

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Hinchinbrook Shire Council**

AND

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

**Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**

**The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees**

**The Australian Workers' Union of Employees, Queensland**

**Queensland Services, Industrial Union of Employees**

*(Matter No. CB/2021/44)*

**HINCHINBROOK SHIRE COUNCIL LOCAL GOVERNMENT OFFICERS  
(STREAM A) CERTIFIED AGREEMENT 2021**

**Certificate of Approval**

On 1 October 2021, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:**      **HINCHINBROOK SHIRE COUNCIL LOCAL GOVERNMENT OFFICERS (STREAM A) CERTIFIED AGREEMENT 2021**

**Parties to the Agreement:**

- Hinchinbrook Shire Council;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- The Australian Workers' Union of Employees, Queensland

**Operative Date:**      1 October 2021

**Nominal Expiry Date:**      1 October 2023

**Previous Agreement:**        **Hinchinbrook Shire Council Certified Agreement 2017**

**Termination Date of  
Previous Agreement:**        1 October 2021

By the Commission

D.L. O'CONNOR  
Vice President  
1 October 2021



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## **PART ONE PRELIMINARY**

### **1.1. TITLE**

This Agreement shall be known as Hinchinbrook Shire Council Local Government Officers (Stream A) Certified Agreement 2021, herein after referred to as the "Agreement".

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

This Agreement will formally operate for a period of two years commencing from the date of certification by the Queensland Industrial Relations Commission.

This agreement will continue to operate until it is terminated or replaced subject to the provisions of the Industrial Relations Act 2016.

### **1.3. RELATIONSHIP OF AGREEMENT TO PARENT AWARDS**

This agreement shall be read and applied in conjunction with the terms of the parent awards listed below as they stood at the certification date of this Agreement. Provided that where there is any inconsistency between the terms of this Agreement and the terms of the parent awards listed below, as they stood at the date of certification of this agreement, the terms of this Agreement shall take precedence to the extent of the inconsistency. Where this agreement is silent on any matter the relevant Award conditions shall apply.

The parent Awards include:

- a) Queensland Local Government Industry (Stream A) Award – State 2017
- b) Training Wage Award –State 2012

It is agreed that all terms and conditions of the parent Awards, other than altered by this Agreement, are preserved for the duration of this Agreement.

### **1.4. APPLICATION OF AGREEMENT AND PARTIES BOUND**

This Agreement shall apply to and be binding on the Unions Parties to this Agreement, Hinchinbrook Shire Council (Council) and all of its employees (except where specifically excluded in this Agreement).

This Agreement excludes senior officers (as defined by the Award) where the employer and the senior officer concerned enter into a written contract of employment which states that the award is not to apply to the terms and conditions of employment of the senior officer.

The parties entering into this agreement, and bound by it include:

<b>HSC</b>	Hinchinbrook Shire Council, also referred to as "Council", ABN 46 291971 168
<b>APESMA:</b>	The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees, ABN 99 589 872 974
<b>AWU:</b>	The Australian Workers' Union of Employees, Queensland, ABN 54 942 536 069
<b>AMWU:</b>	Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, ABN 59 459 725 116
<b>PGEU:</b>	Plumbers & Gasfitters Employees' Union Queensland, Union of Employees, ABN 51 918 867 235
<b>QSU:</b>	Queensland Services, Industrial Union of Employees, ABN 86 351 665 635

## 1.5. DEFINITIONS

The Act shall mean the Queensland Industrial Relations Act 2016 unless otherwise mentioned.

<b>QLGIA</b>	Queensland Local Government Industry (Stream A) Award – State 2017
<b>Stream A Employee</b>	An employee covered by the Divisions of Stream A of QLGIA State 2017
<b>Training Award Employee:</b>	An employee employed as a trainee and covered by the Training Wage Award – State 2012

**Consultation** shall mean where the parties to this agreement meet to discuss matters of mutual interest through an open communication process and an exchange of ideas and information. To avoid doubt on occasion consultation may not lead to agreement or endorsement.

**Employees** shall have the same processes meaning as cited in the Local Government Act 2009

**QRIC** means the Queensland Industrial Relations Commission

**QES** means Queensland Employment Standards

**Unions** means those parties bound to the Agreement as per clause 1.4

**Hinchinbrook Shire Council** will be known as Council

Immediate family shall mean a spouse including a former spouse, a defacto spouse or a former defacto spouse of the employee, a child or an adult child including an adopted child, a foster child and ex-foster child, a step child or an ex-nuptial child, parent, grandparent, grandchild or sibling of the employee or spouse of the employee. For the purpose of this, spouse shall include same sex partners.

## 1.6. NO EXTRA CLAIMS

The parties to this Certified Agreement agree that its terms represent a full and final settlement of all wages and conditions of employment for the life of this Agreement. During the life of this Agreement the parties will not seek any further claim/s for any industrial matter/s relating to wages or conditions, except those specifically provided for in this Agreement.

This clause shall not prevent the parties from applying variations to the quantum of award-based allowances which occur during the life of this Agreement.

## 1.7. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed on all Employee Notice Boards, the Employee newsletter 'Grapevine' and Council's intranet. Copies will be readily accessible to all employees and parties covered by this Agreement.

## 1.8. EFFECTIVE COMMUNICATION

### 1.8.1. PURPOSE AND OBJECTIVES OF THE AGREEMENT

This agreement facilitates a workplace that is responsive to a changing environment and the need to adapt and operate effectively. Council must be able to meet the pressures from the community and to respond to changing legislation so as to maximise productivity and efficiency in our operations.

The parties are committed to the following:

- Improved Council competitiveness with private enterprise to ensure Council maintains a viable and effective workforce;
- Provide individual and workplace flexibility to facilitate efficiency and productivity;
- Promote a harmonious and productive work environment through cooperation and consultation;
- Undertake an annual staff satisfaction survey and communicate results and action plans arising from the survey;
- Commit to maintaining a safe and healthy working environment;
- Skilling and supporting employees to build an effective workforce;
- Adhering to the Customer Service Charter response times

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the Queensland Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.



### **1.9. NEGOTIATION TEAM**

A negotiating team has been established for the purpose of negotiating an Agreement, in accordance with the principles of the QIRC. This team comprises representatives of each of the Unions having Award coverage, management, and employee representatives. This team is formed upon commencement of any round of negotiations until negotiations for that certified agreement conclude.

The negotiating team comprises management representatives, nominated employee union delegates from each Union and the Union Organisers party to the Agreement. Nominated reserve representatives for each employee union delegate are recommended.

Any negotiating team appointed ahead of the expiry of this Agreement shall hold discussions in relation to the renegotiation of a new Agreement six (6) months prior to the expiration of this Agreement. In its renegotiation the parties agree to negotiate collectively in respect of all its employees and their nominated representatives for the purposes of making a new Agreement.

The responsibility for the implementation of this Agreement rests with the Chief Executive Officer and Executive Management Team.

### **1.10. NEW AGREEMENT TRAINING**

To ensure the management, supervisory staff and other relevant employees understand the intent and application of the Agreement, an education program relating to this Agreement and the parent Awards shall be facilitated through training of the above mentioned staff through JCC Meetings and Tool Box Meetings or any other form of training required, as determined by the CEO, following the certifying of the Agreement by the QIRC.

## **2. PART TWO DISPUTE RESOLUTION**

### **2.1. JOINT CONSULTATIVE COMMITTEE**

The purpose of Council's joint consultative committee is to enable a consultative forum comprising of management representatives and employee union delegates and where relevant, their Union or Unions to consult on broad matters arising from the Certified Agreement which impact large numbers of employees or a large number of employees of a particular work group. Management will also table high level quarterly workplace statistics such as permanent, fixed term and contract employee numbers, age profile etc.

The committee should meet at least quarterly, or by request, and meetings will be held during paid working time. As soon as practicable after the commencement of this Agreement, the committee is to form and decide how it will operate within the parameters of this clause.

Management representatives will be determined by the Chief Executive Officer but shall usually include the Human Resources (HR) Coordinator to oversee and provide advice. Employee union delegates will be members of JCC who will select their representatives, and these should as far as possible, reflect union membership party to the agreement. Any other matters are to be referred to the dispute resolution process as appropriate.

All employees have the opportunity to raise an issue arising out of the Certified Agreement through any committee representative. Employees are encouraged in the first instance to discuss any concerns with their direct Supervisor or Manager where possible.

'Consultation' for the purpose of this clause shall mean a reasonable opportunity for employee delegates to provide feedback and input into a proposal before a final decision is made, and for Council to consider such feedback and to accommodate suggestions where appropriate. This will include review of Human Resource Policies that impact on employees. Consultation does not require mutual agreement on the employer's course of action.

The Notification of Change Clause may be invoked separately to the Consultative Committee; for example, in the case of potential redundancies where matters will be discussed with affected persons.

## **2.2. GRIEVANCE AND DISPUTE SETTLEMENT**

Effective communication between employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain effective and sound working relationships.

### **2.2.1. Level 1:**

The complainant must inform their immediate Supervisor/Manager in writing of the grievance, at any time the employee can discuss matters with the employee's union representative. The Supervisor/Manager is responsible for investigating and attempting to resolve the grievance within twenty-four (24) hours where possible, with a maximum of seven (7) days.

If the complainant is unable to discuss the grievance with their Supervisor/Manager because they are implicated in the grievance, the complainant may commence the procedure at Level 2. For grievances involving unlawful behaviour or workplace health and safety concerns, the HR Coordinator or Workplace Health & Safety (WHS) Coordinator (respectively) must be involved, as specialist knowledge is usually required.

### **2.2.2. Level 2:**

If the grievance remains unresolved, the employee may refer the grievance to the next in line Manager (usually the Manager or Department Manager). That Manager will obtain all information collected to date and will further investigate the matter and consult with all parties within forty-eight (48) hours where possible, with a maximum of seven (7) days.

### **2.2.3. Level 3:**

If the grievance still remains unresolved, the employee may refer the grievance to the HR Coordinator, who will obtain information collected to date and will attempt to resolve the grievance.

### **2.2.4. Level 4:**

At this level, the grievance is referred to the Chief Executive Officer who will, within fourteen (14) calendar days, aim to finalise the grievance. If the matter remains unresolved past this timeframe either party may refer it to an accredited mediator or other external agency or the QIRC for resolution.

### **2.2.5. CONTINUATION OF WORK WHILE GRIEVANCE IS BEING PROCESSED**

Despite any grievance in relation to the operation of this Agreement, work shall nevertheless continue in the usual manner whilst the above procedures are carried out, except where there is a genuine risk to health and/or safety. An employee must comply with any reasonable directive given by her/his Manager to perform alternative work, either at the same or another workplace. Work must be appropriate for the employee to perform. Queensland Workplace Health and Safety laws shall apply.

At any time through the process, an employee can engage their union or chosen representative to represent them.

In circumstances where Council's grievance procedure does not resolve the complaint, either party may refer the matter to the QIRC for conciliation and, where appropriate, arbitration.

## **2.3. JOB SECURITY/CONSULTATION AND REDUNDANCY**

### **2.3.1. EMPLOYMENT SECURITY**

The Council is committed to security of employment for current permanent and permanent part-time employees and is committed to continually improving the job security of employees by:

- a) Training and educating employees and providing retraining;
- b) Career development and equal opportunity;
- c) Using natural attrition and relocation within the workplace, after consultation, is preferred to retrenchment or redundancy;
- d) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future and ensuring that the use of contractors and sub-contractors does not threaten established staff levels.

Where job viability is affected and redeployment and retraining options have been exhausted, any termination of employment which may be necessitated as a result of changes in work practices shall be achieved in accordance with all relevant Award provisions and this Agreement.

Nothing in this clause shall override provisions of Council's disciplinary policies and procedures, nor the rights and obligations of Council and employees under relevant industrial Awards and legislation relating to disciplinary matters.

### **2.3.2. MULTI SKILLING**

It is agreed that parties to this Agreement are committed to multi-skilling in order to:

- a) Provide greater job satisfaction and possible access to a wider range of jobs for employees
- b) Provide opportunity for greater efficiencies in a flexible work environment by widening the breadth of employee's skills.

### **2.3.3. CONSULTATION PROCESS NOTIFICATION OF CHANGE**

Before making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant Unions.

"Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award or Certified Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

Council shall discuss with the employees affected, and where relevant their Union or Unions, any proposed introduction of the changes, the effects the changes are likely to have on affected employees, reasonable and practicable measures to avoid or minimise the adverse effects of such changes on employees.

For the purposes of such discussion, Council shall provide in writing to the employees concerned and, where relevant, their Union or Unions who are a party to Council's Certified Agreement, 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 have a significant effect on employees provided that Council shall not be required to disclose confidential information, the disclosure of which would be detrimental to Council's interests.

In the case of potential redundancies, this clause must be read in conjunction with clause 8.4 -Redundancies.

### **2.3.4. CONTRACTING OUT**

Council will continue to use its own employees where competitive levels of quality, service, efficiency, cost effectiveness and value for money are demonstrated. Council prefers to use its own capable, competent, and committed employees to provide services which satisfy the needs of customers and provide value for money. Council will directly engage employees on a permanent full time, part time and/or casual basis and will continue to develop and maintain critical skills within the organisation. Employees are committed to improving work practices and ensuring our competitiveness. Working together, we will encourage and support internal providers to develop and maintain commercially viable and competitive services.

The impact on sustainable employment of existing employees will be considered when exploring any proposal to use external providers to deliver services which are currently provided by Council employees.

Council reserves the right to contract out or to lease out current services in the following circumstances:

- Where funding from State or Commonwealth governments, such as for construction, reconstruction, or natural disaster recovery, is conditional and cannot be applied to normal work by permanent employees;
- In the event of shortages of skilled staff and resources;
- The lack of available infrastructure capital and the cost of providing technology;
- Any extraordinary or unforeseen circumstances; or
- That it is in the public interest that such services should be contracted out.

Where Council seeks to make a strategic decision in relation to contracting out (of an entire function or specific work functions) the relevant unions will be formally advised in writing and consulted as early as possible. The need to consult does not apply where Council is supplementing service delivery by engaging additional contractors of works and services. As part of the consultation process, information will be provided supporting Council's decision. It is the responsibility of all parties to participate fully in discussions on any proposals to outsource any of Council's functions.

The employer will provide to the relevant Unions the following information in writing;

- Information outlining why the service cannot continue to be delivered by Council
- How the proposed initiative will improve Council service delivery
- Communication strategy to manage the impact on Council existing workforce including transition plans for deployment, redeployment, and training

If, after consultation as outlined above, employees are affected by the necessity to outsource any functions currently performed by the employer's permanent employees, Council will follow the Notification of Change procedure outlined in this document.

If a service is already outsourced by contract at the time of signing of this Agreement, then that service will not be affected by this clause for the life of that contract.

### **3. PART THREE EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

#### **3.1. EMPLOYMENT CATEGORIES**

Council shall engage a person as an employee on terms that correspond with a type of employment prescribed within this clause and in accordance with the relevant Awards. The types of employment defined under Part 3.3 are a summary of Award provisions which do not vary the underlying Awards.

#### **3.2. PROBATION**

Employment of new employees (except for casuals) is subject to satisfactory completion of probation. It is Council's aim that Managers review performance during probation on an ongoing basis and one documented review is to be held between the employee and the Supervisor in the final week of probation to determine whether the employee's employment is confirmed. Council also expects the employee to seek feedback on their performance during probation, if they need it.

The probationary period is three (3) months. This may be extended up to an additional three (3) months under exceptional circumstances.

Where an employee is absent from work on permitted leave without pay or extended personal leave the employer shall retain the option of extending the employees probationary period for that amount of leave taken. For the purpose of this clause 'extended personal leave' shall mean personal leave taken in excess of ten (10) working days.

As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee which the employer intends to take into account in a decision to terminate the employment upon or before the expiry of the probationary period.

Fixed term contracts of six (6) months or longer will attract a probation period of three (3) months.

For those employed on a traineeship arrangement, the duration of probationary period will apply as per the traineeship training contract.

To avoid doubt, probation does not apply to existing employees appointed to another position or extension of contract within Council where probation has already been served; however, any unserved balance of probation may be applied.

#### **3.3. TYPES OF EMPLOYMENT**

##### **3.3.1. FULLTIME**

Full-time employment means employment which requires the employee to work thirty six and a quarter (36.25) hours per week for employees under Stream A. Fulltime employment does not include part time/job share, casual or fixed term employment as defined by this Agreement. Supervisors under Stream A work 38hrs as referred to in Clause 4.5.

##### **3.3.2. PART TIME**

A part time employee is one who is engaged to work a regular pattern of ordinary hours each week or fortnight that are less than the ordinary hours worked by an equivalent fulltime employee as required by the relevant parent award.

It is agreed that the awards are varied to the extent that by mutual agreement in writing, part time Officers shall be allowed to work for six (6) consecutive hours provided that if they are required to work beyond six (6) hours, a crib break of thirty (30) minutes, which shall not be counted as time worked, shall be taken at the commencement of the sixth hour. Penalty rates will apply if the employee exceeds the 36.25hrs (Stream A).

### 3.3.3.CASUAL

A casual employee is as defined by the relevant Award Streams. A casual employee is engaged by the hour (subject to minimum call out periods) with employment that is subject to termination at any time without notice subject to payment of any applicable minimum engagement period.

Key features of casual employment are:

- Casual weekly hours are less than the maximum ordinary working hours applicable to full time employees
- Casual employees are paid a casual loading per hour in lieu of leave entitlements
- Minimum periods of engagement apply as per the relevant Award Streams
- It is stipulated at the commencement of the engagement that the employment is casual
- In the rare event a casual achieves long service entitlement, they are entitled to it
- Long term casuals are entitled to some forms of unpaid leave, as specified in the relevant Awards.

It is agreed that upon certification of this agreement, that once employed, an employee and their Supervisor/Manager may mutually agree in writing for a period of time or permanently that a casual employee may work up to a maximum of 7.25 hours per day (Stream A employees), these hours will be treated as ordinary hours with no penalties applicable. Penalty rates will apply if the employee exceeds the 36.25hrs (Stream A).

For each ordinary hour worked a casual employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification plus a casual loading as follows:

#### Stream A

For all ordinary time worked between	Casual loading on hourly rate
0600 and 1800, Monday to Friday	25%
1800 and 2130, Monday to Friday	31%
0600 and 1200, Saturday	31%

### 3.3.4.CASUAL CONVERSION

Casual employees who have been employed for consistent hours for a period in excess of six (6) months for Stream A will be provided with the opportunity to apply for appointment on a permanent basis. In considering these applications, the Council will not unreasonably refuse, providing:

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

### 3.3.5.MIXED CONTRACTS OF EMPLOYMENT

It is agreed that in addition to the provisions of their primary contracts of employment, part time or casual employees may be engaged on a secondary contract either on a casual or part time basis in a separate engagement in a different Department of Council. Such engagement shall be subject to the following conditions:

- a) That both Managers are mutually agreeable to the arrangement and Council cannot foresee any conflict of interest in duties or workplace health and safety issues (e.g. working hours).
- b) That work required to be performed in a separate engagement is not within the primary contract of employment position/job description of the employee concerned and it is treated and paid according to the relevant contract.
- c) The total ordinary hours worked across both contracts will not exceed the full time equivalent hours.
- d) Under each contract where ordinary hours are exceeded, the relevant Award penalties apply.
- e) The separate engagement is to meet a specific purpose.
- f) The separate engagement enables the employee to attain additional remuneration and/or skills.
- g) The separate engagement must be at the request of the employee and be subject to mutual agreement between Council and the employee concerned.
- h) The separate engagement is not designed to avoid overtime obligations, but genuinely meets the tests set out in items (b) to (e) above.
- i) Any decision must be based on reasonable operating requirements of Council.

In considering a request from an employee who has previously had their hours reduced due to a right to request relating to returning to work on a part time basis until their child reaches school age, Council must take this into consideration as to whether the arrangement still applies and whether the additional work should reasonably be performed in their current department.

### **3.3.6. FIXED TERM (OR MAXIMUM EMPLOYMENT)**

Fixed Term employment means employment for a specified period of time or for a specified task. Fixed term appointments may be considered:

- a) For the completion of a specific task(s) or project;
- b) To relieve a vacant position arising from an employee taking leave;
- c) For the temporary provision of specialist skills that are not available within the organisation;
- d) To fill short term vacancies during the recruitment and selection process, resulting from the resignation of a permanent employee;
- e) Where there is significant uncertainty about the funding which underwrites the position;
- f) Where the supply and demand trends in the work area are genuinely unclear;
- g) To meet emergent peaks in demand where the use of labour hire or casual labour is less appropriate;
- h) As stipulated in any relevant parent Award.

Fixed term appointments should not fill an ongoing position or carry out work associated with ongoing functions within Council, except to replace an employee in circumstances specified in clauses b) and d).

An officer employed on a fixed term basis shall have access to the review and annual increments on the same basis as a permanent employee under the relevant Award.

### **3.3.7. JOB SHARE**

This type of employment provides the option for two employees to work reduced hours and to share one full time job maximum of 36.25 (Stream A) ordinary hours per week. While job share would appear to be part time employment it is not. The salary is divided across the two partners however personal entitlements (e.g. annual leave, personal leave etc.) apply to each job share partner as they would normally.

### **3.3.8. TRAINEE**

Council shall continue to offer Traineeships where appropriate.

Employment involves arrangements made through specific providers or with individuals directly, whereby the student engages in supported training and work.

The terms of employment for trainees shall be as required by the Vocational Education and Training (Commonwealth Powers) Act 2012, Further Education and Training Act 2014, and the relevant awards.

## **3.4. ANTI DISCRIMINATION**

The parties to this agreement agree that it is their intention to achieve the principle object in section four (4) of the Anti-Discrimination Act 1991 which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, culture, political opinions, natural attraction or social origin as well as anti-discrimination provisions applicable in Commonwealth and other State Legislation.

## **4. PART FOUR WAGES AND WAGE RELATED MATTERS**

### **4.1. PAYMENT OF WAGES**

Subject to the completion and the approval of an employee's timesheet by their immediate Supervisor or Department Manager, wages will be paid on the nominated pay day deposited by electronic funds transfer into the bank account(s) of choice.

### **4.2. ANNUAL WAGE INCREASES**

#### **4.2.1.**

Employees whose conditions of employment are covered by this Agreement shall receive over the life of this Agreement remuneration as detailed in Schedule A.

#### **4.2.2.**

1. A 1% back pay on certification, from the first full fortnightly pay period commencing 24 June 2020);
2. A 1.5% wage increase from the first full fortnightly pay period after the date of Certification of the Agreement; and
3. A 1.5% wage increase from the first full fortnightly pay period after the anniversary date of Certification of the Agreement (12 months from Certification).

#### **4.2.3.**

Trainees will be paid in accordance with the relevant level of the Training Wage Award State 2012 and not as per Schedule A of this Agreement.

#### **4.2.4.JUNIOR RATES**

Rates for junior employees will be applied in accordance with the relevant Award Streams which covers the employment of the junior.

Stream A

<b>Age of employee</b>	<b>% of Level 1 Year 1 Award rate</b>
under 18 years of age	60
18 and under 19 years of age	70
19 and under 20 years of age	80
20 years of age	90

#### **4.3. SUPERANNUATION**

For the purposes of this Agreement, the parties have agreed that pursuant to the Federal Government Choice of Fund Legislation the default fund shall be the Local Government Investment Australia Superannuation Board Super Scheme. Council shall contribute on behalf of each employee the amount into the Local Government Investment Australia Superannuation Board Super Scheme established pursuant to the terms and conditions as set out in the Local Government Act 2009.

Contributions made in accordance with this clause will be made to a fund as nominated by the employee at the commencement of their employment and that any changes to the employee nominated fund may occur annually only.

#### **4.4. SALARY SACRIFICE**

The employer provides employees with salary sacrifice opportunities (including superannuation) to maximize their remuneration benefits. The employee's right to sacrifice a part (or the total) of their salary or wage shall be subject to any Commonwealth taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this Agreement.

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

Council recommends employees consult a taxation adviser to ensure any possible Taxation and Fringe Benefits Tax implications are understood. Fringe Benefits Tax is reportable as per Australian Taxation Office requirements.

#### **4.5. STREAM A EMPLOYEES SUPERVISING STREAM B or C EMPLOYEES**

Notwithstanding the provisions of the Awards, Stream A employees supervising Stream B or C employees covered by Awards of the Queensland Industrial Relations Commission working 38 hours per week will also work 38 hours per week as their ordinary hours of duty. The hourly rate for the ordinary hours of these supervising officers shall be at the same hourly rate as an Officer working 36.25 hours per week.

##### **4.5.1.ON CALL ALLOWANCE FOR EMERGENCY WORK Stream A employees**

An officer who is required by Council to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of \$37.39 upon which the officer is required to be on call for emergency work. This will be adjusted each financial year in line with the agreed wage increase.

An officer whose period of on call duty includes or coincides with a Public Holiday shall have added to the officer's annual leave entitlement one day for each such holiday on which such officer is required to be on call.

Officers called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work but they must return home within a reasonable time and payment shall be calculated accordingly, but such payment shall not be less than three (3) hours salary at the appropriate rate of pay.

If the employee who is on call and being paid on call allowance is called upon to perform emergency work, provided the employee does not leave home to attend to the situation, e.g. handled by phone, they shall be

entitled to a minimum of thirty (30) minutes at ordinary time.

This provision does not apply to Executive Officers.

#### **4.5.2.MOTOR VEHICLE ALLOWANCE**

An employee required to use his or her private motor vehicle for official purposes will be paid a kilometre allowance of 0.80 cents per kilometre as per QLGIA.

#### **4.5.3.WORK HEALTH AND SAFETY REPRESENTATIVE ALLOWANCE –**

It is agreed that an employee who is elected by members of his/her designated work group as the workgroup's Work Health and Safety Representative (WHSR) and who actively fulfils the functions of a WHSR as set out in the Queensland Work Health & Safety Act and Council's Work Health and Safety Procedure Statements – Responsibilities WHP-WP-1.5.1 will be paid a WHSR Allowance.

A WHSR allowance will only be paid to elected WHSR's who have successfully completed an accredited WHSR training course. It is not paid to reserves/deputies. The weekly allowance is currently paid at \$17.37 per week as per the QLGIA. This amount is paid to all WHSR's, irrespective of which Award coverage usually applies to the employees. The allowance is not paid while on leave.

A WHSR Allowance will no longer be paid to an employee if the employee ceases to hold the position of WHSR for any reason set out by the Work Health and Safety Act 2011 (Qld), or who ceases to actively fulfill the functions of a WHSR as required.

#### **4.5.4.LOCALITY ALLOWANCE**

In addition to remuneration otherwise payable under this agreement, Stream A employees shall be paid a Locality Allowance in accordance with QLGIA as follows:

- For Employees (excluding casuals) supporting a dependent spouse and/or children-\$70.60 per fortnight
- For Employees (excluding casuals) not supporting a dependent spouse and/or children- \$35.30 per fortnight

### **5. PART FIVE HOURS OF WORK**

#### **5.1. ORDINARY HOURS**

The ordinary hours of work for full time Administration, Technical and Professional employees shall average 36.25 hours per week to be worked Monday to Friday, inclusive, between the hours of 0600 and 1800.

The ordinary hours of duty of employees covered by this Section having other workers under their immediate supervision shall, if so determined by the employer, be the same as the ordinary hours of the workers supervised, subject to the conditions prescribed in clauses 13.5(a) and 15.1(e) (iii) Stream A.

The provisions of clause 15.1(e) (ii) Stream A shall not apply to employees holding professional qualifications and, for the purpose of this clause, Engineering Surveyors shall be deemed to be included in that category.

- (b) Where it is necessary to establish an hourly rate for the purpose of calculating overtime, notwithstanding the ordinary hours of duty pursuant to clause 15.1(e) (iii) Stream A, the divisor used shall be 36.25.

#### **5.2. NINE (9) DAY FORTNIGHT**

Notwithstanding the provisions of the Award, the parties have agreed that a nine-day fortnight working arrangement generally applies to all full-time employees. An exclusion applies to those working a four (4) day working week (as outlined in clause 5.4 of this Agreement).

The Council may at any time in its discretion exclude an employee from the provisions of the nine (9) day fortnight arrangement where the inclusion of the employee would, in the opinion of Council, prejudice the efficient operation of the Council's business.

For each employee working a nine (9) day fortnight, the ordinary hours of duty including a mid-morning tea break of 20 minutes duration, but excluding an unpaid lunch break of between 30 – 60 minutes duration shall be:



Stream A Employees - eight (8) hours and six (6) minutes per day to be booked as 8.1 hours per day. This will result in an employee working 72.9 hours per fortnight with the additional 0.4 hours being held in credit as ordinary time for the employee. 8.1 hours also applies to all forms of leave.

Stream A Supervisors-eight (8) hours and thirty (30) minutes per day to be booked as 8.5 hours per day. This will result in an employee working 76.5 hours per fortnight with the additional 0.5 hours being held in credit for the employee. 8.5 hours also applies to all forms of leave.

For new employees who may not have a sufficient balance of a rostered day off (RDO), their pay will be based on the ordinary hours which have been worked up until the day the RDO is taken, however this may mean that the employee has a negative RDO balance which should eventually move into credit due to the 0.4 or 0.5 hours per fortnight accruing.

Time accrued and held in credit shall be taken as an RDO in each fortnightly period. The RDO will fall on the day in accordance with a schedule as determined by relevant Department Heads. Where an RDO falls on a Public Holiday, the employee shall be entitled to an alternative day off at a date mutually agreeable with their Supervisor.

Statutory Holidays will continue to be paid at 7.25 hours or 7.60 hours per day. The difference between the statutory holiday hours and the required hours of duty for the nine day fortnight arrangement will be taken from the RDO Balance.

### **5.3. FLEXIBILITY IN TAKING ROSTERED DAYS OFF (RDO)**

It is agreed between the parties, that in order to meet the business needs of Council, and best practice, or where in the opinion of a project supervisor or departmental head there are cost efficiencies to be gained by working on an RDO, then RDO's will be worked, by mutual agreement, subject to two (2) working days' notice being given, except in the case of emergencies.

Stream A employee's levels 1 – 7 who work on their designated RDO, have the option of banking the RDO or receiving payment at overtime rates for work on the RDO. Where the RDO is banked, it shall be taken at a later time mutually agreeable between the employee and their supervisor. A maximum of three (3) days (21.75 hours) can be accrued.

If an employee leaves the employment of Council for any reason, they will be paid out for hours held in credit at the ordinary rate. Employees with a negative balance will have the balance deducted at the ordinary rate.

### **5.4. WORKING FIVE (5) DAYS OUT OF SIX (6)**

It has been agreed that employees may be requested to work their ordinary hours any five (5) days out of six (6) days Monday to Saturday inclusive, subject to the following:

- This provision is intended to apply to infrequent and short term works generally conducted by small sections of the workforce;
- The need to work on Saturday will generally be dictated by special circumstances such as less traffic disruption and reduced safety hazards for employees;
- This provision shall not be used to replace genuine overtime situations.
- Compensation for all hours worked on Saturday shall be calculated at penalty rates existing in the relevant Award and shall be made as follows:
  - All ordinary hours worked on the Saturday shall be taken as a paid day off in lieu by mutual agreement and normally within the week following the Saturday worked and in situations where this does not occur it shall be taken within three months of its accrual at the appropriate penalty rate; and
  - All penalty time including any worked hours in excess of the agreed ordinary hours shall be paid as overtime for the particular pay period concerned;
  - Each employee concerned shall be entitled to individually decide whether or not they agree to work on any particular Saturday under this arrangement;
  - Any employee who feels aggrieved as a consequence of the operation of this provision shall be entitled and encouraged to resolve their grievance via the grievance procedure of this Agreement

### **5.5. VARIATION TO SPREAD OF HOURS**

It is agreed that for specific projects or special circumstances and then only by mutual agreement between the Supervisor and employee concerned, the ordinary spread of hours may be altered so that the whole or part of the ordinary hours of duty are performed between the hours of 5.00 am and 8.00 pm, Monday to Friday, without penalty in the following situations:

- Projects where tidal influence precludes work being performed during the normal spread of hours.
- Projects where a planned interruption to essential services would be unreasonable during the normal spread of hours.

#### **5.6. TIME OF IN LIEU OF OVERTIME**

It is agreed that by mutual agreement between the Supervisor and employee concerned, Stream A employee's levels 1– 3 may be given time off in lieu of overtime payments at single time for the hours worked.

Levels 6 and 7 may claim overtime where prior approval has been given by the Manager, on the same Award terms as available to levels 4 and 5, which is by mutual agreement.

#### **5.7. FLEXIBLE WORKING ARRANGEMENTS**

Council and an employee may agree to flexible working arrangements which include flextime, four (4) day working week, banked hours, make-up time, accrued and rostered days off and/or seasonal working arrangements, provided that such arrangement is agreeable to the employee and the arrangement is entered into without coercion or duress. Provided any such arrangements are in accordance with the provisions of this agreement and the relevant parent awards.

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

- i. Current customer service requirements continue to be maintained
- ii. They must be cost neutral
- iii. They must be practical and workable
- iv. They must not compromise workplace health and safety requirements

### **6. PART SIX**

#### **6.1. TRAVEL TIME**

Travel time allowance for all eligible employees as described under the Award Streams will be paid at penalty rates.

#### **6.2. PROFESSIONAL DEVELOPMENT AND TRAINING AND TRAINING TRAVEL TIME**

Where Officers have approval to attend professional development or training that incurs travelling time outside of the ordinary spread of hours, they may not claim such travel time as overtime without the prior approval of their Manager, but may claim time off in lieu instead. This applies to Stream A employees who are entitled to time off in lieu arrangements.

If an employee is directed to attend a job specific training and/or development activity, the employee shall be entitled to their choice of overtime or time off in lieu in accordance with the applicable Certified Agreement or relevant Award rates.

### **7. PART SEVEN**

#### **7.1. LEAVE ACCRUAL**

Entitlement to annual, personal and long service leave accrues progressively during each year of service according to the ordinary hours worked by the employee. Any deduction of full days is made according to the ordinary hours worked by the employee.

Where applicable, accrual which exceeds the allowable balance must be taken in the following order:

1. Accrued time off in lieu (TOIL)
2. Rostered days off (RDO's)
3. Annual Leave
4. Long Service Leave

Any accrued annual and long service leave to which the employee is entitled will be paid out upon termination.

## **7.2. ANNUAL LEAVE**

For each completed year of service with Hinchinbrook Shire Council, permanent and fixed term employees (excluding casuals and school-based trainees) are entitled to five (5) weeks' paid annual leave.

Taking of annual leave is done in accordance with the following:

- Annual leave may be paid in advance where the employee indicates this on the *Leave Request Form*.
- Annual leave in periods of less than one (1) day may be approved in special circumstances.
- Public holidays do not form part of annual leave and are documented on the timesheet.
- Annual leave accruals must not exceed ten (10) weeks including pro rata entitlement.

An annual leave loading of 17.5% is paid when annual leave is taken, and will be paid out on the balance of accrued annual leave upon termination of employment with Council.

Where an employee has accrued an excessive amount of annual leave the employee will be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrual bank of leave over an agreed period of time. For the purpose of this clause an excessive amount of leave is considered to be greater than ten (10) weeks and the leave reduction scheme is to be agreed by both parties.

## **7.3. PERSONAL LEAVE**

Personal leave encompasses sick and carer's leave. It is agreed that for each completed year of service with Council, full time and part time employees (casuals excluded) are entitled to fifteen (15) days per annum of paid personal leave, which accrues on a pro rata entitlement basis from commencement.

Personal leave is cumulative, and it is agreed that there shall be no limit on the accumulation of leave entitlement. Personal leave may be taken for part of a day (for the number of hours absent) or in full days. Entitlement to personal leave is conditional upon the employee notifying their immediate Supervisor or Manager as soon as possible (usually prior to commencement unless genuine circumstances prevent this) of the absence and keeping the Supervisor/Manager informed throughout the absence as to their likely return.

Entitlement to personal leave exceeding two (2) consecutive days is subject to the employee producing a medical certificate from a registered medical practitioner or other documentation considered satisfactory by the Supervisor/Manager.

An employee may be required to provide evidence of the illness to Council's satisfaction in accordance with relevant Award provisions.

Medical appointments relating to personal sickness or carer's leave should be made outside of working hours where possible.

### **7.3.1. SICK LEAVE**

Paid sick leave is available to employees who are unable to attend work due to personal illness or injury. An employee who falls sick on an RDO shall not receive any further day in lieu thereof.

An employee, if while on approved annual leave is overtaken by illness shall, on production of a certificate signed by a duly qualified medical practitioner certifying that the employee is unfit to perform normal duties for a period of not less than five (5) days, shall be entitled on application to have such period of illness debited to the employee's sick leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.

### **7.3.2. CARER'S LEAVE**

Paid carer's leave is taken from the employee's available sickness leave accrual.

Paid carer's leave is available to employees who are unable to attend work because they are required and are responsible for providing care or support to a member of their immediate family or household due to an illness or injury or unexpected emergency affecting that member.

An employee cannot take carer's leave if any other person is providing care for the same person unless there

are special circumstances requiring more than one person to provide care.

#### **7.4. BEREAVEMENT LEAVE**

Full time and part time permanent or fixed term employees are entitled to paid bereavement leave on each occasion of the death of a member of the employee's immediate family or household.

Full-time and part-time employees shall, on the death of a member of their 'immediate family, as defined by Hinchinbrook Shire Councils definition of 'immediate family', be entitled to paid bereavement leave up to and including the day after the funeral of such person, subject to the conditions herein. Such leave shall be without deduction of pay for a period not exceeding the number of hours usually worked by the employee within five (5) consecutive business days, working back from the day after the funeral.

Proof of such death is to be furnished by the employee to the satisfaction of the Employer.

Awards only offer paid bereavement leave of two days, therefore Council's granting of five days exceeds the provisions of Awards. As such it has its own definition of "immediate family" as outlined under 1.6 definitions for the purpose of taking five paid days bereavement leave.

Paid bereavement leave of a period not exceeding two days for those individuals excluded from the definition above applies as per the Agreement definition of "immediate family".

Part Time employees are only entitled to be paid the days they would normally have worked within the five (5) consecutive business days up to and including the day after the funeral.

#### **7.5. LONG SERVICE LEAVE**

Long service leave is granted to employees (including casuals) according to Award provisions. It currently arises from a combination of specific Award entitlements and the Industrial Relations Act 2016 as amended from time to time.

Employees are encouraged to take their leave as soon as possible after accrual. Nevertheless, leave accrued is to be taken within five (5) years of receiving the entitlement, and upon giving one (1) month notice.

Council reserves the right to direct an employee to take long service leave that has accrued beyond the five (5) years of receiving the entitlement, by providing three (3) months notice of the need to take the leave, as provided for in the Industrial Relations Act 2016.

It is recommended that long service leave be taken in no more than three periods of time. Other requests to take long service leave in smaller portions will be subject to the written approval of the CEO.

Portability of long service leave to and from Council will be managed in accordance with the conditions that apply under of the Local Government Regulation 2010.

Any public holidays that fall during periods of long service leave are paid as ordinary time.

An employee upon application in writing may be paid for all or part of an entitlement to long service leave instead of taking the leave as prescribed in section 110 of the Industrial Relations Act 2016

##### **7.5.1.LONG SERVICE LEAVE ENTITLEMENTS**

Employees are entitled to thirteen (13) weeks long service leave on full pay after an initial ten (10) years continuous service, although by request, and with timing approved by Council, can access pro rata long service at any time after the initial seven (7) years' service. Stream A employees then become entitled to a further thirteen (13) weeks long service on full pay after a subsequent ten (10) years continuous service, which accrues, and can be taken at the pro rata rate of 1.3 weeks per annum.

#### **7.6. SPECIAL LEAVE – FLOODS AND NATURAL DISASTERS**

A maximum of two (2) paid ordinary days of work per event on a financial year basis (non cumulative) may be granted to permanent full time and part time employees who are unable to attend their normal place of work due to flooding and natural events, in the following circumstances:

- Where the employee is unable to travel to work due to closure of public roads due to events such as floods, cyclones etc.;

- Where the employee must, of necessity, remain at home to safeguard the employee's family or property;
- Where the employee is required to return home before the employee's usual ceasing time to ensure personal safety or the protection of the employee's family or property;
- Where such leave is sought due to the employee being unable to safely travel to and from work, the employee must remain in a situation and condition of being able to attend work should suitable safe travel be arranged.

In interpreting this Agreement it has to be remembered that Council is a community service organisation and has a lead role to play in times of flooding and other natural events. In order to discharge this responsibility it is essential that an adequate number of staff are available to fill various roles, and at various location throughout the region, subject to the personal safety of employees and their families.

The employer may nominate alternate places of work for certain employees whose presence maybe desired in order to address flooding and natural events and preparedness and response. For the purpose of the Agreement, these alternate places of work are to be taken as the employees' normal workplace for the duration of the natural event.

Where Special Leave has been exhausted, employees may use accrued TOIL, RDO's and/or annual leave (in that priority order), or take leave without pay, subject to approval by their Supervisor/Manager.

#### **7.7. PARENTAL LEAVE**

As covered by the QES, this includes:

- Birth related leave for an employee who is pregnant or whose spouse gives birth
- Adoption leave, and
- Surrogacy leave

##### **7.7.1.UNPAID PARENTAL LEAVE**

This leave applies to eligible permanent and fixed term employees and 'eligible casual employees' with twelve (12) months continuous service as at commencement of leave, in accordance with the QES. It does not apply to other casual employees or seasonal employees.

##### **7.7.2.PAID PARENTAL LEAVE**

This paid leave applies to eligible permanent full time and part time employees employed by Council with two (2) years continuous service as at commencement of leave. It does not apply to 'eligible casual employees' other casual employees or fixed term employees. The employee must complete a statutory declaration confirming they will be the primary carer of the child to be eligible for paid parental leave.

Paid parental leave applies to the primary care giver in connection with maternity, partner and adoption leave. The amount of paid parental leave is applied as follows:

2 years continuous service but less than 3 years continuous service	4 weeks paid parental leave
3 years continuous service but less than 4 years continuous service	5 weeks paid parental leave
4 years continuous service or more	6 weeks paid parental leave

The period of paid leave is included within the total entitlement of fifty two (52) weeks and is paid at the employee's ordinary base rate of pay. It attracts accumulation of personal, annual and long service leave contributions.

According to rules of the LG Superannuation Scheme introduced in November 2009, the superannuation guarantee is not paid on paid parental leave.

Public holidays that fall during the paid parental leave are paid as ordinary time. Personal sickness that falls during the paid leave will be taken to form part of the leave.

Paid leave will be effective from the date of commencement of parental leave and the employee may select whether to take payment as a lump sum or as fortnightly payments for the period of entitlement.

The employee may select whether to take paid parental leave on full or half pay. On half pay the period of leave will double and entitlements will accrue at 50% pro-rata.

To be eligible for further payments of paid parental leave, an individual must return to the workplace and work in their substantive role (either full time or part time) for a continuous period of twelve (12) months and must once again be the primary care giver. Where the employee does not return to the workplace for the above stipulated period, they will only be entitled to the further period as unpaid parental leave, provided their service remains continuous.

If the pregnancy terminates before the parental leave period commences, the parental leave is automatically cancelled and the employee will no longer be entitled to paid parental leave.

Paid parental leave is only payable when the leave is actually taken. Under no circumstances will Council make a payment in lieu of taking the leave, or defer or split the payment beyond what is allowed in this clause.

### **7.7.3.FAMILY DOMESTIC VIOLENCE LEAVE**

Council will commit to the maintenance of a Family Domestic Violence Policy for the life of the Agreement which includes the following entitlements:

An employee, other than a Casual is entitled to;

- Ten (10) days per financial year on full pay family domestic violence leave (non accumulative) for a person experiencing family domestic violence; and or to support a person experiencing family domestic violence leave.

A long term casual employee is entitled to;

- Ten (10) days per financial year unpaid family domestic violence leave for a person experiencing family domestic violence; and or to support a person experiencing family domestic violence leave.

A short term casual employee is entitled to;

- Two (2) days per financial year unpaid family domestic violence leave for a person experiencing family domestic violence; and or to support a person experiencing family domestic violence leave

If an employee has exhausted the entitlement the employee may, with the CEO's agreement, take additional days of unpaid domestic and family violence leave.

Council will commit to the development of workplace planning strategies to assist in ensuring safety of employees who are subject to family and domestic violence issues.

### **7.8. CULTURAL LEAVE**

Only employees who are required by Aboriginal tradition or Island custom to attend Aboriginal, South Sea Islander or Torres Strait Islander ceremonies are entitled to apply for cultural leave. If Council agrees, an eligible employee may take up to five (5) days unpaid cultural leave per year of service.

If an eligible employee wishes to apply for cultural leave, they should give Council the following:

- Before taking the leave, reasonable notice of the intention to take cultural leave;
- Details of the reason for taking the leave; and
- Details of the period that the employee estimates they will be absent.

## **8. TERMINATION/REDUNDANCY**

### **8.1. RESIGNATION BY EMPLOYEE**

Resignation from employment is the voluntary exercise by an employee of his/her right to terminate their contract of employment with Council, by providing the period of notice required.

Any person who resigns (excluding casuals) must provide their resignation in writing to their immediate Supervisor/Manager.

Casuals are not required by law to provide notice, and as such, only need to advise their Supervisor when they intend to finish. Nevertheless, if a casual employee wishes to provide notice they may choose to do so.

A written resignation must include the date of resignation, period of notice provided and it must be clear as to when the final working day will be. Resignations via email are not usually acceptable.

The employee is responsible for advising Council of any change of address, as the last address on file is where any final information and the next Payment Summary will be sent to.

For Stream A Employees and those covered by the following notice is required:

For 1 year or less continuous service:	1 week notice
Over 1 year and up to the completion of 3 years continuous service:	2 weeks notice
Over 3 years and up to the completion of 5 years continuous service:	3 weeks notice
Over 5 years continuous service:	4 weeks notice

If the employee fails to give the correct notice, Council retains the right to withhold monies due to the employee with a maximum amount equal to the period of notice that should have been provided.

A shorter period of notice than that required may be agreed upon between Council and the employee.

Council may decide that they do not wish the employee to work their notice period, in which case payment in lieu of notice will be made either for the full or part period of notice, as applicable.

Where payment in lieu of notice is made, the payment is based on ordinary time wages the employee would have received had they worked during the notice period including allowances, loadings and penalties and any other amounts payable under the employment contract.

Where Council property has not been returned upon request by the Supervisor or Manager, Council retains the right to withhold monies from the final payment until such property is returned in a good condition.

## **8.2. TERMINATION BY COUNCIL**

Termination of employment may be initiated by Council because of situations not limited to misconduct, performance, inability to perform the inherent requirements of the role, during probation or because a position becomes redundant.

When Council terminates an employee (except for casual employees), the relevant notice period identified above will be given or payment will be made in lieu of the full or part period of notice.

In addition to the above periods of notice, any employee over 45 years of age at the time of the notice being given notice with not less than 2 years continuous service, is entitled to an additional week's notice.

The amount of notice given to a person on a traineeship may be determined by the agreement that has been signed by both parties, or as required by the relevant legislation.

Casual employees are subject to termination at any time without notice, provided that payment of the minimum engagement period is made on the date of termination, and subject to the following:

- Where a casual employee has worked in a continuous, regular and systematic basis for a period of 12 months or longer, and has a reasonable expectation of ongoing employment, it will be taken into consideration whether a period of notice of termination by Council is applicable or not.

Council is not required to provide notice of termination as a result of serious misconduct leading to summary dismissal.

The period of notice in this clause does not apply to:

- a) cases of serious misconduct justifying summary dismissal; or
- b) to employees engaged for a specific period of time or for a specific task or tasks, including trainees covered by a training contract for a specified term; or
- c) to casual employees.

## **8.3. TERMINATION PROVISIONS RELATING TO FIXED TERM EMPLOYMENT**

A fixed term contract can be terminated in accordance with the termination provisions of the QLGIA by the employer only in the following circumstances:

- By written agreement with the employee; or
- In the event of "incapacity" which prevents the employee from performing his/her duties;
- without notice in the event of misconduct; or
- By providing the officer six (6) months pay in lieu of notice or the pay due to the employee for the balance of the contract whichever is the lesser amount.
- In the above instance, both parties may agree in writing that the six months (or balance of contract) may be worked in whole or in part by the employee.

Fixed term employment can be terminated by the employee by providing four (4) weeks notice, or a lesser period may be agreed by both parties, as with all other fixed term employees.

#### **8.4. REDUNDANCY**

All attempts will be made to avoid redundancies and all reasonable alternatives will be considered prior to redundancy. However, in the unfortunate situation where the need for redundancy is identified, Council is committed to ensuring that any employee without a position as a result of redundancy will be provided with a competitive severance package and support.

Redundancy occurs when an employer decides that the employer no longer wishes the job the officer has been doing to be done by anyone and this is not due to the ordinary or customary turnover of labour.

Employees on fixed term contracts are not entitled to access redundancy provisions.

##### **8.4.1.PROCESS FOR REDUNDANCY**

The Council will, within a three (3) month period:

- Make every reasonable attempt to redeploy or appoint the employee to an alternative suitable position;
- Provide appropriate training in accordance with this agreement to assist the employee to carry out the duties of a redeployed or appointed position; or
- If redeployment or appointment to a position is not practicable, make a written offer of the involuntary retrenchment package to the employee concerned.

Counselling through Council's Employee Assistance Program may be provided to affected employees or to their work colleagues as deemed necessary.

##### **8.4.2.PERIOD OF NOTICE**

A minimum of eight (8) weeks notice shall be given to employees for involuntary redundancies, regardless of years of service.

Where redundancy is to occur, the employee will be provided with a letter confirming the conditions, a final payment document, statement of service and a settlement agreement to be signed by the employee.

During the period of notice, the employee will be kept informed of any suitable vacant positions to be advertised. The employee also shares the responsibility of identifying other suitable vacancies and seeking advice from their Manager or Human Resources about such roles.

##### **8.4.3. DISCUSSIONS BEFORE REDUNDANCY**

Where the Council has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and the decision may lead to termination of employment, Council shall hold discussions with the employees directly affected and, if they request, their relevant union representative.

The discussions shall take place as soon as practicable after the Council has made the decision, and discussions will include the reasons for the proposed terminations, any reasonable and practicable measures considered to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

For the purposes of the discussion the Council shall as soon as practicable provide in writing to the employees



concerned and, if they request, their relevant union representative: all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed, and the period over which the terminations are likely to be carried out, provided that Council shall not be required to disclose confidential information, the disclosure of which would be harmful to Council's interests.

#### **8.4.4. REDEPLOYMENT**

Council would ideally like to retain its employees and therefore would prefer the outcome of any redundancy situation to be redeployment to another suitable role. Council will consider any other roles of interest to the employee as a redeployment option, including their suitability to the role and any retraining required.

The employee will be offered or advised of any suitable redeployment options and it is the responsibility of the employee to advise their Manager of their interest within the timeframe provided.

Where the employee has not identified or been appointed to a suitable redeployment option within the notice period, their position will become redundant at the end of the notice period.

Where the employee accepts redeployment to a suitable alternate position at Council, the employee is not entitled to receive compensation for redundancy.

#### **8.4.5. TRANSFER TO OTHER DUTIES**

Where an employee is transferred to lower paid duties through redeployment, the employee is entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and Council, at its discretion, may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### **8.4.6. EFFECTIVE RETRAINING**

Where an employee is transferred to or offered a position in a different role requiring the application of different skills, knowledge and abilities, Council agrees to provide effective skills development and retraining to facilitate the immediate or ultimate appointment to the position offered.

#### **8.4.7. TIME OFF WORK DURING THE NOTICE PERIOD**

During the period of notice of termination given by Council, an employee is allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

The employee is required to provide as much notice as possible to their Supervisor/Manager of the intended appointment time.

Once the employee has used more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she may not receive payment for time absent.

#### **8.4.8. SEVERANCE PAY**

If, by the end of the notice period, a redeployment option has not been taken, severance payments will apply to eligible employees.

An employee whose employment is terminated is entitled to the amount of severance pay outlined in Clause 8.4.9 Involuntary Severance Pay Table. The payment shall be equal to the employee's current ordinary rate of pay, for each year of continuous service with Hinchinbrook Shire Council. A pro-rata amount shall be paid for each incomplete year of continuous service up to the final date of employment.

Payments made to "eligible casuals" as defined under the Award Streams A, B and C will be pro-rated according to the average hours worked over the period of continuous service.

The Council, subject to its approval, on an employee-by-employee basis, may be prepared to make an offer of voluntary redundancy to other employees of Council not subject to involuntary redundancy.

Payments in respect to voluntary redundancies shall be the greater of \$6500 or eight (8) weeks pay, in addition to the severance pay rates established in the table below for involuntary redundancies. An

employee who is offered voluntary redundancy must accept the offer within two (2) weeks of the offer being made, otherwise the offer will lapse.

#### **8.4.9. INVOLUNTARY SEVERANCE PAY TABLE**

<b>YEARS OF CONTINUOUS SERVICE</b>	<b>SEVERANCE PAY</b>
(completed)	(weeks pay*)
Less than 1 year	2
1 year and up to 2 years	4
2 years and up to 3 years	6
3 years and up to 4 years	8
4 years and up to 5 years	10
5 years and up to 10 years	$10 + [1.75 (\text{yrs of service} - 5)]$
10 years and up to 15 years	$18.75 + [1.5 (\text{yrs of service} - 10)]$
15 years and up to 20 years	$26.25 + [1.25 (\text{yrs of service} - 15)]$
20 years and over	$32.5 + [1 (\text{yrs of service} - 20)]$

For example, if an employee has 6.5 years continuous service, severance payment =  $10 + [1.75 (6.5-5)]$  weeks pay = 12.625 weeks pay. "Weeks pay," means the ordinary time rate of pay for the officer concerned.

In addition, any accrued annual leave, annual leave loading and long service leave is paid in accordance with legislation.

#### **8.4.10. TAXATION**

Bona fide redundancies will be taxed in accordance with relevant legislation. Employees are responsible for their personal taxation circumstances and are encouraged to seek independent financial advice in relation to any finalisation of employment payment.

#### **8.4.11. EMPLOYEE LEAVING DURING THE NOTICE PERIOD**

An employee whose employment is terminated for reasons set out in clause 8.4 hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer respondent until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### **8.4.12. ALTERNATIVE EMPLOYMENT**

Council, in a particular redundancy situation, may make application to the Industrial Relations Commission to have the general severance pay prescription varied if Council sources acceptable alternative employment for the employee.

Notwithstanding the provisions of the paragraph above where an employee whose position is no longer required in accordance with this clause, finds or is found suitable employment with another Local Government or Other Authority, prior to termination, the officer shall be ineligible for payment of severance pay.

#### **8.4.13. RECOGNITION OF PRIOR SERVICE**

For the purpose of calculating 'years of continuous service' to be applied in the calculation of severance payment, years of service will be taken to be that amount applicable in determining the employee's Long Service Leave entitlements. This arrangement then includes immediate prior service with other Queensland Local Governments.

#### **8.4.14. EXEMPTION FROM REDUNDANCY**

Redundancy provisions shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or in the case of casual employees, trainees, temporaries or employees engaged for a specific period of time or for a specified task or tasks.

#### **8.4.15. TRANSITION TO RETIREMENT**

Council wishes to provide support to employees seeking to transition to retirement. To achieve this, Council wants to work with employees to develop a retirement plan which supports a positive transition for both parties.

Subject to operational requirements, an employee and Council may enter into an agreement for the employee to work on a phased retirement arrangement.

This is to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and Council.

Transition to retirement arrangements may include but are not limited to the following:

- (i) Utilisation of accrued leave to maintain full time status wages while working part time hours without reduction in superannuation benefits.
- (ii) Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO's, TOIL, or leave without pay over an agreed period of time. For example, two (2) months' work, two (2) months leave in rotation.

Any such arrangements between Council and the employee will be reached through consultation and will be documented in writing confirming the agreed pattern of work required, which may include (as applicable), weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times. These arrangements through consultation may be varied by mutual agreement between the employee and HSC and any agreed amendments documented.

All leave entitlement balances accrued immediately prior to accepting a transition to retirement arrangement will be recognised at time of the arrangement. Where an employee has accrued excessive Annual leave as defined in Clause 7.2 the employee entering into the transition to retirement arrangement may retain the excessive leave balance until date of retirement unless otherwise elected. On commencement of the transition to retirement arrangement, all leave will then accrue in accordance with the relevant hours of work clauses within the Agreement and/ or applicable parent awards.

## **9. PART NINE MISCELLANEOUS**

### **9.1. CHRISTMAS SHUTDOWN PERIOD**

Council closes its business operations for a shut down period over Christmas and New Year, depending on operational needs, some departments are closed for longer. Only skeleton outdoor crews are required during this shut down period. A lot of factors are considered when allocating time for a shutdown period each year, therefore timeframes are determined on a year by year basis to ensure local weather conditions, productivity, overheads and the health and well being of employees is all taken into consideration.

Notification of the close down period will be provided ninety (90) days before the Christmas shut down period.

If a new employee has less than a full year's accrual of annual leave, the employee shall take annual leave only for the duration of leave that has been accrued at the time of commencement of the closedown. In this situation, an employee may save RDO's and TOIL toward this occasion.

### **9.2. UNION RELATED MATTERS**

#### **NEW EMPLOYEES**

Details of the relevant Union/s will be given to new employees during the induction process.

#### **UNION DELEGATES**

The Employer acknowledges that union and employee's representatives can play an important role within a workplace in supporting sound and harmonious employee's and industrial relations and assist in dispute resolutions.

The role of the employee representative shall not distract from their primary responsibility which is to do the job they are employed to do.

Employees and their representatives agree that issues in relation to employment of employees are covered by the Agreement shall be ideally addressed at their source by those involved and without undue involvement of those not directly involved. Unions shall inform the Human Resources (HR) Coordinator of the names and of any changes to the names and contact numbers of the appointed delegates so that these can be communicated to new employees on induction.

Appointed union delegates will be granted up to five (5) days paid leave in each of each calendar year (non-

cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.

Where an extended period of trade union training leave is applied for a particular employee (who has not expended their entitlement) and this is requested under exceptional circumstances by their union and if such training is designed to promote quantifiable good industrial relations and industrial efficiency within the workplace, then such request will be considered by the CEO or delegate.

#### **UNION DUES**

Where an employee makes a written request for their union due deductions to be made from their wages, the employer shall process this request and deduction in accordance with its payroll deduction processes.

#### **FACILITIES AND CONDITIONS**

The following facilities will be made available to the parties involved in any consultative forum set up in accordance with this Agreement:

- Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- Reasonable access to normal Council facilities such as, typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.
- Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement.

No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

#### **RIGHT OF ENTRY**

An authorised officer of a union partied to this agreement will have rights of access and entry to the premises of the Council in accordance with the provisions of the Queensland Industrial Relations Act 2016 and relevant Workplace Health & Safety Legislation.

#### **MEETINGS**

Employees will be granted reasonable time off with pay within working hours to attend meeting designed to improve workplace relations with the employees including union meetings, subject to the approval of the CEO.

## 9.3. SCHEDULE A

CERTIFIED AGREEMENT 2021  
SCHEDULE A

Stream A 72.5 hr fortnight	1% Increase Backpaid from 24/06/2020	1.5% Increase After Date of Certification	1.5% Increase 12 Months from Certification
L1 Y1	50802	51564	52337
L1 Y2	51748	52524	53312
L1 Y3	53068	53865	54672
L1 Y4	54485	55303	56132
L1 Y5	55905	56743	57594
L1 Y6	57340	58200	59073
L2 Y1	58817	59699	60595
L2 Y2	60277	61181	62099
L2 Y3	61736	62662	63602
L2 Y4	63223	64171	65134
L3 Y1	64794	65766	66752
L3 Y2	66418	67415	68426
L3 Y3	68048	69068	70104
L3 Y4	69676	70721	71782
L4 Y1	71308	72378	73463
L4 Y2	72961	74055	75166
L4 Y3	74665	75785	76922
L4 Y4	76369	77514	78677
L5 Y1	78070	79241	80429
L5 Y2	79774	80971	82185
L5 Y3	81476	82698	83939
L6 Y1	84315	85579	86863
L6 Y2	87154	88461	89788
L6 Y3	89991	91341	92711
L7 Y1	92831	94223	95637
L7 Y2	95668	97103	98560
L7 Y3	98508	99985	101485
L8 Y1	101912	103441	104992
L8 Y2	105320	106899	108503
L8 Y3	108724	110355	112010
L8 Y4	111924	113603	115307
L8 Y5	115116	116843	118595

## SCHEDULE A continued



CERTIFIED AGREEMENT 2021  
SCHEDULE A

Stream A FM 76 hr fortnight	1% Increase Backpaid from 24/06/2020	1.5% Increase After Date of Certification	1.5% Increase 12 Months from Certification
L1 Y1	53255	54054	54864
L1 Y2	54247	55061	55887
L1 Y3	55631	56465	57312
L1 Y4	57116	57973	58842
L1 Y5	58602	59481	60374
L1 Y6	60108	61010	61925
L2 Y1	61658	62583	63522
L2 Y2	63188	64136	65098
L2 Y3	64717	65687	66673
L2 Y4	66275	67270	68279
L3 Y1	67921	68940	69974
L3 Y2	69624	70668	71728
L3 Y3	71334	72404	73491
L3 Y4	73041	74136	75248
L4 Y1	74751	75873	77011
L4 Y2	76482	77629	78793
L4 Y3	78269	79443	80634
L4 Y4	80054	81255	82474
L5 Y1	81838	83065	84311
L5 Y2	83625	84879	86152
L5 Y3	85410	86692	87992
L6 Y1	88387	89713	91058
L6 Y2	91362	92732	94123
L6 Y3	94336	95751	97187
L7 Y1	97312	98772	100253
L7 Y2	100289	101794	103321
L7 Y3	103262	104811	106383
L8 Y1	106831	108434	110060
L8 Y2	110403	112059	113740
L8 Y3	113972	115681	117417
L8 Y4	117326	119086	120872
L8 Y5	120673	122483	124320

\* Stream A employees entitled to the Construction and Onsite Allowance in accordance with the applicable Award will have the allowance included in their wages for the purpose of calculation of their hourly rate of pay.

## 10. SIGNATORIES

Signed for and on behalf of **Hinchinbrook Shire Council**

**Name:** ...Kelvin Tytherleigh.....

**Signature:**.....

**Date:**...26.08.21.....

**Position Held:** Chief Executive Officer

In the presence of: **Witness Name:** ...Renaë Dolling..... **Witness Signature:** .....

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

**Name:** ...Stephen Baker.....

**Signature:**.....

**Position Held:** ...Queensland Secretary

In the presence of: **Witness Name:** Breanna Beattie. **Witness Signature:** .....



Signed for and on behalf of **The Association of Professional Engineers,  
Scientists and Managers, Australia, Queensland Branch, Union of Employees**

**Name:** ...Annalese Jack.....

**Signature:**.....

**Position Held:** ...Organiser....

07.09.21

In the presence of: ... **Witness Name:** Jessica Hensman **Witness Signature:** .....

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

**Name:** ...Rohan Webb.....

**Signature:**.....

**Position Held:** ...AMWU State Secretary QLD/NT .

18.08.21

In the presence of: ... **Witness Name:** ...Melissa McAllister    **Witness Signature:** .....

Signed for and on behalf of the **Plumbers & Gasfitters Employees' Union Queensland,**  
**Union of Employees.**

**Name:** ...Gary O'Halloran.....

**Signature:**.....

**Position Held:** ...State Secretary.

In the presence of: ... **Witness Name:** ...Shari Charrubtion    **Witness Signature:** .....

Signed for and on behalf of the **Queensland Services, Industrial Union of Employees.**

**Name:** ...Neil Henderson.....

**Signature:**.....

**Position Held:** ...Secretary.....

In the presence of: **Witness Name:** ...Michelle Robertson **Witness Signature:** .....



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*Leading the way*