

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Western Downs Regional Council

AND

Queensland Services, Industrial Union of Employees

Australian Workers' Union of Employees, Queensland

(Matter No. CB/2020/9)

**WESTERN DOWNS REGIONAL COUNCIL NON-OPERATIONAL STAFF
CERTIFIED AGREEMENT - 2020**

Certificate of Approval

On 26 March 2020, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: WESTERN DOWNS REGIONAL COUNCIL NON-
OPERATIONAL STAFF CERTIFIED AGREEMENT - 2020

**Parties to the
Agreement:**

- Queensland Services, Industrial Union of Employees
- Australian Workers' Union of Employees, Queensland

Operative Date: 26 March 2020

Nominal Expiry Date: 26 March 2023

Previous Agreement: *Western Downs Regional Council Enterprise Bargaining Certified Agreement - Internal 2012*

**Termination Date of
Previous Agreement:** 26 March 2020

Dated 26 March 2020

J. C. DWYER
Industrial Commissioner

WESTERN DOWNS REGIONAL COUNCIL

Non-Operational Staff Certified Agreement - 2020

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1. Title

- 1.1 This Certified Agreement shall be known as the Western Downs Regional Council Non-Operational Staff Certified Agreement - 2020 (Certified Agreement).

2. Application

- 2.1 The Certified Agreement shall apply to Western Downs Regional Council (Council), all Council employees covered by the *Queensland Local Government Industry (Stream A) Award – State 2017* and the Queensland Services, Industrial Union of Employees (QSU) and Australian Workers' Union of Employees, Queensland (AWU).
- 2.2 This Agreement shall not apply to the employment terms and conditions of those Senior Officers as provided for in Division 2 – Section 1, Clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*. All Senior Officers will be covered by contracts and this Agreement shall not apply to the employment terms and conditions of any such employee.

3. Period of Operation and Renegotiation of Agreement

- 3.1 This Certified Agreement shall operate, in accordance with its terms, from the date of certification in the Queensland Industrial Relations Commission (QIRC) and shall operate for a period of three (3) years.
- 3.2 Negotiations for a new agreement will commence six (6) months prior to the expiry date of this agreement.

4. Relationship to Parent Awards

- 4.1 The Certified Agreement shall be read and interpreted wholly in conjunction with the *Queensland Local Government Industry (Stream A) Award - State 2017*, provided that where there is any inconsistency between this Certified Agreement and the Award, the provisions of this Certified Agreement shall take precedence.

5. Single Bargaining Unit

- 5.1 A Single Bargaining Unit (SBU) comprising of the delegates and official of the Unions representing employees of council and including Unions which are parties to this Certified Agreement is recognised by the Council.

6. Enterprise Bargaining Team

- 6.1 The Single Bargaining Unit (SBU) representatives and Council management representatives will form the Enterprise Bargaining Team which has negotiated this Certified Agreement. The Enterprise Bargaining team meetings will be scheduled quarterly to discuss issues pertaining to the monitoring and implementation of the Certified Agreement. If there are no agenda items or the parties mutually agree, the scheduled meetings will not be held.

7. No Extra Claims

- 7.1 The parties to this Agreement agree that during the life of this Agreement, excluding variations to or replacement of the *Queensland Local Government Industry (Stream A) Award - State 2017* that were formally lodged with the Queensland Industrial Relations Commission prior to the certification of the Certified Agreement, there shall be no further extra claims during the life of this Agreement.

8. Objectives to the Agreement

- 8.1 The Certified Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly, it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:
- 8.1.1 Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.

- 8.1.2 Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- 8.1.3 Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- 8.1.4 Commit to maintaining a healthy and safe work environment.
- 8.1.5 Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- 8.1.6 Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- 8.1.7 The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

9. *Dispute/Grievance Settlement Procedure*

- 9.1 Effective communication between staff and 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.
 - 9.1.1 Any employee or employees with a genuine grievance or complaint regarding any aspect of the employment of such employee/s shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
 - 9.1.2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to notify the duly authorised Union official.
 - 9.1.3 Should the grievance still be unresolved, the matter should then be referred to the Chief Executive Officer and a duly authorised Union official who shall attempt to facilitate a resolution.
 - 9.1.4 If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission.
 - 9.1.5 While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
 - 9.1.6 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
 - 9.1.7 The above procedures do not restrict Western Downs Regional Council or an authorised representative or duly authorised official of the Union from making representations to each other.

10. *Consultation - Introduction of changes*

- 10.1 Employer's duty to notify
 - (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/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) Where the Award makes provision for alteration of any of the matters referred to in clauses 10.1(a) and (b) an alteration shall be deemed not to have significant effect.

10.2 Employer's duty to consult over change

- (a) The employer 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).
- (b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 10.1.
- (c) For the purpose of such consultation the employer 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.
- (d) Notwithstanding the provision of clause 10.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

11. **Annual Wage Increase**

11.1 The annual wage increases for the classifications contained in Schedule B will be as follows:

- 2.3% or \$35 per week, whichever is greater, operative from the first pay period after certification; and
- 2.3% or \$35 per week, whichever is greater, operative from the first pay period 12 months after certification; and
- 2.3% or \$35 per week, whichever is greater, operative from the first pay period 24 months after certification.

12. **Allowances**

12.1 The allowances contained in Schedule B shall be increased by 2.3% per annum, unless otherwise prescribed.

12.2 Unless the Allowance is prescribed in Schedule B it shall not apply.

13. **Working Hours**

13.1 Subject to Clause 14, the ordinary hours of work shall be 36.25 hours per week and shall be worked Monday to Friday between 6:00am and 6:00pm.

13.2 By mutual agreement between an employee and the Manager, the spread of ordinary hours can be varied to suit individual circumstances such as working from home, without penalties applying.

14. **Rostered Day Off (RDO)**

14.1 The employees covered by this Certified Agreement will work a nine (9) day fortnight cycle, with the option to work a nineteen (19) day four-week cycle, by mutual agreement, to be paid at ordinary time rates in accordance with one (1) of the following arrangements:

- Nine (9) Day fortnight cycle - 8.06 ordinary hours per day; or
- Nineteen (19) Day four-week cycle - 8.06 ordinary hours per day; or
- Nine (9) Day fortnight cycle - 38 ordinary hour - 8.5 ordinary hours on eight (8) days and eight (8) ordinary hours on one (1) day.

- 14.2 At the commencement of each six month period of this agreement, an officer may elect to work a 19 day month, provided that once an Officer agrees to work under this arrangement the Officer will not be permitted to return to the working hours as provided for within the present nine day fortnight system of working hours until the expiration of each fully completed six month period of the Certified Agreement. Commencement dates for the six-monthly periods shall be the first full pay period to commence on or after 1st January and 1st July each year.
- 14.3 The above arrangement will continue unless varied by mutual agreement when an employee commences work in a different position and/or if they are promoted to a new position.
- 14.4 The provision of an RDO is on the understanding that Officers consider operational requirements (eg staff on Annual Leave, Sick Leave etc) when taking their scheduled RDOs.

15. *Payment for Short Notice when Working RDO's*

- 15.1 If a staff member requests to work on a scheduled RDO, the officer may elect to be paid at ordinary time rates for that day or bank the RDO.
- 15.2 If a staff member is directed to work on a scheduled RDO without being given notice of one (1) clear business day, the officer may elect to be paid on the next pay day at overtime rates in accordance with provisions of the relevant Award or bank the RDO.

16. *Payout of Accumulated TOIL & RDO Amounts*

- 16.1 In the last pay period ending in November of each year, Council will make an annual payout at ordinary time rates of accumulated balances of combined TOIL and RDO accruals in excess of three (3) days, except as following:
- 16.1.1 Where an employee has previously applied for leave containing the excess accumulated TOIL and RDO balance, such leave will be taken within six (6) months of payout date. If the leave is cancelled by the employee and is not taken within this time period, the balance shall be paid out at ordinary time rates; and
- 16.1.2 Where an employee has applied for accumulated TOIL leave and such leave application has been refused by Council, such TOIL balance will, by mutual agreement, be either paid out at the applicable time and half rate in the first full pay period following the refusal or taken at another time subject to the provisions of the above clause.

17. *Part-time Employment*

- 17.1 All provisions for part-time employees are as per the Award except for the following conditions:
- 17.1.1 By mutual agreement, part time employees may be requested to work additional ordinary hours, up to an including 36.25 hours per week. Any additional ordinary hours worked under this arrangement will be taken into account in the pro rata calculation of leave entitlements.
- 17.1.2 All additional ordinary hours worked within the span of ordinary hours will not attract any overtime penalty rates.

18. *Casual Conversion*

- 18.1 A casual employee who has been engaged for a minimum of twelve (12) months service has a right to elect to have their employment converted to full time or part-time employment (according to the pattern of ordinary time worked) if it could be reasonably expected that their employment is to continue.

19. Meal Breaks/Rest Breaks

- 19.1 An employee who works for more than five (5) ordinary hours is entitled to an unpaid meal break, of not less than thirty (30) minutes and no more than one (1) hour to be taken between 3.5 to 6 hours from commencement of work.

Rest Breaks

- 19.2 Where an employee is rostered to work 7.25 hours or more on any one day, one rest break of twenty minutes is to be taken in the morning or by mutual agreement.

19.2.1 A casual or part time employee shall be entitled to a rest break of ten (10) minutes if they are rostered to work four (4) hours or more and an additional ten (10) minute rest break if rostered to work 7.25 hours or more.

20. Supervisors/Technical Officers Additional Payment

- 20.1 Supervisors/Technical Officers who are required to work a thirty-eight hour week whilst supervising or generating design work for workers covered by awards of the Queensland Industrial Relations Commission will be paid 1.75 hours per week over and above the standard 36.25 hours at ordinary rates. In relation to Technical Officers, this clause is to be implemented at the discretion of the Chief Executive Officer.
- 20.2 A Supervisor or Technical Officers will be entitled to receive the following allowances, if applicable, as outlined in Schedule B of this Agreement:
- Construction Workers Allowance
 - Camp Allowance
 - Tool Allowance
 - On Call Allowance

21. Annualised Salary

- 21.1 By mutual agreement, employees may enter into an agreement with Council to be paid at a yearly rate of pay to be paid pro-rata each fortnight with such yearly rate being based on an agreed number of overtime hours for the year factored into the rate and any unplanned overtime hours to be paid in addition. It is recommended that staff seek relevant Union/industrial advice prior to entering into any agreement.
- 21.2 A review will be conducted annually in relation to the operation of this clause.

22. Overtime Variation

- 22.1 By mutual agreement, an employee may work overtime. The employee may elect to be compensated in either of the following ways:
- 22.1.1 by payment on the next pay day at overtime rates in accordance with provisions of the relevant Award; or
- 22.1.2 by the taking of TOIL on an 'equal time off for equal hours worked' basis.
- 22.2 Officers on Level 6, or above, of the *Queensland Local Government Industry (Stream A) Award - State 2017* shall be compensated for overtime worked by payment on the next pay day of overtime rates unless it is mutually agreed that Clause 21.1.2 shall apply.

23. Multi-Skilling, Training and Development

- 23.1 The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required.
- Accordingly, Council commits itself to:
- Developing a more highly skilled and flexible workforce; and
 - Providing employees with career opportunities through appropriate training; and
 - Such training shall be structured and wherever possible nationally accredited.
- 23.2 Council will instigate a training and development program in consultation with its employees within the annual allocation set in Council's budget to ensure the current and future needs of the Council.

- 23.3 Where possible, training and skill development is to be carried out in normal working hours.
- 23.4 The parties agree that ordinary time will be paid to those employees unless otherwise specified who agree to attend a Council approved course of training, retraining or work-related conference/seminar outside normal hours of work.
- 23.5 Council will organise transport or reimbursement of travel costs associated with Council sponsored training events. Duration of training is deemed to include reasonable travel time to and from the venue.
- 23.6 An employee undertaking travel outside of their ordinary hours of work to attend a training session shall be paid for such travel at the employee's ordinary rate of pay for the time travelled.
- 23.7 In regard to training courses, Council will pay for accommodation costs should the training (inclusive of travel time) exceed ten (10) hours.
- 23.8 Completion of training courses will be acknowledged upon receipt of written certification of completion.

24. Domestic and Family Violence Leave

- 24.1 Council is committed to supporting victims of domestic and family violence to continue to participate in the workplace and maintain their employment by providing a range of support. It is recognised that some employees may sometimes experience a situation of violence in their personal life that may affect their attendance, needs or performance at work.
- 24.2 Employees (other than casual employees) who experience and are victims of domestic violence are entitled to up to ten (10) days paid Domestic and Family Violence Leave each year, in accordance with the full principles of Part 3 Division 7 of the *Industrial Relations Act 2016*.
 - 24.2.1 A long term casual employee who experiences and is a victim of domestic violence is entitled to ten (10) unpaid days each year.
 - 24.2.2 A short term casual employee who experiences and is a victim of domestic violence is entitled to two (2) unpaid days each year.
- 24.3 This leave is separate to other leave accruals and employees are also able to access other leave types for periods related to Domestic or Family Violence.
- 24.4 It is acknowledged that employees facing domestic or family violence situations may not be in a position to supply supporting documentation. In principle requests for leave associated with these situations will not be unreasonably refused and they will be handled in a sensitive, confidential, supportive and non-judgemental manner.
- 24.5 Council will not discriminate or take any adverse action against an employee if attendance or work performance is impacted as a result of being a victim of family or domestic violence. In return it is expected that employees affected will seek assistance and advise their supervisor of the general progress of that assistance as appropriate.

25. Parental Leave

- 25.1 In addition to the Award provisions, Council will provide payment to employees (other than casuals) who are on maternity leave on the following basis:
 - 25.1.1 Two (2) weeks paid maternity leave after completing one year of continuous service with Western Downs Regional Council;
 - 25.1.2 Four (4) weeks paid maternity leave after completing four years continuous service with Western Downs Regional Council;
 - 25.1.3 Six (6) weeks paid maternity leave after completing six years continuous service with Western Downs Regional Council.

- 25.2 After twelve (12) months continuous service for permanent employees, one (1) week's paid non-birth partner leave shall be available for the partner immediately following the birth of the child/children or adoption of a child/children.
- 25.3 Payment of said leave shall be calculated at the ordinary rate of pay and may be taken either as full pay or at half pay and paid parental leave is to be pro-rata for part-time employees. An employee will accrue leave whilst receiving payment for parental leave in accordance with Clause 25.1
- 25.4 The total period of maternity leave available to an employee on any one occasion shall be 52 weeks, which is inclusive of the above periods of leave.

26. Personal Leave

- 26.1 An employee, other than a casual employee, is entitled to fifteen (15) days (pro-rata for part time employees) per year of paid personal leave and such accrual shall be uncapped.
- 26.2 An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. For example, a part-time employee will accrue personal leave on a pro-rata basis.

27. Bereavement Leave

- 27.1 Employees may be granted bereavement leave on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below:

27.1.1 Employees are entitled to ten (10) working days leave for immediate family members or household members. Additional time away from the workplace will be at the discretion of the Chief Executive Officer.

An **immediate family member** is a: spouse or former spouse, de facto partner or former de facto partner, child, parent, grandchild, sibling or child, parent or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner). This definition includes step-relations (e.g. Step-parents and step-children) as well as adoptive relations.

A **household member** is: any person who lives with the employee; they do not need to be a relative. For bereavement leave entitlements for family members not mentioned above, refer to the relevant Enterprise Agreement.

27.1.2 Employees are entitled to a total of four (4) working days leave for grandfather, grandmother, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law, half-sister, half-brother, first aunt, first uncle.

- 27.2 This shall be subject to the production of satisfactory evidence of death to Council or the completion of a statutory declaration under the provisions of the *Oaths Act* if required.
- 27.3 Employees may also be granted a maximum of four (4) ordinary hours' time off in other special circumstances to attend a funeral service without loss of payment with prior approval from the employee's immediate supervisor.
- 27.4 Other leave entitlements, other than sick leave, may be used for the provision of additional Bereavement Leave.

28. Payout of Annual Leave

- 28.1 Where an employee makes a request to have a part of their annual leave entitlement paid out, the following provisions shall apply:

28.1.1 The minimum payout shall be two (2) weeks;

28.1.2 The payout of annual leave shall include annual leave loading of 17.5%;

Example: If an employee was paid out four (4) weeks at \$500 per week, the employee will be entitled to be paid \$2000 plus 17.5% loading giving a total of payout of \$2,350.

28.1.3 The remaining employee annual leave balance as a result of the payout shall be no less than eight (8) weeks; and

28.1.4 An employee may make one (1) application for the payout of annual leave per financial year.

29. Long Service Leave

- 29.1 An employee shall be entitled to thirteen (13) weeks paid leave after ten (10) years of continuous service, with a pro rata payment after seven (7) years continuous service. Employees are not entitled to retrospectively claim long service leave entitlements outlined in this clause.
- 29.2 All service accrued at the rate of 1.3 weeks per year of service in existing Agreements, prior to the commencement of this Agreement, shall be preserved.
- 29.3 An employee may make a written request to the CEO or relevant delegate, to request cashing out of a portion of their accrued pro-rata long service leave entitlements (ie a minimum of seven (7) years LSL accruals = 9.1 weeks) where there is a genuine case of hardship or distress. The minimum period of LSL that can be paid out is one (1) week.

30. Superannuation

- 30.1 Superannuation contributions will be made to a complying fund of the employee's choice. Where the employee does not choose a fund, superannuation payments will be made by Council to LGIA Super as the default fund.
- 30.2 Whilst an employee is on workers' compensation, Council will continue to pay superannuation employer contributions.

31. Abandonment of Employment

- 31.1 An employee who has been absent for seven (7) or more working days without Council's consent and who does not, during such time, establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.
- 31.1.1 Before an employee's employment is terminated on the basis of abandonment of employment, Council shall make a reasonable effort to contact the employee.
- 31.1.2 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 with Council's consent.

32. Redundancy Provisions

- 32.1 Redundancy will be as per the Award with the exception of the following:
- 32.1.1 Two (2) weeks' pay per year of service uncapped with a minimum of five (5) weeks payment.

33. Salary Sacrifice

- 33.1 Salary Sacrifice will be available to all employees through Council's preferred supplier, in accordance with provisions set out by the Australian Taxation Office.
- 33.2 The opportunity to investigate Salary Sacrifice options will be offered on the proviso that it is financially advantageous to the Employee and at no cost to the Western Downs Regional Council. Western Downs Regional Council recommends that an employee seek qualified/bona-fide financial advice before taking up salary sacrificing provisions. Western Downs Regional Council will not provide financial advice in regard to such arrangements.

34. Wage/Salary Maintenance on Workers Compensation

- 34.1 This clause entitles a worker who has suffered a serious work-related injury or illness to receive a salary 'top up' to be paid from accrued sick leave balances on workers compensation leave, where all of the following conditions are met:
- 34.1.1 the employee has lodged a worker's compensation claim with Council's insurer Local Government WorkCare and the claim has been allowed and a weekly compensation rate has been agreed; and

34.1.2 the employee has accrued sick leave balances available; and

34.1.3 the employee was employed at the time of the injury or illness and continues to be employed; and

34.1.4 a Local Government WorkCare appointed/authorised medical specialist has certified that the employee is unable to participate in a Suitable Duties Program.

34.2 Entitlement to this provision would be decided by the Chief Executive Officer on a case-by-case basis.

35. *Resource Utilisation - Special Projects*

35.1 The provision to allow, by mutual agreement of the employees concerned and the relevant Unions, flexibility to negotiate on both Award and the relevant state Certified Agreement, terms and conditions of employment for special projects and/or operations providing that the overall terms and conditions are no less favourable than the conditions outlined in both the relevant Awards and in the Certified Agreement and any variations shall be documented.

36. *Attendance at Court*

36.1 Any payments received by the employee to attend jury service will be paid to Council and the Council will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

37. *Flu Vaccines*

37.1 An annual provision of the Influenza vaccination will be offered to employees who wish to participate in a bulk vaccination program at no cost to the employee.

38. *Natural Disasters*

38.1 Employees who are unable to present at work due to a natural event in Australia (including flood & bush fire) will be afforded an opportunity to reschedule and use an RDO in lieu of attending work. If an employee is unable to attend work on subsequent days, Council shall grant the employee a maximum of two (2) days paid special leave, provided the employee endeavours to carry out work from home where practical.

38.2 Upon receipt of submissions, the Chief Executive Officer may consider further assistance on a case by case basis.

39. *Job Security*

39.1 Council values the contribution that its employees make to the on-going operations of the organisation and Council recognises the importance of utilising a day labour force for the provision of services to communities across the regional area.

39.2 Council acknowledges that, in general, services are provided as a community service obligation and not on a commercial or for profit basis to the disadvantage of local communities or Council employees.

39.3 External resources may be used when the expertise needed is not readily available through internal resources or there is not enough existing Council staff to meet requirements.

39.4 Council commits that for the life of this agreement all workplace re-locations will be by mutual agreement and no employee will be forcibly re-located.

40. *Use of Contractors*

40.1 The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council as possible. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.

40.2 Such steps shall include measures to increase the security of employee's employment; however, the parties recognise that the Council will require the use of Contractors to carry out Council work.

- 40.2.1 Council's permanent fulltime employees will always be given first preference to higher duties positions over contractors, operations permitting.
- 40.2.2 Council may use Contractors where the work volume is beyond the capacity of Council resources or existing staff. (Capacity shall not be measured by artificial means, for example, intentional non-filling of vacancies or running down of plant and equipment) and only when all other employment opportunities and plant and material resources have been exhausted.
- 40.2.3 Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- 40.2.4 Subject to these provisions, Contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- 40.2.5 Where Council employs an Apprentice or Trainee through a Group Training Organisation using a Host Employment Agreement, or other such Agreement, Council will ensure any such Agreement is in alignment with the Conditions of this Certified Agreement.

41. Positive Employment Relations

New Employees

- 41.1 Council will, upon the engagement of a new employee covered by the *Queensland Local Government Industry (Stream A) Award – State 2017*, provide the employee with access to the Certified Agreement and duly inform the employee of the relevant union representation within the workplace.

Workplace Delegates

- 41.2 Council recognises the role that workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant union that an employee has been appointed as a workplace delegate the Council will recognise the employee as a workplace delegate and grant them the following:
 - 41.2.1 Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
 - 41.2.2 Reasonable access to management representatives of the Council for the purpose of resolving issues of concern to union members;
 - 41.2.3 Reasonable time in working hours to attend authorised Union training.

Facilities and Conditions

- 41.3 The following facilities and conditions will be made available to members and delegates:
 - 41.3.1 Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time at the request of Council, the appropriate rate of pay will be paid;
 - 41.3.2 Wherever possible, access to a room with normal office facilities to discuss employment matters;
 - 41.3.3 No employee will be disadvantaged as a result of activities conducted in accordance with this clause provided the privilege is not abused.

Meeting Notices and Newsletters

- 41.4 The Council will provide an accessible space within each work location for the posting of any relevant Award and the Certified Agreement, and notices pertaining to employment relations within the workplace produced by the relevant union. The relevant Union workplace delegate will be provided with access to this space.

Right of Entry

41.5 In accordance with the provisions outlined in section 348 of the *Industrial Relations Act 2016*, an authorised officer of the relevant union will have rights of access and entry to the premises of the Council for the following purposes:

- Meeting with workplace delegates;
- Meetings with members of staff; and
- Meetings with relevant management team members associated with this agreement or current industrial workplace issues.

42. Travel Time

42.1 An employee required, for work purposes, to travel outside of their ordinary hours from their usual place of employment to an alternative workplace will be paid at the rate of time and a half for the time so travelled. Travel outside of ordinary hours for training purposes shall be in accordance with Clause 23.6 of the Agreement.

Schedule A - Wage Schedule

				1st Year		2nd Year		3rd Year	
Classification	Step	Per Annum 9 Day F/N	Weekly Amount 36.27 Hours	Per Annum 9 Day F/N	Weekly Amount 36.27 Hours	Per Annum 9 Day F/N	Weekly Amount 36.27 Hours	Per Annum 9 Day F/N	Weekly Amount 36.27 Hours
Under 17 - 55%		32832.80	631.40	34652.80	666.40	36472.80	701.40	38292.80	736.40
17 yrs - 60%		34658.00	666.50	36478.00	701.50	38298.00	736.50	40118.00	771.50
18 yrs - 70%		38313.60	736.80	40133.60	771.80	41953.60	806.80	43773.60	841.80
19 yrs - 80%		41964.00	807.00	43784.00	842.00	45604.00	877.00	47424.00	912.00
20 yrs - 90%		45619.60	877.30	47439.60	912.30	49259.60	947.30	51079.60	982.30
1	1	49270.00	947.50	51090.00	982.50	52910.00	1017.50	54730.00	1052.50
	2	50076.00	963.00	51896.00	998.00	53716.00	1033.00	55536.00	1068.00
	3	51204.40	984.70	53024.40	1019.70	54844.40	1054.70	56664.40	1089.70
	4	52416.00	1008.00	54236.00	1043.00	56056.00	1078.00	57876.00	1113.00
	5	53627.60	1031.30	55447.60	1066.30	57267.60	1101.30	59087.60	1136.30
	6	54816.48	1054.16	56636.48	1089.16	58456.48	1124.16	60276.48	1159.16
2	1	56192.94	1080.63	58012.94	1115.63	59832.94	1150.63	61652.94	1185.63
	2	57644.67	1108.55	59464.67	1143.55	61284.67	1178.55	63104.67	1213.55
	3	59160.93	1137.71	60980.93	1172.71	62800.93	1207.71	64620.93	1242.71
	4	60720.20	1167.70	62540.20	1202.70	64360.20	1237.70	66180.20	1272.70
3	1	62284.85	1197.79	64104.85	1232.79	65924.85	1267.79	67744.85	1302.79
	2	63865.63	1228.19	65685.63	1263.19	67505.63	1298.19	69325.63	1333.19
	3	65473.29	1259.10	67293.29	1294.10	69113.29	1329.10	70933.29	1364.10
	4	67086.33	1290.12	68906.33	1325.12	70726.33	1360.12	72546.33	1395.12
4	1	68694.00	1321.04	70514.00	1356.04	72334.00	1391.04	74154.00	1426.04
	2	70307.04	1352.06	72127.04	1387.06	73947.04	1422.06	75767.04	1457.06
	3	71920.08	1383.08	73740.08	1418.08	75560.08	1453.08	77380.08	1488.08
	4	73533.12	1414.10	75353.12	1449.10	77173.12	1484.10	78993.12	1519.10
5	1	75140.78	1445.02	76960.78	1480.02	78780.78	1515.02	80600.78	1550.02
	2	76753.82	1476.04	78573.82	1511.04	80393.82	1546.04	82242.88	1581.59
	3	78366.86	1507.06	80186.86	1542.06	82031.16	1577.52	83917.88	1613.81
6	1	81049.88	1558.65	82914.03	1594.50	84821.05	1631.17	86771.94	1668.69
	2	83732.91	1610.25	85658.76	1647.28	87628.91	1685.17	89644.38	1723.93
	3	86518.09	1663.81	88508.01	1702.08	90543.69	1741.22	92626.19	1781.27
7	1	88486.00	1701.65	90521.18	1740.79	92603.16	1780.83	94733.04	1821.79
	2	91792.73	1765.24	93903.96	1805.85	96063.75	1847.38	98273.22	1889.87
	3	94432.74	1816.01	96604.69	1857.78	98826.60	1900.51	101099.61	1944.22
8	1	97707.21	1878.98	99954.48	1922.20	102253.43	1966.41	104605.26	2011.64
	2	100922.54	1940.82	103243.75	1985.46	105618.36	2031.12	108047.58	2077.84
	3	104148.62	2002.86	106544.03	2048.92	108994.55	2096.05	111501.42	2144.26
	4	107170.38	2060.97	109635.30	2108.37	112156.91	2156.86	114736.52	2206.47
	5	110197.52	2119.18	112732.06	2167.92	115324.90	2217.79	117977.37	2268.80

Schedule B - Allowances

Name	Agreement Clause Reference	Current Rate	1st Full Pay Period on or after (DATE)2020	1st Full Pay Period on or after (DATE) 2021	1st Full Pay Period on or after (DATE)2022
Meal Allowance	1.1	\$13.80	\$14.11	\$14.43	14.76
Camping Allowance	1.2	\$42.61	\$43.59	\$44.59	\$45.62
First Aid Attendant Allowance	1.3	\$18.10	\$18.52	\$18.95	\$19.39
Construction Worker Allowance	1.4	\$32.70	\$33.45	\$34.22	\$35.01

1.1 Meal Allowance

- 1.1.1 Employees required to continue working more than two (2) hours after their normal ceasing time on ordinary week days, payment of the meal allowance will be made. After each further period of 4 hours overtime on the same day another meal allowance will be paid.

1.2 Camp Allowance

- 1.2.1 Where for the performance of the employee's work it is necessary for employees to live in a camp provided by the Council free of charge, either because there are no reasonable transport facilities to enable that employee to travel to and from the employee's home each day or because the employee is directed to live in such camp, then:

1.2.1.1 Such employee shall be paid a camping allowance per day (including Saturday and Sunday).

1.2.1.2 When employees live in a camp during the week and return home for a week- end or part of a week-end but is not absent from the job for any of the ordinary working hours, the employee shall be paid camping allowance for each of the normal working days.

1.2.1.3 An employee who returns home or is otherwise absent from camp for not more than two (2) nights during that week but who does not absent themselves from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for each of the normal working days.

- 1.2.2 This allowance shall not be payable when an employee is being accommodated in a motel, because board and accommodation is paid for by Council.

1.3 First Aid Attendant Allowance

- 1.3.1 Where Council appoints an employee, who holds an appropriate first-aid certificate as a first-aid attendant, an additional allowance (as per the schedule) per week in which an employee works three (3) days or more shall be paid to such employee.

1.4 Construction Workers Allowance

- 1.4.1 A Construction Workers Allowance will be payable as per the provisions of the Queensland Local Government Industry (Stream B) Award – State 2017 Clause 13.2.

1.5 On Call/Availability Arrangements

- 1.5.1 These arrangements apply to staff who are rostered to be on call.
- 1.5.2 Monday to Sunday (incl Public Holidays) - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$20.00 (subject to Award increases) for each day and/or night during which the employee remains on call.
- 1.5.3 Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for a working day of 8 hours:
 - 1.5.3.1 Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours:
 - 1.5.3.2 Provided further, if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.
 - 1.5.3.3 Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.
 - 1.5.3.4 An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the Council's premises outside ordinary hours to perform a specific job.
 - 1.5.3.5 Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by the above clause a minimum payment of 1 ½ hours at penalty rates shall apply on a Saturday and Sunday.
 - 1.5.3.6 The first callout on a weekday will be paid at a minimum of two (2) hours at penalty rates.
- 1.5.4 Council commits to applying any increases to this allowance as per the Western Downs Regional Council Operational Staff Certified Agreement.

1.6 Work In the Rain

- 1.6.1 Work in the Rain shall only be performed when work is required to complete an urgent task (as deemed by the Supervisor), or to ensure the safety of a work site.
- 1.6.2 Council shall ensure the safety of employees undertaking such work and provide appropriate protective equipment.
- 1.6.3 Any employee who customarily works in emergencies, securing a site or having to perform a necessary task where directed shall receive penalty rates as per the Award.
- 1.6.4 Where an employee is required to perform work in the rain and by so doing gets clothing wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed if practicable whichever is earlier.
 - 1.6.4.1 An employee entitled to an additional payment pursuant to the abovementioned Clause shall not be entitled to any additional payments prescribed by clause 13.24 of the *Queensland Local Government Industry (Stream B) Award - 2017*.
- 1.6.5 During wet/extreme weather, alternative employment may be found. In the event there is no alternative work available, employee and the employer may mutually agree to take an RDO or TOIL but Council will give priority to conducting appropriate training in lieu of an RDO.
- 1.6.6 All employees are required to attend work on their normal starting time each working day. In the event that there is no likelihood of productive work for the day commencing at the normal starting time due to wet/extreme weather, Council will not require employees to remain at work and will pay a minimum of three (3) hours in lieu of work on a wet/extreme weather day.

SIGNATORIES

SIGNED for and on behalf of the
Western Downs Regional Council

Ross Musgrove

Print Name

Ross Musgrove

Chief Executive Officer

In the presence of:

Scott Thompson

Print Name

Scott Thompson

Witness

11 – 02 – 2020

Date

Signed on behalf of Australian Workers'
Union of Employees, Queensland

Stephen Baker

Print Name

Stephen Baker

(Signature)

Secretary

Title

Samantha Stokes

In the presence of:

Witness

Samantha Stokes

Witness Name

13 / 2 / 2020

Date

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

Neil Henderson

Print Name

Neil Henderson

(Signature)

Secretary

In the presence of:

Title

Tarundeep Cambow

Witness

Tarundeep Cambow

Witness Name

10 February 2020

Date