

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Fraser Coast Regional Council

AND

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

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

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

United Voice, Industrial Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

(Matter No. CB/2018/78)

FRASER COAST REGIONAL COUNCIL CERTIFIED AGREEMENT 2018

Certificate of Approval

On 4 July 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

- Name of Agreement:** *Fraser Coast Regional Council Certified Agreement 2018*
- Parties to the Agreement:**
- Fraser Coast Regional Council;
 - Queensland Services, Industrial Union of Employees;
 - The Australian Workers' Union of Employees, Queensland;
 - Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
 - Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees;
 - United Voice, Industrial Union of Employees, Queensland;
 - The Electrical Trades Union of Employees Queensland; and
 - Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.
- Operative Date:** 4 July 2018
- Nominal Expiry Date:** 15 March 2021
- Previous Agreements:** *Fraser Coast Regional Council Certified Agreement 2015 - CA/2015/5; and
Wide Bay Water Corporation Certified Agreement 2015 - .CA/2015/6.*
- Termination Date of Previous Agreements:** 15 March 2018 (Matter No CB/2018/77)

By the Commission

A.L. BLOOMFIELD
Deputy President.
12 July 2018

Fraser Coast Regional Council Certified Agreement 2018

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1.1 Title

This Agreement shall be known as the Fraser Coast Regional Council Certified Agreement 2018.

1.2 Definitions and Abbreviations**Definitions**

Act	means the <i>Industrial Relations Act 2016</i> (Qld), as varied or replaced from time to time.
Award	means the relevant award: 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
CPI	means the annual March quarter ABS 6401.0 All Groups Consumer Price Index for Brisbane published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics stops publishing the CPI, then CPI means the index officially substituted for it.
Employer	means Fraser Coast Regional Council.
QES	means the Queensland Employment Standards contained in Chapter 2, Part 3 of the <i>Industrial Relations Act 2016</i> (Qld).

1.3 Application and Parties Bound by the Agreement

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

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

1.3.2 This Agreement is binding on the following parties:

- The Employer and all its current and future employees regardless of membership of any relevant union;
- Queensland Services, Industrial Union of Employees; (QSU)
- The Australian Workers Union of Employees Queensland (AWUEQ);
- Construction, Forestry, Mining and Energy, Industrial Union of Employees Queensland (CFMEU);
- Automotive, Metals, Engineering, Printing & Kindred Industries Industrial Union of Employees Queensland (AMWU); and
- United Voice, Industrial Union of Employees Queensland (UV previously LHMU).

- The Electrical Trade Union of Employees Queensland (ETU); and
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (PGEU);

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

1.4 Date and Period of Operation

This Agreement shall operate from the date of certification (4 July 2018) and remain in force until 15 March 2021, except where otherwise provided for in the Agreement.

1.5 Relationship to Awards and Industrial Instruments

This Agreement shall be read and interpreted wholly in conjunction with, but not limited to, the following Awards covering Council employees. In the event of any inconsistency between this Agreement and an Award, the terms of this Agreement shall prevail. Where this Agreement is silent the terms of the relevant Award shall apply.

- 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

1.6 Dispute Resolution

1.6.1 This clause applies to a dispute regarding:

- (a) a matter arising under this Agreement and/or an Award; or
- (b) the Queensland Employment Standards; or
- (c) any work related matter.

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

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

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

Stage 1 – Refer to immediate Supervisor

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

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

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

Stage 2 – Refer to next level of management

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

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

Stage 3 – Refer to Chief Executive Officer

Where the procedure in Stage 2 has not resulted in an agreed resolution of the grievance/dispute the matter will be referred to the Chief Executive Officer (CEO) within 48 hours.

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

Stage 4 – Refer to External Agencies

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

1.6.4 The Commission may deal with the dispute as follows—

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

Note:

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

1.6.5 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act.

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

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

1.7 No Extra Claims

The parties agree that this is a closed Agreement and there will be no extra claims during the life of this Agreement for increases in wages, salaries or conditions of employment (except for those decisions of the QIRC that are handed down as a general ruling) above those provided under the terms of this Agreement.

1.8 Individual flexibility Agreement

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

Part 2: Employment

2.1 Types of Employment

The Employer shall engage employees on terms that correspond with a form of employment prescribed within this clause and in accordance with the full provisions of the relevant Award unless otherwise provided for in this Agreement.

2.2 Employment Categories

Categories of employment with the Employer are:

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

2.3 Full-Time Employment

Full-time employment means all employment which requires the employee to work the required ordinary hours per week in accordance with this Agreement and the relevant Award, excluding maximum-term, part-time, job-share or casual employment.

2.4 Part-Time Employment

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

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

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

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

2.5 Casual Employment

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

- (a) For attendance at any staff meetings casual employees will be paid a minimum of one hour.
- (b) When undertaking aquatic classes, casual employees will be paid a minimum of one hour.

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

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

2.5.1 Hours of duty and meal breaks

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

Ordinary daily hours shall be worked continuously, provided that no casual employee will be required to work continuously for more than 6 hours without a meal break (minimum of 30 minutes in duration). This break will not be counted as working time. If a meal break is not given after six hours, double time shall be paid for all time worked until such time as the meal break is provided.

2.5.2 Rate of pay – casual employee

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

2.5.3 Casual conversion

Casual conversion will not apply for casual employees engaged at Council's aquatic centres, galleries, museums and theatres.

2.6 Maximum-Term Employment

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

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

When offering employment on a maximum-term basis, the Employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment and that employment beyond the period is not expected.

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

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

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

2.7 Job-Sharing

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

A job-share Agreement setting out terms, conditions and requirements of the arrangements shall be agreed to by the Council and the employees undertaking the share arrangement prior to the arrangement commencing. At the time of acceptance of the job-share arrangement, it will be made clear in writing whether the arrangement is a temporary or permanent arrangement. However, in the event that one of the employees party to the job-share arrangement leaves the job-share position, Council will firstly enter into discussions with the remaining job-share employee as to the future arrangements to the position before any decision is made.

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

2.8 Probationary Period

The Employer will employ all employees other than casual employees on an initial probationary period. The initial probationary period shall be for a period of three (3) months.

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

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

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

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

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

Part 3: Remuneration

3.1 Wage and Salaries

3.1.1 Employees will receive the wages specified in Schedule 1.

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

- Uniforms and laundry allowance
- Leading hand allowance (refer clause 3.4.2)

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

3.2 Wage and Salary increases

3.2.1 The Employer's new wage schedule will be effective as below, in accordance with Schedule 1:

Year 1 Effective from 19 April 2018 – pay increase equivalent to \$30 *per* week [for employees whose classifications fall within the Queensland Local Government Industry (Stream B) and (Stream C) Award – State 2017 only] *or All Brisbane CPI December Quarter or 2.5% whichever is greater.*

Year 2 Effective from 19 April 2019 - pay increase equivalent to *All Brisbane CPI December Quarter or 2.0% whichever is greater.*

Year 3 Effective from 19 April 2020 - pay increase equivalent to *All Brisbane CPI December Quarter or 2.0% whichever is greater.*

3.3 Incremental changes to Employee classifications

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

3.4 Allowances

3.4.1 Annualised Allowances

The annualised allowances in Schedule 2 will take effect on certification of this agreement.

3.4.1.1 Where employees are allocated to another work group on a temporary basis for a period of five (5) full consecutive working days or more and are performing substantially the same type of work as the work group, the employee will be eligible for the annualised allowance of their temporary work group on a pro rata daily basis for the temporary period.

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

The annualised allowances listed in Schedule 2 will be subject to increases in accordance with the percentage wage increase contained in Clause 3.2 and will be effective from first full pay period on or after 1 July annually.

Any allowances not included in the annualised allowance schedule, but provided for in the Awards, will be payable on an as claimed basis.

3.4.2 Team Leader Incentive Payment

Employees whose classifications fall within the Queensland Local Government Industry (Stream B) and (Stream C) Award – State 2017, and appointed by the Employer as a Team Leader will receive a Team Leader Incentive Payment in lieu of the Leading Hand Allowance specified in the Award as follows:

In charge of 2 or more but less than 6 employees	\$ 8.02 per day
In charge of 6 or more but less than 11 employees	\$12.04 per day
In charge of 11 or more employees	\$16.00 per day

- a) The Team Leader Incentive payment will not be paid for periods of leave.
- b) The Team Leader Incentive Payment does not attract penalty rates.
- c) The Team Leader Incentive Payment will attract superannuation guarantee payment.
- d) The Team Leader Incentive payment will be subject to increases in accordance with the percentage wage increase contained in clause 3.2.1 and will be effective from first full pay period on or after 1 July annually.

3.5 On-call arrangements

Definitions

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

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

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

3.5.1 On-Call Allowance

- (a) An employee on-call is required to be available to perform emergency work if required by Council. An employee rostered to be on-call will be paid an allowance (On-call Allowance) of \$45 per day for the period that the employee is required to be available for emergency work.
- (b) To be eligible for the allowance, the employee must have been instructed to be on-call and available for work, be readily contactable, in a fit state to perform the work and be within reasonable travelling distance of the work site (if on site attendance is required).
- (d) Employees whose period of on-call duty includes or coincides with a public holiday shall have one day added to their RDO bank for each such holiday on which the employee is required to be on-call.
- (e) The on-call allowance will be subject to increases in accordance with the percentage wage increase contained in clause 3.2.1 and will be effective from first full pay period on or after 1 July annually.

3.5.2 Call Out Payment

- (a) The overtime rates and minimum payments applicable for call outs are:
- *Monday to Friday*
Minimum payment of four (4) hours
Three (3) hours at time and a half and double time thereafter
 - *Saturday*
Minimum payment of three (3) hours
Three (3) hours at time and a half and double time thereafter
 - *Sunday*
Minimum payment of three (3) hours at double time.
- (b) If an employee is required to leave home and travel to a workplace to perform necessary emergency work, such work will be paid at the prescribed overtime rates from the time the employee leaves home to commence work until the time the employee returns home.
- (c) Employees not in receipt of on-call allowance but who may be required to support the operation of the on-call service agree to continue to assist as required on a call out basis subject to reasonable consideration of employee wellbeing and work-life balance. In such circumstances, the relevant overtime payments outlined in this clause above shall apply.
- (d) No minimum payment shall apply where work is performed immediately preceding or following and/or continuous with ordinary hours.
- (f) Where an employee is called out on more than one occasion on any one day, the employee shall not be entitled to be paid more than 6 hours of the minimum payment prescribed in clause 3.5.2 (a). For any work undertaken outside the minimum payment prescribed, the employee will be paid for time worked at the applicable overtime rates.
- (g) When the operator has had to leave home to attend a problem on site whilst on-call, the rest break conditions as per this clause will apply.

3.5.3 Telemetry Calls

- (a) On Call Officers required to respond to telemetry calls (no site attendance) shall be paid one (1) hour per telemetry call at their ordinary time rate except:
- that more than one call within the same hour is classed as one telemetry call; and
 - if a call activity extends for more than sixty (60) minutes, it will be classed as two (2) call outs.
- (b) If there have been so many telemetry calls to significantly disrupt sleep, for safety reasons, the Supervisor must be informed. He/she may immediately send the employee home when the employee reports for duty for a rest break.

Alternatively, the parties may agree that it is safe for the employee to undertake normal duties but the employee may be directed to leave work early, without loss of pay, or be paid overtime or TOIL for an agreed period of disrupted sleep.

- (c) The significant disruption to sleep criteria used by the Supervisor will be a ten (10) hour break commencing after the second telemetry call which takes effect when there have been two calls or more between the period of 8.30pm to 1.5 hours before normal start time. For example:
- A single telemetry alarm call will not trigger the rest break rule.
 - After a second telemetry call the ten (10) hour rest break rule applies.
 - If there are two telephone alarm calls at 9.30pm and 10.30pm, the operator is to start work the next day ten hours after the second call finishes.

- Telephone alarm calls at 6.00pm and 8.00pm will not trigger the rest break rule.
- For a telephone alarm call lasting from mid-night to 1.30am, the operator is to start work next day at 11.30am, that is 10 hours after the second telemetry call-out.
- If any telemetry alarm call continues past 8.30pm it will be deemed the first alarm call. For example:
 - Site call-out requiring pump station attendance from 6.00pm to 8.40pm, pay as per call out payment (a) above plus – one call counted for rest break criteria.
 - Telemetry alarm call lasting from 8.00pm to 8.40pm pay for one hour – first rest break alarm call.
 - Telephone and/or computer from 8.00pm to 8.20pm pay for one hour – not first call.

3.5.4 Communication and Transport

Employees who are placed on an on-call roster shall be provided with effective communication equipment and commuter transport whilst on-call.

3.6 Rest breaks

The Employer recognises the importance to minimise the potential for fatigue-related impairment and is committed to the assessment and control of work related factors which may contribute to fatigue.

If an employee's actual hours worked during any single call out or multiple call outs (cumulative) between 8pm and 1.5 hours before normal start time is 2 hours or more, the employee shall be required to have a 10 hour break, without loss of pay, commencing on the completion of the last job (that is, when the employee has completed the work and returned home).

If the employee is directed by the Employer to resume duties or continue to work without having 10 hours off duty, the Employee will be paid 200% of their ordinary rate of pay for the time worked until they are released from duty.

The employee will then be entitled to be absent until he/she has had 10 consecutive hours off duty, without loss of pay for the ordinary hours s/he would normally have worked.

3.7 Conditions

The entitlement in this clause is provided in lieu of any on-call and 10 hour break allowance or penalty payable under the Award, such that any employee who is on call in accordance with this clause will not be entitled to the relevant Award provision..

Part 4: Hours and Flexible Working Arrangements

4.1 Christmas Close-down

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

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

4.2 Wet Weather RDO

Managers may require those employees who work outdoors to take up to two (2) single RDOs in a twelve (12) month period during wet weather, subject to the following conditions:

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

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

4.3 Natural Disaster Leave

Where a severe weather event occurs e.g., a natural flood, cyclone or severe storm, bushfire or earthquake event, employees shall be permitted to up to a maximum of 5 days natural disaster leave without loss of pay, subject to approval by the CEO. Natural Disaster Leave may be granted in the following circumstances:

- (a) an employee is unable to perform the required functions and reasonable duties or where continuing to work under extreme conditions is unadvisable or not practical;
- (b) an employee is unable to attend 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;
- (c) an employee is absent from his/her usual place of residence on approved leave or during a weekend and is unable to return in sufficient time to commence work;
- (d) an employee is required to return to his/her home before the usual ceasing time to ensure his/her own safety, the protection of family and property or the availability of transport facilities which may be disrupted or discontinued because of weather conditions;
- (e) an employee must of necessity remain at home to safeguard family or property; or
- (f) an employee remains at home to have temporary repairs effected, restore belongings, clean up etc.

4.4 Specific Projects/Tasks

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

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

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

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

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

Overtime will be paid where:

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

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

Only in exceptional circumstances shall the Manager require an employee to work overtime beyond ten (10) ordinary hours per day or beyond their ordinary hours for one week.

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

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

4.4.1 Employee Consultation and Notice

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

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

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

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

4.5 Span of Ordinary Hours

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

- (a) the Employer may require for the operational areas identified in Schedule 3, the ordinary hours to be worked:
 - on any five (5) consecutive days in the week (Monday to Sunday inclusive), with a minimum of a 2 day break between each five (5) consecutive days;
 - from 5.00 am to 7.00 pm; and
 - up to a maximum of ten (10) hours per day subject to Agreement between the Employer and the majority of the affected employees.

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

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

4.6 Employee work locations

4.6.1 Employees required to travel to a different work location

On occasion, employees may be required to work at/from any site and or travel to a different site within Fraser Coast Regional Council. Where employees use their own private vehicle for the purpose of travelling between work sites, they shall be paid a rate per kilometre in accordance with the rates set by the ATO as amended from time-to-time. These rates will be paid to employees for any additional kilometres in excess of 20 kilometres travelled each way between the old and new workplace compared to the travel from their old workplace or depot.

Where the travel is in excess of 20 kilometres one way between the usual work site and the different work site, Council will provide a minimum of forty-eight hours' notice of the requirement to travel to a different work location. Where notice as specified is not provided, the employee may refuse to undertake the travel.

4.6.2 Employees Permanently and Temporarily Transferred to Alternative Work Location

As far as practicable, existing work locations for employees should be maintained. However if due to operational and organisational requirements Council proposes to change the work location/s of any employee, they will consult with employees and their unions in accordance with clause 6.4 Workplace Change Notification. An employee has the right to claim a case of undue hardship against a proposed change to the employee's permanent work location. Claims for undue hardship will be dealt with in accordance with the Grievance and Disputes Procedure contained within this Agreement.

Prior to proposing changes to work location/s, Council may seek (where practicable and at its discretion) expressions of interest from employees within the same occupation group who may wish to change work location.

4.6.3 Travel allowance entitlement

(a) Travel Time

The employee will travel in their own time. The employee is not entitled to payment for travel time.

(b) Travel Distance

Where an employee drives their motor vehicle to the new work location the employee shall be paid a rate per kilometre in accordance with the rates set by the ATO and amended from time-to-time for the distance of any additional kilometres (i.e. in excess of 20 kilometres travelled each way between the old and new workplace) compared to the travel from their old workplace or depot, for a period of twelve (12) weeks.

Travel distance shall be calculated on the basis of the shortest practical route of travel.

The amount of the allowance to be paid will be fixed as a daily rate with the employee at the time the employee is required to transfer based on current residential address and work location and only varied in the event of a change in the employees work location as a result of a request by Council.

In the event that an employee's residential address changes the following will occur –

1. employee's residential address changes and is closer to the new work location: the travel allowance will be reassessed and recalculated based on the new residential address;
2. employee's residential address changes and is further away from the new work location: travel allowance will remain fixed in accordance with the original calculation at the time of transfer.

(c) Exceptions

Employees are not entitled to travel allowance entitlements in the following circumstances:

1. Travel is not considered excessive if the new workplace is less than 20 km from previous workplace or travel is less than or equal to the distance from home to previous workplace than from home to new workplace.
1. In instances where employees chose to carpool, the travel allowance rate per kilometre will only be paid to the employee that drives and owns the motor vehicle;
2. Employee voluntarily elects or requests a transfer to another workplace, this is agreed by the Employer and meets organisational requirements;
3. Payments will not be made for days when an employee is not attending work for example, public holidays, personal, annual or long service leave.
4. Employees have previously received travel allowance in accordance with this clause.
5. Employees have previously worked out of the workplace they have been transferred to.
6. Employees have been provided with twelve (12) weeks notice of the change.

The entitlement in clause 4.6 is provided in lieu of any travel allowance payable under the relevant Award, such that any employee who travels will not be entitled to such an allowance.

4.7 Flexible Work Arrangements

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

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

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

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

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

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

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

Where the Employer seeks to change an employee’s existing mutually agreed flexible working arrangement, the Employer will provide full details in writing to the employee and the employee’s nominated representative outlining the operational reasons (which may include but not limited to cost, lack of adequate replacement staff, loss of efficiency and impact upon customer service) as to why the existing arrangements are no longer viable and how the proposed alternative flexible arrangements will be more efficient. The Employer shall give consideration to the issues raised by the employee and/or their nominated representative concerning the proposed new flexibility arrangements.

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

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

4.7.1 Existing Flexible Arrangements

- 4.7.1.1. All existing full-time employees (former Fraser Coast Regional Council at 21 January 2009 and former Wide Bay Water Corporation at 9 October 2013) may continue to work their standard hours over a nine (9) day fortnight unless otherwise mutually agreed between the employee and Employer (this includes where an employee is redeployed or transferred at the Employer's request).
- 4.7.1.2. Where an existing employee (former Fraser Coast Regional Council at 21 January 2009 and former Wide Bay Water Corporation at 9 October 2013) applies for a vacant full-time position and is the successful applicant a nine (9) day fortnight or their existing mutually agreed flexible arrangement will be the default unless due to operational requirements this cannot be accommodated.
- 4.7.1.3. Where as a result of 4.7.1.2. the Employer cannot accommodate an existing employee's 9-day fortnight or their existing mutually agreed flexible working arrangement, the Employer will provide full details to the employee and the employee's nominated representative outlining the operational reasons (which may include but not limited to cost, lack of adequate replacement staff, loss of efficiency and impact upon customer service) as to why the existing arrangements are no longer viable and how the proposed alternative flexible arrangements will be more efficient. The Employer shall give consideration to the issues raised by the employee and/or their nominated representative concerning the new flexibility arrangements.

4.8 Rostered Day Off (RDO)

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

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

4.8.1 RDO Banked Time

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

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

4.8.2 Rostered day off (RDO conditions)

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

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

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

4.9 Banked Time (TOIL)

4.9.1 Overview

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

The intention of banked time is to:

- provide employees with greater flexibility with their work hours so that they can better balance their work and family responsibilities;
- provide the Employer with greater flexibility in service delivery; and
- clearly identify overtime hours banked and Rostered Days Off (RDOs) banked as a separate accrual.

4.9.2 Authorisation of Banked Time

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

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

4.10 Banked Time Conditions

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

- (a) the minimum amount of time that may be worked, banked or taken under this clause is thirty (30) minutes;
- (b) employees must obtain their Supervisor's approval to bank the time before they work it;
- (c) leave taken from an employee's bank shall be taken at a time mutually agreed between the employee and their Supervisor. Such agreement shall not be unreasonably withheld;
- (d) employees may bank up to a maximum of five (5) ordinary RDO working days or equivalent working hours at any one time;
- (e) employees may bank up to a maximum of five (5) ordinary working TOIL days or equivalent working hours at any one time;
- (f) in the event that an employee has the maximum TOIL accumulated in their bank, the employee must take the equivalent time banked beyond the maximum accumulation of hours within the same pay period;
- (g) where, due to work requirements, an employee is unable to take TOIL time within the same pay period the employee may elect to be paid at time for time;

- (h) in the event that an employee is unable to take time off within an agreed specified timeframe due to work requirements at the request of the Employer, the Employer will pay out the five (5) days accumulated, if the accumulated days have been banked for a period exceeding twelve (12) months, at overtime rates of pay.
- (i) in the event that an employee has accumulated the maximum banked time (RDO) accrual the employee must take an RDO off within the fortnight. Where, due to work requirements, an employee is unable to take RDO time within the same pay period the employee will be paid such time at the overtime rates of pay; and
- (j) where an employee ceases employment with the Employer, any banked time owing to that employee shall be paid at ordinary time.

4.11 Meal Breaks

Subject to clause 4.4, employees shall be entitled to a meal break of not less than 30 minutes and not more than one hour with such break to occur no later than 6 hours after the ordinary starting time each day.

All work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken. Employees must obtain their Supervisor's approval to work during the recognised meal break before they work it.

Part 5: Leave Provisions

5.1 Annual Leave

5.1.1 Annual Leave Entitlement

Annual leave will be in accordance with the full provisions of the Award subject to clauses 5.1.2 and 5.1.3.

5.1.2 Annual Leave Accruals

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

5.1.3 Additional Annual Leave

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

5.2 Personal Leave

Personal leave may be utilised when an employee is absent from duty due to a personal illness, non-work related injury or carer's responsibilities as defined by clause 5.2.5. Personal leave is only to be taken when an employee is genuinely ill and suffering from an illness or incapacity which prevents attendance at work or for the use to attend medical appointments relating to an illness, incapacity or the prevention of such illness or incapacity (e.g. annual health checks).

An employee's personal leave may accumulate uncapped from 28 May 2015. Employees are not entitled to retrospectively claim personal leave accruals in excess of the maximum thirty two (32) week cap as defined in previous certified Agreements.

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

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

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

5.2.1 Base Entitlement

Employees are entitled to personal leave of fifteen days (15) days per year based on their anniversary date (pro rata for temporary, part-time and job-share employees) as of the date of certification of this Agreement. Personal leave will accrue daily based on the ordinary hours worked by the employee. Employees are not entitled to retrospectively claim fifteen days personal leave. Personal leave will not accrue whilst on leave without pay.

5.2.2 Sickness during Annual or Long Service Leave

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

- (a) the period of the sickness must be five (5) or more working days;
- (b) the employee must provide a certificate signed by a duly qualified medical practitioner certifying that the employee is incapacitated by such illness to the extent that they would be unfit to perform normal duties for a period of not less than five (5) working days;
- (c) the employee must provide written application.

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

5.2.3 Uncertified Sick Leave

An employee shall be entitled to take up to five (5) days sick leave (excluding carer's leave) within a 12 month period without a doctor's certificate, providing any absence that exceeds two (2) consecutive working days is supported by the production of a medical certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to the Employer.

If an employee has taken an aggregate of five (5) uncertified sick leave days without a medical certificate within a 12 month period, all further absences require the production of a medical certificate or other evidence of illness satisfactory to the Employer. The time may, with management Agreement, be debited from an employee's RDO, TOIL, annual or other leave entitlement.

5.2.4 Carer's Leave

An employee is entitled to carer's leave for the purpose of caring for a member of his or her immediate family or a member of his or her household who is ill and requires the employee's care and support. However, an employee is not entitled to take carer's leave for a particular period if another person has taken leave to care for the person for the same period.

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

- (a) a spouse (including de-facto that is a person of the opposite or same sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis);
- (b) a child (including an adopted child, a step-child or an ex-nuptial child);
- (c) a parent, grandparent, grandchild; and
- (d) a sibling.

5.2.5 Return to Work Program (RTW)

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

1. written permission will be sought from the employee to discuss their condition with their treating doctor and to establish the likely return to work date and the Employer will pay all costs associated with this request;
2. the Employer may refer the employee to a medical practitioner of their choice and will pay all costs associated with this consultation;
3. a RTW program will be facilitated and developed in consultation with a medical practitioner (usually the employee's treating doctor); and
4. the Employer will regularly monitor the employee's return to work program in conjunction with the employee and their Supervisor.

5.2.6 Suspension of payment of sick leave

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

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

5.2.7 Fitness for Duty

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

The Employer may:

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

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

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

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

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

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

5.3 Absenteeism Management

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

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

5.4 Significant Illness

5.4.1 Palliative Care

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

5.4.2 Significant Illness

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

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

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

- (a) the Employer reserves the right to consult with an employee's treating medical practitioner regarding their condition, illness or injury and, if necessary, refer the employee to another doctor at the Employer's expense;

(b) employees will not be eligible where:

1. it can be substantiated through (pre-employment medical records or consultation with the employee and/or treating doctor) that the injury is pre-existing (prior to employment with the Employer); or
 2. the treatment and/or surgery is elective (i.e. where the employee decides to undertake the procedure/treatment voluntarily and/or it is not considered essential by the treating practitioner); or
 3. the employee's attendance record shows a pattern of absences which raises concern; or
 4. where personal leave days taken in the preceding 12 months exceeds 15 days (with or without a certificate) (excluding any approved personal leave taken for the purpose of the significant illness); or
 5. where the employee has previously claimed workers' compensation for the condition, illness or injury; or
 6. the employee is issued with a workers' compensation medical certificate stating that the incapacity is work related and the employee chooses not to apply for workers' compensation; or
 7. the employee can be temporarily transferred to an alternative position that accommodates the condition, illness, injury or incapacity; or
 8. the employee has previously received an additional fifty-four (54) days sick leave for the same condition, illness or injury within three (3) years of the date of approval of the previous claim.
- (c) An application for personal leave for a claim for significant illness must be supported by a medical certificate detailing the specifics of the condition, illness and/or injury, the prognosis and the estimated return to work date. All documentation should be provided by a qualified medical practitioner and/or specialist and should cover a period of absence for a minimum of one (1) week's duration.
- (d) Payments will only be effective from the date of the fully completed application. Where the employee has not provided the required documentation (e.g. a medical certificate stating the nature of the condition, illness or injury and the prognosis) approval will be from the date of receipt of such documentation.
- (e) Prior to being granted additional personal leave all existing personal leave entitlements must be exhausted.

5.4.3 Significant Illness for caring purposes

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

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

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

Employees will not be eligible where:

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

5.5 Leave without Pay

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

5.6 Compassionate/Bereavement Leave

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

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

- (a) the employee's spouse; or
- (b) a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.

5.7 Defence Leave

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

Leave shall be approved as follows:

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

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

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

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

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

Additional defence leave may be approved at the discretion of the CEO.

5.8 Long Service Leave

5.8.1 Base Entitlement

All employees shall be entitled to thirteen (13) weeks paid leave after ten (10) years continuous service, with pro-rata entitlement after seven (7) years continuous service (accrued at the rate of 1.3 weeks for each year of equivalent full time service). Employees are not entitled to retrospectively claim long service leave entitlement outlined in this clause.

For existing employees, other than those previously covered by the Local Government Officers' Award 1998, the effective date of the above entitlement is as follows:

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

5.8.2 Taking Long Service Leave

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

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

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

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

- 5.8.2.5 The maximum long service leave accrual allowable will be 13 weeks. When the employee's long service leave balance is in excess of 13 weeks the employee and the Employer may agree when the employee is to take long service leave. However if the employee and the Employer cannot agree the Employer will decide when the employee is to take leave by giving the employee at least 3 months written notice of the date on which the employee must take enough long service leave to reduce their balance to under 13 weeks.
- 5.8.2.6 Employees may access all or part of their accrued long service leave after five (5) years of continuous service. Pro-rata long service leave will be paid on termination of employment after five (5) years of continuous service. In the event of termination of employment by the Employer for any act that entitles the Employer to terminate employment (e.g. serious misconduct), pro-rata long service leave will be paid after seven (7) years of continuous service.

5.9 Parental Leave

5.9.1 Unpaid parental leave

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

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

5.9.2 Paid parental leave

5.9.2.1 *Primary Carer Leave*

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

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

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

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

Primary carer means leave taken by an employee—

- (a) for the birth of their child; or

- (b) to enable them to be the child's primary caregiver.

5.9.2.2 *Secondary Carer Leave*

Employees (excluding casuals) with twelve (12) months continuous service are entitled to access a maximum of two (2) weeks paid secondary carer leave at the time of the birth or adoption of a child. Approval is subject to the production of satisfactory evidence. The payment of secondary carer leave is to be taken from the employee's personal leave balance provided there is a sufficient credit to cover the period of leave.

In the event of a miscarriage/still birth occurring, the employee will be entitled to up to two (2) weeks paid leave from their personal leave entitlements, provided the employee has sufficient accruals to cover the period of payment and provides medical certification for the period of leave.

5.9.3 Service

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

5.9.4 Work Arrangements

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

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

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

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

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

5.10 **Emergency Services Leave**

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

- the employee has completed six (6) months continuous satisfactory service with the Employer;

- the services of the employee are actually required; and
- the operations of the work unit in which the employee is employed are not unduly affected.

The employee must provide the Employer with evidence of:

- the requirement to attend; and
- any earnings paid to the employee by the government or authority.

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

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

5.11 Domestic Violence Leave

In accordance with the *Industrial Relations Act 2016*, employees, other than casual employees, who are victims of domestic violence and need time off work for medical and legal assistance, court appearances, counselling, relocation or to make other safety arrangements may access up to 10 days of domestic and family violence leave on full pay in any given twelve (12) month period.

Leave shall be approved as follows:

- (a) the employee is recovering from an injury caused by the violence; or
- (b) attending an appointment related to the violence, including an appointment to attend counselling, to obtain legal advice, for medical treatment or with police officers; or
- (c) preparing for a court appearance related to the violence; or
- (d) attending court for a proceeding related to the violence; or
- (e) finding housing that is necessary because of the violence; or
- (f) organising child care or the education of a child that is necessary because of the violence.

An employee's entitlement to domestic and family violence leave does not accumulate from year to year. An employee may also access annual leave, banked time or long service leave where domestic and family violence leave has been exhausted.

Requests for domestic and family violence leave must be accompanied by proof of the domestic and family violence such as a medical certificate, or a document issued by the police, a counsellor, or the court.

5.12 Cultural Leave

Employees who are legitimately required by cultural tradition to be absent from work shall be entitled to five (5) days unpaid Cultural Leave per calendar year at the discretion of the CEO. This leave is not cumulative. These days may include, but will not be limited to participation in NAIDOC week celebrations.

These days may be accessed as leave without pay or accessed as other paid leave entitlement e.g. annual leave, banked time or long service leave.

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

6.1 Contracting/Outsourcing

It is the clear position of Council to utilise and promote the use of its existing “in house” permanent Council employees for the undertaking of Council’s works, services and operations. During the life of this agreement, Council will minimise the contracting out or leasing of any works and services currently provided by Council’s existing permanent workforce, and the parties acknowledge that Council may seek to contract/outsouce works and services in the following circumstances:

- in the event of staff shortages; or
- the lack of available infrastructure capital and the cost of providing technology; or
- extraordinary or unforeseen circumstances; or
- it can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
- where Council’s own permanent workforce and plant has been utilised and optimised in the first instance wherever practicable.

Management reserves its right to allocate resources, works and services. Where Council seeks to contract out or lease any Council works and services provided by “in house” permanent Council employees in accordance with the above criteria, the relevant unions will be consulted as early as possible. Discussions in accordance with Clause 6.4 ‘Workplace Change Notification’ must take place before any steps are taken to call tenders for the provision of Council’s services by an external provider.

Council will ensure that all relevant unions are aware of any proposals to contract out or lease Council functions by providing the relevant union/s with formal written notification.

For the purpose of consultation the relevant union/s will be given all relevant documents including the proposed contract and schedules where practical.

It is the responsibility of the relevant unions to participate fully in discussions on any proposals to contract out or lease any Council functions.

Council will be required to provide the union as part of the written notification with the following information:

- why the service cannot continue to be delivered by local government employment;
- the impact on the local government workforce;
- how the proposed initiative will improve local government service delivery;
- any social and/or economic impact on the local community;
- communication and consultation strategies, including managing the impact on the tenured local government workforce and effected employees; and workforce transition plans for deployment, redeployment and retraining; and
- the full cost implications for Council.

If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease any council functions, the Council will:

- negotiate, with relevant unions, employment arrangements to assist employees to move to employment with the contractor;
- ensure that employees are given the option to take up employment with the contractor;
- ensure that employees are given the option to accept deployment/redeployment with the Council or a voluntary redundancy; and
- ensure that as a last resort employees are offered a redundancy as defined in clause 6.5.

6.2 Employment Security

Fraser Coast Regional Council is committed to job security and the promotion of career paths for its permanent employees and will maintain a permanent workforce during the term of this Agreement. The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement. Volunteers, other unpaid persons or trainees will not be used to fill vacant positions.

Council will manage workplace reforms in accordance with clause 8.4 - Consultation and Notification of Workplace Change and in accordance with the commitments in clause 6.5 to maintain a permanent workforce and consider redundancy as a last resort. Council acknowledges that the existing permanent core operational workforce is required to undertake the current level of service provision and Council is committed to utilising its own permanent workforce.

In some cases there will be a need to relocate existing employees and/or offer redundancies in accordance with Council's applicable redundancy policy and provisions to meet the needs of service delivery.

The parties agree that the implementation of productivity and efficiency initiatives should enhance the operations of the Council.

The parties are committed to optimising job security of employees by:

- a) the Council continuing to manage its workforce to achieve efficiencies and continuous improvement of work practices in consultation with employees;
- b) using natural attrition and re-allocation of duties after consultation in preference to redundancies, where a reduction in employee numbers is to be achieved;
- c) training and educating employees and providing retraining where appropriate;
- d) career development and equal opportunity; and
- e) timely advice to the parties and employees about any significant re-allocation of labour and changes to service delivery.

The parties agree to fully co-operate in achieving the above principles, including re-allocation of employees wherever necessary.

6.3 Workplace Consultation

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

Employment policies define standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. Employment policies do not alter or override the terms of this Agreement. The parties to this Agreement understand the value of policies in forming an important aspect of the employment relationship.

To this end, Council recognises the importance of open discussion to facilitate innovation and job satisfaction and is committed to communicating and involving employees in decisions that affect them including participation in the development and review of employment policies. This consultation process will include (where appropriate) opportunities for employees and their representatives to put forward views, comments and suggestions on these matters through the Local Government Employment Group (LGEG) and the Staff Reference Group (SRG) forums.

The parties reserve the right to access the Grievance and Dispute Settlement/Resolution provisions in clause 1.6 where an employment policy is inconsistent with this Agreement.

6.4 Workplace Change Notification

6.4.1 Employer's duty to notify and consult over change

- a) In accordance with section 198 of the Industrial Relations Act, Council will consult with employee/s and their union/s before making any decision likely to have significant effect on the employee/s.
- b) 'Significant effects' includes:
 - termination of employment;
 - major changes in the composition, operation or size of the Employer's workforce or in the skills required;
 - the elimination or diminution of job opportunities or job tenure;
 - the alteration of hours of work;
 - the need for retraining or transfer of employees to other work or locations; and
 - the restructuring of jobs.
- c) For the purpose of such consultation the Employer shall provide in writing to the employees concerned and their union or unions, all relevant information about the changes including:
 - the nature of the changes proposed;
 - the expected effects of the changes;
 - a copy of the proposed changes to the organizational structure including position titles and classification levels;
 - a summary of the proposed changes including any positions which are displaced and/or deemed redundant, proposed new positions, and a list of potentially affected employees;
 - details on Council's proposal to mitigate the adverse effects on each affected employee; and
 - any other matters likely to affect employees.

Provided that where the relevant Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

6.5 Redeployment and Redundancy

Council is committed to maintaining a permanent workforce and job security as outlined in clause 6.2 (including a core permanent operational workforce) and redundancy will only be considered as a last resort. In the event that Council seeks to retrench an employee/s, it will consult with the relevant union/s in accordance with clause 6.4 regarding the reasons for the redundancy and the redeployment options that have been investigated.

The objectives of this clause are:

- a) to maintain, where possible, employees whose positions have become redundant in continued employment within the Council;
- b) to suitably retrain and redeploy such employees wherever possible;
- c) to pay monetary compensation to employees who are unable to be redeployed and whose positions are deemed to be redundant; and
- d) to assist employees to find employment outside the service of the Council.

Where there is a likelihood of redundancy Council shall at the earliest practicable time provide all relevant details to the employees concerned and the relevant unions and arrange discussions with the employees and the relevant unions.

Relevant details to be provided to the relevant unions and employees shall include:

- a) the reasons for the redundancy or likely redundancy of each position affected;
- b) the number, classification, location and details of the positions that are or are likely to be redundant;
- c) presentation of an organisational structure/s (both current and proposed) of the work unit/s concerned;
- d) the method of identifying positions as redundant, having regard to the efficient and economical workings of the unit; and
- e) presentation of a business case/organisational plan for the work unit concerned, that supports and demonstrates the genuine need for the redundancy/s.

6.5.1 Formal Notification

Where the decision is made that the redundancy/s will take effect, each affected employee will be notified in writing.

The notification of redundancy shall advise the employee/s that their position is deemed redundant and will provide the employee/s with the following options:

- a) redeployment to an agreed suitable permanent established position (subject to suitability and availability); or
- b) commencement of a four (4) month Redeployment Placement Program; or
- c) an offer of a voluntary redundancy package (offers of voluntary redundancy are at the Council's sole discretion).

Where an employee is unable to be successfully placed at the end of the redeployment period into an agreed suitable permanent established position, the employee will be formally advised in writing that their employment will be terminated and a redundancy severance package will be paid in accordance with this clause.

6.5.2 Redeployment

Council is committed to suitably redeploying its displaced employee/s whose positions have been deemed redundant wherever possible.

Redeployment will be the first option for employees affected by possible redundancy:

- a) An employee whose position has been made redundant may agree to accept redeployment to a suitable alternative position; and
- b) Within the redeployment and redundancy notice period Council will endeavour to identify any suitable vacant permanent positions within Council for each employee whose position has become or will become, redundant as a result of the redundancy decision.

An employee whose position has become or will become redundant will be referred to the Redeployment Placement Program:

- a) Each employee shall be individually interviewed (including a skills analysis) to determine what options may exist for their retraining and redeployment to suitable permanent positions within Council. Placement options will occur in consultation and by agreement with the employee to determine the suitability of the role.
- b) Based on the interview in the first instance Council will identify any suitable vacant permanent position within the established organisational structure for redeployment opportunities. In the event that no suitable established permanent position exists Council will refer the employee to the Redeployment Placement Program.
- c) Council will identify competencies and performance standards to be acquired to support the permanent placement and develop a training/development plan to achieve the required competencies.
- d) Employees seeking redeployment have the option to seek either permanent full-time or part-time roles.
- e) At anytime during redeployment placement program employees may consider their options for Voluntary Redundancy, although any offer of voluntary redundancy is at Council's sole discretion. In this instance the incentive payment is not applicable.
- f) Employees may be offered placement into an agreed suitable role/s anywhere within the organisation.

6.5.3 Redeployment Placements

Wherever possible and practical, Council will endeavour to place redeployees:

- a) in an agreed suitable position which compliments their skills and experience and as far as practical maintains their status and conditions;
- b) at the same remuneration level or by agreement one level lower; and/or
- c) within reasonable geographic proximity to their previous role.

Employees who are being considered for placement in higher classified roles than their substantive classification are subject to the requirements of a merit based recruitment and selection process.

6.5.4 Role and responsibilities during the redeployment process.

Employees participating in the redeployment placement program must:

- a) sign a redeployment placement agreement committing to participate in training, applying for appropriate roles and not refusing suitable alternative employment;
- b) take advantage of every reasonable opportunity to upgrade their skills and actively participate in the program;
- c) be prepared to physically relocate their place of employment; and
- d) undertake on-the-job learning.

The employee will have access to the following during the program timeframe:

- a) Employee Assistance Program (EAP), to help the employee deal with the personal and practical issues related to work changes; and
- b) retraining to help achieve the competencies and skills required of the redeployed position.

Council management is responsible for:

- a) promoting Council's commitment to the program;
- b) providing employees with the necessary resources, support and training including the identification of suitable training programs to enable them to make employment transitions;
- c) ensuring the employee has access to the necessary resources for achieving the objectives of the placement strategy e.g. provide on-the-job learning, access to the Employee Assistance Program; and
- d) ensuring the employee has continuing placement for the redeployment period and not unreasonably withhold opportunities for placement.

6.5.5 Remuneration and income maintenance

Income maintenance will occur for employees in the following circumstances:

- a) when the employee is seeking placement during the redeployment placement period; or
- b) where an employee has agreed to a permanent placement and the redeployed position is at a lower level than their previous substantive role, a four (4) month income maintenance will be applied.

6.5.6 Redeployment Placement Program Period

The redeployment placement program period is four (4) month from the date of referral to the program, and both the employee and council will commit to their redeployment process responsibilities to maximise the opportunity for permanent redeployment into an agreed suitable position within council.

By agreement in writing an employee can be permanently placed in a suitable role at a lower level (subject to salary income maintenance) during the four (4) month placement program. If this occurs the employee may continue to be considered for placement in permanent roles at their substantive level for a further period of twelve (12) months.

If during the period of retraining and placement an employee does not agree to accept a genuine offer of suitable alternative duties/role at the employees current substantive classification level, Council will discuss the options with the employee and their union in accordance with this procedure, and either party may invoke the grievance and disputes procedure contained within this Agreement.

6.5.7 Redundancy

6.5.7.1 Involuntary Retrenchment if an employee is not successfully redeployed

Where an employee cannot be placed into a suitable permanent role after the four (4) month redeployment placement, prior to a retrenchment taking effect, a formal meeting will be held with the affected employee and their union representative.

If an employee has not been successfully placed at the expiry of the four (4) month redeployment placement period then the employee will be formally advised in writing that their employment will be involuntarily retrenched. The employee will receive four (4) weeks termination notice of the retrenchment taking effect.

6.5.7.2 Redundancy

Redundancy will be considered as a last resort. However where there are no redeployment opportunities, or where there is no genuine opportunity for redeployment for employees whose positions are deemed to be redundant, Council will endeavour to undertake the workforce reform by:

- a) offering (where practicable and at its discretion) a voluntary redundancy package to employees within an occupation group, combination of occupations groups or organisational wide; and/or
- b) the payment of an involuntary redundancy payment in accordance with this clause.

The parties agree that where an employee is made redundant they will be entitled to the following:

- a) Where Council has enacted the provisions of this clause, whereby a position has been made redundant and the incumbent employee retrenched, the following severance benefits shall apply. In addition to the period of notice prescribed for ordinary termination within the applicable Award, an employee whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service with Council.
- b) Service with the predecessor Councils of Hervey Bay City Council, Woocoo Shire Council, Tiaro Shire Council and Maryborough City Council will be recognised for redundancy and all leave entitlements and accruals

- c) Severance Pay for period of continuous service –

Redundancy	Severance Pay
1 year service or less -	Nil
Greater than 1 years service -	3 weeks pay per year of service up to a maximum severance pay of 52 weeks.
Voluntary Redundancy One off incentive payment for acceptance of redundancy within agreed timeframe (minimum fourteen days).	\$8,000 In addition to severance payment outlined above.

- d) Period of notice: twenty eight (28) days notice will be given where an employee is to be retrenched. At the discretion of the CEO, payment in lieu of the notice period may be made to the employee.
- e) Other employee benefits and entitlements will apply in accordance with this Agreement and the relevant Award.
- f) Council will inform the appropriate superannuation authority in accordance with the pre-requisite requirements of notice.
- g) Taxation will be applied in accordance with advice received from the Australian Taxation Office on redundancy.
- h) Council shall inform Centrelink of the effect of its decision regarding a redundancy subject to the affected employee requesting such notice to be forwarded.

6.5.7.3 Assistance

Council will provide the following assistance to employees whose positions are made redundant:

- a) During the redeployment/redundancy notice period, providing each case has the approval of the employee's Supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews.
- b) Each employee whose position has been made redundant will be given a statement showing the calculation of an estimate of the payments to be made to the employee should redundancy occur, at least twenty eight (28) days before the date on which redundancy is to take effect.
- c) Council will reimburse the cost of financial advice from a qualified financial planner, up to a maximum of \$500 upon the production of satisfactory receipts.

The implementation of this clause shall have regard to the provisions and conditions relating to Redundancy of the relevant awards contained in clause 1.5.

6.6 Transmission of Business

This clause will apply where the Council proposes to or transmits to a new Employer (the transmittee) the business or any part of the business covered by this Agreement.

Where a business or part of a business of the Council is transmitted from Council to another Employer (the transmittee) and an employee, who at the time of such transmission was an employee of the Council, the Council will ensure that the terms and conditions of employment paid by the transmittee are of no overall disadvantage to the employee than those which applied to their employment with the Council.

Council will ensure the transmittee recognises all previous service and accepts responsibility for all accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits for annual leave, long service leave and personal/carer's leave and recognition of service for the payment of redundancy benefits.

Where the transmittee will not accept responsibility for and recognise all previous service and accrued entitlements, immediately prior to the transmission of business, the Council will pay to employees their accrued entitlements under the terms of this Agreement.

Where the Council proposes to transmit the business or any part of the business, the Council shall:

- a) notify the employees affected and the relevant union/s of the proposed transmission; and
- b) discuss with the employees affected and the relevant union/s the effect of the transmission of business.

The discussion will commence as soon as practicable after a decision has been made by the Council to transmit the business or part of the business.

The Council will consider and respond to any reasonable concerns raised by employees and the relevant union/s about the terms of the proposed transmission. In the event of a dispute about the Council's response to concerns raised by employees, the disputes settling clause of this Agreement will be utilised to resolve these concerns.

The Council shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the relevant union/s and the proposed new Employer.

Where the Council declares any positions redundant as a consequence of a transmission of business, the following shall apply to affected employees:

- a) all reasonable steps will be taken to find suitable alternative employment within Council; and
- b) at the end of the redeployment process, where no suitable offer of redeployment at the same level was available to the employee and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement together with all other accumulated entitlements.

6.7 Union Encouragement

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

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

- a) advising employees at their point of engagement of the place at which this Agreement is displayed in the workplace, in accordance with the *Industrial Relations Act 2016* and to make them aware of the union encouragement provision as gazetted by the full bench of the Queensland Industrial Relations Commission;

- b) the unions shall be permitted to post any official notices which have been approved by the relevant union organiser in each office or work area for the information of employees;
- c) The Council shall advise new employees as to whom the relevant union delegate/s are as part of the employee's induction; and
- d) The Council shall through the employee induction process seek new employee's agreement to provide their name and position details to the union delegates.

6.7.1. Access

Council will allow reasonable access to its employees during normal working hours by accredited officials of an industrial organisation which is a party to this Agreement and which does not disrupt the normal continuity of work or the local governments' business operations in accordance with the provisions of the *Industrial Relations Act 2016*.

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

6.7.2. Union Delegates

The Council recognises the role that union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution.

In establishing an appropriate relationship between the Council and the union/s, the following shall apply:

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

6.7.3. Facilities

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

6.8 Commitment to Collective Bargaining

Council is committed, during the life of this Agreement and any re-negotiation, to bargain collectively with its employees and the parties to this Agreement. The parties acknowledge that structured, collective industrial relations will continue as a key element of the operations of Council.

6.9 Bargaining Structure

Council has established the following committee structure to separate the advisory and negotiation functions across two committees Enterprise Bargaining Committee (EBC) and Local Government Employment Group (LGEG)). The Staff Reference Group provides a workforce consultation/communication mechanism to ensure the involvement of all Council employees (both union members and non-union employees).

6.9.1 Enterprise Bargaining Committee

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the LGEG will be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.

The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation. It is agreed that the LGEG will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between Council, employees and the relevant union/s.

For the purposes of negotiating and monitoring negotiations between the parties and to implement this Agreement in accordance with the *Industrial Relations Act 2016* an EBC has been established.

6.9.2 LGEG Membership & Consultation

The LGEG will be the primary consultation forum on industrial matters and will function as an advisory group to the CEO on all matters related to establishing a consistent industrial framework for the Council. There is no minimum number of LGEG meetings each year. However the LGEG will aim to meet at least three times a calendar year subject to the presence of agenda items.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the LGEG shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between management, the Enterprise Bargaining Committee, employee work teams and all unions. The parties are committed to a consultative process which aims to effect a change in the organisations culture through cooperation. Management will assist and support these processes.

The LGEG will monitor the effective implementation of this Agreement. Matters in respect of this Agreement that have been dealt with by the Grievance and Dispute Settlement Procedure clause may, if appropriate, be referred to the LGEG.

Schedule 1: Wage Schedule

Employees will receive the wages specified from 19 April 2018, with future increases to be as per clause 3.2.1 of this Agreement.

Classification Level	Current Wage Scale	Wage scale from 19 April 2018	Wage scale from 19 April 2019 (per clause 3.2.1 - 2% - if CPI is higher wage increases will be adjusted accordingly)	Wage scale from 19 April 2020 (per clause 3.2.1 - 2% - if CPI is higher wage increases will be adjusted accordingly)
Stream A employees				
Level 1 Band 1	50,366	51,625	52,658	53,711
Band 2	51,171	52,450	53,499	54,569
Band 3	52,488	53,800	54,876	55,974
Band 4	53,750	55,094	56,196	57,320
Band 5	55,041	56,417	57,545	58,696
Band 6	56,189	57,594	58,746	59,921
Level 2 Band 1	57,542	58,981	60,161	61,364
Band 2	58,878	60,350	61,557	62,788
Band 3	60,214	61,719	62,953	64,212
Band 4	61,551	63,090	64,352	65,639
Level 3 Band 1	62,884	64,456	65,745	67,060
Band 2	64,220	65,826	67,143	68,485
Band 3	65,557	67,196	68,540	69,911
Band 4	66,891	68,563	69,934	71,333
Level 4 Band 1	68,225	69,931	71,330	72,756
Band 2	69,562	71,301	72,727	74,182
Band 3	70,718	72,486	73,936	75,414
Band 4	72,056	73,857	75,334	76,841
Level 5 Band 1	73,418	75,253	76,758	78,293
Band 2	74,599	76,464	77,993	79,553
Band 3	76,049	77,950	79,509	81,099
Level 6 Band 1	78,619	80,584	82,196	83,840
Band 2	81,193	83,223	84,887	86,585
Band 3	83,756	85,850	87,567	89,318
Level 7 Band 1	86,334	88,492	90,262	92,067
Band 2	88,896	91,118	92,940	94,799
Band 3	91,465	93,752	95,627	97,540
Level 8 Band 1	94,547	96,911	98,849	100,826
Band 2	97,633	100,074	102,075	104,117
Band 3	100,719	103,237	105,302	107,408
Band 4	103,614	106,204	108,328	110,495
Band 5	106,507	109,170	111,353	113,580

Classification Level	Current Wage Scale	Wage scale from 19 April 2018	Wage scale from 19 April 2019 (per clause 3.2.1 - 2% - if CPI is higher wage increases will be adjusted accordingly)	Wage scale from 19 April 2019 (per clause 3.2.1 - 2% - if CPI is higher wage increases will be adjusted accordingly)
Operations employees				
Level 1	51,486	53,046	54,107	55,189
Level 2	52,260	53,820	54,896	55,994
Level 3	53,189	54,749	55,844	56,961
Level 4	54,154	55,714	56,828	57,965
Level 5	55,304	56,864	58,001	59,161
Level 6	57,304	58,864	60,041	61,242
Level 7	59,293	60,853	62,070	63,311
Level 8	61,101	62,661	63,914	65,193
Level 9	63,090	64,667	65,960	67,280
Engineering / Electrical				
C11	52,260	53,820	54,896	55,994
C10	55,304	56,864	58,001	59,161
C9	57,304	58,864	60,041	61,242
C8	59,293	60,853	62,070	63,311
C7	61,089	62,649	63,902	65,180
C6	65,076	66,703	68,037	69,398
C5	67,016	68,691	70,065	71,466
Building Trades				
BT1	55,304	56,864	58,001	59,161
BT2	57,304	58,864	60,041	61,242
BT3	59,293	60,853	62,070	63,311
BW2	53,171	54,731	55,826	56,942
Municipal Baths				
MB1	46,149	47,709	48,663	49,636
MBS	47,786	49,346	50,333	51,340
Hospitality				
Level 1	45,694	47,254	48,199	49,163
Waste LAWA				
Level 3	67,776	69,470	70,859	72,277
Level 5	70,470	72,232	73,677	75,150
Level 6	72,256	74,062	75,543	77,054
Brolga Theatre				
TH03	43,596	45,156	46,059	46,980
TH10	39,508	41,068	41,889	42,727
TH12	39,508	41,068	41,889	42,727
TH15	39,508	41,068	41,889	42,727

Schedule 2: Annualised Allowances

This schedule covers all annualised allowances received by employees of the Fraser Coast Regional Council, whose classifications fall within the Queensland Local Government Industry (Stream B) and (Stream C) Award – State 2017.

(A) - Annualised Allowances - Amount

Employees will receive annualised allowances in accordance with relevant work group below, which are to be adjusted annually as per clause 3.4.1 of this Agreement.

Allowance Group	Allowance Code	Current Annualised Allowance	Annualised Allowance as from 1 st pay period after 1 July 2018
Cemetery	AF03	\$1,393*/**	\$1,428*/**
Trade Assistant - Workshop	AF08	\$1,463*/**	\$1,500*/**
Vector	AF09	\$480*/**	\$492*/**
Waste Disposal - Group 2	AF11	\$415*/**	\$425*/**
Waste Ops - Group 3	AF12	\$1,196*/**	\$1,226*/**
Water & Wastewater treatment	W419	\$1,085 **	\$1,112**
Water Ops	W418	\$2,169 **	\$2,223**
Sewerage Ops	W411	\$14,189 **	\$14,544**
Plumbers	W417	\$9,550 **	\$9,789**
Mechanical Fitters	W416	\$14,707**	\$15,075**
Electrical Fitters	W415	\$11,030 **	\$11,306**
Trades Assistant (50% water, 50% sewer)	W474	\$8,179 **	\$8,383**
Works Operations & Capital	AP01	\$2,041	\$2,092
Parks Construction	AP02	\$2,108	\$2,161
Parks Operations	AP03	\$2,108	\$2,161
Parks Facilities Maintenance Employees working within Parks cleaning toilets and amenities.	AP04	\$4,455	\$4,566
Waste Collection - Group 1	AP05	\$1,020	\$1,046
Trades - workshop Employees working within the workshop with allowance entitlements as per the Engineering Stream	AP09	\$3,741	\$3,835
Trades – carpenters Carpenters not covered under another group	AP10	\$5,147	\$5,276
Trades - Mechanics	AP11	\$3,062	\$3,139

(B) – List of Allowances covered/excluded:

Allowances Annualised (column 1)	Allowances excluded from annualisation (column 2)
Asbestos Battery work Cemetery operations Confined space Construction allowance Dead animals Dirt money Dirty work First Aid Flood debris Height money Leading Hand Live sewer Poison sprays Removals or exhumations Repair of unclean vehicles Repair work Roof repairs Rubbish and sanitary operations (excl Waste Collection occupation group) Toilet cleaning Tool Towing caravans Toxic substance Trailers Truck crane or straddle unloader Uniform and laundry Unpleasant conditions Wet places Wet, hot or noxious gas fumes Work in the rain Working in water	Annualised plant allowance Rubbish dumps allowance Drivers of sanitary, rubbish or sullage vehicles Employees using their own vehicle Meal On call Overtime Rubbish and sanitary operations (Waste Collection occupation group only)

- Live Sewer and Work in the rain excluded in annualised allowance where indicated by * in Annualised Allowance Table.
- First Aid excluded in annualised allowance where indicated by ** in Annualised Allowance Table

Conditions

- The annualised allowance is a paid over 52 weeks a year, including annual leave.
- The annualised allowance will not be paid for periods of long service leave or extended sick leave. Extended leave for this purpose is defined as a continuous leave period of four working weeks or more.
- Overtime does not attract allowances. This has already been included in the annualised allowances.

- (d) Allowances will increase in accordance with the percentage wage increase contained in clause 3.2.1 and applied from first full pay period on or after 1 July annually.

(C) - Preserved Parks Operations (Mowing)

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

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

Conditions

- (a) The employees waive the right to claim mixed functions/higher duties for level 4 plant operation in accordance with the Award for up to 4 hours per day or an average of 4 hours per day over a fortnight, except as provided for in (b) below.
- (b) Where directed by the Supervisor to undertake level 4 plant operation or above for more than 4 hours on a day, a claim for mixed functions/higher duties will be required to be submitted.
- (c) The annualised payment will not be paid for periods where mixed functions/higher duties for level 4 plant operation or above have been claimed in accordance with (b) above.
- (d) Subject to (c) above, the annualised payment will be paid over 52 weeks a year, including annual leave.
- (e) The annualised payment will not be paid for periods of long service leave or extended sick leave. Extended leave for this purpose is defined as a continuous leave period of four working weeks or more.
- (f) The annualised payment will not be paid for periods of overtime.
- (g) The annualised payment will not be paid where the employee is not capable of performing level 4 plant operation duties as determined by a medical practitioner.

(D) – Preserved Plant Operators

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

Plant Operators (as per EB 6) Current Plant Operators Linc Grimley Peter Young Peter Broom	\$2,020.34
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Schedule 3: Operational Areas

Operational area – clause 4.5 span of hours refers.

- Airport Operations
- Aquatic Centre
- Cemetery
- Library
- Parks Construction
- Parks Operations and Maintenance
- Scientific Services
- Waste
- Water and Wastewater Treatment
- Reuse
- Works Operations and Capital

Signed for and on behalf of: Fraser Coast Regional Council
ABN 192 77 508 89

Signature

Ken Diehm
Name in full

Signature

In the presence of:

Peter John McDonnell
Name in full

Date: 01.06.18

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

Signature

Neil Henderson
Name in full

In the presence of:

Signature

Jane Grey
Name in full

Date: 05.06.18

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

Signature

Stephen Kenneth Baker
Name in full

In the presence of:

Signature

Stacey Lee Schinnerl
Name in full

Date: 07.06.18

Signed for and on behalf of: Construction, Forestry,
Mining & Energy, Industrial Union of Employees,
Queensland

Signature

Jade Ingham
Name in full

Signature

Emma Eaves
Name in full

In the presence of:

Date: 06.06.18

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

Signature

Rohan Webb
Name in full

In the presence of:

Signature

Elizabeth Barlow
Name in full

Date: 05.06.18

Signed for and on behalf of: United Voice, Industrial Union
of Employees, Queensland

Signature

Sharron Caddie
Name in full

Signature

Melanie Little
Name in full

In the presence of:

Date: 04.06.18

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

Signature

Name in full

In the presence of:

Signature

Name in full

Date

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

Signature

Name in full
G O'Halloran

Signature

Name in full
S Charrington

Date: 05.07.18

In the presence of: