

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Western Downs Regional Council

AND

Australian Workers Union of Employees, Queensland

United Voice, Industrial Union of Employees, Queensland

(Matter No. CB/2021/3)

**WESTERN DOWNS REGIONAL COUNCIL PERSONAL CARERS AND SUPPORT
WORKERS CERTIFIED AGREEMENT 2021**

Certificate of Approval

On 27 August 2021, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **WESTERN DOWNS REGIONAL COUNCIL PERSONAL
CARERS AND SUPPORT WORKERS CERTIFIED
AGREEMENT 2021**

Parties to the Agreement:

- Western Downs Regional Council
- Australian Workers Union of Employees, Queensland
- United Voice, Industrial Union of Employees, Queensland

Operative Date: 27 August 2021

Nominal Expiry Date: 27 August 2024

Previous Agreement: *Western Downs Regional Council Personal Carers and Support
Workers Certified Agreement 2012*

**Termination Date of
Previous Agreement:** 27 August 2021

By the Commission

C.M. HARTIGAN
Industrial Commissioner
27 August 2021

**WESTERN DOWNS REGIONAL COUNCIL
PERSONAL CARERS AND SUPPORT WORKERS CERTIFIED AGREEMENT 2021**

TABLE OF CONTENTS

PART 1 – APPLICATION AND OPERATION.....	4
1.1. Title	4
1.2. Application of Agreement	4
1.3. Period of Operation.....	4
PART 2 – PURPOSE OF AGREEMENT	4
2.1 Objectives	4
PART 3 – INTERPRETATION	5
3.1 Relationship to Parent Award	5
3.2 Definitions	5
PART 4 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION.....	6
4.1 Decision Making	6
4.2 Consultation - Introduction of Changes	6
4.3 Workloads Management.....	7
4.4 Grievance and Dispute Settling Procedures.....	7
PART 5 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	8
5.1 Redundancy.....	8
5.2 Abandonment of Employment	8
PART 6 – WAGES AND WAGE RELATED MATTERS	9
6.1 Wages.....	9
6.2 Allowances.....	9
6.3 Superannuation.....	9
6.4 Salary Sacrifice	9
PART 7 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK	9
7.1 Ordinary Hours of Work.....	9
7.2 Casual Employees.....	12

7.3	Part-time Employees	12
7.4	Statement of Service	13
7.5	Weekend Work	13
7.6	Afternoon and Night Shift Allowance.....	13
7.7	Sleep Over	14
7.8	Vehicle Allowance.....	14
7.9	Overtime.....	14
7.10	Meal Times	16
7.11	Rest Pauses	16
7.12	Uniform & Laundry Allowance	16
7.13	Board and Lodging.....	16
7.14	Fares, Travelling and Work Expenses.....	17
7.15	Engagement.....	17
7.16	Excursions	17
7.17	Remote Overnight Respite Allowance	17
7.18	On Call.....	18
7.19	Crib Break.....	18
7.20	Relieving at a Higher Grade	18
7.21	Direct Care Allowance	19
	PART 8 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	19
8.1	Annual Leave	19
8.2	Statutory Holidays.....	22
8.3	Sick Leave.....	23
8.4	Parental Leave	25
8.5	Long Service Leave.....	26
8.6	Domestic and Family Violence Leave	27
8.7	Natural Disasters	28
8.8	Bereavement Leave	28

PART 9 – TRAINING AND RELATED MATTERS	29
9.1 Trainees	29
9.2 Trade Union Training	29
PART 10 – OCCUPATIONAL HEALTH AND SAFETY MATTERS	30
10.1 Immunisation	30
10.2 Environmental Matters	30
PART 11 – AGREEMENT COMPLIANCE AND UNION RELATED MATTERS.....	30
11.1 Union Encouragement Clause	30
11.2 Stability.....	30
11.3 No Extra Claims	32
11.4 Renewal of Agreement	32
12.0 SIGNATORIES	33
APPENDIX 1 CLASSIFICATION STRUCTURE.....	34
1. Classification Structure.....	34
2. Progression: Level 1 and 2.....	34
3. Skills Based Assessment	34
LEVEL 1.....	34
LEVEL 2.....	35
LEVEL 3.....	35
LEVEL 4.....	36
LEVEL 5.....	36
LEVEL 6.....	37
APPENDIX 2 - Wage Schedule	38
APPENDIX 3 - Allowance Schedule	39

PART 1 – APPLICATION AND OPERATION

1.1. Title

This Agreement shall be known as the Western Downs Regional Council Personal Carers and Support Workers Certified Agreement 2021.

1.2. Application of Agreement

- 1.2.1. The Agreement shall apply Western Downs Regional Council and their employees for whom classifications are contained herein.
- 1.2.2. This Agreement shall replace all registered or unregistered agreements applying to employees covered by this Agreement.
- 1.2.3. The parties bound to this Agreement are:
- Western Downs Regional Council;
 - Australian Workers Union of Employees, Queensland; and
 - United Voice, Industrial Union of Employees, Queensland, is known nationally as United Workers Union;
 - Employee covered by the Appendix 1

1.3. Period of Operation

This Certified Agreement shall operate, in accordance with its terms, from the date of certification in the Queensland Industrial Relations Commission (QIRC) and shall operate for a period of three (3) years.

PART 2 – PURPOSE OF AGREEMENT

2.1 Objectives

- 2.1.1 The parties to this Agreement are committed to Western Downs Regional Council Directions.
- 2.1.2 Commitment of Quality Care – the parties to this Agreement are committed to the highest quality of care and services which provides for a holistic approach with continuity of care. Guided by Aged Care Quality Standards and the Australian Aged Care Quality and Safety Commission, and those of any other accredited bodies, and other quality standards.
- 2.1.3 Residential facilities including long and short term respite and their workforce commit to continual improvement in striving to achieve best practice in all aspects of operational and service delivery thus striving for more effective and efficient work practices which will improve the quality of care of residents and;
- 2.1.4 Through this Agreement, the parties commit to developing and implementing strategies that are designed to recognise and achieve productivity and efficiency improvements in the workforce, and to enhance job satisfaction, career pathway, job security and remuneration, while aiming to provide the highest quality of service and support which will maximise each resident's quality of life.
- 2.1.5 Through this Agreement, the parties commit to developing strategies to address and reduce the frequency and amount of time casuals are employed.
- 2.1.6 The parties to this Agreement will collectively strive to achieve quality operational outcomes.
- 2.1.7 The purpose of this Agreement is to achieve a stable industrial relations framework across the services under Western Downs Regional Council

PART 3 – INTERPRETATION

3.1 Relationship to Parent Award

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

3.2 Definitions

3.2.1 *Classification of Employees*

The following definitions of classifications shall apply for the purposes of ascertaining duties and the appropriate level within which to determine rates of pay. These definitions are to be read in conjunction with clause 3 of the parent Award:

- (a) “*Casual employee*” means an employee who is engaged as such on an hourly basis for less than 76 hours per fortnight.
- (b) “*Part Time employee*” means an employee who is regularly engaged to work 16 or more rostered hours per fortnight but less than 76 hours per fortnight. A part time employee may agree in writing to work less than 16 rostered hours a fortnight rather than being engaged as a casual. Current minimum daily hours and payment provisions apply
- (c) “*Full time employee*” A full time contracted employee shall mean an employee engaged to work no less than 76 hours per fortnight.
- (d) “*Trainee*” An employee who bears the meaning of that term in the *Vocational Education, Training and Employment Act 2000* and undertaking training contained in Part 4 of the Act.

3.2.2 *Types of Workplaces*

- (a) “*Aged Care Facility*” shall mean any house, apartment or premises, licensed or unlicensed which is used or intended to be used for the reception, care and treatment of persons who on account of age, infirmity, chronic ill health or the effects of illness from which they are convalescent, require support and care and/or supervision. Aged Care Facility also incorporates short and long term respite, and day respite.
- (b) “*Community*” shall mean any private residence where employees are required to deliver services.

3.2.3 *General*

- a) “*Coordinated Care Packages*” refers to a program to deliver care in the community.
- b) “*Day Work*” means where the ordinary hours of work are performed between the hours of 6.00am and 6.00pm.
- c) “*Afternoon Shift*” means a shift commencing at or after 2.00pm but before 6.00pm. or where the majority of hours fall between 2.00pm and 6.00pm
- d) “*Night Shift*” means a shift commencing after 6.00pm but before 6.00am the following day or where the majority of hours fall between 6.00pm and 6.00am.
- e) “*Business Day*” means a day on which the major trading banks are open for ordinary business in Queensland excluding a Saturday, Sunday or public holiday.
- f) “*Accrued Day Off*” shall mean an employee’s accumulated time off under the 38-hour week.

- g) "SNA" Safety Net Adjustment

PART 4 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

4.1 Decision Making

- 4.1.1 The parties to this Agreement recognise that staff in management positions have particular functions and responsibilities in accordance with their job descriptions.
- 4.1.2 The functions and responsibilities of staff management positions are one component of the totality of work undertaken within Western Downs Regional Council.
- 4.1.3 Integral to the operations is the consultative structure and accordingly they are also integral to the functions and responsibilities of employees in management positions.
- 4.1.4 The parties to this Agreement agree that to increase workplace harmony and improve work practices, management should provide staff with detailed explanation of decisions and employees have a right to question decisions made by employees with management responsibilities, which directly or indirectly affect the employee.
- 4.1.5 Notwithstanding the above and although consultation between management and staff shall take place. If consensus agreement cannot be reached, then Western Downs Regional Council reserves the right to implement organisational directives.

4.2 Consultation - Introduction of Changes

4.2.1 Employer's duty to notify

- (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 4.2.1(a) and (b) an alteration shall be deemed not to have significant effect.

4.2.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 4.2.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 4.2.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.3 Workloads Management

- 4.3.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads have.
- 4.3.2 To ensure that any excessive or unreasonable workloads are identified and resolved the following procedure applies:
- (a) In the first instance, a work area team representative should discuss the issue with the immediate supervisor.
 - (b) The team representative and the supervisor should identify the reason for the problem and possible solutions.
 - (c) The outcome of the discussions should be fed back to the team by the team representative and/or supervisor.
 - (d) The outcome and solutions should be recorded on the Workloads Report Form.
 - (e) If the measures implemented do not fix the problem the report should be forwarded to the Facility Manager for further action.
 - (f) The Facility Manager should complete the Report and provide a copy to the Work Area Team Representative advising of the appropriate remedies to the problem.
- 4.3.3 Workloads reports from Work Area Team representatives must be a permanent agenda item at all staff meetings. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of any workload issues should be based on the following criteria including but not limited to:
- (i.) Clinical assessment of residents' needs;
 - (ii.) The demand of the environment such as facility layout;
 - (iii.) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
 - (iv.) The requirements of nurse regulatory legislation;
 - (v.) Reasonable workloads;
 - (vi.) Accreditation standards.
- 4.3.4 If the issue is still unresolved, the employee/s may advance the matter through the grievance process commencing at clause 4.4.

4.4 Grievance and Dispute Settling Procedures

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

- 4.4.1 Any employee or employees with a genuine grievance or complaint regarding any aspect of the employment of such employee/s shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- 4.4.2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to notify the duly authorised Union official.
- 4.4.3 Should the grievance still be unresolved, the matter should then be referred to the Chief Executive Officer and a duly authorised Union official who shall attempt to facilitate a resolution.

- 4.4.4 If after the above steps the matter is still unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission.
- 4.4.5 While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
- 4.4.6 All parties shall give consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations commission with a view to prompt settlement of the matter.
- 4.4.7 The above procedure does not restrict Western Downs Regional Council or an authorised representative or duly authorised official of the Union from making representation to each other.

PART 5 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

5.1 Redundancy

5.1.1 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 11 of the parent Award. Western Downs Regional Council will notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

5.1.2 Superannuation benefits

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) Western Downs Regional Council has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

5.1.3 Employees with less than one year's service

Clause 5.1 does not apply to employees with less than one year's continuous service and the general obligation on Western Downs Regional Council will be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

5.1.4 Incapacity to pay

Western Downs Regional Council in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of Western Downs Regional Council's incapacity to pay.

5.2 Abandonment of Employment

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

- 5.2.2 Before an employee's employment is terminated on the basis of abandonment of employment, Council shall make a reasonable effort to contact the employee.
- 5.2.3 Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence with Council's consent.

PART 6 – WAGES AND WAGE RELATED MATTERS

6.1 Wages

- 6.1.1 The rates of pay for all relevant employees covered by this agreement shall be increased as follows:
- (a) 3.5%, operative from the first pay period after date certification; and
 - (b) 2.3%, operative from the first pay period 12 months after date certification; and
 - (c) 2.3%, operative from the first pay period 24 months after date certification.
- 6.1.2 It is a term of this agreement that no employee will receive a rate of pay which is less than the corresponding minimum rate of pay prescribed by the State wage fixing body for the classification of work performed by that employee.
- 6.1.3 The rates of pay for this agreement are attached in Appendix 2.
- 6.1.4 The parties agree that the wage increase pursuant to this agreement, include annualization of foul linen allowance and toilet allowance.

6.2 Allowances

- 6.2.1 The allowances contained in Appendix 3 shall be increased in line with the wage increases prescribed in clause 6.1.1 (a)(b)(c) unless otherwise prescribed.
- 6.2.2 Unless the allowance is prescribed in Appendix 3, it shall not apply.

6.3 Superannuation

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

6.4 Salary Sacrifice

- 6.4.1 The parties agree to the packaging of salaries where agreed between Western Downs Regional Council and the employee. Western Downs Regional Council may introduce remuneration packaging in respect of salary (including any negotiated salary allowable) and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlement otherwise available under this agreement.

PART 7 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

7.1 Ordinary Hours of Work

- 7.1.1 The ordinary hours of work of an employee may be worked on one of the following basis;
- (a) Continuous Shift Work where the ordinary hours of work of an employee are regularly rotated over all shifts covering a 24 hour per day operation over a 7-day week.

- (b) Shift Work, other than continuous shift work, shall mean where the ordinary hours of an employee are regularly rostered across shifts where at least one shift is outside of the ordinary hours for day work which are 6.00am to 6.00pm.
 - (c) Day Work means where the ordinary hours of work of an employee are performed between the hours of 6.00am and 6.00pm.
- 7.1.2 Notwithstanding clause 7.1.1 (c) where there is mutual agreement between Western Downs Regional Council and all employees in a particular work group, facility or section the span of hours for Day Work may be altered whilst maintaining a 12-hour span of hours.
 - 7.1.3 In the event of clause 7.1.2, Western Downs Regional Council, or their nominated delegate, must provide written notice to the relevant union/s of its intention to negotiate the span of hours with employees of a particular work group, facility or section. This notification will take place regardless of whether or not there are union members present in the work group facility or section.
 - 7.1.4 In relation to clause 7.1.3 Western Downs Regional Council or their nominated delegate will give written advice to the relevant union/s as to the outcome of negotiations.
 - 7.1.5 Except as hereinafter provided, the ordinary hours of work shall be an average of 76 hours in any fortnight. Subject to agreement between Western Downs Regional Council and employee other alternative methods of working the 38-hour week can be implemented. Days off are to be granted on consecutive days where practicable.
 - 7.1.6 An employee's roster may provide for any one of the following combinations of days free from rostered work each fortnight:
 - (a) Two periods comprising two days each; or
 - (b) Three consecutive days and one stand-alone day; or
 - (c) One period of four consecutive days.
 - 7.1.7 Provided there are significant reasons to do so the employees and Western Downs Regional Council may agree to implement the 38-hour week for individual employees, groups or sections of employees concerned on any of the following basis:
 - (a) By rostering employees off on various days of the week during a particular work cycle so that each employee has one work day off during that cycle; or
 - (b) Employees working more or less than eight (8) ordinary hours on one or more days in each work cycle; or
 - (c) By fixing one or more days on which all employees will be off during a particular work cycle.
 - 7.1.8 The ordinary hours of work shall not exceed 8 hours on any day but may be varied by mutual agreement between Western Downs Regional Council and employee up to a maximum of 10 hours on any one day.
 - 7.1.9 Subject to agreement, the starting and finishing times may be altered to accommodate the client's needs where such changes are necessary and beyond Western Downs Regional Councils control.
 - 7.1.10 A roster setting out the employee's days of duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least seven days before the commencement of each fortnight, provided that the days off may be changed by mutual consent at any time.
 - 7.1.11 Where shifts of 10 hours per day are rostered for work, employees working such hours shall not be rostered for work on more than four consecutive ten hour days without a break of at least three days off.

7.1.12 *Ten hour break between duty periods*

- (a) Employees shall be allowed a break of not less than ten (10) hours between the termination of one duty period and the commencement of another duty period, provided that, in lieu thereof, such break shall not be less than eight (8) hours in any of the following circumstances:
 - (i) To permit changes of duty rosters;
 - (ii) In any other case agreed upon by the employee and Western Downs Regional Council.
- (b) Where agreement has been reached between Western Downs Regional Council and the employee to reduce the ten (10) hour break between duty periods to an eight (8) hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of resident care are not reduced nor are the principal priorities associated with care affected.

7.1.13 *Broken shifts*

Shall only be worked when there is mutual agreement between Western Downs Regional Council and the employee. When such a shift is rostered a maximum of 10 hours only shall be worked. In the community one period of the broken shift shall be a minimum of 2 hours. In Aged care both portions of the broken shift shall be a minimum of 2 hours. In both situations only one break between shift portions exclusive of meal times, and shall be worked within a spread of 12 hours. For all broken shifts an allowance of 20% shall be paid on the second portion of the shift. Where broken shift allowances and afternoon or night shift allowances are applicable payment of whichever is the greater shall be paid.

7.1.14 *Recall to work*

- (a) The following provisions shall apply to employees who are not rostered to be on call, but who are recalled to work.
- (b) An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of three hours, provided that time spent travelling to and from the place of duty shall be deemed to be time worked:
 - (i) Provided that where an employee is recalled within three hours of rostered commencement time, and the employee remains at work, only time spent travelling to work shall be included with actual time worked for the purpose of overtime payment.
 - (ii) Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged for three hours if the work for which the employee was recalled and any associated duty is completed within a shorter period.
 - (iii) If an employee is recalled to work, the employee shall be provided with transport to and from their home or shall be refunded the cost of such transport:
 - (iv) Provided that where an employee is recalled to work within three hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to their place of work or shall be refunded the cost of such transport.

7.1.15 *Cancellation of Client Visit*

Where a casual or part-time employee is scheduled to perform duties at a client's residence or at an activity/function away from a client's residence and the client cancels the scheduled attendance when the employee arrives at the location, Western Downs Regional Council will make every reasonable effort to provide alternative work so the scheduled hours can be maintained. If this is not possible, the employee will be paid for their rostered hours for that day.

Where the scheduled attendance is cancelled before the engagement and the employee has not yet commenced the journey to the client's location, no minimum payment will be made to the casual/part-time employee. In such cases the employer will make every reasonable effort to provide alternative work.

7.1.16 *Travelling to Work more than once in a day*

Where an employee has already travelled to and from work on a day and then is required to travel to a client's residence on the same day, the employee will be paid a minimum of one hour per engagement and be paid the vehicle allowance as prescribed in clause 7.8.

7.2 Casual Employees

7.2.1 The parties to this agreement will during the life of the agreement develop strategies to reduce the casualisation of the organisation. The parties will address the effect of long term casuals by wherever possible and practicable moving casual employees to a part time position by agreement between Western Downs Regional Council and employee.

7.2.2 Casual employees are to be paid an additional 23% of the relevant hourly rate set out in Appendix 2.

7.2.3 Casual employees are to receive a minimum payment as for two (2) hours work in respect of each engagement in the community or by agreement one hour and three (3) hours in respect of each engagement in an aged care facility.

7.2.4 Casual employees will be paid pro-rata allowances.

7.2.5 Western Downs Regional Council's preferred employment option is the maintenance of a predominantly permanent full time and part time workforce. Where a casual employee over a 12 month period fulfils the definition of part time employee in clause 7.3 that employee may apply to Western Downs Regional Council to transfer to permanent part time.

7.3 Part-time Employees

7.3.1 Part Time employee means an employee who is permanently appointed and regularly engaged to work 16 or more rostered hours per fortnight but less than 76 hours per fortnight. At the time of engagement, Western Downs Regional Council and the employee will agree in writing on the minimum number of ordinary hours to be worked per fortnight. This should reflect the actual required hours rather than the prescribed minimum of 16 hours per fortnight.

7.3.2 The agreed minimum number of ordinary hours per fortnight may be amended by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

7.3.3 Where there is mutual written agreement between Western Downs Regional Council and the employee, a part-time employee may work less than 16 hours per fortnight. The employee is to be provided with a comparative analysis between part-time and casual wages and conditions prior to agreement

7.3.4 The hourly rate of pay for part-time employees shall be ascertained by dividing the appropriate weekly rate by thirty eight (38).

7.3.5 Part-time employees shall receive a minimum payment of three (3) hours per engagement or by agreement a minimum of one (1) hour.

7.3.6 Part-time employees shall be entitled to pro-rata holiday pay, sick leave, long service leave, allowances and all statutory holidays on which the employee would otherwise have worked. Provided that an employee who is engaged as a casual may not then be engaged as a part-time employee except by mutual consent.

- 7.3.7 Management are to encourage maximisation of hours by any hours made available through emergent or substantial vacancies such as sick leave, annual leave, natural attrition, workers compensation or other such arrangements will be first offered to part time employees where practicable.
- 7.3.8 In the community, all travel time between clients shall be regarded as rostered time for all purposes of this agreement. Travel during the unpaid meal break is not regarded as rostered time.
- 7.3.9 Where a permanent reduction in rostered hours are proposed by management, the average hours per fortnight worked by the part time employee over the preceding 12 months should be identified. The average hours per fortnight should be a consideration during decision making.
- 7.3.10 The parties to this agreement are committed to ensuring that part-time employees in the community have consistency of rostering and are paid for their rostered hours each fortnight.
- (a) To facilitate this outcome, on commencement of this agreement the parties will begin negotiation to implement strategies to ensure this occurs.
 - (b) If within 12 months of the commencement of this agreement any party is not satisfied with the process as outlined in clauses 7.3.10 they may commence negotiation for the development of a clause, which deals with these matters, that shall be inserted into this agreement.
 - (c) Negotiations pursuant to clause 7.3.10 shall be completed within 3 months of their commencement. If agreement cannot be reached, then any party can refer the matter to the grievance procedure.

7.4 Statement of Service

- 7.4.1 Western Downs Regional Council, upon written request from an employee, shall provide a more detailed written statement of service that outlines the following:
- (a) Full name
 - (b) Current address
 - (c) Original start date
 - (d) Position(s) title, Centre and Region name
 - (e) Employment status (i.e. casual, part time, full time)
 - (f) Average numbers of service hours in previous 12 months (in each position)
- 7.4.2 The employee may only request such statement of service once in any 12 month period.

7.5 Weekend Work

- 7.5.1 All time worked by all employees, not being overtime within the meaning of clause 7.9 of the agreement, between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half.
- 7.5.2 All time worked by all employees, not being overtime within the meaning of clause 7.9 of the agreement, between midnight Saturday and midnight Sunday shall be paid for at the rate of time and three quarters.

7.6 Afternoon and Night Shift Allowance

- 7.6.1 All time worked during an afternoon shift as defined in sub-clause 3.2.3 (c) shall be paid an allowance of 12.5%, whichever is the greater, per shift of ordinary hours.
- 7.6.2 Night Shift as defined in clause 3.2.3 (d) shall be paid an allowance of 15%, whichever is the greater, per shift of ordinary hours.
- 7.6.3 In the event that a shift does not have a majority of hours falling in either category as described in clause 3.2.3 (c) or (d) then the shift shall be paid on the basis of when the shift commenced.
- 7.6.4 These extra shift rates shall not apply to shift work performed on Saturday and Sunday where extra

payments apply for weekend work.

7.7 Sleep Over

7.7.1 Where an employee is required to sleep overnight on Western Downs Regional Council's premises or other premises as directed by Western Downs Regional Council an allowance of \$43.97 shall be paid in respect of each such instance in addition to any other payments. All board and lodgings shall be provided free of charge to an employee in respect of each such instance.

7.7.2 A sleepover period is not to exceed 10 hours.

7.7.3 An employee required to sleep over shall be provided with at least four hours work or payment therefore for each instance. Such work shall be performed immediately before or immediately after the sleep over period.

7.7.4 In the event of an employee sleeping over as provided herein being required to perform work during the sleep over period, the employee shall be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where the disturbances are of a short duration, the collective total can be added to form the minimum one hour.

7.7.5 Where such work exceeds one hour, the payment shall be made at the prescribed overtime rate for the duration of the work.

7.7.6 An alternative arrangement which is no less favourable than the combined payment under clauses 7.7.1 to 7.7.5 inclusive may be entered into in writing between Western Downs Regional Council, the employee.

7.7.7 The ten hour break clause shall not have application in respect to an employee performing a sleepover.

7.8 Vehicle Allowance

7.8.1 Where an employee is required to use their own motor vehicle, they shall be paid the motor vehicle allowance in accordance with the provisions of the parent Award.

7.8.2 Where an employee uses their own motor vehicle in the conduct of Western Downs Regional Council's operations, the vehicle shall be maintained in a Roadworthy Condition with a current registration certificate and appropriate comprehensive insurance cover.

7.8.3 Western Downs Regional Council will take all reasonable steps to ensure that where practicable all organisational vehicles available at a work site will be utilised for the delivery of services by all staff with appropriate licensing.

7.9 Overtime

7.9.1 All time worked outside of, or in excess of the rostered or ordinary working hours shall be deemed to be overtime and, except in the case of shift workers and continuous shift workers, shall be paid for at the rate of time and half for the first three hours on any one day and double time thereafter. All overtime worked by shift workers shall be paid for at the rate of double time.

7.9.2 Notwithstanding the above where there is mutual agreement between Western Downs Regional Council and employee casual and part time employees may elect to complete additional hours at ordinary time rates. This clause shall not exclude overtime payments in the event that an employee works more than 8 or 10 hours work in a day, 38 hours per week or 76 hours per fortnight.

7.9.3 If the employee has commenced a shift in accordance with the roster and the hours for that shift period are altered, by the direction of Western Downs Regional Council then overtime would apply. Except as stated in the case of clause 7.9.2 above where by mutual agreement the rostered hours may be changed.

- 7.9.4 Where an employee is called upon to work more than one hour before his/her ordinary commencing or after his/her ordinary ceasing time, he/she shall be supplied with a meal by Western Downs Regional Council or shall be paid in lieu \$13.45 thereof, and shall be allowed one half hour in Western Downs Regional Council's time for such meal.
- 7.9.5 When an employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, he/she shall be entitled an allowance of \$13.45 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.
- 7.9.6 Employees, other than shift workers and continuous shift workers, required to work on the first day off shall be paid at one and a-half times the ordinary rate for the first three hours and double time thereafter with a minimum payment of three hours.
- 7.9.7 Employees, other than shift workers and continuous shift workers, required to work on the second day off shall be paid at the rate of double time with a minimum payment of three hours.
- 7.9.8 Double time shall be paid for all overtime worked on a Sunday or during a meal period.
- 7.9.9 An employee who works so much overtime between the termination of his/her ordinary work on the one day and the commencement of his/her ordinary work on the next day that he/she has not at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his/her employer, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he/she shall be paid double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 7.9.10 The provisions of clause 7.9.9 shall apply in the case of shift workers who rotate from one shift to another as if eight (8) hours were substituted for ten (10) hours when overtime is worked.
- (a) For the purpose of changing shift rosters; or
 - (b) Where a shift worker or continuous shift worker does not report for duty; or
 - (c) Where a shift is worked by arrangement between the employees themselves.
- 7.9.11 Notwithstanding the provisions of clause 7.9, an employee may agree to take paid time off in lieu of overtime provided:
- (a) The agreement must be in writing;
 - (b) The amount of time off must be calculated at the appropriate overtime rate (usually time for time with payment of accumulated time at overtime rate);
 - (c) Accumulated time off must be taken at a mutually agreed time or within 3 months from the date of accrual; and
 - (d) Untaken accrued overtime which has not expired is to be paid out on termination of employment at the appropriate overtime rate.
- 7.9.12 In the sole discretion of Western Downs Regional Council, an employee may be granted paid time off in lieu of overtime notwithstanding that such overtime has not been worked by the employee provided:
- (a) the employee is to earn the time off by working authorised overtime within 4 weeks of the time off being taken; and
 - (b) if the employee has not worked the necessary overtime within such 4 week period then Western Downs Regional Council may deduct the balance owing from the employee's pay.

7.10 Meal Times

- 7.10.1 All employees who are rostered to work more than six (6) hours shall be allowed not less than thirty (30) minutes or more than one(1) hour to be taken between the fourth and sixth hour after commencing work for a meal break, which time shall not be paid for.
- 7.10.2 Notwithstanding clause 7.10.1 above where there is mutual agreement between Western Downs Regional Council and the employee a meal break may be taken between the 3rd and 6th hour. This agreement must be made in writing in advance of the shift being undertaken.
- 7.10.3 All work directed by Western Downs Regional Council to be performed during the ordinary meal break in a nursing home, hostel or aged care facility shall be paid for at the rate of double time, and the rate of double time shall continue to be paid until the meal break is taken and for which meal break no deduction of pay shall be made.
- 7.10.4 Notwithstanding the above clauses 7.10.1, 7.10.2 and 7.10.3, where an employee is working in the community or on an outing with a client and is directed to have their meal break with that client then ordinary time shall be paid for the duration of the meal break:
- (a) where Western Downs Regional Council directs the employee to purchase a meal during the outing with the client, the employee shall be paid an allowance equivalent to the rate in clause 7.9.4
 - (b) for employees providing care in a client's residence, the paid meal break will not form part of the hours of care for the client

7.11 Rest Pauses

- 7.11.1 All employees shall be entitled to a rest pause of ten minutes' duration in Western Downs Regional Council's time during each period of engagement of more than three hours and less than four hours of work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 7.11.2 Notwithstanding clause 7.11.1 hereof, at Western Downs Regional Council's discretion (having regard to the employees' health and welfare, as well as taking into account peak periods of workload) rest periods can be combined to provide for one rest pause of twenty minutes in the first part of the working day.

7.12 Uniform & Laundry Allowance

- 7.12.1 If uniforms are a requirement of the workplace, uniforms of good quality should be provided free of charge to employees who are required to wear uniforms or, in lieu thereof, an allowance of \$377 per annum.
- 7.12.2 Uniforms shall be laundered at the expense of Western Downs Regional Council or a flat allowance of \$6.28 per fortnight for full-time employees or pro-rata shall be paid on each engagement. In the event of it becoming necessary to wear overcoats, such overcoats shall be provided by Western Downs Regional Council free of charge.
- 7.12.3 Part-time and casual employees are entitled to laundry and uniform allowances on a *pro rata* basis of 50 cents per engagement basis to a maximum of 10 engagements per fortnight.

7.13 Board and Lodging

- 7.13.1 Should an employer provide board and lodging the maximum deduction for such board and lodging shall be \$5.00 per week.

7.14 Fares, Travelling and Work Expenses

- 7.14.1 Any employee directed by their employer to work at a city or town other than their usual place of employment shall be allowed first class rail fares including sleeper when necessary. The employee shall also be granted a refund of reasonable and necessary expenses actually incurred.
- 7.14.2 Provided that any employee transferred from one centre to another shall be granted fares and expenses in accordance with this clause whilst travelling to their new centre.
- 7.14.3 Provided where required and approved by Western Downs Regional Council, the employee shall also be granted upon presentation of receipts, a refund of reasonable and necessary expenses actually incurred in direct discharge of their duties.

7.15 Engagement

- 7.15.1 Employees, other than employees appointed by Western Downs Regional Council as casual employees, shall be engaged on a weekly basis terminable by the appropriate number of weeks' notice, in lieu of such notice, payment or forfeiture of pay.

7.16 Excursions

- 7.16.1 Where an employee is required to accompany a client on an excursion where it is outside of their normal working hours and is longer than 24 hours, the following arrangements shall apply:
- (a) Any arrangements is on a voluntary basis;
 - (b) No employee shall be required to participate in an excursion unless by agreement with employee;
 - (c) By mutual agreement between the employee and employer and/or client, a flat rate of
 - (d) \$248.70 per day, which shall be in lieu of all other award and agreement entitlements;
 - (e) All reasonable expenses shall be reimbursed, subject to satisfactory proof either by the client or the employee;
 - (f) Any gazetted public holiday falling on a day in which an employee is on an excursion, the employee shall be given Time Off in Lieu at the appropriate overtime rate.

7.17 Remote Overnight Respite Allowance

- 7.17.1 Where an employee is required to provide respite services for periods longer than 24 hours the following arrangements shall apply:
- (a) Any arrangements is on a voluntary basis;
 - (b) No employees shall be required to participate in an overnight respite unless by agreement with Western Downs Regional Council and employee in writing;
 - (c) By mutual agreement between the employee and employer and/or client, a flat rate of \$248.70 per day, which shall be in lieu of all other award entitlements except clause 6.3 superannuation and clause 7.8 vehicle allowance;
 - (d) All reasonable expenses shall be reimbursed, subject to satisfactory proof either by the client or the employee;
 - (e) Any gazetted public holiday falling on a day in which an employee is on an overnight respite assignment, the employee shall be given Time Off in Lieu at public holiday rates;
 - (f) The length of the respite period may not exceed 10 out of any 14 day period;
 - (g) For clients that are classified as high care by Western Downs Regional Council and require respite Western Downs Regional Council shall make arrangements for two carers to be present
 - (h) Rural and remote areas shall be defined as those places in the community which are more than one hours drive from the Western Downs Regional Council centre coordinating the respite.

7.18 On Call

- 7.18.1 The provisions of clause 7.18 apply to employees who have a written instruction and are rostered to be on call at their private residence, or at any other mutually agreed place.
- 7.18.2 An employee who has a written direction to be on call shall receive an additional amount as follows:
- (a) \$17.09 for each 24 hour period or part thereof when the on call period is between the finish of a shift and the commencement of the next shift within a 24 hour span;
 - (b) \$27.84 for each 24 hour period or part thereof when the oncall period is when the employee is on an accrued, rostered day off duty or public holiday.
- 7.18.3 Payment shall be calculated by reference to that allowance specified in clause 7.18.2 hereof applicable to the calendar day on which the major portion of the oncall period falls.
- 7.18.4 If an employee rostered to be on call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 7.18.2. A minimum payment of two hours at the appropriate overtime rate shall be paid, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work for two hours if the work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.
- 7.18.5 The minimum engagement as stated in clause 7.18.4 above shall not apply to workers in the Community area where one hour minimum shall be payable.
- 7.18.6 An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport:
- (a) Provided that where an employee is required to work within one hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the work place, or shall be refunded the cost of such transport.
- 7.18.7 An employee placed on call is required to be contactable at a number provided by the employee during the hours having been placed oncall. Notwithstanding the above Western Downs Regional Council should make all reasonable attempts to provide electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

7.19 Crib Break

- 7.19.1 Where an employee on duty in a nursing home, hostel or aged care facility is directed to remain on and not allowed to leave the premises an amount of \$6.28 shall be paid.
- 7.19.2 In addition to the allowance in clause 7.19.1 above any time actually worked during such time will attract the appropriate overtime rate as described in sub-clause 7.10.3.
- 7.19.3 Clause 7.19 does not apply to employees undertaking sleep over or work in the community.

7.20 Relieving at a Higher Grade

- 7.20.1 Where any person on any one day relieves at a higher grade, to which a differential rate fixed by this agreement is applicable, such person, if employed for more than four (4) hours on the grade carrying the higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the lowest rate fixed by the agreement in respect of any such grade of work, and if employed for four (4) hours or less on the grade carrying a higher rate, the employee shall be paid at such higher rate for four (4) hours.

7.20.2 Provided that in cases where the minimum rate of pay for the higher grade is the same as the employee's current rate of pay, the employee shall be paid at the second pay point of the higher grade.

7.21 Direct Care Allowance

7.21.1 A \$25.11 per week (pro rata hourly) all purposes Direct Care Allowance will be paid to community and residential Personal Carers, Respite Assistants and Disability Support Workers classified at Level 3 and above who have a Certificate III and above qualification in Aged Care, Community Care or Disability. This includes team leaders and above.

PART 8 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

8.1 Annual Leave

8.1.1 Annual Leave Entitlement

- (a) Every employee (other than a casual employee) covered by this agreement shall, at the end of each year of his/her employment, be entitled to an annual holiday on full pay as follows:
 - (i) Not less than five weeks if employed on continuous shift work where three shifts per day are worked over a period of seven days per week;
 - (ii) Not less than four weeks in any other case.
- (b) Such annual holiday shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and subject to clause 8.1.2 shall be paid for by Western Downs Regional Council in advance:-
 - (i) In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this agreement, at the excess rate; and
 - (ii) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this agreement.
- (c) If the employment of an employee who has become entitled to annual leave is terminated by Western Downs Regional Council or the employee, and the employee has not taken the whole of that leave, the employee is presumed to have taken the leave or, as the case may be, the remainder of the leave on and from the date of the termination of the employment and employer is to forthwith pay to the employee (in addition to all other sums due to the employee) the employee's ordinary pay for the period of leave or, as the case may be, the remainder of the leave and for all public holidays that would occur during that period.
- (d) If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to him/her, an amount equal to one-ninth of his/her pay for the period of his/her employment if he/she is an employee to whom provision (clause a (i)) above applied, and one twelfth of his/her pay for the period of his/her employment if he/she is an employee to whom provision (clause a (ii)) above applies, calculated in accordance with clause (b) hereof.

8.1.2 Payment of Wages when Employee is Proceeding to Annual Leave

- (a) Where an employee is proceeding to annual leave of less than one (1) week duration, a leave notification form must be completed 4 weeks prior to the commencement of their annual leave. The employee shall receive payment of the requested annual leave during the normal pay period that the annual leave relates to.

- (b) Where an employee is proceeding to annual leave of more than one (1) week in duration, a leave notification form must be completed 4 weeks prior to the commencement of the annual leave. The annual leave notification will have a payment request stating whether payment is to occur prior to annual leave or during the normal pay periods.
- (c) Should no notification of annual leave requesting prior payment be received within the time frame stated in clause 8.1.2 (a) then Western Downs Regional Council will pay annual leave in accordance with the normal pay period cycles.

8.1.3 Calculation of Annual Holiday Pay

In respect to Annual Holiday entitlements to which this clause applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift Workers and Continuous Shift Workers - Subject to clause 8.1.3 (c) hereof the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) All employees - Subject to the provisions of clause 8.1.3 (c) hereof, in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the agreement for the period of the annual holiday (excluding shift premiums and weekend penalty rates).
 - (ii) A further amount calculated at the rate of seventeen and one-half per centum of the amounts referred to in provisions (i) of this paragraph.
- (c) The provisions of clause 8.1.3 (b) hereof shall not apply to the following:
 - (i) Any period or periods of annual holidays exceeding -
 - Five weeks in the case of employees employed in a calling where three shifts per day are worked over a period of seven days per week; or
 - Four weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual holiday bonus, loading or other annual holiday payment which is not less favourable to employees.
- (d) One (1) month's notice of the commencement of annual leave shall be given to the employee. Provided that such notice period may be varied by mutual agreement between employer and employee. Where an employee has given advance notice of more than 3 months of an intention to take annual leave in excess of 2 weeks Western Downs Regional Council shall endeavour to comply with that request and grant leave for the requested period.

(e) *Cashing Out of Annual Leave*

Employees may, with the agreement of Western Downs Regional Council, elect to cash out their annual leave entitlements, provided:

- (i) the employee has at least 6 weeks or more leave accrued at the time of application (or the pro-rata equivalent for part-time employees);
- (ii) a request to cash out annual leave must be submitted in writing;
- (iii) a minimum of 1 week's leave is cashed out per election;
- (iv) the maximum amount cashed out per employee in any one year is the amount which would result in a remaining balance of annual leave of not less than four weeks (or the pro-rata equivalent for part-time employees), which leave must be taken at an agreed time in accordance with clause 8.1 'Annual Leave';

- (v) the employee shall receive payment in lieu of annual leave at a rate no less than the employee's ordinary rate of pay plus the relevant leave loading as applicable at the time the application is made;
- (vi) Western Downs Regional Council must not attempt to influence or pressure an employee to elect to cash out a period of annual leave.
Except as herein before provided, it shall not be lawful for Western Downs Regional Council to give or for any employee to receive payment in lieu of annual leave.
- (vii) Employees may take annual leave in single day amounts up to a maximum of five such days in any one calendar year by agreement between the employee and their respective supervisor.

8.1.4 *Qualification for 5 weeks leave*

- (a) **Definition - Continuous Shift Work.** Where work is performed in three shifts per day over 24 hours per day, over seven days per week, it shall be known as continuous shift work. Employee working shifts over a 12 month period in rotation allocated by Western Downs Regional Council covering morning, afternoon and night shifts as part of that continuous shift work roster shall be deemed to be a continuous shift worker.
- (b) **12 months on Continuous Shift Work -** If a continuous shift worker has worked at least twenty rostered shifts on each of the three types of shift (i.e. Morning, afternoon and night shifts as defined in this agreement) during a twelve month period from the anniversary date of their employment and has made themselves available for rostering on all of the three types of shift by Western Downs Regional Council over such period or since such date, such employee shall be entitled to additional 38 hours paid annual holiday for each twelve month period in which an employee has so worked.
- (c) The mere availability for continuous shift work shall not entitle an employee to addition annual leave.
- (d) **Non-Continuous Shift work.** Where an employee has worked on only one or two of such type of shift during the period of 12 months referred to such an employee shall not be regarded as continuous shift worker for the purposes of this clause.
- (e) A worker in terms of the above but has worked as a continuous shift worker for portion of the 12 months prior to taking annual leave or who having worked as a continuous shift worker resigns before the completion of 12 months service, shall be entitled to addition annual leave on a pro rata basis in respect of the period of work performed as a continuous shift worker, on the terms below:

Provided that the following minimum number of each of the three types of shift have been worked:-

- (i) Up to and including three months service, no entitlement;
- (ii) From three months and up to but not including 6 months service - 5 of each shift to worked;
- (iii) From 6 months and up to but not including 9 months service - 10 of each shift to be worked;
- (iv) From 9 months and up to but not including 12 months service - 15 of each shift to worked.

8.1.5 *Part-time employee entitlement after 12 months continuous shift work*

- (a) A part-time employee shall be entitled to additional leave on a pro rata basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the three types of shift which is proportionate to the total number of shifts to be worked by a full-time employ to become entitled to the additional leave.
- (b) For example, an employee employed for 24 hours per week who has worked all three types shift over the twelve months qualifies for additional leave if at least 12 of each type of shift been worked (20

x 24/38).

8.1.6 *Part-time employee entitlement if less than 12 months continuous shift work completed.*

- (a) A part-time employee who is deemed to be a continuous shift worker for less than 12 month in terms of sub-clause 8.1.5 (b) above shall accrue additional annual leave on a pro rata basis provided that pro rata of the minimum of each shift as prescribed in clause 8.1.5 (b) has been worked.
- (b) For example, an employee employed for 24 hours per week who resigns after seven months service qualifies for additional leave if at least 6 of each type of shift has been worked (10 x 24/38).

8.1.7 *Sick Leave Whilst on Annual Leave.*

- (a) With respect to an employee who is eligible for sick leave and who produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of at least 5 continuous paid leave days while on annual leave, Western Downs Regional Council shall re-credit such employee with an equivalent period of annual leave provided that no such re-crediting shall be granted to an employee immediately prior to, resignation or termination of services.

8.1.8 *Taking Annual Leave*

- (a) Annual leave should be taken as soon as possible after it accrues and it should not be accumulated for more than two years. The taking of annual leave should be by agreement with Western Downs Regional Council and the employee.
- (b) Where the leave balance is excessive, Western Downs Regional Council and employee should meet with the aim of developing a leave plan for the next 6 to 12 months. The discussion should also consider previous leave requests and whether the requests have been approved or rejected.
- (c) In the event that a leave plan cannot be agreed on, the grievance procedure in clause 4.4 should be followed prior to Western Downs Regional Council making arrangement for the taking of leave under section 12 of the *Queensland Industrial Relations Act 1999*.

8.2 Statutory Holidays

8.2.1 All work done by any employees on Good Friday, Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday), Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after Good Friday), Easter Monday, the birthday of the Sovereign, and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday shall be paid for at the rate of double time and a-half.

8.2.2 Moreover, all work done by an employee in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to annual agricultural, horticultural or industrial show held at the principle city or town, as specified in such notification of such district, shall be paid for at the rate of double time and a-half.

8.2.3 Any overtime as defined by the agreement on any of the aforesaid holidays shall be paid for at double the rate prescribed by the agreement if such time were worked on an ordinary working day.

8.2.4 Employees required to work on any of the aforesaid holidays shall be paid for a minimum of four hours worked at double time and a-half.

8.2.5 Any and every employee, who having been dismissed or stood down by his/her employer during the month of December in any year, and who is re-employed by Western Downs Regional Council at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of two weeks or longer immediately prior to being dismissed or stood down, shall be paid by his/her employer (at the ordinary rate payable to that

employee when so dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of his/her dismissal or standing down to and including the date of his/her re-employment as aforesaid.

- 8.2.6 Substitution. All indigenous Australian employees shall, in substitution for a public holiday specified within this Clause, be entitled to the National Aboriginal Day of Celebration as a Public Holiday without loss of pay on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu accrual.
- 8.2.7 Holidays In Lieu. Should any of the holidays mentioned in clause 8.2 hereof fall on an employee's accrued day off, such employee shall receive another day off as the case may be in lieu thereof, or one day shall be added to the employee's annual leave or alternatively, one or two days wages, at ordinary rates shall be paid in addition to the weekly wage.
- 8.2.8 Casual employees required to work on statutory holidays shall be paid in accordance with clause 8.2.1 and casual loading will apply to the ordinary hours only.
- 8.2.9 A part-time employee who would, as part of their usual roster, have been rostered to work on a day of the week on which statutory holidays fall, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.
- 8.2.10 A part time employee who would, as part of their usual roster, not have been rostered to work on a day of the week on which statutory holiday falls, shall not be entitled to any payment under this clause except where clause 8.2.11 applies.
- 8.2.11 Full time employees who do not work on Monday to Friday each week should be assured of the benefit of prescribed holidays. They should not forfeit that benefit because of a prescribed holiday falls on a non-working day. Where a full time employee is regularly rostered in such a way that days of the week are substituted for Saturday and Sunday, the employee shall be accorded the holiday on pay when a holiday is gazetted on a substituted day. A part time employee who is regularly rostered in the same manner as a full time employee under this clause will also be accorded the holiday on pay as provided by this clause

8.3 Sick Leave

- 8.3.1 Every employee (other than a casual employee) shall become entitled to 76 hours sick leave for each completed year of the employee's employment with an employer.
- 8.3.2 Provided that part-time employees shall be entitled to paid sick leave within each year of employment in the same proportion as their completed ordinary worked hours bear to full-time hours.
- 8.3.3 Moreover, as respects any completed period of employment of less than one year with an employer, an employee shall become entitled to one day sick leave for each six weeks of such period.
- 8.3.4 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of Western Downs Regional Council at any time (e.g. duly completed statutory declaration), shall, subject as herein provided, be entitled to payment in full for all time the employee is so absent from work.
- 8.3.5 Provided that it shall not be necessary for an employee to produce such a doctor's certificate if an employee's absence from work on account of illness does not exceed two days.
- 8.3.6 Sick leave shall be cumulative, but unless Western Downs Regional Council and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than thirteen weeks absence from work through illness in any one year.

- 8.3.7 The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:
- (a) Absence from work on leave granted by Western Downs Regional Council;
 - (b) The employee having been dismissed or stood down by Western Downs Regional Council, or the employee having himself/herself terminated the employee's employment with Western Downs Regional Council, for any period not exceeding three months: Provided that employee shall have been re-employed by Western Downs Regional Council.
- 8.3.8 The period during which the employment of the employee with employer shall have been interrupted or determined in any of the circumstances mentioned in provision above hereof shall not be taken into account in calculating the period of employment of the employee with Western Downs Regional Council.
- 8.3.9 Where a part-time employee has accumulated an entitlement to sick leave, payment for sick leave shall be based upon the number of hours that the employee would otherwise have worked on that day or days when such leave is taken.
- 8.3.10 *Procedure for Monitoring Sick Leave Usage*
- (a) The parties recognise that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the employee and family against hardship should he/she be unable to continue in the employee's normal occupation when injured or ill.
 - (b) This procedure is designed to equitably scrutinise Sick Leave usage by employees and to identify employees who have a proven pattern of recurring absences, and to implement a system of counselling.
 - (c) At the end of each three monthly period the Organisation will review attendance of employee's records who have been absent from work for more than three days on sick leave.
 - (d) The Organisation will then have the matter examined in the following manner:
 - (i) Check the pattern of leave;
 - (ii) Check the past history of absences to see if this pattern is unusual for the employee
 - (iii) The results of the above checks should be recorded for future information;
 - (iv) If the results of the two consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken subject to notification.
 - (e) Formally notify the employee of a forthcoming interview between Western Downs Regional Council, in the presence of his/her Care Manager and notify the employee he/she may have an Industrial Organisation representative present if that employee so requests. The employee shall be afforded full opportunity to explain the absences and to examine the evidence against the employee. If no satisfactory reason is given for the absences, then a letter is to be sent to the employee, stating the employee will be required, in order to be entitled to payment for any time he/she is absent from work in future, to produce a medical certificate. The employee will be entitled to have his/her explanation placed on his/her personal file.
 - (f) If a similar pattern is observed in the next period, the employee is again interviewed, as in clause 8.3.6 above, and if the interview results give unsatisfactory reasons again, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next six months.
 - (g) If the above action still results in further unsatisfactory attendance at work, then the employee may face termination of employment.
 - (h) The above procedure does not limit the Organisation's right to dismiss or discipline an employee with a proven pattern of recurring absences or sick leave, nor does it omit the employee's union's right to

seek redress through the QIRC for any employee so disciplined or dismissed.

- (i) The parties recognise that the above procedure must be implemented on a fair and equitable basis having regard to the need to promote co-operation and industrial harmony in the workplace.

8.4 Parental Leave

8..1 Parental leave is provided for in Part 3 Division 8 of the *Industrial Relations Act 2016*, subject to the following.

8..2 Maternity Leave

- (a) Provide up to 52 weeks Maternity leave with the first six (6) weeks paid at the employee's base rate of pay as per Appendix 2 as long as leave does not extend beyond the child's first birthday; and
- (b) Provide the employee with the same position which that employee held prior to taking leave or a job of similar status and pay to that previous position when the employee returns from leave.
- (c) Employees wishing to take Maternity Leave will:
 - i. Provide their manager with a letter at least 10 weeks before the date of confinement, confirming the expected date of confinement. An appropriate Doctor's certificate is to be included;
 - ii. Provide their manager with a letter at least four (4) weeks before taking leave confirming the expected date commencing Maternity Leave;
 - iii. Provide their manager with a letter advising of their intention to return to work at least four (4) weeks before the end of their Maternity Leave.

8..3 Paternity Leave

- (a) For an employee taking Paternity Leave, Western Downs Regional Council or will:
 - (i) Provide six (6) weeks paid Paternity Leave at the employee's base rate of pay as per Appendix 2 at the time of confinement;
 - (ii) Allow a further 46 weeks unpaid extended Paternity Leave, subject to the approval of the employee's manager provided that such approval will not be unreasonably withheld; and
 - (iii) Provide the employee with the same position that employee held prior to taking leave or a job of similar status and pay to that previous position when the employee returns from leave.
- (b) Employees wishing to take Paternity Leave will:
 - (i) Provide their manager with a letter at least 10 weeks before, notifying the expected date of confinement and the dates they propose to start and finish their six (6) weeks paid leave. An appropriate Doctor's Certificate should be included; and
 - (ii) Provide their manager with a letter advising of their intention to return to work at least four (4) weeks before the end of their extended Paternity Leave, if approved.

8..4 Adoption Leave

- (a) Adoption Leave is applicable to adopted children less than five years of age. For an employee taking Adoption Leave, Western Downs Regional Council or will:
 - (i) Allow an initial period of six (6) weeks paid short Adoption Leave at the employee's base rate of pay as per Appendix 2, at the time the child is placed in the employee's care, as long as the employee

is the primary care giver;

- (ii) Allow the employee a further period of up to 46 weeks unpaid Adoption leave from the time that employee starts taking care of the child, as long as the employee is the primary care giver; and
- (iii) Provide the employee with the same position that employee held prior to taking leave or a job of similar status and pay to that previous position when the employee returns from leave.

(b) Employees wishing to take Adoption Leave will:

- (i) Provide their manager with a letter from an Adoption agency or other appropriate authority advising of the expected date of placement of the child in their custody;
- (ii) Provide their manager with a letter at least 10 weeks before, or as soon as practicable, confirming the date they will be starting their leave; and
- (iii) Provide their manager with a letter advising of their intention to return to work at least four (4) weeks before the end of their Adoption Leave.

8.5 Long Service Leave

8.5.1 Entitlement

Employees covered by this Agreement shall be entitled to long service leave after 10 years continuous service. The accrual of this entitlement is as follows:

- (a) For all continuous service after 1 January 2009 at the rate of 1.2 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
- (b) For all continuous service after 4 November 1996 leave at the rate of 1 week on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) For service prior to 4 November 1996, the long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990 (Qld)* as at the 4 November 1996 except that an employee shall be entitled to take such leave after 10 years. The accrual for long service leave prior to 4 November 1996 shall be at the rate of 13 weeks leave for 15 years continuous service.

8.5.2 Conditions

The following provisions shall apply in respect to long service leave:

- (d) An application for leave shall be made in writing to the Manager.
- (e) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement Western Downs Regional Council may require an employee to take a period of long service leave by giving not less than three months' notice of the request to take long service leave.
- (f) Long service leave shall not be taken in period of less than four (4) weeks, other than:
 - (i) by agreement between the employee and the Manager granting the leave; or
 - (ii) if the employee becomes ill and is granted sick leave; or
 - (iii) if the employee is recalled to work

8.5.3 Pro-Rata Long Service Leave

Employees are entitled to pro-rata long service leave upon the termination of employment other than for serious misconduct:

- (a) after 5 years continuous service, where service has been terminated -
 - (i) by the employee's death, or;

- (ii) by the employee for a cause of illness, or;
- (iii) by Western Downs Regional Council for a cause of incapacity,

Where an employee dies, the amount which would have been payable to that employee had that employee retired or been dismissed on the date on which the employee actually died shall be paid to the employee's estate.

(b) after 7 years continuous service where service has been terminated -

- (i) by the employee or;
- (ii) by Western Downs Regional Council for a cause other than serious misconduct,

8.5.4 *Payment in lieu of long service leave not taken*

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (a) the entitlement; and
- (b) the rate of ordinary salary which the person was receiving at the date of ceasing to be an employee.

8.5.5 *Casual Employees*

Casual employee shall have an entitlement to Long Service Leave in accordance with this clause if there is no break between casual engagements of more than three (3) months.

8.5.6 *Part-time Employees - Long Service Leave*

A part-time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full-time and part-time employment.

8.5.7 *Long Service Leave Half Pay*

Where it is mutually agreed between the employee and Western Downs Regional Council employees can elect to take long service leave which will be payable at the half the employee's current rate of pay.

8.5.8 *In Compliance*

All other provisions of the Long Service Provision contained in the *Industrial Relations Act 1999 (Qld)* shall have application.

8.5.9 *Cashing out of Long Service Leave*

An employee may make a written request to the CEO or relevant delegate, to request cashing out of a portion of their accrued pro-rata long service leave entitlements (ie a minimum of seven (7) years LSL accruals = 9.1 weeks) where there is a genuine case of hardship or distress. The minimum period of LSL that can be paid out is one (1) week.

8.6 Domestic and Family Violence Leave

8.6.1 Council is committed to supporting victims of domestic and family violence to continue to participate in the workplace and maintain their employment by providing a range of support. It is recognised that some employees may sometimes experience a situation of violence in their personal life that may affect their attendance, needs or performance at work.

8.6.2 Employees (other than casual employees) who experience and are victims of domestic violence are

entitled to up to ten (10) days paid Domestic and Family Violence Leave each year, in accordance with the full principles of Part 3 Division 7 of the *Industrial Relations Act 2016*.

- 8.6.3 A long term casual employee who experiences and is a victim of domestic violence is entitled to ten (10) unpaid days each year.
- 8.6.4 A short term casual employee who experiences and is a victim of domestic violence is entitled to two (2) unpaid days each year.
- 8.6.5 This leave is separate to other leave accruals and employees are also able to access other leave types for periods related to Domestic or Family Violence.
- 8.6.6 It is acknowledged that employees facing domestic or family violence situations may not be in a position to supply supporting documentation. In principle requests for leave associated with these situations will not be unreasonably refused and they will be handled in a sensitive, confidential, supportive and non-judgemental manner.
- 8.6.7 Council will not discriminate or take any adverse action against an employee if attendance or work performance is impacted as a result of being a victim of family or domestic violence. In return it is expected that employees affected will seek assistance and advise their supervisor of the general progress of that assistance as appropriate.

8.7 Natural Disasters

- 8.7.1 Employees who are unable to present at work due to a declared natural event in Australia (including flood and bush fire) Council shall grant the employee a maximum of one (1) day paid special leave for the shift they would otherwise have worked on that day. This entitlement will apply once per calendar year and is not cumulative from year to year.
- 8.7.2 Upon receipt of submissions, the Chief Executive Officer may consider further assistance on a case by case basis.

8.8 Bereavement Leave

- 8.8.1 Employees may be granted bereavement leave on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below:
- 8.8.2 Employees are entitled to ten (10) working days leave for immediate family members or household members. Additional time away from the workplace will be at the discretion of the Chief Executive Officer.

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

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

- 8.8.3 Employees are entitled to four (4) working days leave for grandfather, grandmother, grandfather-in-law, grandmother-in-law, daughter-in-law, half-sister, half-brother, first aunt, first uncle.
- 8.8.4 This shall be subject to the production of satisfactory evidence of death to Council or the completion of a statutory declaration under the provisions of the Oaths Act if required.

- 8.8.5 Employees may also be granted a maximum of four (4) ordinary hours' time off in other special circumstances to attend a funeral service without loss of payment with prior approval from the employee's immediate supervisor.

PART 9 – TRAINING AND RELATED MATTERS

9.1 Trainees

- 9.1.1 Existing workers shall not be replaced or have their hours reduced by trainees.
- 9.1.2 Payments for trainees shall be based on the provisions of the *Training Wage Award - State – Skill Level C*. The *Training Wage Award – State* shall form the basis of wage calculations in respect of annual leave, overtime, sick leave and holidays and shall apply on a pro rata basis.
- 9.1.3 Future wage increases associated with the Award and the *Training Wage Award – State* shall be deemed to have effect on this agreement.
- 9.1.4 Those trainees who successfully complete the Approved Training Scheme shall receive the appropriate rate of pay under the agreement or remain on the pay level prescribed above whichever is the higher until a subsequent increment becomes due.
- 9.1.5 Existing workers shall be entitled to participate in the Traineeship arrangements provided by this agreement. Where an existing employee converts to a Traineeship under this agreement, such employee shall not be disadvantaged in relation to wages and conditions when compared to their level under this agreement.
- 9.1.6 On completion of the Traineeship, those existing workers who participated in the Traineeship arrangement shall, as a minimum, retain their previous employment status and conditions.
- 9.1.7 Notwithstanding, an existing employee will advance to an employment level commensurate with their AQF qualification only when a vacancy occurs to a position assigned to that level.

9.2 Trade Union Training

- 9.2.1 Upon written application by an employee to Western Downs Regional Council, such application being endorsed by the Union and giving to Western Downs Regional Council at least one (1) months' notice, such employee shall be granted up to five (5) working days' leave (non-cumulative) on ordinary pay each calendar year to attend union seminars conducted by the AWU or United Voice Union or any organisation approved by the parties.
- 9.2.2 For the purposes of these provisions ordinary pay shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares, shift work or weekend penalties.
- 9.2.3 The granting of such leave shall be subject to the following conditions:
- (a) An employee must have at least twelve months' service with Western Downs Regional Council prior to such leave being granted.
 - (b) The maximum number of employees of one and the same employer attending a Union course or seminar at the same time shall be as follows:
 - (i) Where Western Downs Regional Council employs between one and fifty employees – one;
 - (ii) Where Western Downs Regional Council employs between fifty and one hundred – two;
 - (iii) Where Western Downs Regional Council employs over one hundred employees – four.
- 9.2.4 The granting of such leave shall be subject to the convenience of Western Downs Regional Council and so that the operations of Western Downs Regional Council will not be unduly affected.

- 9.2.5 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within Western Downs Regional Council's operations.
- 9.2.6 In granting such paid leave, Western Downs Regional Council is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 9.2.7 Leave granted to attend Union courses will not incur additional payment if such course coincided with the employee's day off or with any concessional leave.
- 9.2.8 Such paid leave will not affect other leave granted to employees under the relevant awards.
- 9.2.9 Western Downs Regional Council where practicable will ensure that each workplace / facility has adequate resources to enable employees to undertake training programs in accordance with the clause whilst minimising the impact on workloads and the quality of care to clients.

PART 10 – OCCUPATIONAL HEALTH AND SAFETY MATTERS

10.1 Immunisation

- 10.1.1 During the life of this agreement, the parties agree to conduct a risk assessment on immunisation to identify "at risk positions" as indicated in the Western Downs Regional Council policy on vaccination and which diseases/infections should be covered by the Western Downs Regional Council policy.

10.2 Environmental Matters

- 10.2.1 The parties to this agreement will seek during the life of this agreement to develop mechanisms for the monitoring of consumption and waste production with a view to reducing both.

PART 11 – AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

11.1 Union Encouragement Clause

- 11.1.1 Western Downs Regional Council recognises the positive role played by the unions in the negotiation of the Certified Agreement.
- 11.1.2 Western Downs Regional Council recognises the union's legitimate role to represent the employee.
- 11.1.3 On commencement of employment Western Downs Regional Council will make the new employee aware of their:
- (a) Relevant union
 - (b) Certified Agreement Classification and
 - (c) Where a copy of the CA is located for viewing
- 11.1.4 The parties agree that should either union need to access a workplace not listed in the attached list of workplaces that the union organiser will contact the Council's Chief Human Resource Manager in the respective Western Downs Regional Council region to advise of the time date and address of the visit.

11.2 Stability

- 11.2.1 In return for the benefits obtained under this agreement, the parties undertake to take all practicable steps to ensure that during the term of the agreement there are no interruptions by industrial action except in accordance with the provision of the or any successor to that Act.
- 11.2.2 Western Downs Regional Council will in turn ensure the observance of good industrial relations practices and bargaining in good faith.

11.3 No Extra Claims

- 11.3.1 There shall be absorption of any minimum rates adjustment and any other living wage case adjustment available during the life of this agreement.
- 11.3.2 Notwithstanding the above Western Downs Regional Council shall ensure that employees under this agreement shall not fall below the wage determinations by the Queensland Industrial Relations Commission or its successor body.
- 11.3.3 The parties undertake during the life of this agreement there shall be no further wage increases sought or granted except as provided under the terms of this agreement.

11.4 Renewal of Agreement

The parties agree that discussions shall commence in relation to a new agreement to replace this agreement no later than six (6) months prior to the nominal expiry date of this agreement.

12.0 SIGNATORIES

Signed for Western Downs Regional Council

In the presence of:

(signature)

(witness to sign)

Ross Musgrove

(print name)

Emma McGovern

(print name)

Chief Executive Officer

(position, title, office etc)

Signed for Australian Workers Union
of Employees, Queensland

In the presence of:

(signature)

(witness to sign)

Stephen Baker

(print name)

Jeehan Habib

(print name)

Queensland Secretary

(position, title, office etc)

Signed for United Voice, Industrial
Union of Employees, Queensland

In the presence of:

(signature)

(witness to sign)

Gary Bullock

(print name)

Melanie Little

(print name)

State Secretary

(position, title, office etc)

APPENDIX 1

CLASSIFICATION STRUCTURE

1. Classification Structure

The terms outlined below in conjunction with the Classification Structure shall apply to all employees employed pursuant to this agreement.

The following classification structure shall have application to employees who are in a position with a Western Downs Regional Council or work site where the constitutional coverage is by the Australian Workers Union or the United Voice Union.

2. Progression: Level 1 and 2

2.1 Movement within classification levels. Progression between paypoints within a level will occur by:

- (a) Full-time employees shall progress between paypoints within a level when they have been employed at a particular rate of pay within a level for a period of 1976 hours;
- (b) Part-time employees must complete:
 - (i) 800 hours of services; and
 - (ii) 12 months service.

from the commencement of their employment or from the date of their previous increment before being eligible for their next increment.

2.2 Employees in Level 1 will progress to Level 2 in the same way that employee's progress within levels as set out in clause 2.1 of this Appendix.

3. Skills Based Assessment

3.1 Notwithstanding that outlined in clause 2, no employee shall be entitled to receive annual salary payment/wage movement by virtue of this agreement if the employee's performance has been deemed not satisfactory.

3.2 For those employees who are deemed unsatisfactory in clause 3.1 they will undergo a counselling process. If and when the employee's performance becomes satisfactory they will proceed to the next paypoint.

LEVEL 1

An employee at level one performs routine duties of a manual nature, exercising minimal judgement and performs simple, repetitive tasks. Work will be directly supervised but the employee may have discretion within procedures regarding the method of completing the task/duty.

An employee at this level may be receiving on or off the job training or may have received appropriate training.

Indicative tasks/skills of this level may include but not limited to:

- (i) cleaning, tidying and general assistant of kitchen food preparation, customer service areas, including the cleaning of equipment, crockery and general utensils;
- (ii) general grounds duties;
- (iii) assembly and preparation of ingredients for cooking;

- (iv) handling, storing and distributing goods, including pantry items and linen;
- (v) setting and/or wiping Downs tables, removing food plates, emptying ashtrays and picking up glasses;
- (vi) assisting employees who are cooking;
- (vii) general cleaning duties;
- (viii) providing general assistance to employees of a higher grade but not including cooking and by performing simple/repetitive tasks to clients;
- (ix) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
- (x) the collection and/or delivery of guests personal dry-cleaning and laundry, linen and associated materials to and from accommodation areas;
- (xi) Works under continuous supervision while assisting clients with participation in programs.
- (xii) "Persons not otherwise provided for" shall mean any employee for which no specific classification exists in this Agreement and who has had more than three months service with Western Downs Regional Council.

LEVEL 2

An employee at this level may work independently under limited supervision and may be responsible for the supervision of other employees at lower levels. Tasks performed may require some theoretical knowledge and motor skills and work base communication skills. An employee at this level performs above and beyond the skills of Level 1.

Indicative tasks/skills of this level in addition to Level 1 may include but not limited to:

- (i) receiving, storing and distributing goods;
- (ii) servicing accommodation areas and cleaning thereof;
- (iii) tray service to clients/patients rooms;
- (iv) general receipting of money;
- (v) basic keyboard skills;
- (vi) operate mobile lifting equipment and performing general maintenance on such equipment;
- (vii) security duties;
- (viii) driving a passenger vehicle or courtesy bus;
- (ix) performing activities with clients;
- (x) providing butler service, basic food and beverage services with personalised guest services;
- (xi) assisting in dry-cleaning process;
- (xiii) cleaning duties using specialised equipment and chemicals;
- (xiv) works under limited supervision while assisting clients with participation in programs;
- (xiv) "Handyperson" shall mean a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about Western Downs Regional Council's and/or clients premises and other general duties such as pool, garden etc.;
- (xv) grounds duties using specialised equipment and fertilisers;
- (xvi) preparing and/or cooking a limited range of basic food items such as breakfasts, grill snacks, preparing salads, and preparing meals in a community setting;
- (xvii) "personal carer" shall mean one who is not a nurse who undertakes a range of duties that assists in the care of a client or resident.
- (xviii) Conduct general activity programs for groups and individuals under the direction of a Diversional Therapist.
- (xix) Assist with diversional therapy programs and activities.

LEVEL 3

A position at this level is undertaking training or has the required skills equivalent to a Level 3 certificate in the field to enable the duties of the position to be carried out.

An employee at this level may work independently but under limited supervision and perform tasks which require applied theoretical knowledge, and motor skills and functional work base verbal and written communication skills. The employee could be responsible for the completion of the whole task within the prescribed standards.

Indicative tasks/skills of this level may include but not limited to:

- (i) undertaking general cooking duties, including a la carte cooking, baking, pastry cooking;
- (ii) undertaking general waiting duties of both food and/or beverages, including cleaning of kitchen equipment;
- (iii) receiving, storing and distributing goods;
- (iv) assisting in the training, co-ordination and supervision of employees of lower grades and/or volunteers;
- (v) major repair in linen and/or clothing including basic tailoring and major alterations and refitting;
- (vi) dry-cleaning;
- (vii) "Handyperson" shall mean a person who is not a tradesperson and whose duties include the performance of repair work which requires some prior experience and be trade related, although trade qualifications are not required at this level;
- (viii) providing butler services; basic food and beverage services with personalised client/patient services;
- (ix) has a knowledge of health and safety in relation to tasks performed.
- (x) personal carer shall mean a person who is not a nurse who is multi-skilled and undertakes a range of duties that assist in the care of a client or resident where the position requires a Level 3 certificate.
- (xi) assist in planning general diversional therapy program for groups and individuals
- (xii) execute part of the diversional therapy program and complete documentation to meet workplace requirements.

LEVEL 4

A position at this level requires skills and formal qualifications equivalent to a trade certificate in the field to enable the duties of the position to be carried out. An employee at Level 4 would undertake duties of a higher level than Level 3 and be responsible for the supervision of lower level staff.

Level 4 shall mean an employee who is primarily engaged in one or more of the following:

- (i) solely responsible for other cooks and other kitchen employees in a single kitchen establishment where no other trade qualified cooks are employed;
- (ii) supervising, training and coordinating food and beverage staff including maintenance of service and operational standards, preparation of operational reports and staff rostering;
- (iii) general or specialised cooking duties including the training and supervision of other cooks and kitchen staff and relieving other employees on their rostered days off when on annual or other leave;
- (iv) supervising, training and coordinating the work of employees engaged in the housekeeping area and/or volunteers.
- (v) team leader or supervisor
- (vi) Plan and conduct general diversional therapy program/s in specific area such dementia, music etc.

LEVEL 5

An employee appointed as such who has gained the skills or qualifications equivalent to a Level 4 certificate and is able to exercise the skills and knowledge of that study.

Employee required to supervise others.

Level 5 shall mean an employee who is primarily engaged in one or more of the following:

- (i) who is accountable for the work area output;
- (ii) works from complex instructions and procedures;
- (iii) understands and applies quality control techniques to the point of being accountable and responsible for output and/or work area;
- (iv) plans training and assists in the provision of training and support;
- (v) chief cook;
- (vi) exercises high levels of communication and analytical skills.
- (vii) Coordinator of a service
- (viii) Diversional therapist with a Diploma or degree.

LEVEL 6

An employee who works beyond an employee at Level 5 and is accountable and responsible for workplace output and understands Western Downs Regional Council's entire operation.

Level 6 shall mean an employee who is primarily engaged in one or more of the following:

- (i) oversee development and review program area;
- (ii) plan, develop and implement workplace documentation;
- (iii) identify and cater for complex needs of clients, volunteers and other employees;
- (iv) plan, develop and co-ordinate program area.

APPENDIX 2 - Wage Schedule

Classification	Current Hourly Rate	Current Weekly Rate	Current Casual Rate	First Full Pay Period after date of certification - 3.5% increase			First Full Pay Period 12 months after date of certification - 2.3% increase			First Full Pay Period 24 months after date of certification - 2.3% increase		
				Hourly Rate	Weekly Rate	Casual Rate	Hourly Rate	Weekly Rate	Casual Rate	Hourly Rate	Weekly Rate	Casual Rate
LEVEL ONE												
Paypoint 1	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
Paypoint 2	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
LEVEL TWO												
Paypoint 1	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
Paypoint 2	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
Paypoint 3	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
LEVEL THREE												
Paypoint 1	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
Paypoint 2	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
Paypoint 3	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
LEVEL FOUR												
Paypoint 1	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
Paypoint 2	23.37	888.06	28.75	24.19	919.14	29.75	24.74	940.28	30.44	25.31	961.91	31.14
Paypoint 3	23.86	906.68	29.35	24.70	938.41	30.37	25.26	960.00	31.07	25.84	982.08	31.79
LEVEL FIVE												
Paypoint 1	23.86	906.68	29.35	24.70	938.41	30.37	25.26	960.00	31.07	25.84	982.08	31.79
Paypoint 2	24.34	924.92	29.94	25.19	957.29	30.99	25.77	979.31	31.70	26.36	1001.83	32.43
Paypoint 3	24.84	943.92	30.55	25.71	976.96	31.62	26.30	999.43	32.35	26.91	1022.41	33.09
LEVEL SIX												
Paypoint 1	24.84	943.92	30.55	25.71	976.96	31.62	26.30	999.43	32.35	26.91	1022.41	33.09
Paypoint 2	25.33	962.54	31.16	26.22	996.23	32.25	26.82	1019.14	32.99	27.44	1042.58	33.75
Paypoint 3	25.82	981.16	31.76	26.72	1015.50	32.87	27.34	1038.86	33.63	27.97	1062.75	34.40

APPENDIX 3 - Allowance Schedule

Allowance Description	Clause	Frequency	Current	First Full Pay Period after date of certification - 3.5% increase	First Full Pay Period 12 months after date of certification - 2.3% increase	First Full Pay Period 24 months after date of certification - 2.3% increase
Uniform & Laundry Allowance	7.12.1	Per Fortnight	14.50	15.01	15.35	15.71
	7.12.2	Per Fortnight	6.28	6.50	6.65	6.80
	7.12.3	Per Fortnight	0.50	0.52	0.53	0.54
Vehicle Allowance	Division 1 - Clause 13.2 (b)(i)	Per Kilometre	0.80	0.83	0.85	0.87
Board & Lodging	7.13.1	Per Week	5.00	5.18	5.29	5.42
Excursions	7.16.1(d)	24 Hour Period	248.70	257.40	263.32	269.38
Remote Overnight Respite Allowance	7.17.1 (c)	24 Hour Period	248.70	257.40	263.32	269.38
Sleep Over	7.7.1	Overnight	43.97	45.51	46.56	47.63
Meal	7.9.4	Per Meal	13.45	13.92	14.24	14.57
On Call	7.18.2 (a)	24 Hour Period	17.09	17.69	18.09	18.51
	7.18.2 (b)	24 Hour Period	27.84	28.81	29.48	30.16
Direct Care Allowance	7.21.1	Per Week	25.11	25.99	26.59	27.20
Crib Break	7.19.1	Per Meal	6.28	6.50	6.65	6.80