

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Toowoomba Regional Council

AND

The Australian Workers' Union of Employees, Queensland;  
Queensland Services, Industrial Union of Employees; and  
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland  
Branch, Union of Employees

(Matter No. CB/2018/73)

**TOOWOOMBA REGIONAL COUNCIL OFFICE BASED STAFF CERTIFIED  
AGREEMENT 2018 (NO 3)**

Certificate of Approval (*as amended*)

On 18 June 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Toowoomba Regional Council Office Based Staff Certified Agreement 2018 (No 3)*

**Parties to the Agreement:**

- Toowoomba Regional Council;
- The Australian Workers' Union of Employees, Queensland;
- Queensland Services, Industrial Union of Employees; and
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

**Operative Date:** 18 June 2018

**Nominal Expiry Date:** The last day of the last pay period in June 2021

**Previous Agreement:** *Toowoomba Regional Council Number 2 Salaried Officers' Certified Agreement - CA/2012/526.*

**Termination Date of Previous Agreement:** 18 June 2018 (Matter No CB/2018/72)

By the Commission

A.L. BLOOMFIELD  
Deputy President.

23 January 2019

# TOOWOOMBA REGIONAL COUNCIL OFFICE BASED STAFF CERTIFIED AGREEMENT 2018 (No.3)

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## **PART 1 GENERAL CONDITIONS**

### **1.1 Title**

This Certified Agreement shall be known as the Toowoomba Regional Council Office (Council) Based Staff Certified Agreement 2018 (No.3), hereinafter referred to as the Agreement.

### **1.2 Application and Parties Bound**

This Agreement is binding on Toowoomba Regional Council and the under mentioned unions:

- The Australian Workers' Union of Employees, Queensland (AWU);
- Queensland Services, Industrial Union of Employees; and
- Association of Professional Engineers, Scientists and Managers, Queensland Branch Union of Employees.

This Agreement shall apply to all Council employees paid under the provisions of the following Award:

- Queensland Local Government Industry (Stream A) Award – State 2017.

### **1.3 Date of Operation**

The Agreement shall operate from the commencement of the first pay period following the date of certification (viz. 18 June 2018) and will nominally expire on the cessation of the last pay period in June 2021. Clause 1.3 is to be read in conjunction with Clause 3.2

### **1.4 Relationship with Parent Awards**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the parent award listed in Clause 1.2 above as it stood at the date of certification of the Agreement.

### **1.5 Objectives of the Agreement**

The principal objectives of this Agreement are to pursue service excellence by:

- continuous improvement and quality enhancement through innovation;
- focusing on customer service;
- balancing the needs of all stakeholders;
- responsible management of available resources;
- enhancing Toowoomba Regional Council as a preferred employer;
- commitment by all stakeholders to best practice workplace health and safety;
- providing improved and more responsive services to the community of Toowoomba Regional Council;
- promoting workforce flexibility;
- creation of skill-related career paths and succession planning;
- increasing consultation and employee participation in decision making;
- improving training access and provision;
- increasing job satisfaction.

### **1.6 Copy and Availability of the Agreement**

All current employees will be given access to a copy of this Agreement and all future employees will be provided with access to a copy as part of the employee induction program upon commencement of employment with Council.

### **1.7 Grievance & Dispute Settlement / Resolution Procedure**

Effective communication between employees and management is a prerequisite to good industrial relations and the following procedure is set down in order that any dispute may be resolved quickly to maintain efficient and sound working relationships.

In the event of any dispute/grievance arising between Council and its employee(s) in relation to this Agreement or an industrial related matter, the following procedures shall be applied:

#### **Step 1**

Any employee/s with a dispute/grievance will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible, and convene a meeting to discuss the matter within one (1) working day. The employee/s may request union representation or a nominated support person.

## **Step 2**

If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management. The employee/s may request union representation or a nominated support person. This should occur within two (2) working days of the finalisation of step 1.

## **Step 3**

Should the matter remain unresolved, it shall then be referred to the CEO or delegate who will attempt to facilitate a resolution with the employee/s. The employee/s may request union representation or a nominated support person. This should occur within seven (7) working days of the finalisation of step 2, where practicable.

## **Step 4**

If after the above steps the matter remains unresolved, the dispute may be referred by either party to the Commission for conciliation and if it remains unresolved either party may utilise the Commission's arbitration provisions, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

Whilst the dispute procedure is being followed, the continuation of work and customary work practices (status quo) shall prevail until such time as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.

Where the dispute/grievance relates to allegation of discrimination, vilification, bullying, victimisation, harassment or breaches of equal employment opportunity legislation, the employee should commence the procedure at step 3.

The above procedures do not restrict Council or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

### **1.8 Commitment to Collective Bargaining**

Council is committed during the life of this Agreement to collective bargaining for employees covered under this Agreement, as defined in the *Industrial Relations Act 2016*.

## **PART 2 EMPLOYMENT ARRANGEMENTS**

### **2.1 Contract of Employment Arrangements**

Employees are employed by Council in accordance with the provisions of this Agreement and the parent Award.

### **2.2 Employees Fixed Start / Finish Work Locations**

All employees will be designated to one start/finish work location only (*Note: employees with multiple roles may have different contracts and work locations*). For the purposes of this clause, fixed start/finish location shall mean a designated administration office, depot, library, water treatment plant, etc.

For short-term (for a specific project) operational purposes, where Council requires an employee to alter their fixed start/finish work location to a location away from their designated fixed starting point, the employee shall be paid the travelling allowance prescribed under the Award, where such travel is to be undertaken outside of ordinary working hours.

### **2.3 Permanent Relocation**

2.3.1 Employees employed under this Agreement at the date of certification cannot be permanently relocated to another workplace/service centre/depot except by mutual agreement unless one of the following applies:

2.3.1.1 The new workplace is not further from the employee's place of residence than the previous workplace;

2.3.1.2 The new workplace is not more than 15 kilometres from their current workplace.

2.3.2 Consultation

- 2.3.2.1 If the new workplace is 15 kilometres or less from their existing workplace then Council is only required to give the employee notice.
- 2.3.2.2 If the new workplace is greater than 15 kilometres but not more than 25 kilometres from their current workplace, Council will be required to consult with the employee in accordance with Clause 7.3 - Workplace Change Notification.
- 2.3.3 Notice  
A minimum of six (6) weeks' notice shall be given to the employee unless otherwise mutually agreed.
- 2.3.4 Travelling Payment  
2.3.4.1 Where an employee is relocated to a workplace which is not further from the employee's place of residence than the previous workplace or not more than 15 kilometres from their existing workplace, there will be no travelling allowance payable.
- 2.3.5 This clause shall not have application to employees employed after 11 July 2012.

**2.4 Income Maintenance**

- 2.4.1 When an employee-covered by this Agreement is redeployed to a position that is a lower classification level than their previous classification level, Council agrees to maintain the employee's wage for a period of up to 12 months.
- 2.4.2 Council agrees to apply all wage increases provided for in this Agreement to the employee's maintained wage as referenced in 2.4.1 above.

**PART 3 REMUNERATION AND ALLOWANCES**

**3.1 Wage Rates and Schedules of Wages**

- 3.1.1 The wage rate payable to employees is set out in Schedule A – Pay Rates.
- 3.1.2 Payment of monies will be made using Electronic Funds Transfer directly to the account nominated in writing by the employee and will be paid on a fortnightly basis. Should an employee's account details change, it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred.
- 3.1.3 Nothing contained within this Agreement shall preclude Council from paying any employee at a higher rate than that prescribed in Schedule A – Pay Rates.

**3.2 Wage Increase**

The wage increases resulting from this Agreement shall operate from the commencement of the first pay period in July 2017 and shall expire on the cessation of the last pay period in June 2021.

The wage increases during the life of this Agreement are outlined below:

<b>AWARD, STREAM &amp; SECTION</b>	<b>1st PP in July 2017</b>	<b>1st PP in July 2018</b>	<b>1st PP in July 2019</b>	<b>1st PP in July 2020</b>
Stream A – Division 2, Section 1 <i>Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services</i>	2.2%	2.3%	2.4%	2.5%

**3.3 Apprentices and Trainees**

Council is committed to the training of apprentices/trainees. Further, Council will retain apprentices/trainees on completion of their apprenticeship/traineeship, for a minimum of three months where possible. This time immediately after completion is for the apprentice/trainee to gain further experience and opportunity to apply for any advertised positions.

Council will engage apprentices and trainees as per the Order of the QIRC, *Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*.

### 3.4 Superannuation

- 3.4.1 Council shall contribute the relevant contributions on behalf of each employee into a superannuation fund determined by the employee subject to relevant legislation.
- 3.4.2 Council agrees to maintain the superannuation employer contributions at 12.4% for the life of the Agreement.
- 3.4.3 Whilst an employee is on workers' compensation, Council will continue to pay superannuation employer contributions.

### 3.5 No Extra Claims

The parties agree that, other than as provided under the WFA process, this Agreement constitutes a closed agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the parties will not pursue further claims during the terms of this Agreement. This clause does not exclude any increases in allowances as determined by the relevant legislation and State Wage Case decisions.

### 3.6 Allowances

Except where allowances are prescribed in this Agreement, all other allowances will be increased in line with the parent award during the life of this Agreement.

#### 3.6.1 On Call Allowance

All work teams required to participate in on call arrangements will be rostered for duty on an equitable basis and considerate of WHS requirements. These on call arrangements shall commence from the first pay period following the date of certification.

##### a) On Call – Remote (Dial In)

- (i) Applies to employees rostered and required to be on call via remote access such as, but not limited to, telephone, modem or personal computer.
- (ii) An allowance per day (24 hour period) of \$20.00 per day is payable, and should work be undertaken during this day a further payment will be made for the time worked at 1.5 times the ordinary rate of pay with a minimum of 30 minutes being payable for Monday to Friday.
- (iii) For Saturdays, Sundays and Public Holidays a payment for time worked of 2.0 times the ordinary rate of pay with a minimum of 30 minutes will apply.

##### b) On Call – Call-In (Attend Work)

- (i) Applies to employees rostered and required to be on call and remain within an operationally reasonable travel time to the work location.
- (ii) An allowance per day (24 hour period) of \$30.00 per day is payable Monday to Friday, \$40.00 on Saturdays and Sundays and \$50.00 on Public Holidays.
- (iii) Should work be undertaken during Monday to Friday a further payment will be made for the time worked at 1.5 times the ordinary rate with a minimum of 2 hours payable. Any time worked in excess of the minimum will be paid at the rate of double time for all hours worked.
- (iv) For Saturdays and Sundays a further payment will be made for the time worked at 2 times the ordinary rate with a minimum of 2 hours.
- (v) For Public Holidays a further payment for time worked of 2.0 times the ordinary rate of pay with a minimum of 4 hours will apply.

Where an employee is of the view that they have been disadvantaged by working to the terms of this sub-clause in relation to the parent award, such an employee may make application at the end of each financial year for an adjustment to their compensation for their on call work.

The amount of compensation will be calculated by the relevant Manager and the rostered employee based on records kept by the employee and Council.

The amount of compensation will be equal to the difference between the amount paid for call out duties under the Agreement and the entitlement calculated under the parent award.

c) Recall

Where the employee is required to be on call and paid for the aforementioned allowance, there is no entitlement in respect of each subsequent call out on the same day for (a) and (b) above if the call out (or call outs) falls within the original period of time for which payment is made.

3.6.2 Live Sewer Work Allowance

3.6.2.1 Employees who are eligible to claim this allowance under their parent award whilst engaged in live sewer works or cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a half for all time so engaged.

3.6.2.2 During overtime or on weekends or public holidays, employees shall 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.

3.6.3 Travel Allowance

3.6.3.1 Where a Council vehicle is provided, an employee shall not be entitled to claim the provisions of the kilometre rate of the travel allowance under the parent award.

3.6.3.2 Where an employee is required to travel outside of the Council area as part of their duties, all reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties, other than Conference leave, and outside of their normal working hours, shall be reimbursed.

3.6.3.3 Where an employee is required to travel outside of the TRC area as part of their duties, the employee will be able to claim such time as TOIL.

3.6.3.4 Subject to prior approval, where an employee is required to use their own vehicle in connection with the performance of their duties, they shall be reimbursed for the use of their vehicle based on the per kilometre Australian Taxation Office rate.

3.6.4 Annualisation Of Allowances

Where it is mutually agreed, annualisation of allowances may be approved by Council on a case-by-case basis.

3.6.4.1 Annualisation of Tool Allowances

a) Annualisation of tool allowances may apply to employees who are required to use their own private tools during the course of their regular work on a daily basis.

b) The annualised tool allowance shall be calculated by the application of the following formula:

*Weekly tool allowance specified in the award x 48 (weeks) / 52 (weeks).*

c) The annualised amount will be amended from time to time to reflect any variation made to the weekly tool allowance by an Order issued by the QIRC.

d) The annualised allowance applies only while the employee occupies a position where there is an entitlement to claim the tool allowance on a weekly basis.

3.6.4.2 Annualisation of Travel Allowances

a) Annualisation of travel allowances may apply to employees who are required to travel between work locations.

b) The annualised travel allowance shall be calculated by the application of the following formula:

*Daily travel allowance specified in the award x 5 (days) x 43.6 (weeks) / 52 (weeks).*

c) The annualised travel allowance amount will be amended from time to time to reflect any variation made to the daily travel allowance by an Order issued by the QIRC.

- d) The annualised allowance applies only while the employee occupies a position where there is an entitlement to claim the travel allowance on a daily basis.

#### 3.6.4.3 Annualisation of Allowances other than Tool and Travel

- a) The parties to this Agreement agree that there are benefits to Council and employees through the annualisation of allowances.
- b) In the negotiation of annualisation of allowance the parties shall rely on historical data based on fact (or an award entitlement in the case of a new position or work process/task/duty).
- For the purpose of this clause “annualised allowance” means the calculation of the total yearly amount of the allowance entitlement, divided by 52 and then paid as a weekly allowance for each week of the year (unless otherwise agreed).
  - The parties may agree that the employee/s who are a party to such an arrangement receive a benefit in lieu of a monetary amount, provided that the benefit is not less than the monetary amount that the employee/s would have otherwise received.

#### 3.6.5 Health and Safety Representative (HSR) Allowance

An employee who has been appointed as a designated HSR and who works a minimum of three (3) days per week, shall receive an allowance of \$7.70 per fortnight. All appointments of HSRs will be formally made in writing by Council.

#### 3.6.6 First Aid Allowance

Where Council appoints, as a first aid attendant, an employee who holds an appropriate current first-aid certificate, they shall be paid the prescribed allowance as referenced in the parent award. This allowance shall only be paid where the employee works three (3) or more days per week.

The first aid allowance is only payable to an employee who occupies a position where there is an entitlement to claim such an allowance, and there is an operational need for the employee to use the qualification as determined by Council.

All appointments of first aid attendant/s will be formally made in writing.

#### 3.6.7 Corporate Uniform Allowance

The parties agree that corporate image is an important feature of quality customer service. All employees are eligible to wear an endorsed Toowoomba Regional Council uniform while engaged in Council activities in accordance with the Office and Professional Staff Corporate Uniform Policy.

### 3.7 Working Any 5 in 7 Days

Where there is mutual agreement between Council and an employee or group of employees to alter the spread of days for ordinary hours of work to include weekends, Council shall pay a weekend penalty rate of time and a-half for ordinary hours performed on Saturday, and a weekend penalty rate of double time for ordinary hours performed on Sunday. Where such an agreement is made, Council will provide notification to the relevant union/s of the affected work area/s.

Under such an agreement, the ordinary spread of days for ordinary hours of work shall not exceed 5 days in any one week, or 10 days in any fortnight. Where practical, the days off work should be consecutive.

Where an employee seeks to alter their spread of days to include weekends to suit their personal circumstances, the agreement shall indicate the change was at the employee's request, and Council shall not be liable for the weekend penalty rates.

## PART 4 EMPLOYMENT BENEFITS

### 4.1 Salary Sacrifice

By agreement, salary sacrifice arrangements will be provided to all employees in accordance with provisions set out by the Australian Taxation Office.



## 4.2 Employee Assistance

- 4.2.1 Employee Assistance is a service provided to help employees and their immediate family members with personal or work related problems, which may affect their work performance or quality of life.
- 4.2.2 If an employee suffers financial hardship due to an injury, sickness or other restriction, the employee may apply to the CEO for assistance. Assistance to the employee will be assessed on a case by case basis and will be provided to the employee under the Council's Employee Assistance program.

## 4.3 Lifestyle Initiatives

- 4.3.1 Programs
- The initiatives of a "Quit Smoking Program" (50% funding on completion of the Council approved program and a further 50% after 3 months abstinence) will be made available to permanent employees.
  - Immunisations (influenza, hepatitis A and B), which aim to promote a healthy workplace for the wellbeing of the employee, will be made available at no cost to all employees

## 4.4 Use of Council Vehicles

Employees allocated a commuter use Council vehicle will have commuter use of the vehicle free of charge for the purpose of travelling to and from work in accordance with the Australia Taxation Office rulings on commuter use of vehicle and will be required to sign a Commuter Use Agreement for such usage.

Council's plant and fleet may have GPS devices fitted.

# PART 5 HOURS AND WORKFORCE FLEXIBILITY ARRANGEMENTS

## 5.1 Hours of Work

- 5.1.1 The hours of work for all employees shall be in accordance with the parent Award unless varied in this Agreement.
- 5.1.2 Should the employee or work team not be participating in a WFA as outlined in this clause, the employee(s) shall be entitled to accumulate Flex Leave to take at least one day's Flex Leave in each four week cycle. Such leave shall, unless otherwise agreed between the employee and the relevant Manager, be a full day.
- 5.1.3 Time off in lieu of overtime (TOIL)

By mutual agreement, made in advance between the employer and employee, hours of work may be extended to not more than 10 hours per day and not more than 50 hours per week, with a positive hours banked balance, no greater than 25 hours with Manager approval or no greater than 40 hours banked with General Manager approval. Hours greater than 40 hours are to be paid at the applicable overtime rates. All TOIL accrued and taken up to 40 hours is at ordinary time. With prior mutual agreement between the manager and employee, employees may have a negative balance of no greater than 8 hours. Council will maintain a record of all TOIL accrued and taken by employees.

By mutual agreement between the Manager, employee and the relevant union/s arrangements to work any 5 out of 7 days in a week to meet operational and customer requirements may be entered in to. Where days worked include a Saturday, Sunday or public holiday, Council and the employees will come to an agreement regarding appropriate remuneration. Appropriate remuneration will include:

- a) payment of penalty rates as prescribed in the Parent Award; or
- b) crediting hours accumulated at penalty rates toward ordinary hours; or
- c) time off in lieu of the payment of overtime

Accrual of TOIL shall be subject to the provisions of the sub-clause 5.2.6 – *General Conditions*.

## 5.2 Workforce Flexibility Arrangements

- 5.2.1 The parties agree to continue the current WFA's existing in each work team throughout Council. This clause shall enhance current flexibility arrangements and shall in no way diminish such arrangements.
- 5.2.2 The WFA's have been categorised as follows:

#### 5.2.2.1 Principal Workforce Flexibility Arrangements

The five (5) principal flexibility arrangements that the majority of work teams operate under at Council are:

- Nine (9) Day Fortnight;
- Nineteen (19) Day Month;
- TOIL;
- Annualised Hours; and
- Annualised Salaries.

A work team may nominate their preferred WFA. All principal WFA's must have the required majority of the work team's support before the WFA can be approved and entered into.

Each Arrangement needs to consider Council's operational needs, financial implications and be subsequently approved in writing by management and such approval by management will not be unreasonably withheld.

Employee/s or work groups will be advised of the need to consult with their Union Representative during the negotiation of these Arrangements. Clause 1.7 - Grievance and Dispute Settlement/Resolution Procedures, shall apply where an Arrangement cannot be reached.

Any new or vacant position will be advertised in accordance with the existing WFA's applicable to that work team at the time of vacancy.

All WFA's are to be cost-neutral.

#### 5.2.3 9 Day Fortnight

- a) By mutual agreement, made in advance between Council and employees (work team), a 9 day fortnight can be used to meet work requirements.
- b) In such cases, a 50% simple majority of team members must be in favour of the Arrangement.
- c) The Arrangement must be approved by management and such approval shall not be unreasonably withheld.
- d) New employees to the work team are required to work the Arrangements that are in place within their work team at the time of their employment with Council.
- e) Typically, where the employee works 72.5 ordinary hours in a 9 day period, they will be entitled to have the 10th day off as a Rostered Day off.

#### 5.2.4 19 Day Month

- a) By mutual agreement in writing, made in advance between Council and employees (work team), a 19 day month can be used to meet work requirements.
- b) In such cases, a 65% agreed majority of team members must be in favour of the Arrangement and it must be approved by management.
- c) New employees to the work team are required to work the Arrangements that are in place at the time of their employment with Council.

#### 5.2.5 Time Off In Lieu

5.2.5.1 All time in excess of the employee's normal working hours shall be, at the employee's discretion, either paid as overtime or accrued as TOIL (on a time-for-time basis), consistent with the provisions of the sub-clause 5.2.6.2 (b) (ii) – *Maximum number/Approvals of banked time hours*.

#### 5.2.5.2 Hours

- By mutual agreement, made in advance between Council and the employee, hours of work may be extended to not more than 10 hours per day and not more than 50 hours per week.
- 25 hours can be banked with Manager approval.
- Up to 40 hours can be banked with General Manager approval.
- Hours greater than 40 hours TOIL are to be paid at the applicable overtime rates.
- All TOIL accrued and taken up to 40 hours is at ordinary time.
- Employees can by mutual agreement with their Manager, made in advance, have a negative balance of no greater than 8 hours.
- Council will maintain a record of all TOIL accrued and taken by the employee.

- 5.2.5.3 Where days worked include a Saturday, Sunday or Public Holiday, Council and the employee/s will come to an agreement regarding appropriate remuneration. Appropriate remuneration will include:
- (i) payment of penalty rates; or
  - (ii) crediting hours accumulated at penalty rates toward ordinary hours; or
  - (iii) time off in lieu of the payment of overtime.

5.2.5.4 Taking of TOIL

Taking of TOIL shall be mutually agreed between the relevant Manager and the employee.

5.2.5.5 Payment of Accrued TOIL

Any TOIL remaining on the last day of employment with Council shall be paid to the employee. The payment shall be calculated by multiplying the number of TOIL hours remaining to the credit of the employee by the normal hourly rate to which the employee was entitled at the date of termination.

Likewise, excess TOIL balances may be paid out by mutual agreement, with the relevant Branch Manager.

5.2.6 General Conditions

5.2.6.1 The following conditions shall apply to any arrangement entered into under Part 5 – Hours and Workforce Flexibility Arrangements of this Agreement:

a) Starting and Finishing Times.

Irrespective of the span of hours worked, the starting time shall not be later than 10am and the finishing time no later than 6pm except with the prior approval of the relevant Manager.

b) Recording of time worked and banked time taken.

All time worked and banked time taken shall be:

- (i) recorded on a standard Council time card/sheet (hard copy or electronic);
- (ii) signed by the employee and verified by the employee's supervisor as an accurate record of times worked; and
- (iii) lodged with the Pay Office.

5.2.6.2 Conditions applicable to arrangements involving the accrual of Banked Time.

Where any arrangement results in the accrual of time which is intended to be taken at a later date, then, in addition to any conditions forming the basis of any particular Arrangement, the following standard conditions shall apply to the accrual and taking of banked time:

a) Supply of details of banked time

- (i) Details of all banked time transactions shall be recorded by the Pay Office.
- (ii) Details of the balance available shall be included on the employees Pay Advice Notices.
- (iii) Details of transactions shall be made available to employees upon request.
- (iv) Managers shall be supplied with a report on the balance of time available to all employees under their supervision.

b) Maximum number/Approvals of banked time hours

- (i) The maximum number of hours which an employee shall be permitted to hold to their credit in their leave bank approved by their Manager shall be 25.
- (ii) Up to 40 hours can be approved by their General Manager.
- (iii) The 25 hour limit can only be exceeded where:
  - the relevant Manager and General Manager are satisfied that exceptional circumstances exist;
  - prior to reaching the permitted maximum (40 hours), the relevant Manager and the employee have negotiated (and reduced to writing) a mutually satisfactory banked time arrangement intended to reduce the leave bank credit to 25 hours or less; and
  - the employee can demonstrate that the accrual of the banked time above the permitted maximum will not result in the deferral of the taking of any scheduled annual or long

service leave or the creation of an annual or long service leave balance which is in excess of the upper limit prescribed by Council.

- (iv) Irrespective of the circumstances, in no case shall an employee's banked time credit exceed 40 hours.
- (v) To give practical effect to paragraph (iv) above, banked time recorded on time sheets in excess of 40 hours, with prior approval of management will be paid at overtime rates.
- (vi) The relevant Manager shall forward a copy of the proposed arrangement referred to in paragraph (b) (ii) point 2 above to their General Manager together with such other information as the General Manager may require in order to assess the merits of the arrangement.
- (vii) The General Manager shall approve or should they form the opinion that the arrangement is contrary to Council's interests, modify or reject the arrangement.
- (viii) This paragraph applies to all employees who, on date of certification of this Agreement, hold a banked time credit in excess of 25 hours. Employees shall be required to reduce their credit to 25 hours within 6 months unless they have satisfied their Manager that exceptional circumstances exist and have entered into a written arrangement for the same purpose as set out in paragraph (b)(ii) point 2 above. All other provisions of paragraphs (ii) to (vii) inclusive shall also apply in this circumstance.

c) Maximum Number of Negative Banked Time Hours

(i) General Application

An employee shall be permitted to hold a negative balance in their accrued time bank provided:

- the relevant Manager is satisfied that the particular circumstances of the employee are such as to warrant the granting of the concession;
- no other form of leave (excluding annual or long service leave) is available for the purpose;
- the negative balance at no time exceeds 8 hours;
- if a negative balance exists at the date of the employee's resignation, retirement or the termination of the employee's service, the negative balance shall be automatically deducted from the termination pay of the employee.

(ii) Christmas/New Year Closedown

This paragraph applies to employees with less than 4 months continuous service with Council as at 25 December in the relevant year.

Where Council approves the general close down of operations during a Christmas/New Year period then an employee to whom this paragraph applies shall, in order to participate in the general closedown, be permitted to accrue a banked time debit of not more than 24 hours, provided:

- the employee has demonstrated that they have maximised their opportunities to bank time before the relevant Christmas/New Year period;
- any pro-rata leave entitlement is incorporated into the leave application for the relevant Christmas/New Year period; and
- the banked time debit is reduced to less than negative hours within one month of the expiration of that period.

d) Minimum Number of Hours Worked

The following shall apply where a lesser period than one full day is taken using banked time:

- For employees employed on a casual basis, the minimum number of hours shall be as provided in the employee's letter of engagement.
- For all other employees, the minimum number of hours the employee is required to work on that day shall be four (4).

e) Employee's Right to Accrue a Minimum Amount of Banked Time

Should the employee so elect, and subject to Clause (d) above, the employee shall be entitled to accumulate banked time to take at least one day's leave in each four week cycle. Such leave shall, unless otherwise agreed between the employee and the relevant Manager, be a full day.

f) Application of Non-Value Added Time

- (i) For the purpose of calculating leave debits and accrued time credits for any period of non-value added time, an employee shall be deemed to have worked the equivalent of the number of hours the employee would have worked on that day or during the period (as the case may be) had the employee been working their normal hours.
- (ii) For the purpose of this paragraph, “non-value added time” shall mean the time an employee is not undertaking normal duties as a result of:
  - the taking of annual, long service or special leave by that employee;
  - the declaration of any day as a Public Holiday; or
  - the employee being absent because of sickness or for any other reason.
- (iii) Where historically an employee or a work group regularly works in excess of 8.5 hours per day and/or there is a clear intention for this to occur or continue to occur in the future, then for the purposes of applying a time credit to an employee’s banked time in respect of any non-value added time, 8.5 hours shall be deemed to have been worked on that day or as the case requires, for each of the days in that period provided a WFA is in place, which, among other things, stipulates that:
  - 8.5 hours is deemed to be the “normal hours” worked for the purposes of this Agreement;
  - a record of actual time worked by the employee or work group is to be kept and a quarterly audit undertaken to satisfy the parties as to the appropriateness of the deemed “normal hours” determination of 8.5;
  - this audit is to be conducted by the relevant Manager, a representative from POD and the employee or a work group representative (whichever is applicable);
  - where the audit reveals there is a need for the “normal hours” to be adjusted either upwards or downwards, that agreement is to be reached as to the new deemed figure and that the new deemed figure shall apply from the date of agreement with no retrospective adjustments;
  - where an adjustment is made to the deemed “normal hours”, a new WFA will be entered into.

g) Inclement Weather (Wet Days)

The following shall apply:

- (i) Where inclement weather prevents an employee from undertaking scheduled work:
  - employees shall be required to attend work for normal rostered hours;
  - relevant Managers shall endeavour to provide work during this period;
  - all productive time in excess of the normal rostered hours shall be authorised by the relevant Manager.
- (ii) Notwithstanding the foregoing, where in the opinion of the relevant Manager inclement weather will continue past 7½ hours and no productive work is available, employees may be sent home and credited with normal rostered hours.

This provision shall not apply to employees who are rostered on-call.

h) Conversion of Leave from Days to Hours

To facilitate the calculation of annual, long service, special or sick leave for those employees required under the parent award to work 72.5 hours per fortnight, leave entitlements shall be converted to hours in the following manner:

*The annual entitlement expressed in days, shall be multiplied by 7.25.*

i) No Reduction in Service Delivery

Banked time shall be taken in a manner which does not render the provision of services or the administrative or other operations of Council less efficient and/or more costly.

j) No Loading to Apply

No leave loading shall be applied to any banked time taken in conjunction with annual leave.

k) Call Backs

Nothing contained in this Clause shall affect the right of an employee to be paid the penalty prescribed by the parent award where the employee is called back to work whilst accessing banked time.

l) Minimum Notice – Variation to Scheduled Banked Time

Unless otherwise agreed between the Manager and employees, not less than 36 hours' notice shall be given by the relevant Manager of any intention to vary scheduled banked time arrangements.

5.2.6.3 Right of Appeal

An employee aggrieved by their Manager's rejection of a submission to accrue the maximum number of hours or of any other element of a proposed arrangement shall, have the right of appeal to their General Manager.

5.2.7 Annualisation of Hours

The parties to this Agreement acknowledge that some areas of Council experience seasonal changes to their workloads. To cater for these seasonal conditions, sections of Council may implement WFAs which are cost effective and improve services to customers. The Aquatic Centres, for example, are busier during summer months and quieter during the winter. To improve service to its customers, the permanent employees may negotiate to annualise their work arrangements and work longer hours during the busy summer season. The extra hours worked during the summer would then be "banked" and accessed during the off season.

5.2.7.1 By mutual agreement in writing, made in advance between Council and the employee, annualisation of hours for permanent full time employees may be arranged based on expected seasonal workloads.

- a) This arrangement is for a 12 month period (financial year) and will be reviewed annually by 31 May.
- b) Hours can be worked in no less than 10 months in any fiscal year.
- c) No employee shall suffer a reduction in salary or ordinary time earnings as a result of annualisation of hours.
- d) Entering into an annualisation of hours arrangement precludes the work team from engaging in other WFA's.

5.2.7.2 Annualisation of hours for seasonal conditions will be governed by the parent award requirements regarding:

- a) span of hours – as specified in the award
- b) maximum of hours worked before overtime is incurred per fortnight; and
- c) minimum hours worked per fortnight.

5.2.7.3 All applications for annualised hours for seasonal conditions must be recommended by the relevant Manager and lodged with the relevant General Manager for approval and must include specific details of:

- a) the consultation and negotiation process undertaken with employees and the relevant union/s;
- b) whether all employees endorse the arrangement;
- c) the dates of expected seasonal variation;
- d) the expected improvements in customer service;
- e) the total (or maximum) number of hours to be banked by each employee during the peak season; and
- f) when (during the off peak season) each employee will take their banked time.

5.2.7.4 All leave banked must be taken prior to the commencement of the next peak season.

5.2.7.5 Each WFA for seasonal conditions will be reviewed annually by the relevant Manager with a recommendation made to the General Manager for consideration for approval or refusal. The review will consider the benefits and outcomes for both customers and employees and a decision will be made about continuing the arrangement for the following year.

## 5.2.8 Annualisation of Salary

The parties to this Agreement acknowledge that some employees of Council experience changes to their workloads. To cater for this, some employees of Council may implement a WFA to annualise their salaries.

5.2.8.1 By mutual agreement in writing, made in advance between Council and the employee, annualisation of salary may be arranged based on work requirements. It involves the following:

- a) Work in excess of the ordinary weekly hours up to 45 per week (90 per fortnight), where the payment for such work is factored into the agreed annualised salary.
- b) Hours worked greater than 45 per week (90 per fortnight) but no greater than 50 hours per week are to be considered as TOIL wherein the standard provisions apply (i.e. positive balance no greater than 25 hours with Manager approval or no greater than 40 hours with General Manager approval). This TOIL is accrued at ordinary time. Employees can by mutual agreement with Council have a negative balance of no greater than 8 hours. All TOIL must be approved by management in advance.
- c) All hours worked over 50 per week require documented prior approval from management before payment of overtime is made.
- d) Access to all other allowances is removed.

5.2.8.2 The annualised remuneration shall be calculated using the formula:

*Base Salary plus any penalties, allowances and overtime divided by 52 weeks to give a weekly rate.*

5.2.8.3 Other matters relating to the Annualisation of Salary include:

- a) Remuneration can include benefits other than cash such as access to a vehicle (commuter or restricted private use) as agreed by Council.
- b) The annualised salary rate shall be paid to the employees whilst on all types of leave prescribed by the Agreement and relevant parent Award.
- c) Council shall contribute the relevant contributions on behalf of each employee into a superannuation fund determined by the employee subject to relevant legislation.
- d) This arrangement will be reviewed annually by 31 May. The review will consider if the hours worked in the preceding two fiscal years have been greater than 15% above ordinary hours; whether the roles, responsibilities and operational requirements of the position have remained substantially unchanged during the preceding two years; and whether the relevant Manager predicts that operational requirements will remain at the same level as the preceding two years. All three criteria must be met to enable continuance of the annualised arrangement.

5.2.8.4 Termination of the arrangement will result in a return to the employee's substantive position classification salary as at the first pay period in July of the year immediately following the review.

5.2.8.5 The operational procedures policy for Annualisation of Salaries is outlined below:

- a) For the purpose of this Clause "annualisation of salary" means the calculation of a yearly rate of remuneration.
- b) An annualised salary arrangement may be implemented after negotiation with and endorsement by the employee or, where relevant, the majority of employees in a work team, recommended by the relevant Manager and approved by the General Manager.
- c) In the interests of achieving a satisfactory outcome, all parties to the negotiations shall be required to state the reason or reasons when presenting their particular position on the issues relevant to the proposal.
- d) Following its review in terms of this WFA, an existing annualised salary arrangement may be retained (with or without modification) or terminated. This paragraph is subject to paragraph (e).
- e) This section applies where, the General Manager forms the opinion that the existing annualised salary does not properly reflect the current work circumstances of the employee/s and accordingly, determines that the employee/s is/are to receive a lower annualised salary or is/are to return to either:

- (i) their substantive annual salary (i.e. the pre-annualised base rate for the position/s held for the time being by that/those employee/s); or
  - (ii) an annual salary based on their substantive salary appropriately amended to reflect incremental payments otherwise payable during the period of annualisation or changes in work practices or technology.
- f) Where the General Manager determines that a lower annualised salary is to apply, then:
- (i) the revised annualised salary shall be calculated by the General Manager on the basis set out in this Agreement;
  - (ii) details of the General Manager's determination and the revised annual annualised salary shall be filed in the relevant employee/s' personnel file and recorded in appropriate pay records;
  - (iii) the revised annualised salary shall be the figure used to calculate the amount of the first annual salary increase granted after the date of the General Manager's determination;
  - (iv) the salary increase referred to in (f) ~~part~~ (iii) shall be added to the revised annualised salary and the appropriate pay records amended to reflect the increase; and
  - (v) the calculation of any further annual salary increase shall be based on the revised annualised salary as amended by the addition of all other base salary increases awarded between the date of the calculation and the date of the General Manager's determination with consequent amendments made to pay records.
- g) Where pursuant to paragraph (e) the General Manager determines that the employee/s is/are to return to either their substantive annual salary or to an amended annual salary [as provided in paragraph (e)(ii)], then:
- (i) details of the General Manager's determination and the current annual substantive salary or amended annual salary (whichever applies) shall be filed in the relevant employee/s' personnel file and recorded in appropriate pay records;
  - (ii) the current annual substantive salary or current amended annual salary (whichever applies) shall be the figure used to calculate the amount of base salary increase granted (under this Agreement) after the date of the General Manager's determination;
  - (iii) the salary increase referred to in (ii) above, shall be added to the annual substantive salary or amended annual salary amount and the appropriate pay records amended to reflect the increase; and
  - (iv) the calculation of all further salary increases shall be based on the annual substantive salary or amended annual salary amount as amended by the addition of all other base salary increases awarded between the date of the calculation and the date of the General Manager's determination with consequent amendments made to pay records.
- h) The assessment of the merits of entering into or, following a review as required by this Agreement, retaining an annualised salary arrangement shall be based primarily upon the following criteria:
- (i) whether the hours worked over the preceding two years have been greater than 15% above the normal award hour;
  - (ii) whether the roles and responsibilities of the position have remained substantially unchanged during the preceding two years;
  - (iii) whether the employee's relevant Manager predicts that work requirements for the next year will remain at the same level as the preceding two years.
- i) The calculation of an annualised salary will reflect:
- (i) in the case of existing employees, the base salary plus any penalties historically paid under the award including overtime, weekend penalties or other allowances;
  - (ii) hours in excess of the base hours historically or anticipated to be worked;
  - (iii) the value of the non-cash components of the salary or salary package;
  - (iv) changes in work practices and technology.

For employees who have entered into an annualised salary arrangement, the standard annual superannuation contribution payable in terms of the Trust Deed governing the Local Government Superannuation Scheme shall be based on the employee's substantive salary.



### 5.2.9 Special Projects

By mutual agreement, made in advance between Council and a simple majority of employees in a Branch, Section or Work Team, whichever is applicable, other working arrangements can be entered into to meet operational needs. Under any such arrangement, no greater than 100 hours of 'banked time' can be approved.

In such cases a 50% simple majority of team members must be in favour of the arrangement and the arrangement must be approved by management. Special arrangements are to be identified and agreed to prior to commencement and may include incentive payments and conditions not provided for within this Agreement.

## PART 6 LEAVE PROVISIONS

### 6.1 Annual Leave

All annual leave entitlements shall be in accordance with the leave provisions of the parent award, subject to the following additional entitlements:

- 6.1.1 Employees may access half pay annual leave subject to the approval of the General Manager on a case by case basis.
- 6.1.2 The CEO or relevant delegate may approve the cashing out of a particular amount of the employee's annual leave. In these circumstances, Council must not allow for cashing out an amount of annual leave that would result in the employee's accrued annual leave entitlement being less than four (4) weeks.

Each cashing out of a particular amount of annual leave must be by a separate agreement in writing. In circumstances of approved cashing out of annual leave, Council will pay the employee at least the full amount that would have been payable to the employee had the employee taken the annual leave that has been forgone.

### 6.2 Personal Leave (Sick and Carers)

- 6.2.1 All employees (except casuals) are entitled to fifteen (15) days (pro rata for part-time employees) per year paid personal leave in accordance with the parent award.
- 6.2.2 Personal leave may be taken as sick leave when an employee suffers an illness or injury.
- 6.2.3 Personal leave may be taken as carer's leave when an employee is required to provide care or support to a member of the employee's immediate family who requires care or support as they are sick or injured or have an unexpected emergency.
- 6.2.4 All sick/carer's leave entitlements shall accrue uncapped.
- 6.2.5 When taking sick or carer's leave, the employee must verbally notify their supervisor/manager by telephone of their absence as soon as practicable – where possible within the first 30 minutes on the first day of absence. Notification through a third party, such as another employee, is not acceptable. If an employee fails to directly notify their supervisor/manager of their absence within the first 30 minutes of the first day of absence, Council may attempt to make contact with the employee or their listed emergency contact.
- 6.2.6 A Medical Certificate from a registered medical practitioner is required after the second consecutive day of sick / carer's leave.
- 6.2.7 If it is deemed necessary by the CEO due to perceived abuse of the system, a Medical Certificate will be required to be produced for any one day of sick leave.

The "perceived abuse" of sick leave is deemed to be a regular pattern that is not supported by apparent sickness. It is acknowledged that these regular patterns can be due to personal problems beyond the employee's control and this clause is clearly related to a perceived abuse of sick leave and the intent is to open discussion between the employee and their Manager. If there is any dispute regarding the perceived sick leave abuse either party may access clause 1.7 Grievance and Dispute Settlement / Resolution Procedure.

- 6.2.8 An employee may use personal leave (carer's leave) to care for or support a person who has experienced and been a victim of domestic violence.

### 6.3 Long Service Leave

All Long Service Leave entitlements shall be in accordance with the Long Service Leave provisions of the *Industrial Relations Act 2016*, subject to the following additional entitlements:

- 6.3.1 An employee shall accrue 1.3 weeks paid long service leave per year of full-time service (part-time on a pro rata basis), and may access accumulated long service leave entitlements after 7 years of continuous service.

*For example: An employee, who has completed an initial period of 7 years' continuous service, will have access to 9.1 weeks long service leave.*

- 6.3.2 Employees may access half pay long service leave subject to the approval of the General Manager on a case by case basis.

- 6.3.3 The CEO or relevant delegate may approve an employee's request of cashing out a particular amount of their accrued long service leave entitlements where there is a genuine case of hardship or distress. In these circumstances, Council must not allow for cashing out an amount of long service leave if the cashing out would result in the employee's accrued long service leave being less than four (4) weeks.

Each cashing out of a particular amount of long service leave must be by a separate agreement in writing. In circumstances of approved cashing out of long service leave, Council will pay the employee at least the full amount that would have been payable to the employee had the employee taken the long service leave that has been forgone.

#### **6.4 Bereavement Leave**

All bereavement leave entitlements shall be in accordance with the provisions of the parent award. An additional paid day may be approved by the General Manager on a case by case basis.

#### **6.5 Compassionate Leave**

Up to two (2) days paid compassionate leave may be approved by the General Manager on a case by case basis in respect of immediate family suffering from illness or injury, in addition to the provisions of carer's leave in the parent award.

#### **6.6 Paid Parental Leave**

In addition to the provisions of the *Federal Government Paid Parental Leave Scheme* and the provisions of the relevant Award the following will apply.

- 6.6.1 Fourteen (14) weeks of paid maternity leave (pro rata for part-time employees) will be available to permanent employees after twelve (12) months continuous service.
- 6.6.2 Paid maternity leave will be effective from the date of commencement of maternity leave
- 6.6.3 The period of paid maternity leave is deemed to form part of the fifty-two (52) weeks, or part thereof, of unpaid maternity leave.
- 6.6.4 The period of paid maternity leave is payable once only in connection with each birth or adoption of a child/children to an employee of Council.
- 6.6.5 After twelve (12) months continuous service for permanent employees, one (1) week's paid non-birth partner leave shall be available for the paternal partner immediately following the birth of the child/children or adoption of a child/children.
- 6.6.6 Part-time employees are eligible for paid maternity leave on a pro-rata basis of the employee's contracted hours for the preceding twelve (12) months.

#### **6.7 Service Leave**

Service Leave for employees shall be in accordance with the parent award.

#### **6.8 Leave without Pay**

Periods of leave without pay for special circumstances will be available to all employees at the discretion of the CEO or delegate and such leave will not constitute a break in the continuity of service of the employee. No personal (sick/carers) leave, annual leave and/or long service leave entitlements will be accrued during periods of leave without pay granted under this Clause.

## 6.9 Purchased Leave

Employees may, with the approval of the CEO or delegate, purchase additional periods of annual leave (up to a maximum of four (4) additional weeks leave in any 12 month period). Leave loading is not applicable to purchased leave as this arrangement is outside the annual leave provisions of any industrial instrument. The employee can elect to reduce their annual salary by the corresponding level of unpaid leave sought and re-calculate salary payments over twenty-six (26) fortnights, thus ensuring continual income throughout the year. In the event that an application is not approved the Council will outline the business reasons for this decision in writing to the employee.

## 6.10 Fatigue Leave

Fatigue leave is as per the provisions of the relevant parent award.

## 6.11 Domestic and Family Violence Leave and Other Support

- 6.11.1 Council is committed to supporting and assisting all employees who are victims of domestic and family violence in their work and personal life, particularly employees who may be faced with abusive and/or violent relationships. Council's commitment, strategies and support mechanisms are developed in line with the White Ribbon Australia Guidelines for supportive workplaces.
- 6.11.2 An employee should feel confident in seeking support and discussing threatening situations with a trained Council Officer, Manager or union representative.
- 6.11.3 Employees (other than casual employees) who experience and are victims of domestic violence are entitled to up to ten (10) days paid Domestic and Family Violence Leave each year, in accordance with the full principles of Part 3 Division 7 of the *Industrial Relations Act 2016*. A long term casual employee who experiences and is a victim of domestic violence is entitled to ten (10) unpaid days each year. A short term casual employee who experiences and is a victim of domestic violence is entitled to two (2) unpaid days each year. This leave is separate to other leave accruals and employees are also able to access other leave types for periods related to Domestic or Family Violence.
- 6.11.4 It is acknowledged that employees facing domestic or family violence situations may not be in a position to supply supporting documentation. In principle requests for leave associated with these situations will not be unreasonably refused and they will be handled in a sensitive, confidential, supportive and non-judgemental manner.
- 6.11.5 Council will not discriminate or take any adverse action against an employee if attendance or work performance is impacted as a result of being a victim of family or domestic violence. In return it is expected that employees affected will seek assistance and advise their nominated council contact person of the general progress of that assistance as appropriate.

## 6.12 Natural Disaster and Extreme Weather Event Leave

- 6.12.1 When a situation occurs where an employee is affected as a result of a Natural Disaster (including an undeclared natural disaster) or Extreme Weather Event caused by but not limited to, a natural flood, cyclone, bushfire, tsunami or earthquake events, the employee shall be granted leave without loss of pay for up to a maximum of three (3) days and such leave is subject to approval by the CEO or delegate.
- 6.12.2 Clause 6.12.1 above would apply where employees are unable to:
  - report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there and perform their required or alternative duties or attend training;
  - work remotely (e.g. from home); or
  - where continuing to work under extreme conditions is inadvisable due to Work Health and Safety considerations and the employee is required to leave the work site and return home.

6.12.3 Clause 6.12.1 above would apply to natural disasters or extreme weather events to undertake the following activities:

- ensure protection of family, property and livestock;
- secure their residence and belongings;
- undertake temporary or emergency repairs; and/or
- clean up to restore dwelling to a habitable state.

6.12.4 In situations other than natural disasters or extreme events where an employee is required to return home, they must seek approval to leave work and will be eligible to access other forms of accrued leave excluding personal leave

## **PART 7 CHANGE MANAGEMENT**

### **7.1 Job Security**

Council will maintain a workforce during the term of this Agreement.

### **7.2 Redundancy**

Redundancy occurs where Council has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and that decision could lead to the termination of employment of the employee.

Consultation with the affected employees will occur as per the provisions outlined under Clause 7.3 - *Workplace Change Notification*.

In situations where more than one position is to be made redundant, Council may seek expressions of interest which will be given consideration prior to finalising the process.

An employee whose employment is terminated by reason of redundancy is entitled to severance pay of two (2) weeks per year of continuous service with a maximum of thirty eight (38) weeks payments as well as applicable notice provisions for termination and other accrued entitlements payable on termination.

'Weeks pay' means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- Overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### **7.2.1 Alternative Employment**

Council, in a particular redundancy case, need not pay or comply with severance pay prescription if Council obtains acceptable alternative employment for the employee.

Employees may be offered reasonable redeployment at level to a position anywhere within Council with preference given to placement within the employee's occupational stream and skill set. Employees cannot refuse a position offered within their occupational stream at level for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.

'Reasonable redeployment' is defined as an alternate position at the employee's level, maintaining the employee's current span and spread of hours, within the employee's 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 agreed time frame.

The employee may claim that the position offered to them was not reasonable redeployment and such disputes shall be dealt with in accordance with *Clause 1.7 - Grievance and Dispute Resolution Procedure* as set out in this Agreement.

Where an employee refuses a position that is deemed by Council to be suitable, they are deemed to have resigned their employment and will terminate without redundancy payment.

#### **7.2.2 Employees Exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specific task or tasks; or
- casual employees.

### **7.3 Workplace Change Notification**

Council is committed to professional workplace change and will undertake workplace change in accordance with the parent award and *Industrial Relations Act 2016*.

#### **7.3.1 Council's duty to notify**

7.3.1.1 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.

7.3.1.2 '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.

7.3.1.3 Where this agreement makes provision for alteration of any of the matters referred to in clauses 7.3.1.1 and 7.3.1.2 an alteration shall be deemed not to have significant effect.

#### **7.3.2 Council's duty to consult over change**

7.3.2.1 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).

7.3.2.2 The consultation shall occur as soon as practicable before making the decision referred to in clause 7.3.1.

7.3.2.3 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.

7.3.2.4 Notwithstanding the provision of clause 7.3.2.3 Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

### **7.4 Union Encouragement / Positive Employment Relations**

Union encouragement, union delegates, trade union training leave, and right of entry are covered in the parent award and/or in the *Industrial Relations Act 2016*.

#### **7.4.1 Meetings**

Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations with Council subject to operational convenience.

#### **7.4.2 Meeting Notices and Newsletters**

Council will provide an accessible space within each work location for the posting of the parent award and this Agreement and notices pertaining to employment relations within the workplace produced by the union. The union workplace delegate will be provided with access to this space.

### **7.5 Joint Consultative Committee**

7.5.1 Council and the unions agree to establish and maintain a JCC.

- 7.5.2 The purpose of the JCC is to act as the primary consultation and industrial relations forum between Council, unions and employees concerning the Agreement and other workplace relations matters that may impact across Council operations.
- 7.5.3 The parties are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity to raise and discuss relevant matters.
- 7.5.4 The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed Terms of Reference.
- 7.5.5 The Terms of Reference for the JCC will carry forward as per the current Terms of Reference.

## **7.6 Anti-Discrimination and Equal Employment Opportunity**

Council shall conduct its operation with a positive awareness of anti-discrimination and equal employment opportunity legislation.

## **7.7 Bullying and Harassment**

- 7.7.1 Council and its employees are committed to the elimination of violence, aggression and bullying in the workplace. To achieve this, Council and its employees will continue to develop and support policy and procedures to combat workplace bullying.
- 7.7.2 Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying, and when an occurrence of bullying is identified, Council will ensure all practical steps are taken to prevent further bullying.
- 7.7.3 Workplace harassment or bullying can be committed by:
  - an employer;
  - a worker;
  - a co-worker;
  - a group of co-workers;
  - a client or customer; or
  - a member of the public.

Workplace bullying is when someone repeatedly does or says something to you that:

- creates a risk to your health and safety at work;
- is repeated; and
- is unreasonable and would victimise, humiliate, intimidate or threaten most people if it happened to them.

## **PART 8 CLASSIFICATION, CAREER DEVELOPMENT AND TRAINING**

### **8.1 Classification**

All positions will be classified in accordance with the parent award. Where an individual employee believes that they should be reclassified according to the award, they can raise such matters with POD for resolution.

### **8.2 Career Development / Succession Planning**

- 8.2.1 The parties recognise that succession planning is a critical activity of Council due to the relatively large number of staff with extensive experience and corporate knowledge approaching retirement. Further, the parties recognise that succession planning is a shared responsibility between management and staff.
- 8.2.2 The parties agree that during the life of this Agreement succession-planning initiatives such as, but not limited to, the following will be explored:
  - a) maximising the opportunity for personal growth and development providing higher duty appointments of reasonable periods; and
  - b) graduated work/family transition program for employees.

### **8.3 Employee Development and Training**

- 8.3.1 Employee Development

- 8.3.1.1 The parties recognise the benefits of developing employees and providing opportunities which enhance the ability of employees to contribute to both their own and Council's development through:
- a) new knowledge and skills in order to maintain a high level of service within a constantly changing operating environment;
  - b) encouragement and support throughout this process; and
  - c) a planned approach to employee development, which encourages the creation of a highly skilled and flexible workforce.

### 8.3.2 Employee Involvement

8.3.2.1 The parties to this Agreement recognise that the input of all stakeholders will assist in achieving the above objectives.

8.3.2.2 During the life of this Agreement, the parties will seek employee feedback in regard to ongoing development needs and incorporate these, where possible, into operational strategies.

### 8.3.3 Employee Training

Council will continue to focus organisational improvement through strategies which:

- a) encourage open communication between all levels within and across the organization;
- b) provide a framework for employees to plan and develop career goals and learning needs through an employee development and feedback process;
- c) facilitate and encourage the improvement of language, literacy and numeracy skills with Council;
- d) provide opportunities for multi-skilling through job rotation, job exchange, secondment, higher duties;
- e) recognise and reward exceptional contributions and performances;
- f) foster the development of effective work teams.

## PART 9 DEFINITIONS/ABBREVIATIONS

### 9.1 Definitions

- **Casual Employee** - an employee who has been engaged and paid as such, who is employed on an irregular and non-systematic basis for periods of employment with breaks in employment contracts.
- **Commission/QIRC** - the Queensland Industrial Relations Commission.
- **Council** - Toowoomba Regional Council.
- **Employee's Household** - a member of the employee's immediate family or a person who lives with the employee and for whom the employee is financially responsible.
- **Immediate Family** - immediate family includes -
  - The employee's spouse; and
  - A child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild, or sibling of the employee or the employee's spouse.
- **Management** - Chief Executive Officer, General Manager, Executive Manager or Manager.
- **Medical Certificate** - a certificate signed and dated by a registered medical practitioner.
- **Ordinary Fortnightly Wage** - monies the employee would receive including allowances, overtime or similar types of additional payments consistent with the Australian Taxation Office definition of ordinary time earnings.
- **Registered Medical Practitioner** - a medical practitioner registered, or licensed, under a law of a State or Territory that provides for registration or licensing of health practitioners (or health practitioners of that type).
- **Spouse** - spouse of an employee includes a former spouse of the employee.
- **Stakeholders** - employees, community, customers, elected Mayor and Councillors, management and unions.
- **Union** - a union registered in the State of Queensland and listed in Clause 1.2 of this Agreement.
- **Work Team** - employees engaged in a Section/Unit of a Branch.
- **Wage** - wages that are paid for work performed by the employee.
- **50% Simple Majority** - 50% of employees plus 1 vote.
- **65% Agreed Majority** - 65% of employees.

### 9.3 Abbreviations

- **CEO** – Chief Executive Officer;
- **JCC** – Joint Consultative Committee;
- **MPOD** – Manager People and Organisational Development;
- **POD** – People and Organisational Development Branch;
- **QIRC** – Queensland Industrial Relations Commission;
- **RDO** –Rostered Day Off;
- **TOIL** – Time off in lieu of overtime;
- **TRC** – Toowoomba Regional Council;
- **WFA** –Workforce Flexibility Arrangement;
- **WHS** – Work Health and Safety.



## PART 10

## SCHEDULE A – PAY RATES

<b>Queensland Local Government Industry (Stream A) Award – State 2017</b>					
<i>Division 2: Section1 – Administration, clerical, technical, professional, community services, supervisory and managerial services</i>					
<b>Level</b>	<b>Increment</b>	<b>1<sup>st</sup> Pay Period July 2017 Annual Rate</b>	<b>1<sup>st</sup> Pay Period July 2018 Annual Rate</b>	<b>1<sup>st</sup> Pay Period July 2019 Annual Rate</b>	<b>1<sup>st</sup> Pay Period July 2020 Annual Rate</b>
<b>1</b>	<b>1</b>	\$47,587.65	\$48,682.17	\$49,850.54	\$51,096.80
	<b>2</b>	\$48,375.04	\$49,487.67	\$50,675.37	\$51,942.26
	<b>3</b>	\$49,475.57	\$50,613.51	\$51,828.23	\$53,123.94
	<b>4</b>	\$50,655.88	\$51,820.97	\$53,064.67	\$54,391.29
	<b>5</b>	\$52,116.78	\$53,315.46	\$54,595.04	\$55,959.91
	<b>6</b>	\$53,630.24	\$54,863.74	\$56,180.47	\$57,584.98
<b>2</b>	<b>1</b>	\$55,160.98	\$56,429.68	\$57,783.99	\$59,228.59
	<b>2</b>	\$56,673.11	\$57,976.59	\$59,368.03	\$60,852.23
	<b>3</b>	\$58,190.56	\$59,528.94	\$60,957.63	\$62,481.58
	<b>4</b>	\$59,749.20	\$61,123.43	\$62,590.39	\$64,155.15
<b>3</b>	<b>1</b>	\$61,313.15	\$62,723.36	\$64,228.72	\$65,834.43
	<b>2</b>	\$62,874.45	\$64,320.56	\$65,864.26	\$67,510.86
	<b>3</b>	\$64,443.72	\$65,925.93	\$67,508.15	\$69,195.85
	<b>4</b>	\$66,007.68	\$67,525.85	\$69,146.47	\$70,875.14
<b>4</b>	<b>1</b>	\$67,572.96	\$69,127.14	\$70,786.19	\$72,555.84
	<b>2</b>	\$69,142.23	\$70,732.50	\$72,430.08	\$74,240.83
	<b>3</b>	\$70,708.84	\$72,335.15	\$74,071.19	\$75,922.97
	<b>4</b>	\$72,272.80	\$73,935.07	\$75,709.51	\$77,602.25
<b>5</b>	<b>1</b>	\$73,838.08	\$75,536.36	\$77,349.23	\$79,282.96
	<b>2</b>	\$75,406.02	\$77,140.36	\$78,991.73	\$80,966.52
	<b>3</b>	\$76,976.62	\$78,747.08	\$80,637.01	\$82,652.94
<b>6</b>	<b>1</b>	\$79,630.16	\$81,461.66	\$83,416.74	\$85,502.16
	<b>2</b>	\$82,283.71	\$84,176.23	\$86,196.46	\$88,351.37
	<b>3</b>	\$84,943.89	\$86,897.60	\$88,983.14	\$91,207.72
<b>7</b>	<b>1</b>	\$87,597.43	\$89,612.17	\$91,762.86	\$94,056.94
	<b>2</b>	\$90,249.64	\$92,325.39	\$94,541.20	\$96,904.73
	<b>3</b>	\$92,907.17	\$95,044.04	\$97,325.09	\$99,758.22
<b>8</b>	<b>1</b>	\$96,093.55	\$98,303.70	\$100,662.99	\$103,179.56
	<b>2</b>	\$99,281.25	\$101,564.72	\$104,002.28	\$106,602.33
	<b>3</b>	\$102,463.64	\$104,820.31	\$107,335.99	\$110,019.39
	<b>4</b>	\$105,458.68	\$107,884.23	\$110,473.45	\$113,235.28
	<b>5</b>	\$108,448.40	\$110,942.71	\$113,605.33	\$116,445.47

**PART 11 EXECUTION OF AGREEMENT**

Signed for and on behalf of TOOWOOMBA REGIONAL COUNCIL

Arun Damien Pratap

\_\_\_\_\_  
Acting Chief Executive Officer

Dated 22/05/2018

In the presence of:

Donna Johnson

\_\_\_\_\_  
Witness name

Donna Johnson

\_\_\_\_\_  
Witness signature

Dated 22/05/2018

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

Adam Kerlake

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Name:

Dated 23/05/2018

In the presence of:

Kaylene Scott

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Witness name

K Scott

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Witness signature

Dated 23/05/2018

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

Neil Henderson

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Name:

Dated 21/05/2018

In the presence of:

Jane Grey

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Witness name

J Gray

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Witness signature

Dated 21/05/2018

Signed for and on behalf of the Australian Workers' Union of Employees Queensland (AWU)

S K Baker

Acting Secretary

Name:

Dated 23/05/2018

In the presence of:

Breanna Beattie

Witness name

B Beattie

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Witness signature

Dated 23/05/2018