

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**SOUTH BURNETT REGIONAL COUNCIL**

AND

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

Construction, Forestry, Mining and Energy Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

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

(Matter No. CB/2020/28)

**SOUTH BURNETT REGIONAL COUNCIL CERTIFIED AGREEMENT - FIELD STAFF  
2020**

Certificate of Approval

On 6 July 2020 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *South Burnett Regional Council Certified Agreement - Field Staff 2020*

**Parties to the Agreement:**

- South Burnett Regional Council
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees
- Construction, Forestry, Mining and Energy Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland
- Transport Workers' Union of Australia, Union of Employees, Queensland Branch

**Operative Date:** 6 July 2020

**Nominal Expiry Date:** 1 January 2023

**Previous Agreements:** *South Burnett Regional Council Certified Agreement - Field Staff 2011*

**Termination Date of**

**Previous Agreements:** 6 July 2020 (Matter No CB/2020/28)

S C PIDGEON  
Industrial Commissioner

6 July 2020



**SOUTH BURNETT**  
**REGIONAL COUNCIL**

**Certified Agreement – Field Staff 2020**

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## 1. TITLE

This Agreement will be known as the South Burnett Regional Council Certified Agreement – Field Staff 2020.

## 2. DEFINITIONS

“**Awards**” means the *Queensland Local Government Industry (Stream B) Award – State 2017* and *Queensland Local Government Industry (Stream C) Award – State 2017*.

“**Council**” means South Burnett Regional Council.

“**Emergency Service Agency**” means the State Emergency Service, Volunteer Fire Brigade, Rural Fire Brigade or any other service agreed by the Chief Executive Officer to be an applicable emergency service.

“**Field Staff**” means those Employees whose employment is covered by the provisions of the Awards.

“**Immediate Family or Household**” means:

- (a) a spouse (including a former spouse, de facto spouse and a former de facto spouse) of the Employee; A de facto spouse means a person of the opposite/same sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis: and
- (b) a child or an adult child (including an adopted child, an ex-foster child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee.

“**Industrial Instrument**” has the same meaning as in the IR Act.

“**IR Act**” means the *Industrial Relations Act 2016* (Qld).

“**JCC**” means the Joint Consultative Committee established and constituted for the Council, Employees and Unions.

“**Ordinary rate of Pay**” means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments of a like nature.

“**WHS Act**” means the *Work Health and Safety Act 2011* (Qld).

“**QIRC**” means the Queensland Industrial Relations Commission.

## 3. PARTIES BOUND

The parties bound by this Agreement are South Burnett Regional Council and the following industrial organisations:

- (a) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU);
- (b) Construction, Forestry, Mining & Energy, Industrial Union of Employees (CFMEU)

- (c) The Australian Workers' Union of Employees, Queensland (AWU); and
- (d) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU).

#### **4. APPLICATION**

This Agreement shall apply to Council, all Council Employees covered by the Awards, and the Unions named in clause 3 of this Agreement.

#### **5. DATE AND PERIOD OF OPERATION**

- 5.1 This Agreement will operate from the date of certification and will have a nominal expiry date of 1 January 2023.
- 5.2 The parties agree that negotiations will commence in relation to a new Agreement no later than six (6) months prior to the nominal expiry date of this Agreement.

#### **6. RELATIONSHIP TO PARENT AWARDS**

- 6.1 This Agreement shall be read and applied in conjunction with the terms of the Awards listed below, as varied from time to time, provided that where there is any inconsistency between this Agreement and the Awards listed below, this Agreement shall prevail to the extent of the inconsistency:
  - (a) *Queensland Local Government Industry (Stream B) Award – State 2017;*
  - (b) *Queensland Local Government Industry (Stream C) Award – State 2017; and*
  - (c) *Training Wage Award – State 2012.*

#### **7. AIM OF THE AGREEMENT**

The parties to the agreement aim to:

- 7.1 Improve productivity and efficiency and provide a united post SBRC workforce that has a strong focus on consistently delivering high levels of efficient service and customer satisfaction across all business functions in a consultative manner.
- 7.2 Conduct its business in a financially responsible and sustainable way with the ability to adapt to changing economic influences, community expectation, needs and service delivery methods in order to maintain long term viability.
- 7.3 Provide a working environment that encourages Employees to offer a consistent level of high quality service, professionalism, ownership and team spirit by recruiting, training and retaining an effective, flexible and self motivated team of Employees.
- 7.4 Ensure that a culture of work and family life balance, work safety and health, community values, responsibility, organisational stability and sustainability is promoted and achieved through sound management practices and Employee participation.

#### **8. JOINT CONSULTATIVE COMMITTEE (JCC)**

- 8.1 To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, a Joint Consultative Committee (JCC) will be established. This committee will be responsible for the role of coordinating workplace reform and ensuring effective communication between management, Unions and Employees.

- 8.2 It is agreed that the JCC will be the Committee through which genuine consultation and discussion regarding workplace reform or changes will occur between Council, Employees, and Unions. The JCC will meet at least every three (3) months or otherwise as agreed.
- 8.3 The membership of the JCC will consist of three (3) Management representatives, one (1) Union representative from each Union that is party to this Agreement and two (2) Employee Union Delegates from each Union party to this Agreement.

## **9. SALARY AND WAGES**

9.1 Council agrees to pay the following:

- (a) A “one off payment” of \$850.00 (taxed accordingly and not subject to superannuation) to be paid to full-time Employees (calculated on a pro-rata basis for part-time and casual Employees) who are employed by Council as at the date of the vote on the Agreement. This payment will be made on the 1<sup>st</sup> pay period following certification of the Agreement;
- (b) 2.5% wage increase backdated to the 1<sup>st</sup> full pay period in January 2020 to be paid on the 1<sup>st</sup> pay period following certification of the Agreement;
- (c) 2.5% wage increase effective on the 1<sup>st</sup> full pay period in January 2021; and
- (d) 2.5% wage increase effective on the 1<sup>st</sup> full pay period in January 2022.

9.2 Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of pay of the Awards mentioned in clause 6 of this Agreement shall not apply to the wage rates and allowances set under this Agreement.

## **10. SALARY SACRIFICE**

- 10.1 Council offers the voluntary option of salary sacrifice for superannuation for Employees to meet the standard six percent (6%) Employee’s contribution or to make further contributions to any Superannuation Scheme of their choice, or for any other items allowed by the Australian Taxation Office (ATO) and that do not attract Fringe Benefits Tax (FBT). Such arrangements will be facilitated using third party providers for Employees. If FBT is attracted to the salary sacrifice item (e.g. novated lease of a motor vehicle), the FBT will be the responsibility of the Employee.
- 10.2 Council reserves the right to withdraw the facility of salary sacrifice if a change in the laws means that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. The option to salary sacrifice is dependent upon evidence from the Employee that they have obtained independent financial advice.
- 10.3 Each request would be processed on a case by case basis. Once a salary sacrifice agreement is entered into, the Employee would be required to continue with the agreement for a period of not less than twelve (12) months.

## **11. PART-TIME EMPLOYMENT**

11.1 Where the Employee agrees, Council may increase a part-time Employee’s ordinary hours in any period to take into account operational demands and requirements, without incurring penalty rates as prescribed for by the Awards for the additional hours worked, provided that

the:

- (a) Increase in the part-time Employee's ordinary hours in the period does not exceed 25% of the part-time Employee's standard ordinary hours; and
- (b) Total number of ordinary hours worked by the part time Employee in the period does not exceed the equivalent of 38 hours a week.

11.2 For the avoidance of doubt, a part-time Employee is entitled to be paid penalty rates for additional hours the part-time Employee works in a period if the total number of additional hours worked exceeds 25% of the Employee's standard ordinary hours, or if the total number of hours worked by the part time Employee in the period exceeds the equivalent of 38 hours per week.

## **12. DISPUTE RESOLUTION**

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

12.2 Any Employee or Employees with a grievance or complaint regarding an industrial matter will promptly raise the matter/s with their immediate supervisor who will endeavor to resolve the matter as soon as possible.

12.3 If the matter is not resolved at this level, the Employee/s will discuss the matter/s with the next higher level of management and the Employee/s may elect to be represented by an authorised officer of the relevant Union.

12.4 Should the grievance remain unresolved after fourteen (14) days, the matter should then be referred to the Chief Executive Officer and, if requested by the Employee/s, an authorised officer of the relevant Union who will attempt to facilitate a resolution.

12.5 If after the above steps, the matter remains unresolved, the dispute may be referred by either the Employee/s or Council to the QIRC for conciliation and if the matter remains unresolved, arbitration.

12.6 While the above procedure is being followed, to the extent it is safe to do so, the *status quo* is to be maintained, and every endeavor is to be applied to ensure that work continues normally until a resolution of the dispute is reached.

12.7 All parties agree to give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to prompt settlement of the matter.

12.8 The above procedures do not restrict the Council, or an Employee, or an Employee's representative (being an authorised officer of the relevant Union) from making representations to each other at any stage in this procedure, or restrict the parties from agreeing to escalate any stage of this process which is not practicable.

## **13. CONSULTATION**

### **Consultation - Introduction of changes - Employer's duty to notify**

13.1 Prior to Council's final decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council shall



notify the Employees who may be affected by the proposed changes and, where relevant, their union/s.

13.2 "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.

13.3 Where the Agreement makes provision for alteration of any of the matters referred to in clauses 13.1 and 13.2 an alteration shall be deemed not to have significant effect.

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

13.4 Council shall consult the Employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

13.5 The consultation must occur as soon as practicable after making the decision referred to in clause 13.1.

13.6 For the purpose of such consultation Council shall provide in writing to the Employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees.

13.7 Notwithstanding the provision of clause 13.6, Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

## **14. WORKING HOURS AND SPAN OF HOURS**

### **14.1 Ordinary Working Hours**

The hours of work are an average of 38 hours per week, between the hours of 5:00am and 6:00pm.

### **14.2 Nine (9) Day Fortnight**

14.2.1 Employees covered by this Agreement will be entitled to work a nine (9) day fortnight roster. The nine (9) day fortnight will be at no additional cost to Council.

14.2.2 The nine (9) day fortnight roster can be a rolling roster that includes Mondays or Fridays or other days as mutually agreed by the parties.

14.2.3 Managers and supervisors, in consultation with each other and with staff, will prepare a monthly roster for all staff that ensures business services are not interrupted.

14.2.4 Employees may bank up to a maximum of five (5) RDOs per year, however, banking any RDOs shall be subject to the prior approval of the relevant manager/supervisor.

14.2.5 Notwithstanding clause 14.2.4, Employees may accrue more than five (5) RDOs per year with the prior approval of the CEO.

14.2.6 All banked RDOs in excess of one (1) day will be available subject to:

(a) An Employee making a written request to be approved by the relevant

manager/supervisor with at least one (1) week notice; and

- (b) Before approving a request for utilising an RDO by an Employee, the relevant manager/supervisor must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly.

14.2.7 If an Employee has a scheduled RDO in place and is required to work on that scheduled RDO, Council may request the Employee to work on the RDO by giving the Employee two (2) days' notice.

14.2.8 If an Employee is requested to work on an RDO in accordance with clause 14.2.7, such RDO shall be re-allocated to a mutually agreeable day between the Employee and the relevant manager/supervisor without attracting penalty rates. If a mutually agreeable day cannot be reasonably found, the Employee shall be paid the appropriate penalty rates in accordance with the relevant overtime provisions in the Award/s.

### **14.3 Time Off In Lieu**

14.3.1 Upon approval by Council, Employees requested to work overtime may elect to have that acquitted as Time Off in Lieu (TOIL) instead of payment for overtime.

14.3.2 TOIL shall be accrued and taken on a time for time basis.

14.3.3 Employees may bank up to an equivalent of five (5) days of TOIL. Such TOIL is to be taken at a mutually agreed time. If a mutually agreed time cannot be found, such time will be paid out at the rate of time and one-half (150%).

14.3.4 An application for the utilisation of TOIL made under clause 14.3.3 will not be unreasonably refused.

14.3.5 Employees may make an application to the CEO for the cashing out of banked TOIL. Applications for cashing out of TOIL will be capped at two (2) per calendar year and any TOIL cashed out under this clause will be paid at the rate of single time (100%).

## **15. ALLOWANCES**

15.1 Subject to clause 15.2, unless otherwise agreed, all allowances applicable under the relevant Award/s shall be paid to Employees covered by this Agreement.

15.2 It is agreed that Employees shall be paid the Construction Work Allowance (CWA) (as it applies under the Award/s) except whilst they are receiving the following allowances:

- (a) Cemetery Operations;
- (b) Live Sewer;
- (c) Rubbish Dump;
- (d) Rubbish and Sanitary Operations;
- (e) Clay Pit Operations, and
- (f) Quarry Allowance.

## **16. AVAILABILITY**

### **16.1 Availability/On Call Allowance**

This allowance shall apply to any Employee who is required to be on call for emergency work outside ordinary working hours and is listed on the On Call Register.

### **16.2 On Call Register**

Council operates an out-of-hours pager/mobile phone service for emergency calls. Employees who are required by their position or who mutually agree to be on call outside the normal work hours shall be listed on a register maintained by Council.

### **16.3 Roster**

Rosters shall be prepared from Employees listed on the register with Employees being advised at least one (1) month in advance of the requirement for the Employee to be on call for emergency work. Rosters will generally be on a weekly cycle.

### **16.4 Call Outs**

Call outs should be for emergency calls and generally only activated by either the pager/mobile phone system, Managers, General Managers and Chief Executive Officer.

### **16.5 Role of On Call Employees**

The role of the on call Employee is to coordinate the response which may or may not require actual attendance to the site depending on the circumstances and the availability of other Council Employees.

### **16.6 Allowance**

16.6.1 Employees required to be on call outside ordinary working hours shall be paid the following allowance:

- (a) \$38.18 per night for week nights (Monday to Friday)
- (b) \$96.49 per day/night on weekends (Saturday and Sunday)
- (c) \$180.92 per day/night on public holidays

16.6.2 Employees who are on call and who are required to conduct emergency work without leaving their place of residence shall be entitled to payment for such work conducted in excess of one-half hour at the ordinary rate of pay for actual time worked. Such time worked will be cumulative. The Employee will bear the onus of proving such time worked in excess of one-half hour before payment is approved.

### **16.7 Overtime/Penalty Rates**

16.7.1 Employees on rostered standby, called out on emergency work, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- (a) Monday to Friday (inclusive) – All overtime worked shall be paid for at the rate of time and one-half for the first three (3) hours worked and double time thereafter.
- (b) Saturday – All overtime worked shall be paid for at the rate of double time.

- (c) Sunday – All overtime worked shall be paid for at the rate of double time.
- (d) Public Holiday – All overtime worked shall be paid for at the rate of double time and one-half. No additional time will be added to an Employee's annual leave for the public holiday on which the Employee is required to be on call.

16.7.2 Minimum payment for Call Outs – A minimum payment of one and one-half (1.5) hour will apply. The minimum payment shall only apply to the first call out on any given day or night.

## **16.8 Recall**

16.8.1 Where an Employee, who is not in receipt of the allowance paid in accordance with clause 16.6, is recalled to duty and leaves their premises to attend to an emergency, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- (a) Monday to Friday (inclusive) – All overtime worked shall be paid for at the rate of time and one-half for the first three (3) hours worked and double time thereafter.
- (b) Saturday – All overtime worked shall be paid for at the rate of double time.
- (c) Sunday – All overtime worked shall be paid for at the rate of double time.
- (d) Public Holiday – All overtime worked shall be paid for at the rate of double time and one-half. No additional time will be added to an Employee's annual leave for the public holiday on which the Employee is required to be on call.

16.8.2 Minimum payment for Call Outs – A minimum payment of four (4) hours will apply. The minimum payment shall only apply to the first call out on any given day or night.

## **16.9 Fatigue Break**

16.9.1 Where an Employee, whether rostered on call or not, is required to work so much overtime between the termination of the Employee's ordinary work on one day and commencement of ordinary work on the next day and that Employee has not had at least ten (10) consecutive hours off duty between those times, the Employee shall, subject to this clause, be released after completion of such overtime until the Employee has accessed ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

16.9.2 If an Employee is instructed to resume or to continue work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time until the Employee is released from duty for such period, and the Employee shall be entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence. However, where the time worked is less than two (2) hours then it shall not be deemed as overtime for the purposes of this clause.

## **16.10 Transport**

An Employee who is rostered on call for a period of time (generally a week) will be eligible to have the use of a Council vehicle for work related purposes for that on call period.

## **16.11 Communication**

Employees on call shall be provided with a mobile phone for business call purposes. Other Employees rostered on call must be fit for duty and contactable by telephone for their period of standby.

## **16.12 Emergency On Call**

16.12.1 Where an Employee not listed on the on call Register but due to operational reasons is required to be on call, the on call provisions shall apply to the Employee.

16.12.2 The recall to duty provisions stipulated in clause 16.8 shall not apply to an Employee who is required to be on call under clause 16.12 above.

## **16.13 Call Out Logs**

The call out Employee for each call out received will be required to record relevant details of that call and action taken. These details shall be recorded on a form provided by Council and shall be captured in Council's Electronic Document Records Management System.

## **17. UNIFORMS**

17.1 Uniforms will be provided by Council at no cost to the Employee, and replaced when unfit for continuing use as a result of fair wear and tear.

17.2 Uniforms provided by Council remain the property of Council and are not to be disposed of, or modified in anyway, without Council approval.

17.3 Council will provide one (1) weatherproof jacket as a one-off issue, five (5) long sleeve high visibility shirts and five (5) pairs of pants. Boot Allowance will be \$165 per annum (exclusive of GST).

17.4 On leaving the employment of Council, any Council uniforms purchased or supplied by Council are to be returned to Council.

17.5 Uniforms are to be maintained and worn in a presentable way and laundered by the Employee (at the Employee's expense).

## **18. FLEXIBLE MEAL BREAK**

18.1 In exceptional circumstances, and when it is mutually agreed between an Employee or group of Employees and their supervisor/s, the Employee/s may delay their meal break by up to a maximum of two (2) hours, without penalty. In such a case, by mutual agreement between the Employee/s and the supervisor/s, one of the following shall apply:

- (a) Late lunch with no penalty rates; or
- (b) Employee finishes work early by the equivalent amount of time.

18.2 At all times, Employee safety will be paramount and working conditions will satisfy the WHS Act and Heavy Vehicle (Fatigue Management) National Regulation.

## **19. LEAVE**

19.1 Leave entitlements under clause 19 of this Agreement are provided for in the Queensland Employment Standards (QES) in Part 3 Divisions 5, 6, 7, 8, 9 and 11 of the Act. Clause 19 of this Agreement supplements the QES and the relevant conditions stipulated by the Award.

## **Annual Leave**

- 19.2 Subject to clause 19.3, Employees, other than casuals, are entitled to accrue and access Annual Leave in accordance with the relevant terms of the Award.
- 19.3 Annual leave may be taken in single day absences only by mutual agreement between the Employee and Council. Such request may not be unreasonably refused.
- 19.4 Where an Employee has accrued an excessive amount of Annual Leave, being greater than two (2) years' entitlements, the Employee shall be required to participate in a leave reduction scheme. Such scheme shall require the Employee to reduce their accrued bank of annual leave over an agreed period of time.
- 19.5 Notwithstanding clause 19.4, where an Employee accrues in excess of two (2) years' entitlements of Annual Leave Council may direct the Employee to take such excess leave on the provision of eight (8) weeks' notice.

## **Personal Leave**

- 19.6 Personal leave (including sick leave and carer's leave) is in accordance with the provisions of the Award, save that:
- (a) Employees, other than casuals, are entitled to the accrual of fifteen (15) days personal leave per annum from the commencement of their employment; and
  - (b) There is no restriction on the amount of sick leave, which can be accumulated by an Employee.
- 19.7 Personal Leave stipulated by clause 19.6 may be utilised for Carer's leave subject to the Employee being responsible for the care of a member of their immediate family or household.
- 19.8 The Employee shall, wherever practicable, give Council notice prior of the absence or the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of their absence, the Employee shall notify Council by telephone of such absence at the first opportunity on the day of absence.

## **Paid Parental Leave**

- 19.9 An Employee, other than a casual, is entitled to take paid parental leave provided that:
- (a) the Employee has completed at least 12 months continuous service with Council as at the date of birth or placement (i.e. adoption or surrogacy) of the child; and
  - (b) the paid parental leave is taken immediately before or after the birth or placement (i.e. adoption or surrogacy) of the child; and
  - (c) the Employee is the primary caregiver of the child.
- 19.10 An Employee who accesses the paid parental leave in accordance with clause 19.09, shall be entitled to:
- (a) Six (6) weeks paid parental leave, calculated at the Employee's ordinary rate of pay; or
  - (b) Twelve (12) weeks paid parental leave at half pay.
- 19.11 An Employee who is the secondary caregiver of a child, is entitled to two (2) weeks paid

partner's leave, paid at the Employee's ordinary rate of pay, provided that:

- (a) At the date of the birth or placement (i.e. adoption or surrogacy) of the child, the Employee has completed at least 12 months of continuous service with Council; and
- (b) The paid partner's leave is taken immediately before or after the birth or placement (i.e. adoption or surrogacy) of the child.

19.12 Part-time Employees are eligible for paid parental leave or paid partner's leave on a pro-rata basis of the average weekly hours for the preceding 12 months.

### **Bereavement Leave**

19.13 An Employee, other than a casual, is entitled to up to three (3) days bereavement leave on each occasion and on production of satisfactory evidence (if required by Council) of the death of a member of the Employee's immediate family or household.

19.14 An Employee is eligible to supplement any bereavement leave taken in accordance with clause 19.13 by up to two (2) days from other paid leave which the Employee has in their balance.

### **Emergency Service Leave**

19.15 Subject to clause 19.16, an Employee, other than a casual, who is a member of an emergency service agency, and who is required to be absent from work to assist or undertake emergency work with the emergency service, shall be entitled to a maximum of five (5) days of leave with pay equivalent to the Employee's ordinary rate of pay per calendar year. Any period of absence in excess of five (5) days shall be deducted from the Employee's TOIL or Annual Leave balances. This leave does not accumulate from year to year.

19.16 Emergency service leave cannot be accessed on weekends and public holidays and is subject to the prior approval of the Employee's Manager and to business and operational requirements. Approval for emergency service leave shall not be unreasonably withheld.

19.17 Council has no responsibility for any expense incurred by the Employee, or for any loss or damage suffered by the Employee which occurs as a result of the Employee performing the emergency service, during the period of leave.

### **Long Service Leave**

19.18 Employees covered by this Agreement shall be entitled to long service leave on full pay, subject to and in accordance with the provisions of Division 2 – Section 1 of the *Queensland Local Government Industry (Stream A) Award – State 2017* and the Act. Long service leave may be taken on a pro-rata basis whilst in service on completion of seven (7) years continuous service with Council.

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

19.19 Employees, other than casuals, personally experiencing domestic and family violence may access up to ten (10) business days per year of paid Domestic and Family Violence Leave for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.

19.20 Long term casual Employees may access up to ten (10) unpaid days per year and short term casual Employees may access up to two (2) unpaid days per year.

- 19.21 This leave is non-cumulative and is non-transferable and may be taken in units of one (1) hour. Employees may also access Personal Leave or any other form of accrued leave balances for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.
- 19.22 Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare, accommodation or other matters.
- 19.23 While notice is not strictly required prior to taking the leave, an Employee should notify their supervisor, Chief Executive Officer or Manager of People and Culture as soon as reasonably practicable of their intention to take or remain on Domestic and Family Violence or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer.
- 19.24 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee for changes to their span of hours or pattern of hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing work arrangements.
- 19.25 An Employee experiencing domestic and family violence may raise the issue with their supervisor, the Chief Executive Officer or the Manager of People and Culture. The supervisor may seek advice from the Manager of People and Culture. All personal information concerning domestic and family violence will be kept confidential and only shared with Employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission. Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.
- 19.26 Council will identify a contact person who will be trained in domestic violence, discretion and privacy issues. The contact will be in possession of appropriate resources and referral information. Council will advertise the name of the contact within the workplace and provide the details at induction for new staff.
- 19.27 Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

## 20. REDUNDANCY

In addition to the period of notice prescribed by the Award/s for ordinary termination, an Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service (i.e. notification period plus up to a maximum of 52 weeks):

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	2 weeks pay
At least 1 year but not more than 2 years	4 weeks pay
More than 2 years but not more than 3 years	6 weeks pay
More than 3 years but not more than 4 years	8 weeks pay
More than 4 years but not more than 5 years	10 weeks pay
More than 5 years but not more than 6 years	12 weeks pay
More than 6 years but not more than 7 years	14 weeks pay



More than 7 years but not more than 8 years	16 weeks pay
More than 8 years but not more than 9 years	18 weeks pay
More than 9 years and not more than 10 years	20 weeks pay
More than 10 years but not more than 11 years	22 weeks pay
More than 11 years but not more than 12 years	24 weeks pay
More than 12 years	2 weeks per year of service capped at 52 weeks' pay

## **21. SECURITY OF EMPLOYMENT**

### **21.1 Income Maintenance**

21.1.1 When an Employee becomes redeployed to a level lower than their previous classification level, Council agrees to maintain the Employee's income/salary/wage at the level applicable at the date of the redeployment for a period of no more than 24 months or until the Employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage at the date of redeployment.

21.1.2 Council agrees to apply the general wage increases only (excluding incremental increases) as provided for in this Agreement to the Employee's maintained income/salary/wage for a period of no more than 24 months from the date of redeployment.

21.1.3 Accrued entitlements are to be paid at the pre-income maintenance rate of pay for Employees who are redeployed to a lower classification level when leave is taken.

21.1.4 In the circumstance where an Employee is voluntarily redeployed to a position that is a lower classification level than their previous classification level, Council will also pay the Employee's accrued entitlements at the pre income maintenance rate of pay.

### **21.2 Transfers**

21.2.1 Council agrees not to force any Employee to transfer for the duration of this Agreement. Provided, however, travel between:

- (a) Kingaroy and Nanango; or
- (b) Murgon and Wondai

shall not constitute a transfer.

21.2.2 Notwithstanding clause 21.2.1, transfer can only occur when an Employee can reasonably travel to and from home on a daily basis to a new work location and this does not cause undue hardship to the Employee. (e.g. financial, family and personal responsibilities).

### **21.3 Transfer Expenses**

21.3.1 When an Employee is transferred in accordance with clause 21.2, Council agrees to pay travelling allowance in accordance with the Award/s.

21.3.2 For the purposes of clauses 21.2 and 21.3 above Council acknowledges that existing and new Employees are employed at a 'nominated base' office throughout the Council region.

### **21.4 Job Security**

21.4.1 Council is committed to maintaining a core permanent workforce where possible. The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

21.4.2 The parties are committed to:

- (a) Career development and equal opportunity.
- (b) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy.
- (c) Employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under the Award or this Agreement.
- (d) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation and continued job security.
- (e) Council will continue to manage its workforce in order to minimise the need for involuntary labour reduction in the future. Council will not, during the term of this Agreement, apply forced redundancies and will consider other viable alternatives to labour reduction when necessary following the consultation process set out in clause 13 of this Agreement.

## **21.5 Transition to Retirement**

21.5.1 Council shall work with Employees to develop a retirement plan which supports a positive transition for both parties. Subject to operational requirements, an Employee and Council may enter into an agreement for the Employee to work on a phased retirement arrangement.

21.5.2 Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.

21.5.3 A phased retirement arrangement will involve the Employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. Council and the Employee will also identify agreed arrangements with respect to all accrued annual and long service leave.

21.5.4 Council will provide Employees who enter into a phased retirement agreement with an agreed retirement date of less than six (6) months with financial assistance to obtain financial advice from an approved financial adviser of up to \$500.

21.5.5 Council may give consideration to utilisation of Annual Leave and Long Service Leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of Council. Half pay leave arrangements will not be applied in such circumstances.

## **21.6 Abandonment of Employment**

21.6.1 An Employee who has been absent from duty for seven (7) or more working days without Council's consent and does not establish, to the satisfaction of Council, a reasonable cause for the absence shall be deemed to have abandoned their employment.

21.6.2 Before an Employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee. Contact may be made in writing (letter or email), by telephone or via text.

21.6.3 Termination of employment for abandonment shall be effective from the date of the Employee's last attendance at work or the Employee's last day's absence without Council's consent.

## **22. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

22.1 To meet the needs of Council and an individual Employee, Council and an Employee may enter into an Individual Flexibility Arrangement (IFA) to vary the terms of this Agreement.

22.2 The following process will be followed:

22.2.1 The Employee, the Employee's Employee organisation (if applicable) and Council will consult and agree on arrangements to be implemented;

22.2.2 The arrangements must meet the operational requirements of Council; and

22.2.3 Both parties agree to genuinely consider any reasonable agreement proposed.

22.3 The terms of an IFA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the Employee. An IFA must not, on balance, result in an overall reduction in the entitlements or protections the Employee has under this Agreement and are only about matters required or permitted to be in this Agreement.

## **23. LOCAL AREA WORK AGREEMENT (LAWA)**

23.1 The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.

23.2 Where Council, relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:

23.2.1 Directly affected Employees, relevant Employee organisations that have coverage (if applicable) and Council will consult and agree on arrangements to be implemented;

23.2.2 The arrangements must meet the operational requirements of Council;

23.2.3 Agreement shall be obtained from more than 70% of affected Employees; and

23.2.4 The parties agree to genuinely consider any reasonable agreement proposed.

23.3 Where established, LAWA's will be read in conjunction with the Award/s and this Agreement.

23.4 The terms of a LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant Employees. A LAWA must not, on balance, result in an overall reduction in the entitlements or protections the relevant Employees have under this Agreement.

23.6 In the event an affected Employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA,

Council will reasonably consider alternative arrangements for the Employee. If agreement cannot be reached the Employee can implement the Dispute Resolution process prescribed in clause 12.

## **24. MAJOR PROJECT AGREEMENT (MPA)**

24.1 For major projects, the ordinary hours of work and span of ordinary hours shall be determined by mutual written agreement between Council and the Employee/s considering the needs of the project and to give flexibility for the workforce.

24.2 The following process will be followed:

24.2.1 Council will confer with relevant Employees to identify those Employees who are prepared to consider changing their ordinary hours of work and span of hours;

24.2.2 Directly affected Employees, relevant Employee organisations (if applicable) and Council will consult and agree on arrangements to be implemented;

24.2.3 The arrangements need to meet the operational requirements of Council;

24.2.4 Agreement needs to be obtained from more than 70% of affected Employees; and

24.2.5 All parties agree to genuinely consider any reasonable agreement proposed.

24.2.6 Where established, MPA's will be read in conjunction with the relevant awards and this Agreement.

24.3 The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and be signed by Council and the relevant Employees. An MPA must not, on balance, result in an overall reduction in the entitlements or protections the relevant Employees have under this Agreement.

24.4 In the event an affected Employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the MPA, Council will reasonably consider alternative arrangements for the Employee. If agreement cannot be reached the Employee can implement the Dispute Resolution process prescribed in clause 12.

## **25. UNION ENCOURAGEMENT**

This Agreement recognises the Unions party to this Agreement and their Employee delegates as legitimate representatives of Employees covered by this Agreement.

### **25.1 Union Delegates**

25.1.1 Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

25.1.2 Council shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

### **25.2 Trade Union Training Leave**

Trade Union training leave may be accessed in accordance with the relevant Award/s provision/s.

### **25.3 Deduction of Union Fees**

Upon a request in writing, Council shall provide a payroll deduction scheme for any Employee/s who wish to have their Union fees deducted from their payroll.

## 26. NO FURTHER CLAIMS

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

- (a) The parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;
- (b) This Agreement covers all matters or claims (from the combined unions) regarding the Employment of the Employees, which could otherwise be the subject of protected actions pursuant to *Industrial Relations Act 2016*; and
- (c) Neither party to this Agreement, will engage in protected action pursuant to the Industrial Relations Act 2016, in relation to the performance of any work covered by the Agreement during the term of this Agreement.

## SCHEDULE A – WAGES AND SALARY RATES

	Current @ December 2019		Base rate @ 1 <sup>st</sup> full pay period January 2020 2.5%		Base rate @ 1 <sup>st</sup> full pay period January 2021 2.5%		Base rate @ 1 <sup>st</sup> full pay period January 2022 2.5%
	Fortnight		Fortnight		Fortnight		Fortnight
<b>SBRC FIELD STAFF (76 hours / fortnight)</b>							
<b>A1</b>	---		---		---		---
<b>A2</b>	\$1,894.43		\$1,941.79		\$1,990.33		\$2,040.09
<b>A3</b>	\$1,919.71		\$1,967.70		\$2,016.89		\$2,067.31
<b>A4</b>	\$1,945.07		\$1,993.69		\$2,043.54		\$2,094.62
<b>A5</b>	\$1,957.81		\$2,006.75		\$2,056.92		\$2,108.34
<b>A6</b>	\$1,970.55		\$2,019.81		\$2,070.31		\$2,122.06
<b>B1</b>	\$2,000.68		\$2,050.70		\$2,101.96		\$2,154.51
<b>B2</b>	\$2,026.69		\$2,077.35		\$2,129.29		\$2,182.52
<b>B3</b>	\$2,053.10		\$2,104.43		\$2,157.04		\$2,210.96
<b>B4</b>	\$2,079.35		\$2,131.33		\$2,184.62		\$2,239.23
<b>C1</b>	\$2,106.33		\$2,158.98		\$2,212.96		\$2,268.28
<b>C2</b>	\$2,155.87		\$2,209.77		\$2,265.01		\$2,321.64
<b>C3</b>	\$2,183.09		\$2,237.67		\$2,293.61		\$2,350.95
<b>C4</b>	\$2,210.31		\$2,265.57		\$2,322.21		\$2,380.27
<b>D1</b>	\$2,251.12		\$2,307.40		\$2,365.09		\$2,424.21
<b>D2</b>	\$2,291.73		\$2,349.03		\$2,407.75		\$2,467.95
<b>D3</b>	\$2,332.38		\$2,390.69		\$2,450.46		\$2,511.72
<b>D4</b>	\$2,373.03		\$2,432.36		\$2,493.16		\$2,555.49

**SIGNATORIES**

Signed for and on behalf of the  
SOUTH BURNETT REGIONAL COUNCIL

}.....  
} **CHIEF EXECUTIVE OFFICER**

In the presence of

MJP Pitt PSM

.....  
Printed Name

} Rebecca Humphrey  
}  
}

29 May 2020

AUTOMOTIVE, METALS, ENGINEERING, PRINTING  
AND KINDRED INDUSTRIES INDUSTRIAL UNION OF  
EMPLOYEES, QUEENSLAND

}.....  
} **STATE SECRETARY**

In the presence of

Rohan Webb

Printed Name

}Melissa McAllister  
}  
}

8 June 2020



CONSTRUCTION, FORESTRY, MINING & ENERGY,  
INDUSTRIAL UNION OF EMPLOYEES

}.....  
} **STATE SECRETARY**

In the presence of

Jade Ingham

Emma Eaves.  
Printed Name

}.....  
}  
}

4 June 2020

THE AUSTRALIAN WORKERS' UNION OF  
EMPLOYEES, QUEENSLAND

}.....  
} **STATE SECRETARY**

In the presence of

Stephen Kenneth Baker

.....  
Printed Name

} Stacey Lee Schinnerl  
}  
}

02 July 2020

TRANSPORT WORKERS' UNION OF AUSTRALIA, UNION  
OF EMPLOYEES (QUEENSLAND BRANCH)

}.....  
} **STATE SECRETARY**

In the presence of

Peter Biagini

.....  
Printed Name

}Shannon John Miller  
}  
}

1 June 2020  
Date