the parties (the Council and the Officers as a collective decision) this is to be discussed with the Chief Executive Officer or the CEO's delegate.

Each Call Centre Officer who is rostered to work the twelve hour roster shall be required to work thirteen (13) shifts each of twelve hours to provide the services required by Council in each twenty-eight (28) day cycle.

Day shifts shall commence at 7.00am and finish at 7.00pm. Night shifts shall commence at 7.00pm and finish at 7.00am.

In the event that an incoming Call Centre Officer can not be contacted immediately and is delayed for any reason, then the Call Centre Officer, currently performing a day or night shift, shall continue to work for up to two (2) hours after their normal ceasing time with such extra time being paid at double time.

All time worked in excess of the ordinary hours of 152 hours per four (4) week cycle shall be paid for at the rate of double time.

The Call Centre Officers working the twelve hour roster will work one hundred and fifty-six (156) hours per twenty-eight (28) day cycle; therefore, four (4) hours shall be paid at the overtime rate of double time.

This four (4) hours of overtime shall be paid on the Thursday of the night shift and if that day is a public holiday, then the last preceding ordinary day.

The employees employed as Call Centre Officers working the twelve hour roster shall be exempt from Gladstone Regional Council's rostered day off arrangements.

Should the Call Centre Officers be required to attend training or a meeting at Council's request on the Officer's day off, the Officer shall be paid for a minimum of three hours at the overtime rate of double time.

### **Call Centre Relief Officer**

The Call Centre Relief Officer will be employed on a casual basis if and when required however the casual status will be reviewed within 6 months of this arrangement being agreed to determine the most appropriate employment status for this Call Centre Relief Officer.

The Call Centre Relief Officer will work the full 12 hour shift (or less if unexpected circumstances arise such as a full time Officer falling ill and returning home) and will be paid the relevant shift loadings and penalties as applicable within the special arrangements.

### **Leave Entitlements**

Every employee employed as a Call Centre Operator on the twelve hour roster shall be entitled to not less than 114 hours of sick leave for each completed year of employment with Council.

All employees working under these special arrangements shall be paid 190 hours per year Annual Leave and all leave debits will be processed on the basis of actual hours taken.

The night and day shift allowances **do not** apply when on annual leave.

### **Allowances**

#### **Night Shift Allowance**

The Call Centre Officer or Call Centre Relief Officer will receive, per night shift, an allowance of \$40.54 excluding weekends as penalty rates apply on weekends. The part night shift to midnight Friday and midnight Sunday to 7.00am Monday attract this allowance.

**Day Shift Allowance**

The Call Centre Officer or Call Centre Relief Officer will receive per day shift an allowance of \$33.79 excluding weekends as penalty rates apply on weekends. The part times from midnight Friday to midnight Sunday attract this allowance.

**Preserved Arrangements**

The transition arrangements for those employees who were engaged at the Water Treatment Plant prior to the Call Centre operation will continue until such time as they apply for another position within Council or leave the organisation.

## **Outline of Roster**

### **Roster**

The working roster shall be:

12 HOUR TWO SHIFT ROSTER

Day (D) = 7.00am to 7.00pm

Night (N) = 7.00pm to 7.00am

GLADSTONE REGIONAL COUNCIL CALL CENTRE ROSTER

SHIFTS

**D =**  
DAY

**N =**  
NIGHT

PAY PERIOD 1

PAY PERIOD 2

WEEK 1

WEEK 2

WEEK 3

WEEK 4

SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI

OFFICER ONE			D	D	D		N	N	N								N	N			D	D	D				N	N		
OFFICER TWO	D	D			N	N				D	D	D		N	N	N											N	N		D
OFFICER THREE			N	N			D	D	D			N	N				D	D	D		N	N	N							
OFFICER FOUR	N	N								N	N		D	D	D			N	N							D	D	D		N
RELIEF OFFICER						D							D							D								D		

## 17 SCHEDULE 6 – Definitions

The following generic definitions apply in this Agreement.

**"Accredited Assessor"** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

**"Agreement"** means this certified agreement known as Gladstone Regional Council Certified Agreement 2018.

**"Annualised Wage"** means the wages and allowances payable to an Employee over a one-year period.

**"Assessment Instrument"** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

**"Change"** means a change or group of related major changes that may have significant effects on an Employee's or Employees' employment, conditions, and or pay, and includes major changes in production, program, organisation, structure or technology;

**"Chief Executive Officer"** means the most senior executive officer in Council as appointed pursuant to the Local Government Act 2009 (Qld).

**"Commission"** means the Queensland Industrial Relations Commission. (QIRC)

**"Consultation"** shall not only be in appearance but in fact.

**"Council"** means Gladstone Regional Council.

**"Coverage Roster"** Means any roster implemented with the agreement of Employees in the area affected which enables seven (7) day coverage for Council's operations.

**"Disability Support Pension"** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

**"Employees"** means all Employees of Council, except the Chief Executive Officer, and Executive Officers.

**"Executive Officer(s)"** means those Employees of Gladstone Regional Council who report directly to the Chief Executive Officer (tier 2) ("General Manager") and all those Employees who report directly to tier 2 Executive Officers and are employed on a contract in accordance with clause 4.2(b) of Section 1 of Division 2 of the Queensland Local Government Industry (Stream A) Award – State 2017.

**"Industrial Registrar"** means the Industrial Registrar of the Queensland Industrial Relations Commission. (QIRC)

**"Indoor Staff"** means primarily clerical, technical, environmental, engineering, community, library, theatre and administrative staff of the Council.

**"Non-Rostered Days"** means a non-work day which is not a Rostered Day.

**"Outdoor Staff"** means primarily Water and Sewerage Employees, Parks Employees, Roads Employees, Workshop Employees, Landfill and Transfer Station Employees, all direct supervisors inclusive of Foreman in each of the areas listed, whose terms and conditions are underpinned by the Queensland Local Government Industry (Stream A) Award – State 2017.

**"Ordinary Rate of Pay"** shall mean the annualised salary as provided for within schedule 1 of this agreement.

**"Pay Scale"** means Gladstone Regional Council Pay Scale as detailed in Schedule 1 of this Agreement.

**"People, Culture and Safety"** means the business unit that incorporates People Services (including People Services, Learning and Development) Payroll Services Health Safety and Wellbeing, Talent, Culture and Performance, Rehabilitation, and Recruitment.

**"Policies and Corporate Standards"** means the policies and standards of Council which have been formally adopted by the Council in session, and which policies and procedures are referred to in the clause of this Agreement titled "Council Policy and Corporate Standards".

**"Registered Training Organisation"** means an organisation such as a secondary school, TAFE or a private provider that meets the registration requirements within the Training and Employment Act 2000 with respect to the delivery of particular courses of instruction including the assessment of the achievement of competence.

**"Rostered Day(s)"** means days on which the Employee has been notified in advance that they are rostered to perform their normal duties.

**"Single Bargaining Unit"** means representatives of all Employees of the Council duly elected by the Employees themselves.

**"Supervisors"** for the purposes of clause 1.9 shall include managers, team leaders, specialists and any Employee deemed to have 'in charge' responsibilities.

**"Supported Wage System"** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment process".

**"Training Plan"** means a structured plan to enable an apprentice or trainee to attain the competencies for a particular qualification. Training Plans will be developed by Registered Training Organisations, in conjunction with the Council and an apprentice or trainee.

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