

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016*

Mackay Regional Council

AND

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

Plumbing and Pipe Trades Employees Union

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

Electrical Trades Union

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

*(Matter No. CB/2021/10)*

**MACKAY REGIONAL COUNCIL DETERMINATION 2022**

On 19, 20 and 21 January 2022, the Full Bench of the Commission arbitrated the attached Determination:

<b>Name of Determination:</b>	<i>Mackay Regional Council Determination 2022</i>
<b>Parties to the Determination:</b>	Mackay Regional Council Queensland Services, Industrial Union of Employees The Australian Workers' Union of Employees, Queensland Plumbing and Pipe Trades Employees Union Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees Electrical Trades Union Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
<b>Operative Date:</b>	19 April 2022
<b>Nominal Expiry Date:</b>	30 June 2024
<b>Previous Agreement:</b>	This Determination replaces the <i>Mackay Regional Council Certified Agreement 2017</i> which was terminated on 19 April 2022

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## **PART ONE – GENERAL PROVISIONS**

### **1. TITLE**

- 1.1. This Determination shall be known as the Mackay Regional Council Determination 2022.

### **2. APPLICATION, COVERAGE AND PARTIES BOUND**

- 1.2. This Determination applies to, and is binding on, Mackay Regional Council, all of its employees (except where specifically excluded within this Determination) and the following Unions:

AMWU	Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
AWU	The Australian Workers' Union of Employees, Queensland
CFMEU	The Construction, Forestry, Mining & Energy, Industrial Union of Employees
ETU	The Electrical Trades Union of Employees, Queensland
PGEU	Plumbers and Gasfitters Employees' Union Queensland, Union of Employees
QSU	Queensland Services, Industrial Union of Employees

- 1.3. This Determination does not apply to the Chief Executive Officer (CEO) or to any senior officers (as defined by the Stream A Award) in instances where the Council and the senior officer concerned enter into a written contract of employment which states that the Award is not to apply to the terms and conditions of employment of the senior officer.

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

- 3.1. This Determination shall operate from the date 19 April 2022. Salaries and wages will be paid at the rates as per Schedules 1, 2 and 3 with effect from the first full pay period after 1 July 2022.
- 3.2. The nominal expiry date of this Determination is 30 June 2024.
- 3.3. This Determination will continue to operate until it is terminated or replaced subject to the provisions of the Industrial Relations Act 2016.
- 3.4. The parties undertake to commence discussion on a replacement Certified Agreement no less than six (6) months prior to the nominal expiry of this Determination.

### **4. RELATIONSHIP TO THE PARENT AWARD**

- 4.1. This Determination shall be read and interpreted in conjunction with the terms of the following parent Awards:
- a. Queensland Local Government Industry (Stream A) Award – State 2017

- b. Queensland Local Government Industry (Stream B) Award – State 2017
- c. Queensland Local Government Industry (Stream C) Award – State 2017

4.2. Where there is any inconsistency between this Determination and the applicable parent Award, this Determination shall prevail to the extent of the inconsistency.

4.3. Where this Determination is silent, the terms of the applicable parent Award shall apply.

## 5. NO EXTRA CLAIMS

5.1. The parties to this Determination agree not to pursue any further claims during the duration of this Determination.

5.2. The parties agree that any variation that may occur to an Award entitlement during the life of this Determination that provides a more generous entitlement than those prescribed by this Determination, will apply.

5.3. The rates of pay specified in this Determination and the documented escalation for pay rates shall apply for the duration of this Determination.

## 6. DEFINITIONS

**Act** shall mean the Queensland Industrial Relations Act 2016.

**Apprentice** shall mean an apprentice as defined by the Further Education and Training Act 2014 who is engaged in a relevant full-time apprenticeship with Council.

**Award** shall mean all relevant parent Awards listed in this Determination.

**CEO** means the Chief Executive Officer of the Mackay Regional Council.

**Commission** shall mean the Queensland Industrial Relations Commission constituted pursuant to the Act.

**Commissioner** shall mean a Commissioner of the Commission.

**Continuous Service** (in regards to a transfer entitlement) shall mean service with a Queensland local government authority or with more than one (1) Council which has been continuous except for the employee having been dismissed or stood down, or by the employer having terminated the employee's service with the Council provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous Council, plus a further period of four (4) weeks.

**Council** shall mean Mackay Regional Council.

**Employee** shall mean an employee of Mackay Regional Council.

**Employer** shall mean the Mackay Regional Council.

**Entertainment Precinct** shall mean MECC.

**Hourly rate** or an **employees' hourly rate** shall mean the Determination rate of pay prescribed by this Determination for the work performed divided by the number of hours which constitute the employee's ordinary

working week.

**Immediate Family** shall mean spouse and partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as their partner (including same-sex partner), husband or wife on a bona fide domestic basis. Child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse of the employee.

**JCC** shall mean Joint Consultative Committee.

**MECC** shall mean the Mackay Entertainment and Convention Centre.

**Nominated Representative** shall mean in relation to an employee, a person selected by the employee to assist or represent the employee. The person may be either another employee of Council or, at the request of the employee, an officer or employee of the relevant Unions, or any person chosen by the employee who does not present a conflict of interest (but not if such a person is a current practicing solicitor or barrister).

**RDO** shall mean Rostered Day Off.

**TOIL** shall mean Time Off in Lieu.

**Trainee** shall mean a trainee as defined by the Further Education and Training Act 2014 who is engaged in a relevant traineeship of at least a twelve (12) month period with the Council. So, there is no doubt, any other form of trainee will not be covered by this Determination.

**Unions** shall mean and refers to the union/s as outlined in Clause 2 of this Determination.

## **7. PURPOSE AND OBJECTIVES OF THE DETERMINATION**

7.1. The purpose of this Determination is to:

- a. improve productivity and efficiency within the Council;
- b. facilitate greater flexibility of working arrangements within the framework of this Determination;
- c. provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of this Determination;
- d. provide the time, resources, processes and people for the above to occur;
- e. comply with all relevant Legislation.

7.2. Objectives of the Determination:

- 7.2.1. Increase both accountability and responsiveness to the community and deliver significant benefits to the customers of the Council.
- 7.2.2. Participation by the Council, management, employees and their union/s, where appropriate, and customers in the continuous improvement process, particularly in the development of more efficient work practices and quality improvement.
- 7.2.3. Use of the Council's best endeavours to maintain employment security for all current employees.
- 7.2.4. Achieve 'best practice' in all areas of the Council and equal opportunity, Occupational Health and Safety (OHS) and environmental performance.
- 7.2.5. Develop a team approach and a more cooperative working environment.

- 7.2.6. Prevent discriminatory practices and procedures.
- 7.2.7. No employee shall be disadvantaged in respect of the following as a result of the implementation of this Determination:
  - a. employment security;
  - b. wage/salary and conditions of employment;
  - c. career structure;
  - d. occupational health and safety.

## **8. PRODUCTIVITY AND EFFICIENCY MEASURES**

### **8.1. Productivity Measurement**

- 8.1.1. The parties agree that quantitative measurement of productivity is difficult in the service sector, and in Local Government in particular.
- 8.1.2. The parties recognise that improved service to the public and internal clients constitutes a productivity increase within the Council.
- 8.1.3. Where possible, the parties will aim to improve the quality, efficiency and accessibility of client service.

### **8.2. Productivity and Efficiency Improvements**

- 8.2.1. All parties agree and commit to achieving improvement in productivity and efficiency.

## **PART TWO – TERMS OF EMPLOYMENT**

## **9. TYPES OF ENGAGEMENT**

### **9.1. Employees will be employed in one (1) of the following categories:**

- a. full-time employment;
- b. part-time/job share employment;
- c. casual employment;
- d. maximum term employment.

### **9.2. Upon engagement, the Council shall provide to an employee, details of their employment in writing stipulating the terms of their engagement and in particular whether they are to be full-time, part-time/job share, casual or maximum term and:**

- a. the basis of their employment;
- b. the duties required (position description);
- c. any specific periods of work;
- d. the rate of pay;
- e. location of appointment.

### **9.3. Full-Time Employment**

- 9.3.1. Full-time employment means employment which requires the employee to work full-time hours per week or such ordinary hours as determined in accordance with this Determination. Full-time employment does not include part-time/job share, casual or maximum term employment as defined

by this Determination.

- 9.3.2. For the purposes of Clause 9.3 full-time hours are deemed to be thirty-six (36) and a quarter (¼) per week for Stream A employees and thirty-eight (38) hours per week for Stream B and C employees.

#### 9.4. Part-Time Employment

- 9.4.1. Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee for which all Determination entitlements are paid on a pro-rata/ basis.
- 9.4.2. At the time of engagement, the Council and the part-time employee will agree in writing on a pattern of work relevant to the position. This pattern can be modified at any time mutually agreed between the Council and employee.
- 9.4.3. A part-time employee employed under the provisions of this Clause must be paid at an ordinary hourly rate calculated by dividing the annual Determination salary for the classification in which the employee is employed by fifty-two (52) and dividing the result by the full-time hours of the role, in accordance with Clause 9.3.2.
- 9.4.4. Part-time employees will be paid at ordinary time when they agree to work additional hours up to the ordinary hours of a full-time employee. Overtime will apply after exceeding the ordinary hours of a full time employee per day, or per week, as in the same way that it applies to a full-time employee.
- 9.4.5. A part-time employee may refuse, and the Council must not attempt to force, a part-time employee to work any hours over and above their normal part-time hours in circumstances that would be unreasonable having regard to:
- a. any risk to the employee's health and safety;
  - b. the employee's personal circumstances including any family responsibilities;
  - c. the needs for the workplace and enterprise;
  - d. the notice (if any) given by the Council of the additional hours and by the employee of their intention to refuse it;
  - e. any other relevant matter.

#### 9.5. Job-Share Employment

- 9.5.1. Any permanent full-time position may be filled by two (2) part-time employees on a job-sharing basis where job-sharing is convenient to the requirements of the position and there is agreement between the employees and the Council. The parties to this Determination agree that job-sharing arrangements do not require an equal (50:50) division of the position. The arrangements of the job share will be contained in a written agreement signed by the individual employees concerned, relevant supervisor and CEO or delegated authority.
- 9.5.2. Employees so employed shall be engaged as per the provisions of this Determination, with all entitlements provided on a pro-rata basis. All arrangements made pursuant to this Clause shall be subject to an annual review process, in order to assess the effectiveness of the position being performed in this manner.

#### 9.6. Casual Employment

- 9.6.1. Casual employee shall mean an employee engaged and paid as such, who is employed on an hourly basis with a minimum engagement period and whose employment is subject to termination with at least one (1) days' notice that their services are no longer required.



#### 9.7. Minimum Period of Engagement – Casual Employment

- 9.7.1. Casual employees shall be engaged for a minimum period of two (2) hours on each engagement or be paid for a minimum of two (2) hours at the appropriate casual rate.
- 9.7.2. In the absence of one (1) days' notice of non-requirement of services (cessation of engagement), any rostered times within the twenty-four (24) hours of the notice period will be paid.

#### 9.8. Hours of Work – Casual Employment

- 9.8.1. For Stream A employees, Saturdays and Sundays are to be regarded as ordinary time days. Casual employees are able to work any five (5) out of seven (7) days at ordinary rates between the hours of 6:00am and 9:30pm.

The ordinary hours of duties for casual employees shall be a maximum of thirty-six (36) and a quarter ( $\frac{1}{4}$ ) per week or seven (7) and a quarter ( $\frac{1}{4}$ ) per day.

- 9.8.2. For Stream B and C employees, Monday to Friday are to be regarded as ordinary time days. Casual employees are able to work at ordinary rates between the hours of 6:00am and 6:00pm.

The ordinary hours of duties for casual employees shall be a maximum of thirty-eight (38) per week or seven (7) hours thirty-six (36) minutes in any one (1) day.

#### 9.9. Rates of Pay – Casual Employment

- 9.9.1. For Stream A employees, the ordinary hourly rate of pay of casual employees shall be ascertained by dividing the annual salary for the classification in which the employee is employed by fifty-two (52) and dividing the resultant answer by thirty-six (36) and a quarter ( $\frac{1}{4}$ ) and adding the following loadings:
- a. For all Stream A casual employees who commenced with the Council prior to the lodgement of the Mackay Regional Council Certified Agreement 2008 and who for a period of at least twelve (12) months regularly worked in excess of ten (10) hours per week:

<b>For all Ordinary Time Worked Between</b>	<b>Loading on Hourly Rate</b>
Monday – Friday 6:00am to 6:00pm	25%
Monday – Friday 6:00pm to 9:30pm and Saturday 6:00am to 12:00pm	31%
All other times	75%

- b. For all other Stream A casual employees:

<b>For all Ordinary Time Worked Between</b>	<b>Loading on Hourly Rate</b>
Monday – Friday 6:00am to 6:00pm	25%
All other times	31%

- 9.9.2. For Stream B and C employees, the ordinary hourly rate of pay of casual employees shall be ascertained by dividing the annual salary for the classification in which the employee is employed by fifty-two (52) and dividing the resultant answer by thirty-eight (38) and adding the following loadings:

<b>For all Ordinary Time Worked Between</b>	<b>Loading on Hourly Rate</b>
Monday – Friday 6:00am to 6:00pm	25%

9.10. Overtime – Casual Employment

- 9.10.1. All time worked by a casual employee outside or in excess of the ordinary hours of duty shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Monday to Friday; plus 100% on Saturday and Sunday.

To provide clarity the calculation is - Base rate + (base rate x casual loading) + (base rate x penalty).

E.g.  $\$17.35 + (\$17.35 \times 25\%) + (\$17.35 \times 50\%) = \$30.37$  per hour.

9.11. Casual Conversion

- 9.11.1. Casual employees who have been employed for consistent hours for a period in excess of twelve (12) months will be provided with the opportunity to apply for appointment on a permanent basis. In considering these applications, the Council will not unreasonably refuse, providing:

- a. management believes a continuing need for the role exists; and
- b. the agreed scheduled hours are at ordinary time.

9.11.2. Other Conditions – Casual Employment

The provisions of the following Clauses shall not apply to casual employees: 11, 12, 13, 28, 29, 30, 40, and 41.

All other provisions of the Determination shall apply except to the extent they are superseded or modified by the provisions of Clause 9.6.

9.12. Caring Responsibilities – Casual Employment

- 9.12.1. Subject to the satisfactory evidentiary and notice requirements in Clause 9.6.1, casual employees are entitled to not be available to attend work or to leave work:

- a. if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child; or
- b. upon the death of an immediate family or household member.

- 9.12.2. The Council and the employee shall agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of an agreement, the employee is entitled to be unavailable to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 9.12.3. The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this Clause. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

9.13. Maximum Term Employment

- 9.13.1. Maximum term employment means employment for a specified period of time for a specified task,

and which (subject to “notice of termination” requirements) may be terminated at any time by the Council or by the employee.

9.13.2. A maximum term contract can be terminated in accordance with Clause 9.13.1 of this Determination by the Council, only in any one (1) of the following circumstances:

- a. by written agreement with the employee;
- b. in the event of an employee’s “incapacity” which prevents the employee from performing their duties under the Determination;
- c. without notice in the event of misconduct;
- d. by providing the employee with six (6) months' pay in lieu of notice or the pay due to the employee for the balance of the contract, whichever is the lesser amount;
- e. the Council and the employee may agree in writing that the six (6) months' pay in lieu of notice period (or the balance of the contract), in whole or part, will be worked by the employee.

9.13.3. An employee employed on a maximum term contract in accordance with this Clause may terminate a contract by the giving of four (4) weeks’ notice or the forfeiture of salary for any shortfall in the four (4) weeks period of notice.

9.13.4. This Determination shall apply to an employee employed on a maximum term contract, except to the extent that the determination expressly provides that it does not apply.

## **10. DISPUTE RESOLUTION PROCESS**

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 efficient and sound working relationships.

In the event of any grievance arising and/or disagreement between the Council and its employee/s in relation to this Determination or any work-related matter the following procedures shall be applied. However, the below procedures do not restrict a delegate of the Council and the employee or their nominated representative/s from making representation to each other at any step in this procedure:

### Step One (1)

Any employee/s with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with their immediate supervisor. The employee may request representation from their union/s or nominated representative/s.

### Step Two (2)

If the matter is not resolved at Step One (1), the employee/s shall discuss the matter/s at issue with the next higher level of management. The employee/s may elect to be represented by an elected workplace delegate and/or an authorised officer of the relevant union/s or the employees’ nominated representative/s.

### Step Three (3)

Should the grievance remain unresolved, the matter should then be referred to the CEO or delegated person of authority, and the employee may elect to be represented by an elected workplace delegate and/or authorised officer of the relevant union/s or the employees’ nominated representative/s who will attempt to facilitate a resolution.

Sensible time limits shall be allowed for the completion of the various steps of the discussions. Discussions outlined in Steps One (1) and Two (2) above should, if possible, take place within twenty-four (24) hours after the request

of the employee or the employee's representative. At least seven (7) working days should be allowed for all steps of the discussions to be finalised, unless otherwise agreed, in writing, by the parties.

If, after the above steps, the matter remains unresolved, the dispute shall be referred to the Commission for conciliation and if the matter remains unresolved, arbitration. The decision by the Commission will be binding on all parties to the dispute.

Whilst the grievance and disputes procedure is being followed, the "status quo", i.e. continuation of work and customary work practices, shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such time as a settlement is reached, except where a bona fide workplace health and safety issue is involved.

Where a bona fide workplace health and safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

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

Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Step Three (3).

## **PART THREE – HOURS OF WORK**

### **11. SPAN AND SPREAD OF HOURS**

In recognition of diversity of hours of service for local governments, all provisions regarding five (5) in seven (7) rosters for all employees are set out in Schedule 4.

#### **Hours of Work for Stream A Employees**

- 11.1. The ordinary hours of work for all Stream A employees shall be in accordance with the hours Clauses contained within the Stream A Award.
- 11.2. The ordinary hours of work shall be thirty-six (36) and a quarter ( $\frac{1}{4}$ ) hours per week or seven (7) and a quarter ( $\frac{1}{4}$ ) hours per day to be worked Monday to Friday inclusive, between the hours of 6:00am and 6:00pm except where the Council notifies an employee that the employee is to work their ordinary hours of duty in accordance with Schedule 4.
- 11.3. Where a work group requests or is requested to extend their ordinary hours outside of the range allowed, all individuals (who may be represented by a nominated representative) within the work group will be bound to do so by the consent of the majority of the individuals within that work group.
- 11.4. The ordinary hours of duty of employees having other workers under their immediate supervision shall, if so determined by the Council, be the same as the ordinary hours of the workers supervised, subject to the conditions prescribed by Clauses 11.5, 11.6 and 11.7 hereunder, provided that this Clause shall not apply to employees holding professional qualifications and for the purpose of this Clause Engineering Surveyors shall be deemed to be included in that category.

- 11.5. Where supervisors/forepersons are required by the Council to work a thirty-eight (38) hour week to supervise staff working a thirty-eight (38) hour week, supervisors/forepersons will be remunerated for thirty-eight (38) ordinary hours per week paid at ordinary time.
- 11.6. The ordinary time paid rate (hourly) for supervisors/forepersons required to work thirty-eight (38) hours per week will be calculated by the applicable rate in Schedule 1 divided by fifty-two (52) and dividing the resultant answer by thirty-six (36) and a quarter ( $\frac{1}{4}$ ).
- 11.7. Such employees shall, whilst supervising outdoor staff covered by this Determination, who are in receipt of allowances or special rates, as listed hereunder, be paid such allowances in the same terms and for the same periods as those applicable to the workers being supervised. This will apply when such employees are actually subject to the disabilities which attract those allowances or special rates:
- a. the construction, re-construction, alteration, repair and/or maintenance allowance;
  - b. any special site rate prescribed by way of compensation for disabilities associated with work on a particular construction site or project;
  - c. any other work disability rate or allowance to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions;
  - d. where an employee is entitled to an allowance under any other provision of this Determination and is also entitled to a special site rate or disability allowance under this Clause in respect of the same disability, such employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two (2);
  - e. Clauses 11.7 and 11.7(a) to 11.7(d) shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, industry payments or increments for service, tool allowances or allowances available to special classes of employees in consideration of circumstances unrelated to general industry conditions;
  - f. further, the term “workers being supervised” shall include all employees whose classifications are contained within this Determination.
- 11.8. Employees Required to Work Unusual Working Hours Not Classed as Shift Work
- This Clause shall apply to employees in Civic Centres and employees who attend to the community development and welfare needs to the community.
- 11.8.1. Such employees who are required to work unusual hours shall be paid a 15% loading of ordinary salary to compensate the employee for working irregular hours. The ordinary working hours of these employees shall not exceed seven (7) and a quarter ( $\frac{1}{4}$ ) hours on any one (1) day or thirty-six (36) and a quarter ( $\frac{1}{4}$ ) hours in any one (1) week.
- 11.8.2. Such ordinary working hours shall be worked on any five (5) days, Monday to Saturdays (both days inclusive), according to a roster which shall provide for two (2) consecutive days off each week. The roster shall be prepared and displayed to the employees concerned at least two (2) weeks in advance and shall not be varied, except by mutual arrangement between the employee and the Council.
- 11.8.3. The ordinary daily hours shall be worked continuously except for meal breaks of not less than half ( $\frac{1}{2}$ ) an hour or more than one (1) hours' duration, which shall not be counted as working time, to be taken at times mutually arranged.
- 11.8.4. No employee shall be required to work continuously for more than five (5) hours without a meal break and if such meal break is not given, double time shall be paid for all time worked after the fifth hour until a meal break of half ( $\frac{1}{2}$ ) an hour is given or the employee ceases work, whichever is the earlier.

- 11.8.5. Within the above-mentioned limits, the Council shall have the right of fixing starting times, ceasing times and mealtimes and such times shall not be altered without giving at least five (5) days' notice. Such notice is to be exhibited so as to be readily available to the employee/s affected.

### **Hours of Work for Stream B and C Employees**

- 11.9. For Stream B and C employees, the standard hours of work shall be from 6:00am to 6:00pm Monday to Friday.
- 11.10. If the Council intends to adjust starting and/or finishing times prior to 6:00am and/or after 6:00pm, it is to consult with affected staff and gain consent with the majority of affected staff prior to commencement of the change.
- 11.11. Where a work group requests or is requested to extend their ordinary hours outside of the range allowed in the relevant parent Award, all individuals (who may be represented by a nominated representative) within the work group will be bound to do so by the consent of the majority of the individuals within that work group.
- 11.12. Call-out Roster
- A call-out roster will be maintained for plant operators.
- 11.13. Night Work
- In the circumstances set out below, employees, upon seven (7) days' notice, may be required to work all or part of their ordinary hours between 7:00pm and 5:00am Monday to Friday to facilitate works in public areas where major disruption would otherwise occur. These may include, but are not limited to:
- a. line marking;
  - b. road and bridge maintenance and construction;
  - c. traffic system maintenance;
  - d. concrete pours in extreme climatic conditions;
  - e. public road safety works;
  - f. water and sewerage maintenance and construction;
  - g. restriction of public access to business premises.
- 11.14. In relation to a response to an emergency or disaster, where urgent repair work is necessary for at least two (2) consecutive nights, the seven (7) days notification may be waived, with immediate advice provided to relevant union/s.
- 11.15. Any extension to the above circumstances will be by agreement of the majority of employees affected and the relevant union/s.
- 11.16. All such ordinary time hours worked between 7:00pm and 5:00am shall incur a penalty of 50% for all hours so worked.
- 11.17. These arrangements will apply to:
- a. periods from one (1) week and up to four (4) weeks;
  - b. periods beyond four (4) weeks only within the agreement of the majority of employees affected and the relevant union/s.

- 11.18. The hours of duty shall be inclusive of a thirty (30) minute paid meal break.
- 11.19. Overtime worked following night work, between 7:00pm and 5:00am will be paid at double time for the first three (3) hours and double time and a half thereafter. Only in exceptional circumstances may the Council require an employee to work overtime beyond the agreed ordinary hours in any one (1) night.
- 11.20. Where, in an emergency, urgent repair work is done at night for less than one (1) week, it will be regarded as ordinary daily hours and incur a penalty based on the overtime penalty.

## **12. SHIFT WORK**

Shift work provisions, and penalties for employees shall be in accordance with the full provisions of shift work Clauses contained within the relevant parent Awards outlined in Clause 4.1 of this Determination.

Employees are entitled to a ten (10) hour break before the start of any normal shift.

## **13. OVERTIME AND TIME OFF IN LIEU (TOIL)**

### **Overtime and TOIL for Stream A Employees**

- 13.1. Subject to Clause 13.2, the Council may require an employee to work reasonable overtime at overtime rates.
- 13.1.1. Mutual agreement on the working of extra time is to be reached before the time is worked, except in urgent or emergency situations.
- 13.2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- a. any risk to the employee's health and safety from working the additional hours;
  - b. the employee's personal circumstances, including family responsibilities;
  - c. the needs of the workplace in which the employee is employed;
  - d. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - e. any notice given by the Council of any request or requirement to work the additional hours;
  - f. any notice given by the employee of the employee's intention to refuse to work the additional hours;
  - g. the usual patterns of work in the calling in which the employee works;
  - h. the nature of the employee's role, and the employee's level of responsibility;
  - i. whether the additional hours are in accordance with averaging terms included under section 24 of the Act, in an applicable industrial instrument that applies to the employee, or with an averaging arrangement agreed to by the Council and employee under section 25 of the Act;
  - j. any other relevant matter.
- 13.3. Except as otherwise provided in this Clause, overtime worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.
- 13.4. The following provisions will apply to an employee in receipt of salary equal to or in excess of the first increment Level 6.1 as detailed in Schedule 1 of this Determination (regardless of the employee's leave package):
- 13.4.1. Subject to the provisions set out in the sub Clauses below, upon claiming for overtime the employee shall either:

- a. be given time off (TOIL) equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the weekly hours; or
- b. be given payment of overtime at the appropriate overtime rate.

Prior agreement on either of these options must be reached by the Council and the employee before undertaking any overtime.

13.4.2. TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one half for those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.

13.4.3. Employees and Supervisors are to apply all reasonable efforts to enable the time accumulated to be taken off within the six (6) month accumulation period.

13.5. By mutual agreement between employees in receipt of salaries prescribed by Levels 1 to 5 of the salaries detailed in Schedule 1 and the Council, the employee may, upon request for overtime, be given TOIL in lieu of overtime payments.

13.6. Subject to the provisions set out in the Subclauses below, upon claiming for overtime the Level 1 to 5 employee shall:

- a. be given payment of overtime at the appropriate overtime rate; or
- b. should the employee so elect, be given time off equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the weekly hours.

Prior agreement on either of these options must be reached by the Council and the employee before undertaking any overtime.

13.6.1. TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one (1) half (½) for those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.

13.7. All overtime worked on Saturdays and Sundays shall be paid at the rate of double time with a minimum payment for three (3) hours.

13.8. All work done during the recognised meal period shall be paid for at the rate of double time, with such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.

13.9. If the employee is required to leave home to respond to a call for work overtime, they shall be entitled to payment of a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within the three (3) hour period do not trigger additional payments except where work extends beyond the initial three (3) hour period, in which case overtime rates apply for actual time worked. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate, provided that the employee shall not be required to work for such three (3) hours if the work the employee is required to perform is completed within a shorter period.

13.10. An employee who works so much overtime between the termination of the employee's ordinary work on the one (1) day and the commencement of the employee's ordinary work the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this Clause, be released after the completion of such overtime until the employee has had ten (10) consecutive hours off duty without



loss of pay for ordinary working time occurring during such absence. If the 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 ordinary rates until they are released from duty for such period and the employee shall be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.

- 13.11. Clauses 13.3, 13.4, 13.5, and 13.6 shall not apply to employees performing shift work as defined in Clause 12 of this Determination, who shall be paid overtime as specified in that Clause.

### **Overtime and TOIL for Stream B and C Employees**

- 13.12. Subject to Clause 13.13, the Council may require an employee to work reasonable overtime at overtime rates. Overtime rates will be per the applicable parent Award.

13.12.1. Mutual agreement on the working of extra time is to be reached before the time is worked, except in urgent or emergency situations.

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

- a. any risk to the employee's health and safety from working the additional hours;
- b. the employee's personal circumstances, including family responsibilities;
- c. the needs of the workplace in which the employee is employed;
- d. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- e. any notice given by the Council of any request or requirement to work the additional hours;
- f. any notice given by the employee of the employee's intention to refuse to work the additional hours;
- g. the usual patterns of work in the calling in which the employee works;
- h. the nature of the employee's role, and the employee's level of responsibility;
- i. whether the additional hours are in accordance with averaging terms included under section 24 of the Act in an applicable industrial instrument that applies to the employee, or with an averaging arrangement agreed to by the Council and employee under section 25 of the Act;
- j. any other relevant matter.

- 13.14. When overtime is worked, the employee may wish to accrue TOIL rather than be paid the overtime. The accrual of TOIL must be approved by the appropriate supervisor and approval to accrue TOIL should not be unreasonably withheld. When approved the TOIL will accrue at time for time, that is one (1) hours overtime will accrue as one (1) hours TOIL.

13.14.1. TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one (1) half (½) of those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.

13.14.2. Employees and supervisors are to apply to all reasonable efforts to enable the time accumulated to be taken off within six (6) month accumulation period.

13.14.3. An employee's or supervisor's request for TOIL to be taken will not be unreasonably denied.

- 13.15. If the employee is required to leave home to respond to a call for work overtime, they shall be entitled to payment of a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within

the three (3) hour period do not trigger additional payments except where work extends beyond the initial three (3) hour period, in which case overtime rates apply for actual time worked. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate, provided that the employee shall not be required to work for such three (3) hours if the work the employee is required to perform is completed within a shorter period. Where the relevant parent Award provides for a minimum period greater than three (3) hours then the greater minimum period shall apply for the employees covered by the Award.

### **Annualised Wage**

- 13.16. Where an employee works irregular hours regularly, they may be offered an annualised wage. Acceptance of such an offer would be at the discretion of the employee.
- 13.17. The annualised wage is designed to annualise overtime and/or allowances that would be earned in peak periods and spread over the year.
- 13.18. To ensure that on balance the employee is not disadvantaged, the employee or the Council may elect to revert to normal overtime and/or allowance payments at the conclusion of the twelve (12) month period by giving one (1) months' written notice. In the absence of such notice a further twelve (12) month period shall be deemed to commence.

## **14. MEAL AND REST BREAKS**

### **14.1. Meal Break**

The ordinary daily hours shall be worked continuously except for meal breaks of not less than half (½) an hour or more than one (1) hours' duration, which shall not be counted as working time, to be taken at times mutually arranged, however the break must commence no later than five (5) hours after starting each day.

### **14.2. Rest Break**

The parties agree that the employees covered by this Determination are entitled to take a rest pause in accordance with the relevant parent Award outlined in Clause 4.1 of this Determination. That rest pause may be taken either in the morning or afternoon by agreement reached with each employee's supervisor.

### **14.3. Continuity of Work During Meal Breaks**

- 14.3.1. Where the efficiency of Council's operations may be increased through a job being completed or where being continued for up to one (1) hour beyond the start of the normal meal break, the meal break may be delayed up to a maximum of one (1) hour without penalty.
- 14.3.2. The normal meal break shall be taken on the completion of the job or when one (1) hour has elapsed.
- 14.3.3. The duration of a meal break, having been determined as a recognised meal break of the employee, may only be altered by mutual agreement. If the parties do not agree, the status quo will remain until such time as the dispute resolution procedure at Clause 10 is exhausted.

### **14.4. Part-Time Employee – Meal Breaks**

Part-time employees required to continue working for more than five (5) consecutive hours shall be allowed a meal break of thirty (30) minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work performed from the commencement of the fifth hour until the time a meal break of thirty (30) minutes is given or until

cessation of work, whichever is earlier.

#### 14.5. Casual Employee – Meal Breaks

Casual employees required to continue working for more than five (5) consecutive hours shall be allowed a meal break of thirty (30) minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double rates shall be paid for all work performed until a break of thirty (30) minutes is given or until cessation of work, whichever is earlier.

## **PART FOUR – FLEXIBLE WORKING ARRANGEMENTS**

### **15. FLEXIBLE WORKING ARRANGEMENTS**

- 15.1. The parties agree that flexible work arrangements may be developed by agreement with the affected parties in any program within the Council.
- 15.2. At the date of commencement of this Determination, any employees working under the arrangements in Schedule 5 are entitled to maintain their flexible working arrangement, subject to the other terms of this Clause. The parties acknowledge the Technical Services Program referenced in Schedule 5 no longer exists and agree to review the Schedule, over the course of the Determination, with the view to remove the Schedule.
- 15.3. Flexible working arrangements must satisfy the following four (4) principles:
  - a. current customer service requirements continue to be maintained;
  - b. they must be cost neutral;
  - c. they must be practicable and workable;
  - d. they must not compromise workplace health and safety.
- 15.4. In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.
- 15.5. The Council is to clearly record all instances where a change has been implemented in accordance with this Determination.
- 15.6. By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Only in exceptional circumstances shall the Council require an employee to work beyond ten (10) ordinary hours per day.
- 15.7. Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Determination will be modified to the extent necessary to give effect to the new work arrangements, provided that:
  - a. the terms of the new work arrangement are in writing and have been signed by the Council and the employee/s or their nominated representative/s;
  - b. a majority of the employees whose employment is or will be affected by the arrangement;
  - c. have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice has been given.

- 15.8. A copy of any arrangements made pursuant to this Clause must be provided to the employee and the employee's nominated representative and shall be read as part of this Determination.

## **16. SECONDARY REMUNERATION AGREEMENT**

- 16.1. Where a Stream A employee at classification Level 7 or above is engaged in a supervisory or technical position and such position requires devotion to such times, attention and/or skills as may be necessary for the efficient discharge of their duties, including where necessary work outside ordinary business hours, then they may be offered an agreed secondary remuneration agreement (cash or benefits), in addition to their classification rate, which constitutes payment for all the additional hours of work which may be involved in the carrying out of their duties.
- 16.2. Where such secondary remuneration agreement is made and accepted, all other terms and conditions of this Determination will apply with the exception of the applicable overtime, RDO and TOIL Clauses.
- 16.3. To ensure that on balance the employee is not disadvantaged, the employee may elect to revert to the full terms of this Determination at any time by the giving of one (1) months' written notice. Remuneration will revert, from the end of the notice period to entitlements applicable to the Stream A level under this Determination. Likewise, the Council reserves its right by the giving of one (1) months' written notice to revert the employee to the full terms of this Determination.

## **17. ROSTERED DAYS OFF (RDO)**

- 17.1. The Council supports flexible work arrangements that suit both the organisation and the employee to take into account a balance of work and life responsibilities. The principles of flexible work arrangement recognise that "no one size fits all" and different flexible work options may be offered in line with business needs.
- 17.2. The Council will offer a nine (9) day fortnight to all Stream B and C employees staff working in a crew (i.e. staff who are not primarily engaged in isolated roles). Various other flexible work arrangements may otherwise be offered to employees for new and vacant positions in line with organisational and employee requirements.
- 17.3. For all full-time roles at the date of certification of this Determination, a nine (9) day fortnight will apply, with the exception of positions listed in Schedule 6 and areas outlined in Schedule 4 which may be advertised under alternate arrangements.
- 17.4. The parties acknowledge that Schedule 6 needs replacing and agree to review the Schedule, over the course of the Determination, with the view to remove the Schedule and replacing it with a live register, which is accessible to all parties. The register will be tabled quarterly at JCC meetings.
- 17.5. For all new and vacant positions, varied working arrangements will be offered including but not limited to the following:
- a. Nine (9) day fortnight;
  - b. Nineteen (19) day month;
  - c. Five (5) day week;
  - d. flexible start and finish times;
  - e. flexible rostering or scheduling;
  - f. flexible leave arrangements;

- g. part-time work and job share arrangements;
- h. compressed working weeks (i.e. Four (4) day week);
- i. TOIL or banked time.

- 17.6. In applying Clauses 17.3 and 17.5 for new or vacant roles, the Council will consult with the relevant union/s prior to altering the working arrangements of the current role. Full consideration will be given to the concerns of the union/s, and excluding confidential information, all relevant information requested will be supplied. Following consultation, which will include the provision of a business case outlining the reasons for any change linked to productivity and efficiency, the position may be advertised under an alternate arrangement. In the event the relevant union/s disagree with the Council's assessment the matter may be dealt with under the dispute resolution provision of this Determination commencing at Step Three (3).

Stream B and C employees working in a crew will not be subject to a business case to alter working arrangements from a nine (9) day fortnight.

- 17.7. On receipt of two (2) days' notice, an employee can be asked to work on a RDO with such RDO to be re-allocated to a mutually agreeable day between the employee and manager, without attracting penalty rates. If a mutually agreeable day cannot be found, penalty rates will apply.
- 17.8. An employee, with the consent of the Council, can bank up to a maximum of five (5) RDOs. Accrued RDOs over the five (5) day limit are to be paid out at single time in the next pay period.
- 17.9. Banked RDOs shall be taken at a time mutually agreed between the employee and the Council, and shall be taken within twelve (12) months of the date on which it is accrued.
- 17.10. Where a public holiday falls on an employee's day off, the employee shall be paid a days' wages at ordinary rates or be granted a further days' leave to be taken at a mutually convenient time. If not taken before the next period of annual leave, it shall be added to that entitlement.
- 17.11. Agreement to work an RDO or to take an RDO shall not be unreasonably withheld.
- 17.12. An employee who is on personal leave on their scheduled RDO, or whose accrued day off occurs while they are absent on personal leave, is not entitled to access personal leave entitlements for the RDO and shall not receive any further time off in lieu.

## **18. ROSTERED DAYS OFF (RDO) – CUSTOMER SERVICE**

- 18.1. Employees in Customer Service are permitted to access the nine (9) day fortnight provisions contained within Clause 17 of this Determination, subject to the preparation in advance of a twelve (12) month rotating roster, that identifies the days on which staff are to take their RDO.
- 18.2. Under the Roster, employees will have every second RDO on a Tuesday, Wednesday or Thursday on rotation in accordance with the published roster.
- 18.3. Employees will be permitted to swap their RDO with the approval of their immediate supervisor or coordinator. Customer Service employees will be required to work 8.07 hours per day to accrue an RDO every nine (9) days.
- 18.4. For the purposes of this Clause, Customer Service employees means those staff employed in customer service and call centre roles in the Customer Service function within Shared Services.

## **PART FIVE – SALARY AND WAGES**

### **19. SALARY AND WAGES**

- 19.1. The salary levels for the life of this Determination, and, where applicable, increment within each level, are set out in Schedules 1, 2 and 3 of this Determination.
- 19.2. The salary increases that have been applied to create these Schedules reflect the administrative increase paid to employees by the Employer as well as the decision of the Commission in matter CB/2021/10. These increases are as follows:
  - 19.2.1. From the first full weekly pay period after 1 July 2020 2% for Stream A staff and 1.5% plus \$250 increase to base salary for Stream B and Stream C staff.
  - 19.2.2. From the first full weekly pay period after 1 July 2021 2.5% for all staff.
  - 19.2.3. From the first full weekly pay period after 1 July 2022 2.5% for all staff.
  - 19.2.4. From the first full weekly pay period after 1 July 2023 2.5% for all staff.
- 19.3. Nothing contained within this Determination shall preclude the Council paying an employee at a higher rate than that prescribed in Schedules 1, 2 and 3 of this Determination.
- 19.4. Apprentices will be paid in accordance with the appropriate percentages as defined by the QIRC Order – Apprentices’ and Trainees’ Wages and Conditions (excluding certain Queensland Government Entities) 2003 in accordance with the relevant Engineering Persons C10 rate contained in Schedule 2 of this Determination.
- 19.5. Trainees will be paid in accordance with the relevant level of the Training Wage Award – State 2012 and not as per Schedules 1, 2 and 3 of this Determination.

### **20. PAYMENT OF SALARY AND WAGES**

- 20.1. Salaries and wages shall be paid weekly, into the nominated accounts, on the following Thursday.
- 20.2. Payment will be made by electronic fund transfer to a bank or other financial institution nominated by the employee receiving the salary or allowance.
- 20.3. Should an error occur through no fault of the employee in regard to payment and as a result bank charges are applied to the employee, it is agreed that the Council will honour all such fees upon receipt of relevant documentation from the employee’s financial institution.
- 20.4. Where an employee’s employment is terminated by the Council (where written notice is given by the Council), all termination pay shall be received by the next business day, or if mutually agreed on the next full pay period.

### **21. SALARY INCREMENTS**

#### **Salary Increments for Stream A Employees**

- 21.1. Movement to the next highest salary point within a level will be by way of annual increment subject to the employee having given satisfactory performance in accordance with a Staff Development and Appraisal

System developed by the Council in consultation with employees, who may be represented by their nominated representative in such consultation.

- 21.2. Where the Council has implemented a Staff Development and Appraisal System the initial appraisal is to be conducted in line with the anniversary date (i.e. twelve (12) months from the commencement with the Council) or an earlier date, as determined by the Council, provided that there is no financial detriment to an employee. Subsequent appraisals are to be conducted annually, other than in circumstances where the appraisal date has been amended to reflect that:
- a. the employee has commenced a new role; or
  - b. the employee has taken unpaid leave for an extended period of time (i.e. leave without pay and unpaid parental leave); or
  - c. the Council approves an increment that occurs earlier than scheduled. If this occurs, subsequent appraisals will occur in line with the anniversary date of the revised increment date or other mutually agreed date.
- 21.3. Where the Council fails to conduct the appraisal within two (2) months of the appraisal date falling due, movement to the next highest salary point (where applicable) will not be withheld. The only exceptions being:
- a. where the employee has been participating in a performance improvement process and has been notified that the increment will be withheld;
  - b. where the employee is absent from the workplace and unable to attend for the appraisal when due, in which case the appraisal will be conducted as soon as practical. The applicable increment increase will be paid from the applicable anniversary date, subject to satisfactory performance; or
  - c. where the employee refuses to participate in the appraisal.
- 21.4. Where the Council chooses not to implement a Staff Development and Appraisal System, movement between salary points will occur at yearly intervals.

## **22. JUNIOR RATES OF PAY**

- 22.1. Except as otherwise provided in this Clause, the Council will not apply junior rates of pay. All employees will be paid the applicable adult wage rates within this Determination for the respective classification level and salary increment for all worked performed in accordance with the classifications specified within the applicable parent Award for the employee.
- 22.2. Should the Council commence or take back a business activity, or, where the payment of junior rates is required due to industry competitiveness or continued sustainability of said business, then, upon written submission to the union parties to this Determination identifying the need for junior rates, the parties may agree in writing to apply junior rates. In this situation the parties will not unreasonably withhold agreement.
- 22.3. Clauses 22.1 and 22.2 will not apply to Apprentices and Trainees (as defined) covered by this Determination, with Clauses 19.4 and 19.5 respectively providing salary and wages for Apprentices and Trainees.

## **23. ALLOWANCES**

Only allowances prescribed within this Determination, or the underpinning Award/s outlined in Clause 4.1 will be paid.

- 23.1. Availability / On-Call Allowance

- 23.1.1. Employees covered by this Determination required to standby for emergency work outside ordinary hours shall be paid an allowance for each day during which they are so required to standby.
- 23.1.2. An employee required to remain on-call during any day and/or night, outside their ordinary working hours, shall be paid \$45 for each day during which they remain on-call. This allowance shall increase by 2.5% on the first full pay period after 1 July 2022, and 2.5 % on the first full pay period after 1 July 2023.
- 23.1.3. If the employee is called upon to respond and deal with calls from home, the employee will be entitled to a minimum of one (1) hour's pay at ordinary time in addition to the on-call allowance. Subsequent calls within the same hour do not trigger additional payments except where work extends beyond the initial minimum one (1) hour or within other paid time.
- 23.1.4. If the employee is required to leave home to respond to a call for work, they shall be entitled to payment of a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within the three (3) hour period do not trigger additional payments except where work extends beyond the three (3) hour period, in which case overtime rates apply for additional time worked. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate.
- 23.1.5. An employee whose period of required availability includes or coincides with a public holiday shall be paid an additional day's pay at ordinary rates for each public holiday during the period of availability or, at the employee's request, have an additional day added to their annual leave accrual. If these additional days are not utilised within six (6) months from the date of accrual the Council at its sole discretion, may elect to pay the additional day's accrual out to the employee at ordinary time.
- 23.1.6. Employees required to remain on call must be:
- easily contactable;
  - able to respond within a reasonable period of time appropriate to the call-out;
  - fit for work;
  - within reasonable travelling distance of the worksite.

An employee subject to this Clause who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowance provided for in this Clause.

- 23.1.7. Clause 23 will not apply to employees who have been provided with mutually-agreeable alternative arrangements/benefits to compensate for being available to perform emergency work.

## 23.2. Corporate Uniform/Personal Protection Equipment (PPE)

All employees will be supplied with either PPE or a corporate uniform allowance, depending on the nature of the employee's work.

## 23.3. Personal Protection Equipment

- 23.3.1. All PPE provided to employees will be replaced on a fair wear tear basis subject to the damaged item being handed into the Council's stores.
- 23.3.2. The Council will supply each employee, who requires it for approved work purposes, with one (1) waterproof high visibility jacket (style and brand to be determined by the Council). Replacement of this jacket is to be on a fair wear and tear basis, subject to the damaged item being handed into the Council's stores.
- 23.3.3. PPE will continue to be issued at engagement, where mandatory.



23.3.4. Full-time employees will be issued with a five (5) day supply of PPE workwear.

#### 23.4. Corporate Uniform Allowance

Corporate Uniform allowance as provided within this section will not apply until successful completion of the probationary period.

##### 23.4.1. Full-Time Employees

The corporate uniform allowance (quoted exclusive of GST) is available as follows:

- a. allowance upon commencement of employment \$400; and
- b. subsequent annual allowances \$285.

##### 23.4.2. Part-Time/Job-Share Employees

The initial allowance (after successful completion of the probationary period) and subsequent annual allowances payable to a full-time employee will be payable to a part-time/job-share employee on the following pro rata basis:

- a. part-time/job-share employees working up to and inclusive of twenty-one (21) hours per week - 60% of the full-time equivalent allowance;
- b. part-time/job-share employees working over twenty-one (21) hours per week - 80% of the full-time equivalent allowance.

##### 23.4.3. Maximum Term Employee/Casual Employees/Trainees

Employees in these categories are not entitled to the corporate uniform allowance. However the Council may provide uniforms where appropriate. Mandatory PPE will continue to be issued.

The corporate uniform is selected and identified by the Council and is supplied through a Council contracted supplier and is available to staff in accordance with the contract delivery mechanism.

The corporate uniform allowance is available for the following items of clothing bearing the Council logo:

- a. shirts, tops and blouses;
- b. trousers, shorts and skirts;
- c. vests and jackets.

#### 23.5. Safety Boots

23.5.1. Council will provide safety boots to meet the minimum requirements for the work to be performed. Should an employee elect to purchase their own boots Council will contribute up to the value of \$150 (exclusive of GST) on a fair wear and tear basis in circumstances where the nature of the work has established the need for such foot protection.

#### 23.6. Prescription Safety Glasses

23.6.1. The Council commits to continue to have a policy that, in approved situations, outlines how the cost of prescription safety glasses are reimbursed initially and replaced on a fair wear and tear basis with the amended reimbursement levels.

#### 23.7. Tradespersons Allowance

23.7.1. For the purpose of this Determination, a tradesperson means a qualified tradesperson covered by the Stream C Award, who is engaged by the Council in the tradesperson's respective trade.

- 23.7.2. An all-purpose tradesperson's allowance of \$60.00 per week will be paid from the first full pay period after 1 July 2022. This allowance shall increase by 2.5% on the first full pay period after 1 July 2023.

#### 23.8. Arborist Allowance

- 23.8.1. For the purpose of this Clause, an Arborist means a qualified Arborist who has completed, at a minimum, a recognised three (3) year Arborist apprenticeship as defined by the Queensland Training Information Service (QTIS), who is engaged by the Council in the respective field and there is an essential requirement for the qualification in the position description.
- 23.8.2. An all-purpose Arborist allowance of \$45.00 per week will be paid from the first full pay period after 1 July 2022. This allowance shall increase by 2.5% on the first full pay period after 1 July 2023.

#### 23.9. Working in Unpleasant Conditions Allowance

All allowances listed in this section may be annualised as per Clause 13.16, 13.17, and 13.18 of this Determination.

##### 23.9.1. Toilet Cleaning Allowance

Employees required to clean toilets or dog/cat pound/s, other than merely by hosing waste through the drain, shall be paid an allowance at the rate of \$7.50 per day from the first full pay period after 1 July 2022. This allowance shall increase by 2.5% on the first full pay period after 1 July 2023.

##### 23.9.2. Toilet Cleaning (Especially Dirty)

In addition to the Toilet Cleaning Allowance in Clause 23.9.1, employees engaged to clean toilets that are especially dirty or unpleasant, e.g. walls covered in human faeces/excrement, shall be paid at the rate of time and a half (½).

Supervisor approval is required prior to claiming this allowance.

##### 23.9.3. Live Sewer Allowance

An employee engaged in cleaning covered drains, cleaning septic tanks, on live sewer work involving personal contact with live or raw sewerage, shall be paid at the rate of time and a half (½). Supervisor approval is required prior to claiming this allowance. Such payment shall continue until the employee finishes work or until the employee is able to change their clothing.

This Clause will also apply to all staff for work carried out on live sewers.

##### 23.9.4. Palm Frond

An employee engaged in removing palm fronds with the use of an elevated work platform and the employees removing those palm fronds once felled to the ground involving personal contact with animal droppings, shall be paid at the rate of time and a half (½).

The allowance will only apply to the employees performing the work and will not apply to spotter staff on ground. Supervisor approval is required prior to claiming this allowance.

##### 23.9.5. Trade Waste Staff (Existing employees)

Existing Trade Waste Inspectors, Assistants or Senior Trade Waste Inspectors while primarily engaged in inspections or sampling shall be paid an allowance equivalent to 1.5 hours' ordinary time payment per day to a maximum of six (6) hours per week. The allowance will not apply during periods of leave.

For example: if an employee is away from work on personal or annual leave for three (3) days, the payment would be equivalent to a maximum three (3) hours ordinary time payment.

Any new trade waste employee, employed after the date of certification of this Determination, will only be paid for all time actually worked in unpleasant conditions at the rate of single time in addition to the rate otherwise payable.

23.9.6. Working at Heights Allowance

An employee working at a height of from 15.24 metres to 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$1.19 per hour.

An employee working at a height of over 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$1.28 per hour.

23.10. Asbestos

23.10.1. An employee required to use materials containing asbestos, to work in close proximity to employees using such materials or engaged in asbestos eradication shall be paid an additional \$1.75 per hour for the actual time so engaged in lieu of all special rates, except those for Clauses 13.22 (second hand timber), 13.24 (swing scaffold) and 13.28 (work in excessive heat) of the Stream C Award - Division 2 - Section 1 (Building Trades Services).

23.10.2. 'Asbestos eradication' is defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

23.11. Silica Allowance

The principal operator who is the employee required to cut materials containing silica shall be paid an additional \$1.75 per hour for the actual time so engaged in lieu of all special rates, except those for Clauses 13.22 (second hand timber), 13.24 (swing scaffold) and 13.28 (work in excessive heat) of the Stream C Award - Division 2 - Section 1 (Building Trades Services).

23.12. Leading Hand Allowance

All Leading Hand Allowances shall increase to \$8.09 per day from the first full pay period after 1 July 2022. This allowance shall increase by 2.5% on the first full pay period after 1 July 2023.

23.13. Grave Diggers Allowance

To replace existing allowances for grave digging duties which involve exhumation, human seepage and working in wet holes, Council employees assigned to such duties may claim double time for the actual time spent on said duties.

23.14. Locality Allowance

The Council will pay to eligible Stream A employees the higher locality allowance between Mackay, Mirani and Sarina areas as defined in the Stream A Award.

23.15. General Administrative Allowance (GAA)

23.15.1. In accordance with the intention of Clause 23 - allowances, only allowances entitled will be paid. In recognition of the determination that allowances had been inaccurately claimed historically, the MRC Certified Agreement 2017 introduced a GAA to compensate employees engaged at that time for the removal of certain allowances. The GAA only applies to those employees currently entitled to, and in receipt of the GAA, at the date of commencement of this Determination.

23.15.2. The GAA will remain in place when an employee, who is in receipt of a GAA, transfers to a like for like position (e.g. Level 3 Labourer in Parks & Environment to a Level 3 Labourer Parks &

Environment in a different section).

23.15.3. The GAA is a stand-alone payment and is not subject to increase.

23.16. Increase to Allowances

Award based allowances shall increase in accordance with Award provisions, with the exception of those assigned a rate in this Determination.

## **24. CLASSIFICATION AND RECLASSIFICATION**

24.1. Classification and reclassification provisions shall be applied to employees as per the full provisions of the relevant parent Award/s outlined in Clause 4.1, applications and must be forwarded to People & Culture in the first instance to ensure registration. The employee will receive written notification, via email, that their application has been received.

24.2. The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the employee shall be back paid to the date the application is made.

24.3. The reclassification procedure will be in accordance with Council Policy – Reclassification, as amended.

## **25. HIGHER DUTIES**

Higher duties provisions shall be applied to employees as per the full provisions of each employee's relevant parent Award outlined in Clause 4.1 of this Determination.

### **Higher Duties for Stream B and C Employees**

25.1. Except as otherwise provided in this Clause, any formal direction given to an employee to perform higher duties will result in the employee being paid at the higher rate for a full day if it is over four (4) hours, or the actual time involved in performing higher duties if it is less than four (4) hours.

25.2. Where the higher duties are for a duration beyond one (1) month, the employee will be given written notification for the period for which they are to work in the higher duties position, date to commence and cessation date. The cessation date can be extended by mutual agreement.

25.3. Where an employee is performing higher duties for a prolonged period exceeding six (6) months, a review will be undertaken by the Council in consultation with the employee performing the higher duties, of the position and level and continued need for higher duties or appointment to the position. Within one (1) month of the review having been commenced the employee will be notified in writing of the outcome of the review.

## **26. OCCUPATIONAL SUPERANNUATION**

26.1. The Council shall contribute superannuation payments pursuant to the terms and conditions as set out in the Local Government Act 2009 and the Local Government Regulations 2012.

26.2. The Council will contribute above what is required by the applicable legislation, in the following scenarios:

26.2.1. All employees who are in receipt of the Government Paid Parental Leave payments, will receive superannuation payments in accordance with the Superannuation Guarantee as set out in the applicable legislation; and

26.2.2. All employees who earn less than \$450.00 per month, will receive superannuation payments on their base hourly rate (without loading) in accordance with the Superannuation Guarantee as set out in the applicable legislation.

26.3. Contributions made in accordance with this Clause will be made to a fund as nominated by the employee at the commencement of their employment. Any changes to the employee's nominated fund may only be made annually.

## **27. SALARY SACRIFICE**

Salary sacrifice provisions shall be available to all employees under the following terms:

27.1. Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO or authorised representative, on behalf of the Council and an employee may agree in writing that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.

27.2. The salary of the employee for the purpose of any allowance or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Determination and subsequently increased in accordance with this Determination.

27.3. The Council encourages the employee to seek independent financial advice prior to entering any salary sacrifice arrangements.

27.4. All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time and, in the case of superannuation, to the requirements of the relevant superannuation scheme.

27.5. Any additional tax payable will be deducted from the employee's remuneration.

## **PART SIX – LEAVE**

### **28. ANNUAL LEAVE**

28.1. 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.

28.2. When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, the Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage.

28.3. Reducing Excess Annual Leave Accruals

28.3.1. Providing that the employee has had reasonable opportunity to take annual leave, the Council may instruct employees to take any annual leave in excess of two (2) years' entitlement, subject to the Council providing eight (8) weeks' written notice prior to the date the excess leave is to be taken.

28.4. Annual leave as prescribed in Clause 28.8 is not to accrue during periods of leave without pay authorised by the Council or otherwise and which exceed three (3) days. For the purposes of calculating the three (3) days for this provision, each period of leave without pay taken by an employee must be treated separately and

such periods cannot be treated cumulatively.

28.5. For the purpose of this Clause, "leave without pay" does not include any period of absence of less than three (3) months during which the employee is entitled to payment under the Workers' Compensation and Rehabilitation Act 2003.

28.6. Payment of Annual Leave

28.6.1. Annual leave shall be exclusive of any statutory holiday occurring during the period of that annual leave and shall be paid for by the Council in advance, as follows:

- a. in the case where an employee has been temporarily appointed on secondment (excluding appointment on higher duties) for a minimum period of three (3) months to a higher-level position, payment for any leave taken during that appointment period will be at the higher appointed level;
- b. in the case of an employee who was performing higher duties as prescribed in Clause 25 immediately prior to the taking of annual leave, the employee is to be paid at the higher rate;
- c. the Council will not deploy any employee so as to deprive an employee of or affect the benefits of this provision. Nor shall an employee undertake higher duties so as to affect the benefits of this provision unless direct approval of their supervisor has been given for such higher duties to be performed;
- d. in every other case, at the ordinary rate payable to the employee concerned immediately prior to the taking of the annual leave.

28.6.2. On the termination of the employment of any employee, such employee shall be paid for any untaken annual leave standing to the employee's credit as at the date of termination.

28.6.3. An employee cannot change their annual leave election to contrive a personal advantage through higher payment on termination.

28.6.4. If the employment of an employee is terminated after a full year of employment, such employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the employee taken the annual leave standing to the employee's credit at the termination of employment.

28.7. Time of Taking Leave

28.7.1. An employee may elect, with the consent of the Council, to take annual leave in single day periods or part of a single day not exceeding a total of ten (10) days in any calendar year, at a time mutually agreed between them.

28.7.2. Annual leave shall be paid in addition to any notice of termination of employment.

28.7.3. Employees will, at their request, be able to receive payment for annual leave either on a weekly or lump sum basis.

28.8. Annual Leave Entitlements

28.8.1. All employees may accrue either four (4) or five (5) weeks annual leave per annum by mutual agreement in writing between the employee and the Council in accordance with the salary scales provided for in this Determination.

28.8.2. In the absence of an agreement, for Stream A employees the default shall be five (5) weeks and for Stream B and Stream C employees the default will be four (4) weeks.

28.8.3. An employee may elect to revert to four (4) or five (5) weeks entitlement at any time. However, there is a maximum of one (1) change per annum.

28.8.4. Annual leave shall be given and taken at a time mutually convenient to the Council and the employee concerned as far as practicable provided that the Council, by giving at least one (1) months' notice, may require an employee to take annual leave commencing not earlier than the anniversary of the date of such employee's appointment. Annual leave shall be cumulative and when not taken by mutual agreement shall be added to the employee's subsequent entitlements.

#### 28.9. Annual Leave Loading

28.9.1. Subject to Clause 12 of this Determination, annual leave pay, including any proportionate payments, shall be calculated as follows:

- a. the employee's prescribed rate of pay for the period of annual leave; and
- b. leave loading calculated at the rate 17.5% of the annual leave entitlement. At the time of taking their leave, employees will be paid leave loading on the quantum of leave taken.

#### 28.10. Shut Down

28.10.1. The existing practice of shutdown for the entire Council (excepting those staff required to perform essential work and in nominated areas) between the Christmas and New Year period is to continue, with employees to utilise accrued leave, or other accrued time off, for this period.

28.10.2. By 1 September each year the Council will notify those staff deemed "to be required to perform essential work and in nominated areas" that they will be required to work over the shutdown period between Christmas and New Year.

28.10.3. The parties recognise that sections of Engineering Services historically reduce operations to assist with leave considerations. The parties agree this practice will continue, providing appropriate notice is provided by both the Council and the employees.

### 29. PERSONAL LEAVE

The provisions of this Clause apply to full-time and part-time/job-share and maximum term employees (on a pro-rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in Clauses 9.6 to 9.12 of this Determination.

#### 29.1. Amount of Paid Personal Leave

29.1.1. Paid personal leave is available to an employee, other than a casual employee, when they are absent on:

- a. sick leave - due to personal illness, sickness or injury;
- b. for personal leave which has accrued after 9 June 1995, carers leave - for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency;
- c. the basis that they are a person who has experienced domestic and family violence and has exhausted all their domestic and family violence leave.

29.1.2. Personal leave accrues at 1.25 days' leave for each month of employment to a total of fifteen (15) days per annum, and accrues from month to month and year to year.

29.1.3. Personal Leave may be taken for a portion of the day.

#### 29.2. Accumulation of Personal Leave

29.2.1. Personal leave may accumulate to a maximum of fifty-two (52) weeks. Employees with an accrued

balance in excess of fifty-two (52) weeks will retain their accrued balance as at the date of commencement of this Determination.

### 29.3. Effect of Workers' Compensation

29.3.1. If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

### 29.4. Transfer Entitlement

29.4.1. Where a transfer entitlement exists, credit shall be allowed for personal leave accumulated with previous employing local government authorities provided that the employee's service between such local government authorities has been continuous and that the employee at the time of engagement produces a certificate from the immediately previous local government authority certifying the amount of personal leave accumulated to the employee's credit.

29.4.2. In respect of any such engagement of an employee by Council prior to 1 September 1974 the maximum credit for accumulated personal leave shall be restricted to seventy-five (75) days.

### 29.5. Sick Leave

29.5.1. Sick leave for personal injury or sickness is contingent on the employee promptly notifying the Council of:

- a. any illness that will cause the employee to be absent from work; and
- b. the approximate period for which the employee will be absent.

29.5.2. An employee is entitled to use the full amount of their personal leave entitlement, including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this Clause.

29.6. Any absence on personal leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to the Council.

29.7. Notwithstanding the foregoing, an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which the employee receives any payment by way of fee or bonus.

29.8. If an employee, while absent from duty on annual leave granted pursuant to Clause 28 – annual leave of this Determination, is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's personal leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.

29.9. If an employee, whilst absent from duty on long service leave, is overtaken by illness the employee may, subject to the provision contained in this Clause, be entitled on application to have such period of illness which occurs during the employee's long service leave debited to the employee's personal leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that:

- a. the application or adjustment is approved by the Council; and
- b. the application includes a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to



perform normal duties for a period of not less than five (5) days.

#### **29.10. Carers Leave**

- 29.10.1. If required by the Council, the employee shall establish by production of a medical certificate or statutory declaration, the illness of the person concerned or details of the unexpected emergency.
- 29.10.2. The employee shall, wherever practicable, give the Council notice prior to the absence of 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 absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of the absence.
- 29.10.3. An employee may take unpaid carers leave by agreement with the Council.
- 29.10.4. An employee taking unpaid carer's leave may, with the consent of the Council, work "make-up time" under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by this Determination.
- 29.10.5. Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The Council and the employee shall agree on the period. In the absence of an agreement, the employee is entitled to take up to two (2) days (up to a maximum of sixteen (16) hours) of unpaid leave per occasion.

### **30. PUBLIC HOLIDAYS**

Public Holidays will be managed as per the relevant parent Award/s outlined in Clause 4.1 of this Determination.

- 30.1. By mutual agreement, employees are able to work on a public holiday and substitute another day for the public holiday, without penalty.
- 30.2. Where a public holiday coincides with a RDO, the employee may elect to substitute another day for the RDO.

### **31. LONG SERVICE LEAVE**

Long service leave shall be in accordance with the relevant parent Award/s outlined in Clause 4.1, subject to the following:

- 31.1. Where an employee is suffering extenuating circumstances resulting in financial hardship, they may apply to the Council to cash-out their existing long service leave entitlement.
- 31.2. Long service leave may be taken in periods of not less than one (1) week. The CEO may approve shorter periods in extenuating circumstances where no other paid leave is available.
- 31.3. An employee may apply in writing for long service leave to be taken at half (½) pay for double the period of an accrued entitlement. Applications will be considered by the CEO on a case-by-case basis.
- 31.4. Employees shall accrue 1.3 weeks per year of service. A full entitlement shall accrue after ten (10) years of continuous service. Prior to completing ten (10) years of service, employees who have completed a minimum of seven (7) years of continuous service with a Queensland local government shall be entitled to apply for access to pro-rata paid long service leave under this Determination.

## **32. PARENTAL LEAVE**

All parental leave entitlements will be in accordance with the full provisions of the relevant parent Awards outlined in Clause 4.1 of this Determination, subject to the following:

### **32.1. Parental Leave**

32.1.1. For the purposes of this Clause, 'parental leave' is defined as one (1) continuous period of leave during which the employee is the primary carer in relation to the birth, adoption or surrogacy of their child.

32.1.2. The Council will pay parental leave to eligible staff subject to the following:

- a. an eligible staff member is one that has been employed for twelve (12) months in a full-time or part-time/job-share capacity;
- b. an employee departing on parental leave is entitled to six (6) weeks' full pay at ordinary time in addition to any entitlements payable under the Government Paid Parental Leave scheme based on their eligibility;
- c. an employee may elect to take the parental leave payment at half (½) pay for twelve (12) weeks;
- d. any other existing accrued entitlements outlined in Clause 28 of this Determination.

### **32.2. Parental Leave (Non-Birth Partner)**

The Council will pay parental leave to eligible staff who are the non-birth partner, subject to the following:

- a. on the birth of a child, the non-birth partner is entitled to access three (3) days' full pay at ordinary time in addition to entitlements, outlined in Clause 32.3(c) of this Determination;
- b. for the purposes of this Clause, 'non-birth partner' can include an adoptive parent, non- birth parent in a same-sex relationship or a recognised partner in a domestic relationship.

### **32.3. Additional Leave**

Any birth-parent employee departing on parental leave may access:

- a. personal leave from their existing entitlements for up to ten (10) single day absences to manage ill health or to attend medical appointments associated with the pregnancy without having to produce a medical certificate;
- b. the ten (10) days that are accessible during the course of the pregnancy will not be paid out prior to taking parental leave nor are they intended to be taken as a block of leave prior to commencing parental leave;
- c. existing accrued annual leave in accordance with Clause 28 of this Determination;
- d. existing accrued long service leave in accordance with Clause 31 of this Determination.

## **33. BEREAVEMENT LEAVE**

33.1. All full-time and part-time employees are entitled up to two (2) paid days bereavement leave on such occasion and on production of a satisfactory evidence (if required by the Council) of the death of either a member of the employee's immediate family or household. This leave is only available to a part-time employee where they would normally work on either or both of the two (2) working days following the death.

33.2. A further two (2) days' sick leave without the production of a medical certificate may be utilised in situations where the employee remains unable to attend work due to bereavement.

33.3. Excess Travel or Specific Cultural Responsibilities

- 33.3.1. An employee may, on the death of a member of their immediate family or household access up to three (3) days' personal leave credits or three (3) days' leave without pay as bereavement leave in situations where excessive travel or specific cultural responsibilities need to be met. Proof of such death shall be furnished by the employee to the satisfaction of the Council.

**33.4. Unpaid Bereavement Leave**

- 33.4.1. Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave.
- 33.4.2. The Council and employee should agree on the length of the unpaid leave. In the absence of an agreement, a full-time employee is entitled to take up to sixteen (16) hours unpaid leave, provided the requirements of Clause 33.1 are met and a part-time employee is entitled to take up to two (2) days' unpaid leave, to a maximum of sixteen (16) hours, provided the requirements of Clause 33.1 are met.

**34. DOMESTIC AND FAMILY VIOLENCE LEAVE**

- 34.1. An employee experiencing domestic and family violence will have access to up to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to domestic and family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, and can be taken without prior approval in extenuating circumstances.
- 34.2. An employee who supports a person experiencing domestic and family violence may take carers leave to accompany them to court, to hospital, or to mind children.
- 34.3. The Manager People & Culture may request proof of domestic and family violence prior to the granting of Domestic and Family Violence Leave.
- 34.4. The Council commits to continue to have a policy that in approved situations outlines the leave to be used to cover time off for domestic and family violence events and support provided by the Council as detailed in the existing policy. However, the amount of special leave (up to twenty (20) days per year) will not change for the life of this Determination.

**35. NATURAL DISASTER LEAVE**

The Council commits to have a policy that, in approved situations, outlines the leave to be used and process applicable to cover time off for natural disaster events.

**36. CULTURAL AND CEREMONIAL LEAVE**

Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of the Council being met, the parties agree that:

- 36.1. An employee who identifies as coming from such a background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture.
- 36.2. Where an employee chooses to practice spiritual or cultural beliefs which take them away from worksite or workplace, the employee will be required to apply for annual leave, RDO, TOIL or leave without pay for these purposes.

**37. SERVICE LEAVE**

Service leave shall be in accordance with the relevant parent Award/s outlined in Clause 4.1 of this Determination.

### **38. LEAVE WITHOUT PAY FOR SPECIAL CIRCUMSTANCES**

- 38.1. Leave without pay for special circumstances will be available to all employees at the discretion of the CEO or delegated officer and such leave will not constitute a break in the continuity of service of the employee.
- 38.2. Leave granted in excess of three (3) months does not count as service when calculating the period of service for any purpose of this Determination or parent Award/s. However, it will not constitute a break in continuity of service. Leave granted for up to three (3) months while accruing service does not accrue any other benefits or accruals.

### **39. TRANSITION TO RETIREMENT ARRANGEMENTS**

- 39.1. Transition to retirement arrangements may be available to those employees considering full-time retirement from the workforce who wish to facilitate this via a transition period to retirement, should there be mutual benefit of the employee and the Council.
- 39.2. This is to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the Council.
- 39.3. Transition to retirement arrangements may include but are not limited to the following:
  - a. utilisation of accrued leave to maintain full-time status wages while working part-time hours without reduction in superannuation benefits;
  - b. working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDOs, TOIL, annualised hours or leave without pay over an agreed period of time. For example, two (2) months' work, two (2) months' leave in rotation;
  - c. working from home on a full/part-time basis may also be considered where the nature of the work and the home is operationally suitable.
- 39.4. Any such arrangements between the Council and the employee will be reached through consultation and will be documented in writing confirming the agreed pattern of work required, which may include (as applicable) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.
- 39.5. These arrangements through consultation may be varied by mutual agreement between the employee and the Council, with any agreed amendments documented.
- 39.6. All accrued leave entitlement balances accrued immediately prior to accepting a transition to retirement arrangement will be recognised at time of the arrangement. On commencement of the transition to retirement arrangement, all leave will then accrue in accordance with the relevant hours of work Clauses within this Determination and/or applicable parent Award.

## **PART SEVEN – EMPLOYMENT SECURITY, CONSULTATION, COMMUNICATION AND MANAGEMENT OF WORKPLACE CHANGE**

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

- 40.1. The Council and the union parties to this Determination agree to establish and maintain a JCC.

- 40.2. The purpose of the JCC is to act as the primary consultation and industrial relations forum between management and union/s concerning all employment and industrial matters at the Council.
- 40.3. This forum is not for the resolution of workplace disputes nor the first point of call for individual employment issues that may arise, which are to be addressed via the grievance and dispute settlement procedures contained in this Determination.
- 40.4. Union/s and management are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their union/s and committee representatives, to participate fully in decisions which impact on their working lives and improve productive performance.
- 40.5. The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed terms of reference charter.

40.6. Structure of Composition

- 40.6.1. The JCC comprises representatives of the Council's management, and union officials and union delegates from the unions listed as parties to this Determination who represent employees.
- 40.6.2. The committee will comprise of Council representatives and union representatives (officials and delegates) from the union/s listed as parties to this Determination. The parties acknowledge for the committee to operate effectively there should be no more than a maximum of thirty (30) participants in total at any one time. It is recognised that there needs to be a cross section of the workforce represented by the union/s at the committee and to allow this Council representatives will not exceed eight (8).
- 40.6.3. A quorum for each meeting is required and shall comprise of a minimum of 50% each of Council representatives and union representatives.
- 40.6.4. The secretary for the JCC will maintain the listing of nominated committee representatives (and proxies) for union/s and Council representatives.
- 40.6.5. Each committee representative will be entitled to nominate a proxy to attend when they are unable.
- 40.6.6. It is also acknowledged that there may be occasions when it will be necessary to invite additional representatives to JCC meetings, extending the number beyond the maximum of thirty (30) participants. Where this is likely to occur it is the responsibility of the parties to advise in advance to the chair of the necessity to extend the maximum participation numbers, which will not be unreasonably withheld.

40.7. Terms of Reference

- 40.7.1. The JCC shall meet regularly and at least on a bi-monthly basis, to receive and review for consultation information about the Council and its workforce, and to consider all industrial and employment matters that may impact the workforce, including but not limited to:
- a. monitoring and reviewing the implementation of this Determination;
  - b. clarification and review of human resources and other employment policies, procedures and guidelines which impact across Council employment or result in significant workplace change;
  - c. workplace issues that have the potential to impact on employees, including individuals, work units, divisions or the entire organisation;
  - d. renewable energy and job creation initiatives;

- e. undertaking specific responsibilities and activities in accordance with this Determination;
- f. sharing of information regarding workforce composition to facilitate discussion on workforce planning (i.e. per depot); the total number of positions; total number of employees in full-time, part-time, casual, fix term and contracts/ agency staff; total number of vacancies. This specific information is shared on a minimum six (6) monthly basis;
- g. any other matter raised by a union/s or management which impacts on the workforce.

#### 40.8. Chairperson

- 40.8.1. JCC meetings shall be chaired by the CEO or delegated representative.

#### 40.9. Agenda

- 40.9.1. All members of the JCC can submit agenda items for discussion in line with the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the committee at least one week prior to the meeting. This does not prevent the parties raising matters, under late business, that arise post the circulation of the agenda. At the commencement of the meeting late business items that the parties wish to raise should be identified to the chair for their inclusion on the agenda.
- 40.9.2. Employment policies define the standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. Employment policies do not alter or override the terms of this Determination. The parties to this Determination understand the value of policies in forming an important aspect of the employment relationship.
- 40.9.3. Stakeholder identification is a key step in the Council's policy process development and/or review. The Council acknowledges that unions are a key stakeholder in respect of employment matters. Consequently, as part of the review or development of employment policies, the Council will refer all proposed new employment policies or changes or proposed termination of existing employment policies to the JCC for consideration as part of the stakeholder consultation process. For the purpose of this Clause, an 'employment policy' is any Council policy which affects an Award-based employee's conditions of employment e.g. safety.

#### 40.10. Minutes

- 40.10.1. The Council will provide a minute secretary at each meeting. The secretary to the JCC will be responsible for the production of the minutes of the meeting. At the completion of late business, time will be allocated on the agenda to formalise the minutes. A copy of the minutes will be made available within one (1) week of the meeting to all JCC members and posted on the Council's intranet and noticeboards for viewing by employees.

### **41. TRANSMISSION OF BUSINESS**

#### 41.1. This Clause will apply where the Council:

- 41.1.1. Proposes to transmit to a new employer the business or any part of the business covered by this Determination;
- 41.1.2. Transmits to a new employer the business or any part of the business covered by this Determination.

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

- 41.2.1. Notify the employees affected and the relevant union/s of the proposed transmission; and

- 41.2.2. Discuss with the employees affected and the relevant union/s the effect of the transmission of business.
- 41.3. The discussion will commence as soon as practicable after a decision has been made by the Council to transmit the business or part of the business.
- 41.4. The Council will consider and respond to any reasonable concerns raised by employees and their relevant union/s about the terms of the proposed transmission. In the event of a dispute about the Council's response to concerns raised by employees, Clause 10 - Dispute Resolution process of this Determination will be utilised to resolve these concerns.
- 41.5. The Council shall provide in writing the name of the entity that is proposing to acquire the business or part of the business to facilitate discussions between the employees and their relevant unions and the proposed new employer.
- 41.6. The Council shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the proposed new employer, the obligation for the new employer to apply terms and conditions of employment, including the Council's contribution to superannuation, that are equal to or superior to those which applied to each employee immediate prior to the transmission of business occurring, including terms and conditions derived from this Determination, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at that time of the proposed transmission.
- 41.7. The Council shall ascertain whether the proposed new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service including, but not limited to, accrual of benefits and service in respect of:
- a. annual leave;
  - b. long service leave;
  - c. personal/carer's leave;
  - d. redundancy.
- 41.8. If the proposed new employer does not propose to accept responsibility for, and recognise, all previous service and accrued entitlements, the Council must immediately, prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the Council (plus any previous service recognised by the Council) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Determination, based on recognition of all service with the Council.
- 41.9. It is expected that the new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this Clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the Council on an on-going basis, an entitlement to a redundancy will be triggered and the Council must make the payments provided for in this Determination. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment either period would be prevented, an entitlement to redundancy will be triggered and the Council must make the payments provide for in this Determination.
- 41.10. To avoid doubt, the period of employment which the employee has had with the Council or any prior

employer which has been recognised by the Council shall be deemed to be service of the employee with the new employer, for all purposes.

## **42. EMPLOYMENT SECURITY**

- 42.1. The Council is committed to job security for its permanent employees who have a commitment to satisfactory work performance and will maintain a permanent workforce during the term of this Determination. The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Determination.
- 42.2. Job reductions by forced redundancies will not occur during the life of this Determination. Natural attrition, redeployment and/or retraining will be the preferred option when implementing organisation changes that result in positions being no longer required.
- 42.3. The Introduction of Change provisions outlined below in Clause 42.7 will be implemented should such a situation occur.
- 42.4. Volunteers, other unpaid persons or trainees will not be used to permanently fill vacant positions.
- 42.5. Contracting / outsourcing of “in-house” services or functions
  - 42.5.1. It is the clear position of Council to utilise and promote the use of its in-house Council employees for the undertaking of Council’s works, services and operations. During the life of this Determination, Council will minimise the contracting out or leasing of any works and services currently provided by Council. Council may seek to contract/outsource works and services currently provided “in-house” in the following circumstances:
    - a. in the event of a critical shortage of skilled staff; or
    - b. demonstrated inability to recruit appropriately skilled local staff; or
    - c. the lack of available infrastructure capital and the cost of providing technology; or
    - d. extraordinary or unforeseen circumstances; or
    - e. it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 42.6. Consultation Process
  - 42.6.1. Where the Council seeks to contract out or lease any Council works and services provided by in-house Council employees in accordance with the above criteria, the relevant union/s will be consulted as early as possible. Discussions in accordance with Clause 42.8 – Council’s Duty to Notify must take place before any steps are taken to call tenders or enter into any otherwise legally binding arrangement for the provision of in-house services by an external provider.
  - 42.6.2. The Council will ensure that all relevant union/s are aware of any proposals to contract out or lease in-house functions by providing the relevant union/s with formal written notification.
  - 42.6.3. For the purpose of consultation, the relevant union/s will be given all relevant documentation where possible, including the proposed contract and schedules. It is the responsibility of the relevant unions to participate fully in discussions on any proposals to contract out or lease any Council functions.
  - 42.6.4. The Council will be required to provide the unions as part of the written notification with the following information:
    - a. why the service cannot continue to be delivered by local government employment;



- b. the impact on the Council's workforce;
- c. how the proposed initiative will improve Council's service delivery;
- d. any social and/or economic impact on the local community;
- e. communication and consultation strategies including managing the impact on the Council's tenured workforce and other effected employees of Council; and workforce transition plans for deployment, redeployment and retraining;
- f. the full cost implications for the Council.

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

- g. negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
- h. ensure that employees are given the option to take up employment with the contractor;
- i. ensure that employees are given the option to accept deployment/ redeployment with the Council (in line with the redundancy provisions within this Determination);
- j. ensure that, as a last resort, employees are given the option of accepting a voluntary retrenchment.

The Council agrees that it will promote the inclusion of a condition of all future labour contracts, a requirement for contractors to pay wage rates which are no less favourable in aggregate than the current rates of pay for comparable employees prescribed by this Determination. This provision shall apply to all current in-house Council works and services that will be contracted to be performed by an external provider.

#### 42.7. Introduction of Change

42.7.1. This Clause applies where a major change is proposed where any of the following circumstances occur or exist:

- a. Council, by resolution, makes a decision to introduce and/or implement major change;
- b. Council, by resolution, determines to investigate, propose or otherwise consider introducing and/or implementing major change;
- c. The CEO and/or senior staff of the Council make or makes a proposal or recommendation to the Council that, if accepted, introduced and/or implemented would result in major change.

42.7.2. Definitions:

For the purposes of this Clause:

**Major change** means a major change or group of related major changes that may have significant effects on an employee's or employees' employment, conditions and/or pay and includes major changes in production, program, organisation, structure or technology.

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

**Circumstance** means any of the circumstances set out within this Clause.

**Affected employee** means each employee on whose employment, conditions and/or pay the major change may have significant effects.

#### 42.8. Council's Duty to Notify

- 42.8.1. As soon as practicable after Council receives in principle approval from the Executive Leadership Team (ELT) to propose a major change and prior to any decision being made or implemented, the Council will formally notify in writing each affected employee and the relevant unions/s of the proposed major change.

42.9. Council's Duty to Discuss Change

- 42.9.1. As soon as practicable after Council receives in principle approval from the ELT to propose a major change, and prior to any decision being made or implemented, the Council will discuss the major change with the affected employees and the relevant unions/s, and the discussions will include, without limitation:

- a. the introduction of major change;
- b. the effects the major change is likely to have on employees;
- c. measures to avert or mitigate any adverse effects of the major change on employees.

- 42.9.2. Council shall give prompt and genuine consideration to matters raised by affected employees and/or the relevant union/s in the course of or otherwise in connection with the discussions required by this Clause.

42.10. Council to provide information to facilitate discussions

- 42.10.1. For the purposes of the discussion, Council will provide in writing to the affected employees and the union/s all relevant information and documentation about the major change, including without limitation:

- a. the nature of the changes proposed;
- b. the anticipated effects of the changes on employees; and
- c. any other relevant information to assist the parties in the discussions.

- 42.10.2. Where Council is proposing to undertake restructuring of Council's organisation structure, Council must supply the affected employees and their union's representatives with a copy of the current organisational structure flowchart which includes the titles and classification levels of the positions, a copy of the proposed new organisation structure, including the new position titles and classification levels. Further, the Council is to supply a summary document of the proposed changes of the new structure including any current positions which are displaced and/or deemed redundant, proposed new positions, and a list of the potentially affected employees including Council's proposal to mitigate the adverse effects on each affected employee.

- 42.10.3. Council will provide all relevant information, provided that the Council will not be required to disclose confidential information, the disclosure of which would be inimical to Council's interest.

### **43. REDUNDANCY**

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

- 43.2. Where redundancy occurs, the Council undertakes to utilise options of:

- a. natural attrition;
- b. suitable retraining;
- c. suitable redeployment.

With preference to maintaining employees whose permanent positions have become redundant in continued employment within the Council.

43.3. Where an employee is offered retraining, the employee is required to fully participate. This includes participating in training, applying for appropriate roles and not refusing suitable alternative employment at level.

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

43.4.1. Reasonable redeployment is defined as an alternate position at the employee's level, within the employee's current span and spread of hours and within the employee's occupational stream and skill set for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.

The employee may claim that the position offered to them was not a reasonable redeployment and such disputes shall be dealt with in accordance with Clause 10 as set out in this Determination commencing at Step Three (3).

Where an employee refuses a position that is deemed to be suitable, after the dispute resolution process has been exhausted, they are deemed to have resigned their employment and will terminate without redundancy payment.

43.4.2. Where an employee accepts reasonable redeployment to a position at level, then for the first twelve (12) weeks the employee will still be considered for other vacant positions at level, prior to those vacant positions being advertised. If the employee accepts another position at level during the twelve (12) weeks, then the employee will be immediately appointed to that position, thereby completing the redeployment process, and no redundancy payments will apply. At the conclusion of the twelve (12) weeks the employee will be appointed to the position and the redeployment process concluded and no redundancy payments will apply.

43.4.3. As a last resort, and where suitable retraining or redeployment at level is not a viable option, then the employee will be offered a lower paid position which they are capable of fulfilling or the option of voluntary redundancy in line with severance pay provisions.

43.4.4. When an employee is transferred to a lower paid position, the appointment will be made at the highest incremental point within the appointed level (if applicable), with wage/salary at the previous rate prior to redeployment to be maintained for a period of six (6) months.

43.4.5. Leave entitlements of annual leave and long service leave accrued at the time of redeployment will be maintained and paid when taken at the applicable pre-deployment rate.

43.4.6. Employees accepting a role in a lower paid position will have twelve (12) weeks within which to confirm acceptance of such role, or then elect to accept voluntary redundancy in line with severance pay provisions.

43.4.7. Should any redeployment result in the employee being required to start work at a new site that is more than thirty-five (35) kilometres from the existing place of work the employee will be entitled to receive an allowance, for a period of six (6) months or alternatively receive a one off \$5,000 home relocation allowance (on production of invoices) should they elect to move their place of residence closer to their new work site. The allowance payable shall be based on the distance in kilometres from the "old" worksite to the "new" worksite. The allowance payable will be as per the Australian Taxation Office

(ATO) vehicle guidelines.

#### 43.5. Voluntary Redundancy

- 43.5.1. As well as from a result of redundancy activity, and in following the process outlined in this Determination, the Council reserves the right at its discretion to offer voluntary redundancy at any time to any employee, subject to such offer being made without pressure to the employee and for acceptance solely at the discretion of the employee.

#### 43.6. Definitions

**Business** includes trade, process, business or occupation and includes part of any such business.

**Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

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

- a. overtime;
- b. penalty rates;
- c. disability allowances;
- d. shift allowances;
- e. special rates;
- f. fares and travelling time allowances;
- g. bonuses; and
- h. any other ancillary payments of a like nature.

#### 43.7. Severance Pay

An employee whose employment is terminated by reason of redundancy is entitled to severance pay of two (2) weeks' per year of service with a maximum of fifty-two (52) weeks payments as well as applicable notice provisions for termination and all other accrued entitlements payable on termination.

#### 43.8. Alternative Employment

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

This provision does not apply in circumstances involving transmission of business as set out in Clause 41.

#### 43.9. Employees Exempted

Clause 43 does not apply to:

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

#### 43.10. Incapacity to Pay

The Council need not pay or comply with the severance pay prescription on the basis of incapacity to pay.

#### **43.11. Redundancy Disputes**

- 43.11.1. Clauses 43.11.2 and 43.11.3 impose additional obligation on the Council where it contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).
- 43.11.2. Where a redundancy dispute arises and if it has not already done so, the Council must, in good time, provide affected employees and the relevant employee representative (if requested by an affected employee) with relevant information including:
  - a. the reasons for any proposed redundancy;
  - b. the number of categories or workers likely to be affected; and
  - c. the period over which any proposed redundancies are intended to be carried out.
- 43.11.3. Where a redundancy dispute arises and discussions occur in accordance with Clause 43, the Council will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

#### **44. NO FORCED REDUNDANCY**

There shall be no forced termination of an employee as a result of redundancy during the life of this Determination.

### **PART EIGHT – OTHER PROVISIONS**

#### **45. EMPLOYEE ASSISTANCE PROGRAM**

- 45.1. The Council will provide a specific confidential counselling service for all staff and members of their immediate family seeking to utilise such a service for matters affecting work performance.
- 45.2. The service can be accessed directly and initially without the need to seek approval.
- 45.3. Counselling visits are restricted to a maximum of five (5) visits for any one (1) individual staff member (and members of their immediate family) per year, after which time additional visits must be approved by Manager People and Culture.

#### **46. WORKPLACE HEALTH AND SAFETY**

- 46.1. The parties are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by continuing a consultative approach to managing OHS issues, which includes:
  - a. control of hazards at source;
  - b. reducing the incidence and costs of occupational injury and illness;
  - c. reviewing work and management practices affecting the inter-relationship between efficiency, productivity and health and safety;
  - d. providing a rehabilitation system for workers affected by occupational injury or illness.
- 46.2. Consultation

- 46.2.1. Consultative mechanisms will continue to address OHS issues. Such mechanisms will include:

- a. the election of health and safety representatives who will represent fellow workers in negotiations on health and safety matters;
- b. the continuation of OHS Committees and Peak Advisory Committee.

#### 46.3. Training

- 46.3.1. Employee OHS representatives will be given paid leave to attend accredited OHS training courses.
- 46.3.2. Workplace training programs, including induction and on the job training, will outline Council's OHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise OHS systems to identify hazards and instigate preventive actions.
- 46.3.3. Management training programs will outline Council's OHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise OHS systems to identify hazards and instigate preventative actions.

#### 46.4. Occupational Health and Safety (OHS) Program

- 46.4.1. The object of both the Council and employees is to provide a safe working environment for all employees. To further this objective an OHS Consultative Committee shall be maintained in accordance with relevant state or federal legislation in order to study, discuss and implement safe working methods and standards for carrying out the work.
- 46.4.2. Items of safety equipment and apparel shall be worn where directed and as required by relevant state and federal legislation.
- 46.4.3. The Council shall continue a procedure for collecting information on the nature of hazards and incidences of injury which includes:
  - a. an internal system for reporting, recording and investigating of incidents, injuries and illness;
  - b. the routine analysis of injury/illness/incident data;
  - c. routing reports on key OHS performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, estimation of indirect costs);
  - d. a system of regular workplace inspections and regular hazards audits of work areas and work practices which include reference of relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the OHS representative.

This Clause applies in addition to the provisions of the relevant OHS legislation.

### **47. HEALTH AND WELLBEING COMMITTEE**

- 47.1. The Health and Wellbeing Committee will function with a membership representative of the entire workforce.
- 47.2. The Health and Wellbeing Committee will not be responsible for the consideration or settlement of disputes arising from this Determination, grievances or personal issues.
- 47.3. The objectives of the Health and Wellbeing Committee are:
  - a. to promote the Council as an employer of choice;
  - b. promote and implement health and wellbeing initiatives.
- 47.4. The Council agrees to support a Health and Wellbeing Committee by way of secretariat support and reasonable resources for initiatives.

- 47.5. The Health and Wellbeing Committee to be represented by the entire workforce, with the Health and Wellbeing Committee to set its Charter including makeup membership, meeting dates etc.

#### **48. TRAINING AND DEVELOPMENT**

- 48.1. The parties to this Determination recognise that, in order to increase the long-term sustainability, efficiency, and competitiveness of the Council a strong and sustained commitment to training and skill development is required on both an individual and Council wide basis.
- 48.2. Accordingly, the parties commit themselves to optimising the capability, performance and career development options for employees by implementing the following:
- a. enhanced training programs, retraining and education for employees; and
  - b. individual career development planning based upon equal opportunity; and
  - c. providing employees with individual training and career opportunities through appropriate training to acquire the necessary additional skills for various and differing local government occupations; and
  - d. providing timely advice and consultation with employees and their unions representatives with regard to any changes to training and development programs which may impact employees.
- 48.3. The parties agree with respect to the training and career path development of employees, that each permanent employee will have access to learning processes and resources through a mutually agreed career development plan.
- 48.4. The career development plan will consist of a set of prioritised learning opportunities which should be reviewed annually and will be based upon the following:
- a. individual employee desired Council-career path;
  - b. the current and future skill requirements of the Council;
  - c. the size, structure and nature of the long-term strategic operation plans of the Council;
  - d. the need to develop vocational skills relevant to the Council's long term operational needs, through both industry courses and courses conducted by accredited educational institutions and providers.
- 48.5. The Council commits to ensuring that appropriate funds are set aside in each yearly budget to fully meet its training and resource requirements.
- 48.6. Should the employee's access to learning processes and resources not be available within a mutually agreed timeframe, then the employee and the Council will review and possibly modify the career development plan.
- 48.7. Individual development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing the Council with a highly skilled workforce, armed with the necessary skills to meet its future service operational requirements.
- 48.8. Any training associated with the development plan may be provided either externally or internally, off and on the job, to match the individual employee's development needs. This may include seeking advice and assistance from a recognised Competency Standards Advisory body (such as MISTAS) where required.
- 48.9. During the life of this Determination the Council undertakes to review succession planning and training needs analysis, aligning to both the Council's and employees' needs. This will include assessment of train the trainer requirements and utilisation of existing trained staff where appropriate.

- 48.10. The Council commits to the principle of succession planning across the whole of Council and will implement that principle as part of its workforce planning.
- 48.11. Where possible, training and development is to be carried out in normal working hours. It is agreed that no employee will suffer from loss of ordinary pay by participating in required training and skilled development (e.g. where an employee is rostered on a shift, any move to training outside shift hours to daytime ordinary hours will not result in a loss of the shift payment).
- 48.12. Where training can only be provided outside the normal hours and the employee agrees to participate, the payment for the training hours will be at ordinary rates or, where mutually agreed, the accrual of TOIL at time for time.
- 48.13. Should an employee be directed to attend mandatory training outside their normal hours then they will be paid for such time at the overtime rate or, where mutually agreed, the accrual of TOIL at time for time.
- 48.14. In circumstances where the employee is required to travel away for training and the Council fully meets that cost of the training and any associated travel costs, no payment of wages or penalty will apply for any associated travel time that falls outside of the employee's normal hours. However, consideration will be given to the employee's personal commitments and/or impact on fatigue when scheduling the travel.
- 48.15. Apprenticeships/Trainees
- 48.15.1. The Council recognises that future skills shortages could result without interventions to encourage future employment opportunities through Apprenticeships and Traineeships. The parties therefore agree to continue an apprenticeship and traineeship program with consideration to any budgetary constraints.

## **49. MENTAL HEALTH AND WELLBEING**

- 49.1. Council recognise that the workplace can play a vital role in assisting employees affected by mental health issues and commits to:
- a. fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support;
  - b. provide assistance and support to employees, including the training of employees to enable such support;
  - c. identifying and taking reasonable steps to eliminate or reduce identified workplace factors which may contribute to the development of work-related stress and ill health; and
  - d. information will be made available to employees about service providers who may be able to offer additional support.

## **50. POSTING DETERMINATION**

- 50.1. The Council shall, in each office or place of business conducted by it in which employees covered by this Determination are employed, keep and make available for perusal by such employees a current copy of this Determination.
- 50.2. The Council will, upon engagement of a new employee, advise the employee of this Determination and where they can locate a copy of this Determination.
- 50.3. Further, the Council shall ensure that the workplace delegates are listed on the Council's intranet and various



notice boards.

- 50.4. To ensure that management, supervisory staff and other relevant employees understand the intent and application of this Determination, an education program relating to this Determination and the parent Awards shall be facilitated through training by relevant staff (e.g. members of the Management Team, People & Culture, Payroll, JCC) at toolbox talks as appropriate following this Determination being certified by the QIRC.

## **51. UNION LEAVE AND RECOGNITION**

### **51.1. New Employees**

Details of the relevant union/s workplace delegates, as provided by union/s, will be given to new employees during the induction process.

### **51.2. Workplace Delegates**

- 51.2.1. Council recognises the role that the relevant union/s workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and determinations) and dispute resolution. On being notified in writing by the relevant unions that an employee has been appointed as a workplace delegate, the Council will recognise the employee as a relevant union workplace delegate and allow them the following:

- a. reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace.
- b. reasonable private access to union members to discuss union business and to non-union members for recruitment purposes.
- c. reasonable access to representatives of Council for the purpose of resolving issues of concern to union members.

### **51.3. Facilities and Conditions**

- 51.3.1. The following facilities and conditions will be made available to relevant union/s workplace delegates and members of the JCC or any other employee involved in any consultative forum:

- a. wherever possible meetings should occur in normal working time. When a Council initiated meeting occurs outside normal working time, the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings;
- b. reasonable access to normal Council facilities such as typing, word processing photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms;
- c. access to a room with normal office facilities will be provided to discuss employment matters;
- d. no employee will be disadvantaged as a result of activities conducted in accordance with Clause 51.

### **51.4. Workplace Delegates Leave**

- 51.4.1. A relevant union's workplace delegate, or an employee nominated by a relevant union shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following:

- a. trade union training or specific relevant union training courses approved by the relevant union/s;
- b. annual or biennial conference;
- c. executive meetings;
- d. biennial congress of the Australian Council of Trade Unions (ACTU).

A relevant union's workplace delegate, or an employee nominated by a relevant union, can apply to the CEO to be able to use more than their individual 5 days per annum, where necessary, such requests will not be unreasonably refused.

#### 51.5. Right of Entry

51.5.1. An authorised officer of a relevant union/s will have rights of access and entry to the premises of the Council for the following purposes upon giving relevant legislative notice:

- a. meetings with workplace delegates;
- b. meetings with members of staff;
- c. meetings with relevant management team members on matters associated with the Determination or current industrial workplace issues;
- d. to conduct union business matters or matters incidental to union matters.

#### 51.6. Meetings

51.6.1. Employees will be entitled to reasonable time off with pay within working hours to attend approved meetings designed to improve employment relations within the Council, including union meetings.

#### 51.7. Meeting Notices and Newsletters

51.7.1. The Council will provide an accessible space within each work location for the posting of any relevant Award, this Determination or notices pertaining to employment relations within the workplace produced by the relevant unions. The relevant union workplace delegate will be provided with access to this space.

#### 51.8. Deductions

51.8.1. Subject to written authority from the employee and mutual agreement with the Council, Union membership fees may be deducted from an employee's wage.

## **PART NINE – SCHEDULES TO THE DETERMINATION**

Schedule 1 – Salary Scales – Stream A Employees

Schedule 2 – Wage Scales – Stream B & C Employees (excluding MECC)

Schedule 3 – Salary Scales – Stream B MECC Employees

Schedule 4 – Five (5) in Seven (7) Provisions

Schedule 5 – Existing Agreements Technical Services Program

Schedule 6 – Identified Positions – RDO

## 52. SCHEDULE 1 – SALARY SCALES – STREAM A EMPLOYEES

Level	Stream A Employees			
	Year 1		Year 2	
	Commencing first pay period after 1 July 2022		Commencing first pay period after 1 July 2023	
	2.5%	2.5%	2.5%	2.5%
	5 Weeks	4 Weeks	5 Weeks	4 Weeks
1.1	55,012	56,255	56,387	57,661
1.2	56,085	57,352	57,487	58,786
1.3	57,722	59,026	59,165	60,502
1.4	59,494	60,839	60,982	62,360
1.5	61,268	62,653	62,800	64,220
1.6	63,037	64,460	64,613	66,072
2.1	64,834	66,300	66,455	67,957
2.2	66,672	68,178	68,338	69,883
2.3	68,570	70,120	70,284	71,873
2.4	70,489	72,081	72,251	73,883
3.1	72,428	74,065	74,239	75,917
3.2	74,366	76,046	76,225	77,947
3.3	76,301	78,024	78,208	79,975
3.4	78,237	80,004	80,193	82,004
4.1	80,174	81,985	82,178	84,035
4.2	82,103	83,959	84,155	86,058
4.3	84,040	85,940	86,141	88,088
4.4	85,982	87,924	88,131	90,123
5.1	87,913	89,899	90,111	92,147
5.2	89,849	91,879	92,095	94,176
5.3	91,785	93,859	94,080	96,205
6.1	95,011	97,157	97,386	99,586
6.2	98,239	100,459	100,695	102,970
6.3	101,467	103,760	104,003	106,354
7.1	104,691	107,057	107,308	109,733
7.2	107,916	110,354	110,614	113,113
7.3	111,142	113,652	113,920	116,493
8.1	115,015	117,614	117,891	120,554

8.2	118,887	121,572		121,859	124,612
8.3	122,759	125,534		125,828	128,673
8.4	126,391	129,247		129,551	132,478
8.5	130,026	132,965		133,276	136,289

**53. SCHEDULE 2 – SALARY SCALES – STREAM B & C EMPLOYEES (EXCLUDING MECC)**

Stream B & C (Excluding MECC) Employees				
Level	Year 1		Year 2	
	Commencing first pay period after 1 July 2022		Commencing first pay period after 1 July 2023	
	2.5%	2.5%	2.5%	2.5%
	5 Weeks	4 Weeks	5 Weeks	4 Weeks
Level 1<6mths	51,145	52,168	52,424	53,473
Level 1	52,093	53,137	53,395	54,465
Level 2	53,076	54,143	54,403	55,496
Level 3	54,039	55,128	55,390	56,506
Level 4	55,015	56,126	56,390	57,529
Level 5	56,165	57,373	57,569	58,807
Level 6	58,259	59,560	59,715	61,049
Level 7	60,386	61,734	61,895	63,278
Level 8	62,341	63,734	63,900	65,328
Level 9	64,832	66,280	66,452	67,937
Eng Trades C10	56,165	57,373	57,569	58,807
Eng Trades C9	56,710	57,975	58,128	59,425
Eng Trades C8	59,968	61,307	61,467	62,840
Eng Trades C7	62,341	63,734	63,900	65,328
Eng Trades C6	67,375	68,881	69,059	70,603
Plumber L6/BT1	58,048	59,344	59,499	60,828
Plumber L7/BT2	60,781	62,138	62,300	63,692
Plumber L8/BT3	63,513	64,933	65,101	66,556

#### 54. SCHEDULE 3 – SALARY SCALES – STREAM B MECC EMPLOYEES

Entertainment Precinct Staff				
Level	Year 1		Year 2	
	Commencing first pay period after 1 July 2022		Commencing first pay period after 1 July 2023	
	2.5%	2.5%	2.5%	2.5%
	5 Weeks	4 Weeks	5 Weeks	4 Weeks
1	45,173	46,062	46,302	47,214
1.1	45,960	46,867	47,109	48,038
1.2	46,761	47,685	47,931	48,877
1.3	47,578	48,521	48,767	49,734
1.4	48,413	49,373	49,623	50,607
2	48,495	49,458	49,707	50,694
2.1	49,560	50,547	50,799	51,811
2.2	50,653	51,664	51,919	52,956
2.3	51,763	52,800	53,057	54,120
2.4	52,911	53,973	54,234	55,322
3	54,037	55,123	55,388	56,501
3.1	55,241	56,330	56,622	57,739
3.2	56,474	57,723	57,886	59,166
3.3	57,857	59,149	59,303	60,627
3.4	59,286	60,610	60,768	62,125
4	60,677	62,033	62,194	63,583
4.1	62,179	63,566	63,733	65,155
4.2	63,715	65,139	65,308	66,767
4.3	65,292	66,751	66,924	68,420
4.4	66,907	68,402	68,579	70,112
5	68,573	70,106	70,287	71,859
5.1	70,270	71,843	72,027	73,639
5.2	72,008	73,620	73,808	75,460
5.3	73,792	75,444	75,637	77,331
5.4	75,619	77,312	77,509	79,245
6	77,401	79,133	79,336	81,112
6.1	79,317	81,095	81,300	83,122
6.2	81,284	83,105	83,316	85,182
6.3	83,298	85,165	85,381	87,294
6.4	85,364	87,278	87,498	89,460

## **55. SCHEDULE 4 – FIVE (5) IN SEVEN (7) PROVISIONS**

All provisions of this Determination including those provisions referred to in this Schedule, shall apply to employees outlined in each section.

### **Stream A Employees**

- 55.1. The Council and employee, who may be represented by a nominated representative, may agree that the ordinary hours of duty may be worked on any five (5) out of seven (7) days per week including Saturday and Sundays or the ordinary hours may be altered as to the spread of hours.
- 55.2. Any alteration to the ordinary span of hours, start/finish times or spread of days on which the employee works must be by agreement in writing, with no compulsion by either party to agree.
- 55.3. Where an employee agrees to alter the spread of days for the ordinary hours of work (e.g. any five (5) days in seven (7)), the Council shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on Sunday.
- 55.4. Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request and the Council shall not be liable for the weekend penalty rates.
- 55.5. Where the Council seeks to alter the ordinary span of hours, start/finish times or spread of days for a new or vacant position, they must refer the matter to the relevant union or nominated representative for consultation in accordance with Clause 42 – Employment Security provisions of this Determination, prior to advertising the position.

### **Community Services – Excluding Entertainment Precinct (MECC and EVENTS)**

- 55.6. For the purpose of this schedule the Community Services areas comprise of the following programs:
- Community Lifestyle;
  - Property Services;
  - Economic Development; and
  - MECC & Events.
- 55.7. In recognition of the diversity of services provided by local governments and the fact that the Communities that local governments service, require many of the services to be delivered outside of regular 6.00am to 6.00pm working hours, Monday to Friday, where employees are employed within the facilities of the Community Services area, other than the Entertainment Precinct, the ordinary span of hours may need to be altered.
- 55.8. Over the life of this Determination, where Council seeks to alter the ordinary span and spread of hours from the standard 6:00am to 6:00pm, Monday to Friday to the greater span of hours, i.e. 6:00am to 8:00pm any five (5) days out of seven (7), they will do so in accordance with Clause 55.1 of this Determination excluding Subclause 55.3 only.
- 55.9. A standard penalty rate of time and a quarter, will apply to ordinary hours worked on Saturday.



- 55.10. In the event that the ordinary span of hours are modified, the penalty rate paid after 6:00pm Monday to Friday will be at time and a quarter for ordinary hours worked.
- 55.11. A standard penalty rate of time and a half, will apply to ordinary hours worked Sunday.
- 55.12. Overtime will be paid on the applicable overtime rates, as per the main body of this Determination, based on the ordinary rate of pay for the applicable day.
- 55.13. Where the employee seeks to alter the spread of regular ordinary hours, which includes weekends or to vary their span of ordinary hours in any twenty-four (24) hour period to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request and the Council shall not be liable for any penalty rates for the ordinary hours.

**Stream B Employees (MECC and EVENTS only)**

- 55.14. In recognition of the Entertainment Precinct, due to industry and community needs, operating varying hours across seven (7) days a week, the following is required to meet requirements:
- 55.14.1. Salary scales applicable shall be per Entertainment Precinct Staff Schedule 3.
- 55.14.2. Staff within the Entertainment Precinct appointed under Schedule 1 prior to certification of this Determination will continue under their existing conditions unless agreed otherwise.
- 55.14.3. Ordinary hours of work will be thirty-eight (38) hours per week, worked in any reasonable roster configuration between 6:00am and 12:00pm (midnight). Saturdays and Sundays are to be regarded as ordinary time days, and employees are able to work any five (5) out of seven (7) days (any ordinary hours worked in these configurations are without penalty).
- 55.14.4. Ordinary hours will not exceed ten (10) hours on any one day or thirty-eight (38) hours per week in any five (5) days out of seven (7).
- 55.14.5. In a shift exceeding ten (10) hours, overtime authorised by a supervisor or manager will be paid at time and a half.
- 55.14.6. Employees will be provided with a minimum ten (10) hour break between the cessation of one shift and the commencement of another. Where an employee commences work before the ten (10) hour break, at the direction of the Council, the employee shall be paid at double time off in lieu, until the officer is released from duty for such period.
- 55.14.7. Where additional time is approved past thirty-eight (38) hours over five (5) successive days, additional time worked on a sixth or seventh day, will be paid at time and a half for the first five (5) hours and double time thereafter.
- 55.14.8. Permanent employees may be paid overtime or take as TOIL.
- 55.14.9. Casual employees may be engaged at ordinary rates, any five (5) days out of seven (7) between 6:00am and 12:00pm midnight, including Saturdays and Sundays to a maximum of ten (10) hours per day and thirty-eight (38) hours per week.
- 55.14.10. Casual employees working outside of, or in excess of ordinary hours, will be paid at the appropriate hourly rate, plus 50%.
- 55.14.11. The timing of taking of TOIL will be to meet organisational operating requirements taking into account the employee's requirements (also noting Stand Down provisions).

55.14.12. To balance the seasonal operations of the Entertainment Precinct, TOIL may be accrued for a maximum of twelve months. If not taken at the conclusion of this period, accrued TOIL will be paid out at the ordinary time rate. Accrued TOIL at separation will also be paid out at the ordinary time rate.

55.14.13. Stand Down Provisions - The nature of the work at the Entertainment Precinct determines that due to circumstances beyond the Council's control, there may not be sufficient work at times for employees. In such circumstances, any employee who cannot be gainfully employed the employee shall be required to take any accumulated leave (including TOIL), failing which they shall be stood down, without pay. This provision is to be read in conjunction with Section 333 of the Industrial Relations Act 2016 (Queensland).

55.14.14. Where a permanent employee (excluding Cleaners) is required to perform work on a Public Holiday, such employee will be paid at double time off in lieu with a minimum of three (3) hours.

55.14.15. Where Cleaners are required to perform work on a Public Holiday, such employee will be paid at double time off in lieu with a minimum of two hours.

55.14.16. Casual Loadings:

6:00am – 12:00am 25%

12:00am – 6:00am 31%.

### **Stream B and C Employees (Excluding MECC)**

55.15. In the circumstances set out below, employees may be required to work their ordinary hours on any five (5) consecutive days out of seven (7), Monday to Sunday inclusive:

- a. For works where undertaking work in Saturday and/or Sunday can provide:
  - i. improved productivity through better access to roads when traffic volumes are lower;
  - ii. significant reductions in traffic disruption/delay;
  - iii. reduced disruption of access to business or education premises;
  - iv. reduced exposure to safety hazards for workers; and/or
  - v. less night-time noise in urban residential areas (where work might otherwise be done at night).
- b. In workshops where employees are required to maintain or repair plant and equipment on days when construction or maintenance crews are not working to minimise down-time on site; or workshops, laboratories or offices, where necessary, to support construction and maintenance needs in circumstances set out in (a) above.
- c. Specifically, this provision applies primarily for "on-road" works, which disrupt normal traffic flow and access to adjacent business premises (e.g. pavement works), rather than "off-road" activities that do not interfere with traffic movements (e.g. signage and roadside drainage works). It is intended to apply on roads where large traffic volumes on weekdays (Monday to Friday) restrict the extent of land closures possible and where lower traffic volumes on weekends would allow safer, more productive and/or less disruptive road works to be undertaken.
- d. These arrangements can only apply after full consultation with employees and is intended to apply only to infrequent and short-term works.
- e. Provided that this provision to work any five (5) consecutive days out of seven (7) days, Monday to Sunday inclusive, may be extended to other circumstances for more frequent application, subject

to agreement of the majority of employees affected and relevant union/s.

## **56. SCHEDULE 5 – EXISTING AGREEMENTS TECHNICAL SERVICES PROGRAM - NUMBER TSPOLICY NUMBER**

**POLICY TITLE: FLEXIBLE WORKING HOURS PROPOSAL**

**SUB-TITLE:**

**ADOPTED: FOLIO – Date in words**

**AMENDED:**

**REVOKES:**

### **56.1. POLICY DEFINITIVE STATEMENT**

#### **FLEXIBLE WORKING ARRANGEMENTS**

The parties agree that flexible work arrangements may be developed by agreement with the affected parties for any program within Council.

Flexible working arrangements must satisfy the following four (4) principles:

- a. current customer service requirements continue to be maintained;
- b. they must be cost neutral;
- c. they must be practicable and workable;
- d. they must not compromise workplace health and safety.

In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.

The Council is to clearly record all instances where a change has been implemented in accordance with this Agreement.

By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances shall the Council require an employee to work beyond ten (10) ordinary hours per day.

Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Agreement will operate to the extent necessary to give effect to the new work arrangements, provided that:

- a. the terms of the new work arrangement are in writing and have been signed by the Council and the employee or their nominated representative;
- b. a majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice has been given.

A copy of the arrangements made pursuant to this Clause must be provided to the employee and the employee's nominated representative and shall be read as part of this Agreement.

### **56.2. POLICY CONDITIONS**

#### **56.2.1. AUTHORITY**

Director has authority to set commencement and finishing times and bandwidth to the convenience

of the Program.

#### 56.2.2. RESPONSIBILITY OF SUPERVISOR AND EMPLOYEE

The employee's Supervisor is responsible for ensuring the accuracy of information on the timesheet and the continuity of workflow. Employees are responsible for accurately completing their individual timesheet.

Employees will capture both flex on and flex off on their timesheet.

Flex on - 511

Flex off - 512

#### 56.2.3. CORE TIME LEAVE

As a general rule, an employee may be granted the following core time leave during one settlement period.

- two (2) mornings;
- two (2) afternoons;
- one (1) morning and one (1) afternoon (separately or as a full day).

**Core Time Leave can only be taken, subject to the following conditions:**

- a. Flex Credits must be established prior to being used for Core Time Leave.
- b. Prior approval of the Supervisor must be obtained (verbal approval only is required).
- c. Core Time Leave can be taken on only two (2) occasions in any Settlement Period; exception, same as for 56.2.3.(d).
- d. The full extent of Core Time Leave cannot be taken on each of two (2) consecutive days even though they may be in different Settlement periods. Exception may be authorised by a supervisor when approval has been granted by the Program Manager.
- e. Employee's freedom to elect their own hours of duty must always be within the constraints of the Program's efficiency.
- f. MRC supports flexible work arrangements that suit both the organisation and the employee to take into account a balance of work and life responsibilities. As a general rule, there will be a nine (9) day fortnight, however there are clear working areas where different arrangements have and will be made.

Employees are to consult and co-operate with their supervisors at all times, and whilst it is hoped that Supervisors will allow staff maximum flexibility under the scheme, it is appreciated that, at times, it will not be possible to allow all staff the freedom they may wish.

### 56.3. DEFINITIONS

For the purposes of this Clause, the undermentioned terms shall have the corresponding meanings:

**Bandwidth** is the timespan between the earliest commencing time and the latest ceasing time permissible for ordinary work.

**Core Times** are the periods during the day when all officers shall perform ordinary duty (unless absent on approved leave).

**Flexible Periods** are the time spans within the bandwidth and outside of core time when, subject to the requirements of the particular position, the agreement of the supervisor concerned and the various

provisions of this Clause, officers may vary their commencing and ceasing times for ordinary work.

**Settlement Period** is the prescribed period of time during which officers shall accumulate the equivalent of standard hours by way of ordinary work during the bandwidth, by way of approved leave, or by way of credit for public holidays falling on normal working days: provided that, subject to the conditions prescribed in this Clause, officers shall be entitled to carry over certain flex credits or flex debits between settlement periods.

**Standard Hours** are the ordinary hours of duty.

**Standard Day** is the total daily working hours occurring during standard hours.

**Flex Credit** is the amount of time that an officer performs ordinary work and/or obtains credit for periods of approved leave during the bandwidth on an ordinary working day in excess of a standard day.

**Flex Debit** is the amount of time less than a standard day that an officer performs ordinary works and/or obtains credit for periods of approved leave during the bandwidth on an ordinary working day.

**Carry-over** is the amount of accumulated flex credit or flex debit which, subject to the provisions of this Clause, an officer shall carry over between consecutive settlement periods.

**Core Time Leave** is an approved absence during prescribed core times.

#### **56.4. WORKING ARRANGEMENTS**

- a. Officers must at all times obey the directions given by their supervisor's regarding hours of work during the bandwidth.
- b. All officers shall give first priority to the maintenance of acceptable workflows.
- c. An officer who fails to comply with the procedures within this document to the satisfaction of the Program Manager shall, upon instruction from the Director, work standard hours. Thereafter, time worked by direction by such officer outside standard hours shall be recorded as overtime and shall be paid for at the appropriate overtime rate.

#### **56.5. CONDITIONS OF EMPLOYMENT**

- a. Bandwidth shall be between 6.00am and 6.00pm, Monday to Friday inclusive. No officer shall gain any advantage for work performed outside the bandwidth except in the case of authorised overtime.
- b. Core times shall be between the hours of 9.00am to 12.00pm and 2.00pm to 4.00pm Monday to Friday inclusive, except where the Director shall determine otherwise.
- c. Flexible periods shall be between the hours of 7.00am to 9.00am, 12:00pm to 2:00pm, and 4:00pm to 6:00pm, except where the Director shall determine otherwise.
- d. Nominal standard hours shall be 8:30am to 4:45pm Monday to Friday inclusive with a lunch break of one hour between 12:00pm and 2:00pm.
- e. A standard day shall be seven (7) hours and fifteen (15) minutes.
- f. Where an officer so elects, such officer shall be able to make application to the Program Manager in order to participate in a permanent nine (9) day fortnight or nineteen (19) day month arrangement working hours under these arrangements are to satisfy the bandwidth and core times set out in this Determination.

##### **56.5.1. Maximum Hours**

- a. An officer unless directed by the Program Manager shall not work more than nine (9) hours during the bandwidth per day, or more than five (5) hours between the commencement of work and the commencement of a lunch break or from the time of finishing a lunch break to the time of ceasing

work for the day within the bandwidth.

- b. Any time worked by direction of the Program Manager in excess of nine (9) hours during the bandwidth per day, or in excess of the period of five hours, mentioned in paragraph 5.1.1 shall be regarded as overtime and paid for as such.

#### 56.5.2. Lunch Break

All officers other than those directed by the Program Manager shall take a lunch break of not less than thirty (30) minutes duration between the hours of 12:00pm and 2:00pm.

#### 56.5.3. Rest Pause

- a. A rest pause of fifteen (15) minutes duration in accordance with section 12.9 of the Council Certified Agreement 2008 morning or afternoon in the Council's time shall be allowed each officer covered by this Clause at a time to suit the convenience of the Council and so as not to interfere with the continuity of work where continuity in the opinion of the Council is necessary.
- b. Settlement periods to be of one (1) fortnights' duration.
- c. During each settlement period an officer may accumulate seventy-two (72) hours thirty (30) minutes by way of time actually worked and/or approved leave during the prescribed bandwidth and credit for public holidays which occur upon Mondays to Fridays inclusive. Provided that, subject to the provisions of paragraph 5.3.7 hereof, officers' carry-over of flex credits or flex debits existing at the commencement of a settlement period shall be counted when calculating such seventy-two (72) hours thirty (30) minutes.
- d. Provided further that, subject to the provisions of paragraph 5.3.7 hereof, an officer shall be entitled to carry-over prescribed flex credits or flex debits to the next settlement period.
- e. Should an officer be ill on an approved day-off, the officer may apply for sick leave of seven (7) and a quarter (¼) hours instead. That officer is then free to seek approval for further core time leave, during the same settlement period.
- f. Nothing in this Clause shall entitle an officer to receive a flex credit for any period during which the officer is on approved leave other than core time leave during the bandwidth, except in those cases where a full day's absence is involved, when the credit for that day shall be seven (7) and a quarter (¼) hours.
- g. Flex credits and flex debits shall accumulate from one working day to the next and, subject to the provisions of paragraph 6 hereunder, between settlement periods.
- h. At no time during a settlement period shall a flex credit exceed fourteen (14) hours thirty (30) minutes, or a flex debit exceed seven (7) hours fifteen (15) minutes.

An officer who resigns, retires, is appointed to a department, or division, subdepartment branch or section where flexible working hours has not been introduced, or otherwise ceases duty, shall ensure that the officer does not possess flex credits or flex debits at the time of cessation of duty with the department etc. in which flexible working hours apply; provided that any such officer shall not receive compensation for a flex credit existing at the time of such cessation of duty; provided further that an officer possessing a flex debit at the time of such cessation of duty shall have a corresponding deduction from the officer's salary (to be deducted during a subsequent fortnightly pay period).

### 56.6. CARRY-OVER

Carry-over -flex credits and flex debits which an officer has accrued at the end of a settlement period shall, subject to the following conditions, be carried over to the commencement of the officer's next settlement

period and subsequently be added to flex credits or flex debits which accumulate during such period.

The maximum flex credit carry-over which an officer shall be allowed shall be thirty-six (36) hours fifteen (15) minutes. If at the end of a settlement period an officer's carry-over credit is in excess of thirty six (36) hours fifteen (15) minutes, no payment shall be made for such excess period, i.e. the time will be forfeited.

Carry-over of a flex debit will not be permitted unless approved by the Program Manager. Unless such approved debit is adjusted by the officer concerned during the next settlement period, appropriate deduction from salary shall be made.

Subject to the following conditions, an officer may be granted core time leave:

- a. If the officer has accumulated an equivalent amount of flex credit as at the commencement of the day upon the period of core time leave is required, and
- b. If prior approval of the officer's supervisor has been obtained. Provided that no more than two periods of core time leave shall be taken in any one settlement period.

Provided further that the full extent of core time leave cannot be taken on each of two (2) consecutive days, even though they may be in different settlement periods, unless approved by the Program Manager.

An officer may take core time leave on the working day immediately preceding and/or immediately following any period of annual leave or long service leave, as the case may be, unless the Program Manager determines otherwise.

When offices are required to be open to the public between certain hours, officers employed in these areas must be present during these hours, unless a relief officer is available.



## 57. SCHEDULE 6 – IDENTIFIED POSITIONS – RDO

Department	Program	Position	Title
C&CS	Comm & Client Management	CF0002	Executive Assistant
C&CS	Community Lifestyle	CP0005	Exhibitions Curator
C&CS	Community Lifestyle	CP0009	Public Programmes Officer
C&CS	Community Lifestyle	CP0075	Artspace Gallery Director
C&CS	Community Lifestyle	CD0001	Senior Coordinator Community P
C&CS	Community Lifestyle	CD0010	CDO - Indigenous
C&CS	Community Lifestyle	CD0011	Arts Development Officer
C&CS	Community Lifestyle	LS0036	Museum Coordinator
C&CS	Community Lifestyle	CCS004	Senior Executive Coordinator -
C&CS	Community Lifestyle	LS0004	Executive Coordinator - Librar
C&CS	Community Lifestyle	LS0005	Systems Support & LD Librarian
C&CS	Community Lifestyle	LS0060	EC - Library Systems and Collections
C&CS	Community Lifestyle	LS0015	Library Asst Heritage Collecti
C&CS	Corp Comms & Marketing	CC0012	Communications Coordinator
C&CS	Emergency Mgt	EMG001	Emergency Management Coordinator
C&CS	Emergency Mgt	EMG003	State Emergency Service Local
C&CS	Emergency Mgt	EMG004	Administration Officer
C&CS	Health & Regulatory Serv	HRS038	Coordinator Regulatory Service
C&CS	Health & Regulatory Serv	HRS040	Team Leader Compliance
C&CS	Health & Regulatory Serv	HRS011	Team Leader Environment Health
C&CS	Health & Regulatory Serv	HRS030	Coordinator Environmental Health
C&CS	Health & Regulatory Serv	HRS048	Team Leader Local Laws
C&CS	Health & Regulatory Serv	HRS023	Vector Control Team Leader
DS	Development Assessment	DP0007	Principal Planner - CBD
DS	Development Assessment	DP0012	Principal Planner - South
DS	Development Engineering	DE0006	Development Construction Coord
DS	Development Engineering	DE0018	Administration Officer
DS	Development Engineering	DE0034	Principal Assessment Engineer
DS	Development Management	DS0003	Executive Assistant
DS	Economic Development	UD0004	Principal Economic Development
DS	Economic Development	UD0007	City Centre Co-ordinator
DS	Economic Development	UD0010	Senior Economic Development Of
DS	Economic Development	PS0005	Sarina Sugar Shed Coordinator
DS	Economic Development	PS0025	Sarina Sugar Shed Distiller
DS	Parks Environment & Sus	ESP006	Botanic Gardens Coordinator
DS	Parks Environment & Sus	ESP017	Visitor Services Officer
DS	Parks Environment & Sus	ESP008	Building Services Coordinator
DS	Parks Environment & Sus	ESP007	Natural Environment Coordinator
DS	Parks Environment & Sus	ESP009	Parks Maintenance Coordinator
DS	Parks Environment & Sus	ESP167	Operational Forward Parks Planner

DS	Parks Environment & Sus	ESP172	Supervisor Waterways Team
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Department	Program	Position	Title
DS	Strategic Planning	SP0002	Administration Officer
DS	Strategic Planning	SP0003	Principal Engineer
DS	Strategic Planning	SP0005	Infrastructure Planner
DS	Strategic Planning	SP0007	Principal Planner
DS	Strategic Planning	SP0011	Principal Planner
ECI	Business Services ECI	WBS002	Administration Officer
ECI	Business Services ECI	WBS006	Stakeholder and Client Support
ECI	Business Services ECI	WBS004	WWS Management Accountant
ECI	Business Services ECI	WBS015	Inspection Coordinator
ECI	Business Services ECI	ES0004	Quality Systems Coordinator
ECI	Business Services ECI	WBS014	ECI Safety and Risk Officer
ECI	Civil Operations	ESM007	Southern Coordinator
ECI	Civil Operations	ESM029	North West Coordinator
ECI	Civil Operations	ESM046	Central Coordinator
ECI	Civil Operations	ESM139	Assets & Project Engineer
ECI	Civil Operations	ESM173	Quarry Supervisor
ECI	Civil Operations	ESM174	Maintenance Superintendent
ECI	Civil Projects	ESC002	Technical Officer
ECI	Civil Projects	ESC104	Program/Project Scheduler
ECI	Civil Projects	ESC003	Construction Engineer
ECI	Civil Projects	ESC082	Construction Coordinator
ECI	Civil Projects	ESC086	Civil Projects Engineer
ECI	Commercial Infra Mgt	ES0001	Executive Assistant
ECI	Commercial Infra Mgt	WWA002	Executive Assistant
ECI	Commercial Infra Mgt	WWA003	Executive Support Officer
ECI	Infrastructure Delivery	WC0006	Senior Engineer
ECI	Infrastructure Delivery	WC0011	Project Services Coordinator
ECI	Infrastructure Delivery	WC0027	Project Manager
ECI	Infrastructure Delivery	WC0002	Administration Officer
ECI	Infrastructure Delivery	WC0004	Drafting Designer
ECI	Infrastructure Delivery	WC0005	Project Engineer
ECI	Infrastructure Delivery	WC0008	Project Engineer
ECI	Infrastructure Delivery	WC0013	Construction Supervisor/Inspector
ECI	Infrastructure Delivery	WC0023	Project Engineer
ECI	Infrastructure Delivery	WC0030	Project Engineer
ECI	Planning & Sustainability	WC0009	Water & Sewerage Planning Engineer
ECI	Planning & Sustainability	WWS084	Water & Sewerage Planning Engineer
ECI	Planning & Sustainability	WWS086	Water & Sewer Planning Engineer
ECI	Planning & Sustainability	WWS112	Water & Sewer Project Engineer
ECI	Planning & Sustainability	WWS119	Planning & Development Asset O

ECI	Planning &Sustainability	WWS120	Technical Officer
ECI	Planning &Sustainability	WWS123	Administration Support
ECI	Technical Services	ES0019	Survey Coordinator
<b>Department</b>	<b>Program</b>	<b>Position</b>	<b>Title</b>
ECI	Technical Services	ES0011	Design Coordinator
ECI	Technical Services	ES0034	Landscape Architect
ECI	Technical Services	ES0024	Traffic & Investigations Coord
ECI	Waste Services	WS0003	Waste Services Coordinator
ECI	Waste Services	WS0009	Waste Services Coordinator -RM
ECI	Water Network	WWN004	Senior Network Engineer
ECI	Water Network	WWN005	Operations & Maintenance Officer
ECI	Water Network	WWN082	Maintenance Planner
ECI	Water Network	WWN089	Estimations and Quotes Officer
ECI	Water Treatment	WWT003	Treatment Engineer
ECI	Water Treatment	WWT010	Water Treatment Plant Coordinator
ECI	Water Treatment	WWT052	Process Engineer
ECI	Water Treatment	WWT023	Principal Scientist
ECI	Water Treatment	WWT025	Laboratory Coordinator
ECI	Water Treatment	WWT042	Senior Environmental Officer
ECI	Water Treatment	WWT002	Administration Officer
CEO	Executive Office	CEO007	Executive Support Officer
CEO	Legal Services	CEO026	Administration Officer
CEO	Legal Services	CEO027	Legal Counsel
CEO	Office of Mayor & CEO	CEO003	Executive Assistant - CEO
CEO	Office of Mayor & CEO	CEO004	Executive Assistant - Mayor
OS	Assets	GO0009	Assets Officer
OS	Assets	GO0010	Assets Systems Coordinator
OS	Assets	GO0017	Senior Asset Accountant
OS	Financial Services	FS0036	Financial Support Coordinator
OS	Financial Services	FS0006	Financial Accountant
OS	Financial Services	FS0054	Senior Accountant
OS	Financial Services	FS0002	Administration Officer
OS	Financial Services	FS0019	Revenue Coordinator
OS	Financial Services	FS0064	Systems Accountant
OS	Governance & Safety	GS0001	Coordinator Corporate Governance
OS	Governance & Safety	GO0005	Senior Internal Auditor
OS	Governance & Safety	GS0003	Coordinator Performance & Risk
OS	Governance & Safety	ER0012	Co-Ordinator Workplace Health
OS	Organisational Serv Mgt	CSA001	Executive Assistant
OS	People & Culture	HR0010	Industrial Relations Advisor
OS	People & Culture	PC0003	Senior People & Culture Advisor
OS	People & Culture	PC0002	Organisational Development Coordinator
OS	Procurement & Plant	PP0002	Contract Coordinator

OS	Procurement & Plant	PP0004	Administration Officer
OS	Procurement & Plant	PP0009	Fleet & Workshop Coordinator
OS	Property Services	PS0031	Supervisor Projects & Operational Compliance
OS	Property Services	PS0003	Coordinator Property Services
<b>Department</b>	<b>Program</b>	<b>Position</b>	<b>Title</b>
OS	Property Services	PS0029	Supervisor Land Operations
OS	Property Services	PS0030	Supervisor Operational Maintenance
OS	Shared Services Centre	IT0010	Team Leader Applications
OS	Shared Services Centre	IT0011	Systems Developer & DBA
OS	Shared Services Centre	IT0022	Business Analyst Developer
OS	Shared Services Centre	IT0014	Team Leader GIS
OS	Shared Services Centre	IT0042	Senior ICT Network Engineer
OS	Shared Services Centre	IT0018	Team Leader ICT
OS	Shared Services Centre	IT0051	Senior ICT Desktop Engineer
OS	Shared Services Centre	IT0021	Business Analyst
OS	Shared Services Centre	IT0052	Business Analyst
OS	Shared Services Centre	IT0058	Business Analyst
OS	Shared Services Centre	IT0043	Senior ICT Systems Engineer
OS	Shared Services Centre	SSC100	Coordinator Billing Services
OS	Shared Services Centre	SSC200	Coordinator Business Support
OS	Shared Services Centre	SSC600	Coordinator Payment Services
OS	SSC Management	SSC002	SSC Deputy Partnership Manager