

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Douglas Shire Council

AND

The Australian Workers' Union of Employees, Queensland

**The Construction, Forestry, Mining and Energy, Industrial Union of Employees,
Queensland**

Queensland Services, Industrial Union of Employees

**The Automotive, Food, Metals, Engineering, Printing and Kindred Industries,
Industrial Union of Employees, Queensland, Australian Manufacturing Workers Union**

The Electrical Trades Union of Employees of Australia, Queensland Branch

**The Plumbers Gasfitters Employees Union of Australia, Queensland Branch,
Union of Employees**

United Voice, Industrial Union of Employees, Queensland

Professionals Australia

(Matter No. CB/2021/9)

DOUGLAS SHIRE COUNCIL CERTIFIED AGREEMENT 2020

Certificate of Approval

On 22 April 2021, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **DOUGLAS SHIRE COUNCIL CERTIFIED AGREEMENT 2020**

Parties to the Agreement:

- Douglas Shire Council;
- The Australian Workers' Union of Employees, Queensland;
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
- Queensland Services, Industrial Union of Employees;
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland, Australian Manufacturing Workers Union;
- The Electrical Trades Union of Employees of Australia, Queensland Branch;

- The Plumbers Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees;
- United Voice, Industrial Union of Employees, Queensland; and
- Professionals Australia.

Operative Date: 22 April 2021

Nominal Expiry Date: 23 April 2024

By the Commission

R.D.H. McLennan
Industrial Commissioner
22 April 2021



Douglas Shire Council Certified Agreement 2020

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Part 1 Application and Operation

1 Title

- (1) This Agreement shall be known as the Douglas Shire Council Certified Agreement 2020.

2 Definitions and Abbreviations

- (1) The following generic definitions apply to this Agreement and have the following meanings.

Act	<i>Industrial Relations Act 2016</i> (Qld).
Affected employee	Any employee whose employment conditions are affected by any workplace change (e.g., redundancy, WFA)
Awards	<i>Queensland Local Government Industry (Stream A) Award – State 2017</i> (Stream A Award); <i>Queensland Local Government Industry (Stream B) Award – State 2017</i> (Stream B Award); <i>Queensland Local Government Industry (Stream C) Award – State 2017</i> (Stream C Award).
Business Transition	Trade, process, business or occupation including any part of such business and “transmission” includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.
CEO/Delegate	The Chief Executive Officer (CEO) or a Manager who has been delegated the relevant responsibility by the CEO.
Commission	The Queensland Industrial Relations Commission (QIRC).
Consult	To have regard to the other parties interests in making plans, to consider input and provide deliberated feedback.
Consultation	The exchange of information by the parties and employees that enables all the participants to genuinely contribute to the decision-making process, taking into consideration all relevant views of the participants.
Contractor	Anyone who operates their own business or engages independently in a profession or trade either with or without employees and provides a service to Council for a specified period of time.
Council	Douglas Shire Council.
Dependent	A person who is a dependent spouse, dependent de facto spouse or dependent child of an employee.
Emergency Work	A sudden, unexpected occurrence involving a clear and imminent danger, requiring immediate action to prevent or mitigate loss of, or damage to life, health, property or essential public/Council services.
Employee/s	Unless the context otherwise requires, where this term is used in this Agreement, it refers to all employees who are subject to the Awards listed in clause 5(2) of this Agreement.

Employment	Employee can be employed on a full-time, part-time, casual or maximum term basis.
Family and Domestic Violence	Means employee is exposed to violent, threatening or other abusive behaviour by a family member that seeks to coerce or control the employee and that causes them harm or to be fearful.
Flexible Working Hours Arrangement (FWHA)	In reference to clause 43 for a variation to an employee's start and finish times by agreement.
Flex Time Leave Working Arrangement (FTL)	Leave that is taken by agreement for time worked that is not TOIL, refer to clause 44 of this Agreement.
Immediate Family or Household	Includes all of the following: <ul style="list-style-type: none"> a. Employee's spouse, including a former spouse, a defacto spouse or former defacto spouse, (including a spouse of the same sex as the employee); and b. A child, ex-nuptial child, step-child, adopted child, ex-foster child of the employee or employees' spouse; and c. Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse (such as the employee's mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law); and d. Step-father, step-mother, (also big uncle or big aunt of an indigenous employee) half-brother, half-sister, step-brother and step-sister of the employee; and e. Those who permanently live in the employee's household; and f. A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
Labour Hire	The provision of outsourced skilled and unskilled workers hired by Council for short or long term positions. Labour Hire workers are employed by an external labour hire organisation, not Council to whom they provide labour on a hire period basis.
Workplace Flexibility Agreement (WFA)	A workplace agreement affecting a specific workplace area or group of employees within Council, refer to clause 41.
Mutual Agreement	An agreement in writing between the Council and employee (including any relevant Union where required).
No-disadvantage Test	As defined in accordance with the <i>Industrial Relations Act 2016</i> (Qld).
Personal Leave	Only includes Sick Leave and Carers Leave.
Personal Protective Equipment (PPE)	Means clothing or equipment required to be worn by an employee to protect them from the risks of illness or injury arising in the workplace.

Productivity	The efficiencies with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include: a. The provision of the same level and quality of services at a lesser input; b. The provision of a greater level of customer service at the same or lesser input; c. New sources of income, offsets and partnerships; d. The development of a capacity to provide increased services in those work teams where growth is occurring; e. Updated technology; f. Any agreed combination of the above.
Reconciliation Action Plan	A plan adopted by Council that supports, nurtures and strengthens the development of respectful, productive and meaningful relationships between Aboriginal and Torres Strait Islander and non-Indigenous peoples.
Significant Effect/s	Include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
This Agreement	Douglas Shire Council Certified Agreement 2020 (hereinafter referred to as the Agreement).
Time off in Lieu (TOIL)	Time off in lieu for approved overtime. Referred to under Council's electronic payroll system as "Leave in Lieu."
Unpleasant Working Conditions (UPC)	Refers to clause 92 and Schedule 9 Unpleasant Conditions Allowance (UPC).
Work Team	A group of employees who work collectively together for a common purpose and who may or may not be based in one physical location.

3 Parties Bound and Coverage

- (1) This Agreement shall be binding on the "Parties" being Douglas Shire Council, (hereinafter referred to as the "Council"), current and future employees of the Council employed under the Agreement and the Unions Parties detailed below.

Australian Workers Union of Employees, Queensland (AWU);

The Construction, Forestry Mining and Energy, Industrial Union of Employees, Queensland (CFMEU);

Queensland Services, Industrial Union of Employees (TSU);

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, Australian Manufacturing Workers Union (AMWU);

The Electrical Trades Union of Employees of Australia, Queensland Branch (ETU);

The Plumbers Gasfitters Employees Union of Australia, Queensland Branch,

Union of Employees (PGEU);
United Voice, Industrial Union of Employees, Queensland; and
Professionals Australia.

- (2) This Agreement shall apply to Council and all its employees under the *Queensland Local Government Industry (Stream A) Award – State 2017*, the *Queensland Local Government Industry (Stream B) Award – State 2017*, *Queensland Local Government Industry (Stream C) Award – State 2017* (Awards). This Agreement excludes Senior Officers in accordance with Division 1, Part 1, Section 4 of the *Queensland Local Government Industry (Stream A) Award – State 2017*.

4 Acknowledgment of Country

- (1) The parties to this Agreement acknowledge the Traditional Owners on whose land we have met to develop this Agreement and pay respect to their elders, both past, present and emerging.

5 Award Relationship

- (1) This Agreement shall be read and interpreted wholly in conjunction with the terms of the parent Awards listed below as they stood as at the certification date of this Agreement. Provided that where there is any inconsistency between the expressed terms of this Agreement and the terms of the parent Awards listed below as they stood as at the date of certification of this Agreement, the expressed terms of this Agreement shall take precedence to the extent of the inconsistency.
- (2) The parent Awards include:
- Queensland Local Government Industry (Stream A) Award – State 2017*;
 - Queensland Local Government Industry (Stream B) Award – State 2017*;
 - Queensland Local Government Industry (Stream C) Award – State 2017*; and
 - Order - Apprentices' and Trainee Wages and Conditions* (excluding Certain Queensland Government Entities).
- (3) To avoid doubt, should there be changes to the parent Awards listed above, it is the intention of the parties that such changes shall not affect the terms of this Agreement. However the parties commit to discussing transitional arrangements for any subsequent certified Agreement should there be changes to the parent Awards listed above during the life of this Agreement.

6 Operative Date and Duration

- (1) This Agreement shall commence operation from the date of certification of the Agreement by the QIRC, and remain in force until three (3) years after the date of such certification.

7 Access to Agreement

- (1) A copy of this Agreement shall be exhibited in a convenient location (e.g. Council's intranet) and in the workplace/s of Council so as to be readily accessible by all employees.
- (2) A link to this Agreement, as is held on the QIRC website, and referenced in position offers to preferred employees.

8 No Extra Claims

- (1) The parties to this Agreement agree that this Agreement represents 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 agree that they will not seek any further claim/s for any industrial matter/s relating to wages or conditions except where consistent with a State Wage Case decision where Allowances are varied.

9 Single Bargaining Unit

- (1) For the purpose of negotiating a future Agreement for Council, a Single Bargaining Unit will be established six months prior to the expiry of this Agreement and will consist of:
 - The CEO or Acting CEO;
 - Three (3) management representatives;
 - One (1) Union organiser from each of the Unions listed in clause 3(1) of this Agreement;
 - One (1) TSU lead negotiator;
 - Two (2) TSU delegates;
 - Two (2) AWU delegates; and
 - One (1) Union delegate from each of the Unions listed in clause 3(1) of this Agreement.
- (2) Additional employees, Union representatives or management representatives may attend the SBU to advise the SBU members on any issue subject to discussion. The SBU Chair must be advised in writing, seven (7) days in advance of the meeting of the proposed additional representative/s to attend, and of the matter proposed to be discussed.

10 Renewal and Replacement of Agreement

- (1) The Parties agree that negotiations for the next Certified Agreement are to commence no later than six (6) months before the expiry date of this Agreement.

Part 2 Purpose and Commitment to the Agreement

11 Purpose

- (1) The purpose of this Agreement is to provide a framework for management, employees and unions to work together towards improving service delivery to our community, maximising productivity and providing a safe workplace.

12 Commitment to Agreement

- (1) All parties to this Agreement are committed to:
 - a. support a productive, competitive and inclusive workplace that promotes workforce diversity in acknowledging individual differences in people that arise from a range of backgrounds and lifestyles and recognising the value of these perspectives and ideas enhance the quality and outcomes of work;
 - b. provide high-performing, apolitical public service in a professional and non-partisan way that reflects *The Way We Work Values* being:
 - i. *Teamwork*: We will work effectively and efficiently together to solve problems across the organisation and to achieve the Corporate Goals;
 - ii. *Honesty*: We will conduct ourselves in an open and transparent manner with the highest level of integrity;

- iii. *Fairness*: We will uphold the Local Government Principles and provide consistency in all facets of Council's business; and
- iv. *Respect*: We will deliver services with due consideration to the needs of our diverse communities, people, environment and culture;
- c. support and facilitate security in employment and consultation about employment matters, technological change and organisational change;
- d. provide a fair and equitable workplace;
- e. provide productive and cooperative workplace relations that are fair and balanced including recognising mutual obligations of trust and confidence in the employment relationship;
- f. consult significant changes, support negotiations and seek to resolve industrial disputes in good faith;
- g. prevent and eliminate discrimination, bullying and other unfair treatment in employment;
- h. promote diversity and inclusion in the workforce, including by providing a right for employees to request flexible working arrangements to help balance their work and family responsibilities;
- i. support employees experiencing domestic and family violence, and employees assisting others experiencing domestic and family violence, by conferring leave entitlements and protection from discrimination;
- j. support employees (and immediate members of their family) experiencing mental health issues;
- k. encourage fairness and representation at work, and the prevention of discrimination, by recognising the right to freedom of association, the right to organise and the right to be represented;
- l. encourage representation of employees and employers by organisations that are registered under the *Industrial Relations Act 2016*;
- m. be responsive to emerging labour market trends and work patterns; and
- n. treat all parties with respect in industrial relation matters.

13 Anticipated Outcomes of This Agreement

- (1) Establish and maintain standards of professional behaviour that attract and retain talented and engaged people through the delivery of a comprehensive range of learning and development opportunities, embedding a work health and safety focus in all aspects of operations, providing supportive and flexible work arrangements that enable employees to balance their family, life and work commitments, including the promotion of safe workplaces for all and developing an inclusive and collaborative approach at all levels of the Douglas Shire Council.
- (2) Ensure Council remains a quality and attractive employer of choice, supporting local businesses in Council initiatives.
- (3) Continue to invest in the Council workforce through:
 - a. Developing the capability of employees;
 - b. Investing in local employment through cadetships, traineeships and opportunities for young and disadvantaged community members;
 - c. Supporting Council's local Reconciliation Action Plan and respect for Indigenous Peoples;

- d. Progressing toward a strong values-based performance culture, focused on team productivity and individual performance;
 - e. Providing cost effective services to the community that focus employment on quality services that are value for money for the community;
 - f. Providing certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement;
 - g. Valuing employees, creating a safe place to work, attracting, rewarding, retaining and developing skills;
 - h. Engaging with employees and helping them through change;
 - i. Creating local opportunities through employment and support to local businesses;
 - j. Optimising and integrating Council's information technology/systems to support customer service, interactions and service provisions; and
 - k. Providing the time, resources, processes and people for the above to occur.
- (4) Continue to introduce work practices, job redesign and working arrangements whereby any skill can be used, provided the employee is competent to perform such skill and it is legal, safe and practical to do so. The Parties agree that work will be performed limited only by the following:-
- a. the employee possessing any required licence or certificate;
 - b. an employee's competence to perform such work;
 - c. that the work can be performed safely, having regard to the individual and the organisation as a whole; and
 - d. all employees with certified training and work experience will undertake their main tasks and other tasks which are incidental, peripheral, practical and appropriate to their main tasks.

Part 3 Positive Relationships and Right to Consultation

14 Positive Workplace Relations

- (1) This Agreement recognises the concept of "Freedom of Association" and the employee's right to be represented by the industrial organisations party to this Agreement and by their Accredited Union Representative.
- (2) An authorised officer of any Union who is a party to this Agreement will have the right of access and entry to the premises of the Council with appropriate notice for the following purposes:
 - a. Meeting with workplace delegates;
 - b. Meeting with members of staff;
 - c. Meeting with relevant management teams on matters associated with this Agreement or current industrial workplace issues; and
 - d. To conduct Union business matters or matters incidental to Union business including Workplace Health and Safety.
- (3) Council will provide all new employees:

- a. An introduction to the workplace delegate on the first day of entry where possible or as soon as thereafter to the workplace induction by the relevant manager/supervisor/team leader;
 - b. Access to this Agreement (as per clause 7); and
 - c. As soon as is practicable after the commencement of their employment participation in Council's formal induction program which includes delegate provided advice on the relevant Union.
- (4) Council will provide Unions and their delegates with:
- a. The right to attend formal Council employee induction presentations and induction retraining presentations;
 - b. Details of the dates, time and location of the inductions with reasonable notice; and
 - c. Allow Union delegates adequate time and agreed resources, inclusive of meeting rooms, during normal hours to attend to legitimate Union business, provided that such time shall be arranged with the Union delegate's supervisor.

15 Joint Consultative Committee (JCC)

- (1) The JCC will act as a consultative body in relation to workplace issues and proposed Human Resource (HR) policy development, amendment and implementation. The JCC will meet at least quarterly and at other intervals as necessary and mutually agreed by the parties. The JCC will be a single Joint Consultative Committee to facilitate consultation and negotiation between Council and Union parties; and to implement the Agreement.
- (2) The JCC will comprise representatives of management, a Union organiser from each Union covered by this Agreement and Union delegates representing each Union's membership within Council. The JCC is the primary Council consultative body in relation to workplace reform and other strategic employee relations issues.
- (3) An employee who is a member of the JCC will be allowed reasonable time off during working hours for the conduct of any representative functions. The employee must discuss the need to leave their work area with their supervisor before doing so. For the purposes of assisting JCC in carrying out its function under this Agreement, Council will provide the employees on JCC with reasonable use of Council provided email and other resources necessary to fulfil their duties in accordance with Council policies and protocols. To inform members of JCC in respect to the views of staff, Council will ensure that employees have reasonable use of meeting rooms, telephones and networked computer access.
- (4) The term of the JCC will expire upon formation of a Single Bargaining Unit (SBU) for the purpose of negotiating a future Certified Agreement prior to the expiry of this Agreement. From that point in time the SBU in addition to negotiating a future Agreement will carry out the consultative functions performed previously by the JCC until such time as the future Agreement is certified.
- (5) Responsibilities will include:
 - a. Providing leadership and consultation on strategic employment matters across Council, and other acceptable matters as they arise;
 - b. Providing relevant information, statistics and reports relevant to the matters being considered;
 - c. Facilitate a culture of continuous improvement that is employee focused, based on evidence and best practice;

- d. Foster a collaborative approach with all relevant stakeholders;
- e. Model appropriately a 'No Blame' culture;
- f. The application of Risk Management processes to aid decision making by identifying priorities and allocating resources as appropriate to reduce the exposure and/or to maximise potential opportunities;
- g. Improved organisational and Union communication and transparency where responsibility for safety and continual improvement permeates all levels of the organisation, with clearly understood reporting and accountability;
- h. Explore and discuss initiatives for improving the quality employment practices across Council;
- i. Review and discuss significant changes to existing and/or new Human Resource related Administration Instructions and Policies;
- j. With respect to grievances or disputes raised within JCC meetings these will be managed in accordance with Clause 20 – Grievance / Dispute Settlement Procedure, of this Agreement; and
- k. A standing agenda item will include the provision, by Council to the JCC, of a written quarterly report of the organisation's employment numbers as at that quarter, for discussion. The report will provide a break-down of the employment numbers per department/team and the categories of employment within Council i.e. full-time, part-time, casual, temporary and contract. The report will also identify the number of vacant positions including position titles.

16 Consultation Process – Significant effect on Employees

- (1) Council is committed to open discussion and direct consultation (as defined in clause 2(1)), equally with employees and the Unions about workplace issues that have significant effects on them, Council's key structured mechanisms for employee communication and consultation include, but is not limited to the JCC.
- (2) General communication with employees and Union delegates will be through department or work team group meetings, newsletters and the intranet for direct employee feedback.
- (3) Industrial matters impacting on employment terms and conditions will be communicated via the most appropriate mechanism(s) which will be influenced by the nature and scale of the matter or proposed changes.
- (4) Where Council is considering implementing changes that are likely to have significant effect(s) on employees covered by this Agreement, Council will consult the affected employees, their nominated representative and the relevant Unions of the proposed change as soon as practicable and prior to a decision being made, whereby:
 - a. Council will identify the likely significant effects on those employees; and
 - b. Council will explain the rationale and intended benefits of any such change, provided that Council shall not be required to disclose confidential information the disclosure of which would be contrary to Council's interests.
- (5) Council will regularly consult with affected employees, their nominated representatives and relevant Unions and give prompt consideration to matters raised by the employees or their representatives and where appropriate provide training for the employees to assist them to adapt to the relevant changes.
- (6) Employees or their representatives and relevant unions may submit alternative proposals to meet the indicated rationale and benefits of the proposal. Such

alternative proposals must be submitted in a timely manner so as to not to lead to an unreasonable delay in the introduction of any contemplated change.

- (7) Where such a proposal under clause 16(6) is made, Council must, give genuine consideration to the employees, their representatives or relevant Unions proposal, and provide a written explanation where Council does not accept the alternative proposal.
- (8) Where a business decision is made by Council to implement structural, operational or technological changes which does not result in a significant effect, the consultation requirements of this clause will not apply. In any such instances all parties will be treated with respect and fairness.
- (9) All consultation will be discussed in a spirit of cooperation and trust to ensure that employees and the Unions have an opportunity to raise workplace issues, to receive sufficient information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making. Council will use a variety of mechanisms to communicate and consult with employees and the Unions on workplaces issues.

17 Consultation Process – New Plant, Equipment and Vehicles

- (1) The Parties acknowledge that the acquisition of new plant, equipment or vehicles that is used by those employees who perform their work wholly or mainly in the outdoors, is a combined responsibility of all managers, supervisors and operators, whereby:
 - a. Before the tender process is entered into for the acquisition of new plant, equipment or vehicles that is to be used by those employees who perform their work wholly or mainly in the outdoors, there is to be consultation to ensure that the proposed tender specification is in accordance with the needs of all managers, supervisors and operators. To progress the consultative process, the following procedures will apply:
 - i. consultation is to occur prior to commencement of any tender or specification action;
 - ii. consultation is to take place between Douglas Fleet and the relevant managers, team leaders, operators and gangers who will be involved in the use, storage or maintenance of any proposed plant, equipment or vehicle; and
 - iii. the consultation will include a written survey issued to each of the relevant managers, team leaders, operators and gangers who will be involved in the use, storage or maintenance of any proposed plant, equipment or vehicle; and
 - b. Council agrees to invite for and consider submissions from all managers, supervisors and operators with regard to requests for the purchase of plant and equipment in time for inclusion within the Council's forthcoming budget.

Part 4 Code of Conduct

18 Employee Responsibilities

- (1) All employees will be bound by the *Local Government Act 2009* in respect to code of conduct.

- (2) Council's Human Resources Policies and Administrative Instructions (AI) relevant to employees are listed in Schedule 12 of this Agreement, available on Council's intranet and available at all Council's depots. These Policies and Administrative Instructions will not form part of the employee's contract of employment. They are for information purposes only.
- (3) Any substantive changes or adoption of new Human Resources policies relevant to employees must undergo a consultation with the JCC and employees (and the relevant Unions where applicable) prior to adoption.

19 Responsible Use of Social Media

- (1) Council recognises the value in using social media and its official website to build relationships with customers, communities and relevant stakeholders.
- (2) The People and Community Services Department including the Media and Communications team is responsible for managing Council's online presence.
- (3) Council employees must not discuss Council policy, practice, decisions or any other Council matters on social media. In particular:
 - a. Individuals are still bound by the Code of Conduct for Employees whilst in their personal time, and are not to make comment that may bring the Council into disrepute. Disrepute means any conduct, statement or appearance in public that is damaging to Council's reputation;
 - b. Individuals are not to compromise confidential information obtained via your engagement with Council. Online content is effectively permanent and may be replicated and "shared" many times to people who were not the original intended recipients. Online information is the fastest available method of sharing information. Comments posted online are available immediately to a large audience. If an employee has administrative rights over the access of an official Council social media site the employee must hand this account over if they separate from Council; and
 - c. All staff must partake in Councils required Social Media training.

Part 5 Grievance Procedure

20 Grievance / Dispute Settlement Procedure

20a Prevention and settlement of disputes – Certified Agreement matters

- (1) The objective of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the grievance/dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance/dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - a. the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor

in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

- b. if the matter is not resolved as per clause 20(3)(a), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should no extend beyond 7 days;
 - c. if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
 - d. if the matter is not resolved then it may be referred by either party to the Commission.
- (4) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

Example: the employee has a grievance regarding their start and finish time so they would refer to clause 20a as this is a Certified Agreement matter.

20b Prevention and settlement of employee grievances and disputes – other than Certified Agreement matters

- (1) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (2) The following procedure applies to all industrial matters within the meaning of the Act:
 - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that and employee may exercise the right to consult such employee's representative during the course of Stage 1.
 - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
 - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- (3) The employer shall ensure that:
 - a. the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - b. the grievance shall be investigated in a thorough, fair and impartial manner.
- (4) The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (5) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee

initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

- (6) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

- (7) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (8) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (9) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

Example: the employee has a grievance regarding sexual harassment so they would refer to clause 20b as this is a matter not covered by the Certified Agreement.

Part 6 Employment Engagement and Types

21 Employment Engagement

- (1) At the time of engagement, Council will provide a letter of offer which will include the number of ordinary hours to be worked per week and this will be specified in the employee's contract of employment with Council.
- (2) The agreed number of ordinary hours per week may only be amended by mutual agreement, after reasonable notice, and will be recorded in writing.
- (3) Any amendment to the normal weekly pattern of work will be by agreement with the employee/s directly affected after reasonable notice is given.
- (4) Payroll information will be provided in Induction information fact sheets for new and existing employees on details of how and when to apply for allowances.

22 Position Classifications

- (1) Employees will be classified in accordance with the definitions contained in the relevant Award as listed in clause 5(2) of this Agreement. To maintain impartiality all job classifications shall be conducted by at least two independent Council officers, trained in the evaluation process.
- (2) The classification structure for employees under this Agreement will be as per the Awards:
- a. *Queensland Local Government Industry (Stream A) Award – State 2017;*
 - b. *Queensland Local Government Industry (Stream B) Award – State 2017;*
 - c. *Queensland Local Government Industry (Stream C) Award – State 2017; and*

- d. *Order - Apprentices' and Trainee Wages and Conditions (excluding Certain Queensland Government Entities).*
- (3) Position descriptions shall be used as the primary source of classifying positions. The Council will continue to provide to each employee a position description, which clearly and accurately identifies as a minimum:
 - a. The requirements of the job;
 - b. The skills, knowledge, experience, qualifications and/or training required;
 - c. The responsibility level of the position;
 - d. The organisational relationship of the position; and
 - e. The accountability/extent of authority of the position.
- (4) The following classification and reclassification process will apply to all employees:
 - a. An agreed Position Description shall be designated for every position and verified by the individual occupant of the position and the delegated manager;
 - b. Copies of the current agreed position description shall be provided to the incumbent employee and the Manager People and Community Services; and
 - c. The position description shall be reviewed and agreed upon between the employee and the supervisor annually as part of Council's Personal Review and Development Plan process and in the event of any significant changes to the position description becoming necessary, the classification of the position shall be reviewed.
- (5) Submissions for reclassification of positions may be submitted at any time, provided it is approved by the relevant manager that appropriate grounds exist, such as a substantial change or restructuring of the position. Generally a position may be reviewed for reclassification if the duties, responsibilities and/or skills required to perform the role have increased substantially: require greater complexity or have significantly changed or where organisational change has resulted in a restructure of the position.
- (6) Where a position is formally reviewed the incumbent's manager shall be advised of the outcome of this review within a 6 weeks timeframe. The manager will then be responsible for advising the incumbent of the classification result within 5 (five) working days of the result.
- (7) An employee who is incumbent in a position that has been classified may dispute the classification determined by Council. Any disputes that are initiated regarding a classification shall be dealt with in accordance with grievance procedures contained in this Agreement. A copy and explanation of the review will be provided to the employee upon request.
- (8) Where the review has resulted in an increase to the classification and the incumbent has been performing the duties within the reclassified position description the Manager People and Community Services, in consultation with the relevant manager, will make an assessment as to the eligibility for back pay and where it is agreed, the requirement for back pay exists, such payment will be made.

23 Full Time Employment

- (1) A full-time employee is one who is engaged to work an average of 36.25 or 38 ordinary hours per week.

24 Part Time Work

- (1) Part-time employees are those who work less than full-time hours.

- (2) The minimum shift for a part-time employee is 3 hours.
- (3) Part time employees receive, on a pro-rata basis, equivalent pay and conditions to those of full-time permanent employees who do the same kind of work.
- (4) Part-time employment can include job sharing; where two employees undertake the work of the equivalent of one (1) position on a part-time basis i.e. two part-time positions equalling the equivalent of one (1) full-time role. Job sharing can only occur with the agreement of Council and the two employees concerned.
- (5) A part-time employee who works in excess of their rostered ordinary hours will be paid for all such excess hours worked in accordance with overtime as provided in the relevant Award.

25 Casual Employment

- (1) A Casual employee will be subject to the terms and conditions as provided for in the relevant Award.

26 Maximum Term Employment

- (1) In order to encourage the engagement of employees on a permanent basis over other forms of employment, the Council will ensure that maximum term employees will be notified at the point of engagement of the start date and completion date of their appointment.
- (2) Maximum term employees will only be used in situations where it is:-
 - a. For short-term engagement (less than 12 months) for the purposes of leave relief; or
 - b. For emergent circumstances where other forms of employment are impracticable, including, but not limited to, extended periods of personal leave, workers compensation or family leave; or
 - c. For project work or short-term funded positions.

Part 7 Employment: Use of Contractors and Labour Hire

27 Use of Contractors

- (1) Council commits to maintaining as a first priority a fully utilised, permanent day workforce which may be supplemented from time to time with external contractors where particular skill sets are not available within Council's workforce, or where it is in the public interest to do so. In the ongoing use of contractors that are engaged by Council, from the date of certification the safety requirements as applied to Council's employees will be implemented through the continuous improvement of contract processes and tender specifications.

28 Use of Casual Labour Hire

- (1) Contract casual labour will be engaged directly and/or through an external labour provider, for situations where Council considers permanent employment is not appropriate. Such situations may include, but are not limited to backfilling personal leave or long-term absences, or during periods of peak demand on Council services.
- (2) Council will, through contractual arrangements, require directly contracted casuals or casual labour hire staff through an external labour provider to comply with Council's work requirements inclusive of the quality of WH&S standards and personal protective equipment standards.

- (3) In engaging directly contracted casuals or through an external labour provider firm, Council will have a formal agreement that the directly contracted casuals or employees of the labour hire firm shall be paid at a rate at least equal to the wages provided under this Agreement.

Part 8 Position Advertisements and Secondments

29 Internal Advertising of Vacant Positions

- (1) In the first instance for any position below a Manager's position the position will be advertised internally and the position advice will be made available to all current Council employees at the time the advertisement is published and before the application closure date occurs. In the circumstances where there are no suitably skilled or qualified employees (or could rapidly acquire the requisite skills and qualifications) or where the internal advertising has not provided a sufficient pool of candidates Council will then extend the internal vacancy for five (5) business days to any contract and labour hire employees who are engaged with Council at the time the initial advertisement is published.

30 Secondments

- (1) A Secondment is where an employee may be placed temporarily in a position at the same or higher level where the employee meets the requirements of the position.
- (2) Secondments will enable employees to develop new, or enhance their existing competencies, and enable Council to utilise an employee's unique knowledge and skills. Secondments will take place by mutual agreement between the employee, the employee's substantive manager and the manager of the area seeking the secondment. The secondment arrangement shall be documented in a written agreement between the employee and the department sponsoring the secondment.
 - a. Secondments for 3 months or more must be advertised through an Expressions of Interest process within the organisation.
 - b. A manager has the ability, in consultation with the department or team staff members and if necessary, other managers, to temporarily second staff to best meet customer demand and/or service outcomes.
- (3) A secondment cannot be for more than 18 months.
- (4) A secondment may be to an internal position or to an external organisation and any secondment to an external organisation shall be treated as leave without pay and will not constitute a break in service for the purposes of calculating long service leave.
- (5) On completion of a secondment, the permanent employee will return to their substantive position and level.

Part 9 Employment Security

31 Employment Security / Voluntary Redundancy

- (1) Council is committed to continually improving the job security of all employees, and maintaining a stable and productive workforce. Council commits to employment security by:
 - a. Training and educating employees and providing retraining where appropriate;

- b. Career development and equal opportunity; and
 - c. Timely advice to the Parties and employees about any significant re-allocation of labour.
- (2) The Council continuing to manage its workforce to achieve efficiencies and continuous improvement of work practices.
- (3) Council is committed to employment security for its employees through no forced redundancies. Council will not forcibly retrench any employee for the duration of this Agreement. While it is acknowledged that positions may be restructured as a result of organisational and technological change, this will be managed in the first instance through natural attrition, redeployment/retraining, job redesign, and then voluntary redundancy only as a last resort.
- (4) The objectives of this clause are:
 - a. to maintain, where possible, employees whose positions have become redundant in continued employment within Council;
 - b. to retrain such employees where necessary;
 - c. to set the minimum voluntary redundancy compensation to be paid to employees who accept a voluntary redundancy when offered; and
 - d. to assist employees to find employment outside the service of Council.
- (5) Where it appears that a position or positions are likely to become redundant the Council shall, at the earliest practicable time, commence consultation per clause 16 of this Agreement.
- (6) In addition to clause 16(4) the following will be provided to the Union/s:
 - a. the reasons for the position or positions being redundant;
 - b. the number, classification, location and details of the redundant position or positions; and
 - c. presentation of an organisation plan of the work team concerned.
- (7) Consultation with the Union/s shall include:
 - a. the method of identifying positions as redundant, having regard to the efficient and economical working of the enterprise; and
 - b. advice and the timing of the advice to employees.
- (8) This clause shall not apply in any of the following circumstances:
 - a. where an employee terminated employment before the expiration of the period of notice without prior approval of the Council, which approval shall not be unreasonably withheld; or
 - b. where an employee suffers a permanent injury or illness which renders that employee otherwise incapable of continuing in employment; or
 - c. where an employee's services are terminated by reason of neglect of duty or misconduct; or
 - d. where an employee has been engaged in a casual capacity or on a maximum term basis; or
 - e. where an employee has not been engaged for a continuous period of a least 12 months.
- (9) The Council shall endeavour to find suitable alternative employment within the Council for all employees. All such employees shall be individually interviewed to determine what options may exist for their retraining by Council.

- (10) Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months, or until the rate for the lower classification exceeds the actual rate, whichever is the earlier.
- (11) Upon a determination by the Council that an employee's position has become redundant and redeployment cannot be achieved, such employee shall be offered a voluntary redundancy.
- (12) The minimum voluntary redundancy payment is to consist of, the period of notice of termination as prescribed by the relevant Award and two (2) weeks per year of continuous service or part thereof with a maximum of fifty two (52) weeks applying. The employee must receive as a minimum voluntary redundancy payment, an amount equal to the employee's salary for four (4) weeks.
- (13) Eligible employees are those for whom:
 - a. suitable alternative employment cannot be found; and
 - b. who have at least one (1) year's continuous service.
- (14) Compensation by way of voluntary redundancy benefit is compensation for loss of job security and it is not a resignation benefit.
- (15) Providing each case has the prior approval of the employee's supervisor, reasonable leave with pay shall be granted for the purpose of attending personal employment interviews. This paragraph only applies to employees who accept a voluntary redundancy offer.

Part 10 Employee Wellness

32 Health and Wellbeing Commitment

- (1) Council will continue to demonstrate its commitment to safe work practices and support employee's wellbeing through:
 - a. Developing and implementing a Human Resources Strategy that benefit both employees and the business;
 - b. Applying health and wellbeing initiatives in the workplace such as blood testing and monitoring for high risk employees, fitness card access, wellbeing education sessions and health incentives;
 - c. Understanding and recognition of mental health and psychosocial factors of all employees and focus on proactive actions to support employees experiencing mental health conditions;
 - d. Monitoring and improving access to work and life policies and practices, for the benefit of both employees and the business;
 - e. Education through relevant Tool Box sessions and external presenters to support health and wellbeing in the workplace and at home; and
 - f. Providing training to supervisors and employees to better support people experiencing Domestic and Family Violence.

33 Domestic and Family Violence

- (1) All parties to this Agreement acknowledge the impacts of Domestic and Family Violence on our community and at our workplace and are committed to providing

appropriate safety and support measures to those employees affected by domestic and family violence. All employees are to be provided with domestic violence awareness training upon commencement of employment and refresher training will be undertaken on an annual basis.

- (2) Council commits to providing specialised workshop training through a registered training organisation (RTO) to all supervisors, team leaders and managers within 12 months of certification of this Agreement. Refresher training will be provided annually.
- (3) Council commits to preparing a proposed Administrative Instruction for employees and management in appropriate methods of assisting those dealing with domestic and family violence issues. The Administrative Instruction is to be prepared within six months of certification of this Agreement and is to be developed in consultation with employees and the respective parties to this Agreement.

34 Employee Assistance Program

- (1) Council will provide confidential counselling, financial advice, dietician, career development (if available via Council's EAP service) and legal advice services, from a specified provider, for all staff and members of their immediate family seeking to use such services for matters affecting work performance.
- (2) The services can be accessed directly and initially without the need to seek approval.
- (3) Counselling visits are restricted to a maximum of five (5) visits for any one (1) individual staff (and members of their immediate family) per year, after which time additional visits must be approved by the Manager People and Community Services.
- (4) Financial advice and legal advice services visits are restricted to one (1) visit for any one (1) individual staff (and members of their immediate family) per year, after which time additional visits must be approved by the Manager People and Community Services.

35 Mental Health First Aid

- (1) The parties to this Agreement acknowledge the impacts of poor mental health on our community and at our workplace and commit to providing care to employees in such situations.
- (2) An employee (and members of their immediate family) experiencing mental health issues may seek assistance through Council's Employee Assistance Program.
- (3) The Council commits to have a Policy and an associated Administrative Instruction that acknowledges Council's commitment to support employees (and members of their immediate family) with mental health issues.
- (4) The Council Policy and associated Administrative Instruction are to be in place within 12 months of certification of this Agreement and are to be developed in consultation with employees and the respective parties to this Agreement.
- (5) Council commits to providing general training on mental health issues to all staff within 6 months of approval of the Administrative Instruction and annually thereafter. Such general training will be included in the induction of all new employees which will occur one month after commencing employment with Council.
- (6) Council will make specialised training for a Standard Mental Health First Aid course available to all staff within 6 months of approval of the Administrative Instruction.

Council will encourage and make opportunities available for employees to take up such training. Refresher courses shall be provided to the employee.

- (7) All costs associated with training will be the Council's responsibility and the content of the training shall be agreed to by the parties to this Agreement.

36 First Aid

- (1) Where requested, all employees are entitled to First Aid training. The training will be organised and provided by Council through a Registered Training Organisation (RTO).

37 Outside Depots / Facilities

- (1) Where practicable, a combined smoko and a ½ hour lunch break are to be taken on the relevant worksite, and not at an established depot, provided that employees who are required to remain at the worksite will be provided with:
- a. shelter;
 - b. a toilet; and
 - c. wash facilities.
- (2) Where it is not practicable to provide such facilities, employees will be permitted to travel to the nearest appropriate facility where shelter, a toilet and wash facilities are available.

38 Workplace Parenting

- (1) Council recognises the importance and benefits of breastfeeding, and understands that many women will return to work and wish to continue to breastfeed. In this regard Council commits to accommodating the needs of employees who seek to make the best possible choice for their children in a way that is in harmony with Council operations.
- (2) Council commits, during the life of this Agreement, to liaise with the Australian Breastfeeding Association and their consultancy service for employers to gain formal accreditation to be compliant as a Breastfeeding Friendly Workplace, (BFW).
- (3) Provision of facilities and support for workplace parenting includes:
- a. For employees who are breastfeeding or required to undertake other parenting duties during work time Council will provide parenting room accommodation to support this need that meets WH&S standards. Council will fit out a parenting room that is clean, private, secure and meet the appropriate health and safety standards including proper sterilisation and will provide access to:
 - i. Power points;
 - ii. Comfortable furniture;
 - iii. Refrigerator;
 - iv. Hand washing facilities;
 - v. Dishwashing sink and bench; and
 - vi. Breast pump storage.
- (4) Council is committed to providing employees with flexibility to take lactation breaks during their workday. These can be negotiated between the employee and the

supervisor as part of a flexible work hours arrangement as per clause 41 of this Agreement. This may include:

- a. Time off for an employee to express milk or to breastfeed a baby within the workplace or offsite;
 - b. Flexible start and finish times;
 - c. Allowing lunch and other breaks to be extended or taken to coincide with feeding times; and
 - d. An appropriately short period of time off to return home.
- (5) Council recognises that an employee wishing to breastfeed has a right to negotiate flexible work options such as flexible work hours, part time and home based work with their supervisor, taking into account both the employee's and the work team's needs as per Part 11 of this Agreement.
- (6) Managers are required to be aware of the need to support employees with parenting and breast feeding responsibilities, and respond positively to reasonable requests for flexible work arrangements, including accommodating the need for lactation breaks or time to enable breastfeeding of children.

Part 11 Work Life Balance

39 Nine (9) Day Fortnight

- (1) Standard hours of work for Council employees will be worked over nine (9) days within a two (2) week period.
- (2) Employees of Council working the 9 day fortnight standard default hours must observe the working hours arrangements as they apply to employees subject to the relevant Award listed in clause 5(2) and as specified in Schedule 1 of this Agreement:
- (3) The standard hours of work for employees working a 9 day fortnight are:
 - a. Stream A Award employees: 8.06 or 8.11 hours per day;
 - b. Stream B Award employees 8.50 hours per day; and
 - c. Stream C Award employees 8.50 hours per day.
 - d. Apprentices and trainees: 8.06 or 8.50 per day
- (4) RDO arrangements must be arranged in advance by mutual agreement between employee and their manager and clearly displayed in a roster. Where possible there should be an even distribution of rostered days off. Where the RDO falls will be determined through a consultation and agreement between the manager and the employee. RDOs cannot be taken in advance.

40 Accrual of Rostered Days Off (RDOs)

- (1) Employees will have the ability to bank up to a total of five (5) days. With pre-approval from their relevant supervisor, team leader or manager. Once 5 RDOs have been accrued the relevant manager will consult with the employee to arrange access to the accrued RDOs. Accrual of RDOs is to be the exception rather than the rule.
- (2) The banking of RDOs and subsequent taking of banked RDOs must not adversely affect the maintenance of acceptable workflows.

- (3) Notwithstanding anything contained herein, the CEO or the CEO's nominated delegate may require any employee to work on the RDO where in the opinion of the CEO such work is necessary.

41 Workplace Flexibility Agreements (WFA)

- (1) A Workplace Flexibility Agreement (WFA) can be reached in order to meet the genuine needs of an employee seeking flexible work arrangements. A WFA arrangement cannot be implemented to avoid Council's employment obligations or reduce the minimum entitlement and conditions as provided in the Agreement and the relevant Award.
- (2) WFA are agreements reached between Council, the employee and the relevant Unions, in accordance with clause 41(8), that will apply to a group or category of employee/s. A WFA is to allow sufficient flexibility for specific sections of the workforce giving increased flexibility in employment conditions in accordance with the needs of employees, and also so that Council can provide cost effective and competitive services. The parties recognise that a WFA may vary the conditions of employment; however, when viewed as a whole an employee must not be in an inferior overall position than they would be under the terms of this Agreement or the Award.
- (3) WFAs may be established to address a number of issues that include but are not limited to:
 - a. Work, life and family balance;
 - b. Nineteen (19) day month;
 - c. Flexible working hours;
 - d. Job share arrangements;
 - e. Part time work;
 - f. Working from home;
 - g. Annualised hours;
 - h. Annualised salary;
 - i. Special projects; and
 - j. Transition to retirement.
- (4) The establishment of WFAs:
 - a. Is not to result in a diminution in customer or client service;
 - b. Is to result in improved productivity and efficiency and/or enhanced customer or client service;
 - c. Is not to result in direct or indirect cost increases to Council without the achievement of savings to off-set such costs;
 - d. Should constitute value for money;
 - e. Will be the subject of both a business case and cost benefit analysis prior to approval by the CEO; and
 - f. Will not reduce employee entitlements.
- (5) Council commits to ensuring that any WFA made in accordance with this clause is not in breach of any entitlements of employees provided under the applicable Award relevant to the employee or the provisions of this Agreement.

- (6) A WFA only applies to permanent full-time or part-time employees, or employees engaged in full-time temporary position of 6 months or more.
- (7) A WFA may provide for more than one of the methods of flexible working arrangement methods referred to in this Agreement or multiple WFAs may be simultaneously applied to an employee/s.
- (8) Where a new WFA (or a change to an existing WFA) is proposed, then the following process is to be followed:
 - a. If the parties determine a WFA is required Council is to consult with the employees directly affected and their employee representative/s or relevant Union/s in the development of the WFA; and
 - b. 75% of the employees directly affected by a proposed WFA must agree to a new WFA or to a change to an existing WFA.
- (9) The People and Community Services Department will maintain a register of WFAs related to this Agreement. This register will contain all WFAs. If a WFA is not contained in this register it will not be recognised by Council.
- (10) All employees directly affected by the WFA, including those who voted against it, and new employees whose position will be directly affected by the WFA, will be bound by the WFA.
- (11) The WFA will be in writing and will be subject to agreement between the Council and the relevant Union(s), and signed by the CEO on behalf of Council and Branch/State Secretary of the relevant Union(s).
- (12) Each WFA will be in operation for the life of this Agreement unless the WFA provides for its own termination provision, or is terminated by the parties at a mutually agreed earlier date.
- (13) Due to significant operational changes a WFA may be terminated or amended, but only through appropriate consultation and mutual agreement between the parties.
- (14) In the event a WFA is terminated in accordance with the provisions of this Agreement, any relevant employee's terms and conditions of employment will, from the date the WFA ceases to have effect, revert to those terms and conditions that would apply to the relevant employee pursuant to the relevant Award and this Agreement.
- (15) The scope of areas covered by the WFA may include all, part of the work team, section or team member/s as determined by the parties.
- (16) The content of the WFA may be extensive and will examine all areas of employment conditions which may be considered beneficial to the employees affected while providing improved and continuous efficiency and effectiveness of the workplace.
- (17) The terms and conditions of a WFA must not cause, on an overall basis, a reduction in the terms and conditions of those employees that are subject to it; to be assessed by reference to the relevant Awards and this Agreement, as they apply to the relevant employees immediately prior to the making of the WFA.
- (18) Where local initiatives have implications for other team/s, representatives from the other team affected will be invited to participate in the discussions; where local initiatives seek to alter the Award or this Agreement, the WFA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operations of the WFA.
- (19) All WFAs made in accordance with the process detailed in this Agreement will be read in conjunction with this Agreement.

- (20) Any dispute relating to the operation of WFA will be managed in accordance with the agreed procedures and the time lines under the grievance and dispute clause of this Agreement.

42 Nineteen Day (19) Month – Stream A Employees

- (1) For the purposes of this Agreement an individual 19-Day Month arrangement can be made where mutually agreed between the Stream A employee and their respective manager.
- (2) Where supported by the manager a written agreement will be signed by the employee and the respective manager and will be considered as a revised contract of employment.
- (3) The commencement of a 19 day month agreement is not to occur until the agreement has been signed by both the employee and the manager.

43 Flexible Working Hours Arrangement (FWHA)

- (1) Council commits to flexible work practices culture that delivers equity in employment conditions for all employees. Where an employee needs access to a Flexible Working Hours Arrangement (FWHA) it is encouraged that this is negotiated with their manager and the arrangement implemented gives the flexibility sought, while still providing responsive and accessible service to the community.
- (2) A FWHA provides employees with the ability, at the local level, to accrue time off for additional hours worked and to choose flexible start and finish times within the span of ordinary hours that apply to the employee's particular work team.
- (3) A FWHA must not result in a reduction to employee entitlements and conditions as provided under the Agreement or relevant Award.
- (4) The FWHA must be negotiated and contained within a written agreement and signed by the employee and their manager.
- (5) Council will ensure that a copy of the signed written agreement for the FWHA is given to the employee prior to the arrangement commencing.

44 Flex Time Leave (FTL) Working Arrangement

- (1) The banking of FTL and subsequent taking of banked FTL must not adversely affect the maintenance of acceptable workflows.
- (2) Full time and part time permanent employees may accrue and utilise FTL.
- (3) Employees must at all times obey directions given by their managers/supervisors regarding hours of attendance. If a manager/supervisor directs an employee to commence or cease work at a time which the individual would prefer to be absent, the manager/supervisors directions are to be followed.
- (4) All employees partaking in flex leave arrangements are to be aware that the first priority is the maintenance of acceptable service standards. Accordingly, there will need to be co-operation between employees and managers/supervisors in the planning of working time so that during FTL periods, resources are available to service the needs of the public, other teams/departments and organisations, and to enable the continuance of interoffice communication and services.
- (5) In recognising the varying requirements of each team, managers have the discretion to specify the actual manner in which FTL arrangements will operate within their group or teams of their group. This discretion should be exercised in consultation with team employees to achieve the most satisfactory outcomes.

- (6) Supervisors/team leaders are responsible for monitoring and managing each employee's attendance patterns and where these are found to be unsatisfactory, the supervisor/team leader should immediately counsel the employee. If, despite counselling by the supervisor/team leader, an employee's attendance pattern continues to be unsatisfactory, the matter should be referred to the manager for further action. Inclusion or participation in FTL arrangements will not be unreasonably withheld; however, Council will reserve the right to determine who may be excluded from participation, for reasons such as unsatisfactory performance or attendance and business/service requirements.
- (7) FTL arrangements are based on a standard ordinary working day for full time employees and is seven (7) hours and fifteen (15) minutes (*Stream A Award*), or for part time employees is as agreed in the employees part time work agreement.
- (8) FTL Credit is calculated as the amount of time worked above the ordinary hours that an employee is required to work over a settlement period, shall be calculated daily and accrues on a time for time basis.
- (9) A Settlement Period for Flex Time Leave – is a period of fourteen (14) consecutive days (two consecutive weeks) during which full time employees are required to work a total of 72.5 ordinary hours (*Stream A Award*) or part time employees are required to work a total number of ordinary hours less than 72.5 hours, as specified in their part time work agreement.
- (10) FTL is an approved paid absence during the ordinary business hours using accrued Flex Time Leave Credits.
- (11) When FTL is taken on the day immediately preceding or following annual leave, such periods of leave will not be included in any payment for higher duties.
- (12) FTL can only be taken subject to the following conditions:
 - a. Unless otherwise approved by a Council designated manager/supervisor, FTL credits must be accrued prior to taking FTL; and
 - b. Approval from the manager/supervisor must be obtained prior to taking FTL, verbal approval is considered satisfactory, and where practicable, the request by the employee to take FTL should be made at least five (5) working days in advance.
- (13) Managers/supervisors will not unreasonably refuse applications for FTL when the application has been made in accordance with the above conditions.
- (14) FTL Credit Accrual is bound by:
 - a. Subject to clause 44(14)c, employees may carry over flex credits beyond the settlement period within which they were accrued;
 - b. The maximum flex credit that can be accrued during a settlement period is the equivalent of three (3) days or, for full time employees, twenty-one (21) hours and forty five (45) minutes;
 - c. Employees will not be eligible to bank more than the equivalent of five (5) days or, for full time employees, thirty-six (36) hours and fifteen (15) minutes of flex credits at any time; and
 - d. Subject to the manager's approval, and on the basis that service levels will be adequately maintained, up to five (5) days, or for full time employees thirty six (36) hours and fifteen (15) minutes, of FTL may be taken during a settlement period.

- (15) Employees working under a FTL arrangement do not have a fixed lunch break. However, full time employees must take a minimum of thirty (30) minutes and the lunch break must be taken as soon as is practicable after an employee has worked continuously for five (5) hours.
- (16) FTL Payment of Overtime is bound by:
 - a. Subject to clause 44(16)d overtime is payable, only in exceptional circumstances, following direction and with prior approval from a designated manager;
 - b. Employees who work so much additional time that the maximum five (5) days or 36 hours and 15 minutes available to be accrued as a FTL credit would be exceeded, must consult with their supervisor and put in place an action plan to reduce the employee's FTL balance to a maximum of 3 days (or equivalent) before the employee may be permitted to work further additional hours that would result in further FTL Credits;
 - c. An employee directed to work in excess of nine (9) ordinary hours on any day, or to work overtime on a Saturday or Sunday, may, subject to clause 44(14)c, elect to accrue such time worked as a FTL credit, or alternatively, to be paid for the hours at the relevant overtime rate; and
 - d. Nothing in clause 44(16)c above in this Agreement, prohibits Council from offering overtime work on the basis that an employee elects to accrue such time worked as a FTL.
- (17) Rosters: Where work functions require employees to provide customer services within specified opening times, rosters may be drawn up, in consultation with employees, within the general framework of the working hours specified.
- (18) Notification of Termination: When an employee gives notice of the intention to terminate their employment, the employee automatically ceases to participate in FTL from the date such notice is given. It is the responsibility of the employee to bring their FTL credit back to zero (0) prior to termination. However, if a FTL credit exists on termination, the employee is entitled to be paid out their FTL credit at their ordinary hourly rate.

45 Job Share Arrangements

- (1) Job sharing within Council will be an arrangement where employees share one position. The parties agree to implement flexible job sharing arrangement within Council which may include:
 - a. a permanent arrangement for an indefinite period; or
 - b. a temporary arrangement for a fixed period of time.
- (2) Existing employees may make an application to their manager to convert their own position/s to a job share position/s. Applications for job share arrangements will be evaluated on a case-by-case basis and will be subject to operational requirements. Council will reserve the right to identify a position as not suitable for a job share arrangement.
- (3) Before approving job share applications Council management may consult with other employees in the work team about possible workload implications and how these implications could be addressed.
- (4) Where Council identifies positions that would suit job share arrangements and this would be of benefit to the organisation it will be noted in the job advertisement that job share applicants are encouraged to apply.

- (5) Council will give serious consideration to job share applications for any advertised position where job share applicants are encouraged to apply on an equal basis with other applicants.
- (6) Job sharers are considered as separate part-time employees, will have separate appointments and will be entitled to the same managerial commitment and support as other part-time employees. The status, classification, nature and responsibility of a position will not alter whether a position is filled on a job share or individual basis.
- (7) Subject to this Agreement, Council will initiate a new contract of employment with each job sharer before their commencement that is in accordance with Council's standard in this regard, but will also include special considerations in relation to job share that will include, but not necessarily be limited to:
 - a. The position description for the position;
 - b. Number of hours to be worked by each job sharer;
 - c. When the hours are to be worked ("hours of duty");
 - d. Overlap time, if required;
 - e. How public holidays are to be shared;
 - f. The term of the arrangement; and
 - g. The workload of job sharers will be commensurate with the agreed hours to be worked.
- (8) Individual performance and reclassification/promotion decisions will be determined in consideration of the proportion of work delivered and the number and nature of the hours worked.
- (9) In the case of where one job sharer is absent on leave:
 - a. For short-term casual absence (e.g. personal leave) the other job sharer may be approached or volunteer in the first instance to relieve for the period of the leave and will be paid for any additional hours worked; and
 - b. For planned or structured absence (e.g. recreation leave, leave without pay, long service leave) the job sharers may elect to take such leave conjointly. Should leave be taken separately the remaining job sharer may be approached to relieve for the period of the leave and will be paid for any additional hours worked.
- (10) Where a planned or structured absence of one job sharer is relieved by the remaining job sharer, the aggregate number of hours worked by the remaining job sharer will not exceed ordinary full-time hours.
- (11) When a Job Share Partnership ends prematurely such as the event that one job sharer vacates a job share position Council will initiate the following process:
 - a. In the first instance, Council will decide whether the position should continue as a job share arrangement and/or offer the additional work to the remaining employee on a full time or part time basis;
 - b. If a job share arrangement is agreed to continue, Council will advertise for a replacement job share partner. If a job share partner cannot be found, Council will review the remaining job share position and determine whether the position can continue as part-time or whether the employee is to be deployed into a position of similar pay level and status.
- (12) If the job share arrangement is not to continue, Council will declare the remaining job share position as not required and the employee is deployed into a position of similar pay level and status.

- (13) A new job share contract of employment for each job sharer will be required where a new job share partner is appointed.

46 Telecommuting - Working From Home

- (1) Home-based working arrangements may be initiated by the employee or management and must be mutually agreed. The employee's terms and conditions of employment including statutory provisions such as work health and safety and workers compensation, will continue to apply to the home-based work site.
- (2) Not all positions are suitable for home-based work. To assess the suitability of home-based work, the employee needs to complete a memo/letter addressed to their manager who will analyse and assess the suitability of both the relevant job and the employee. Eligibility is determined in accordance with the following factors:
 - a. Systems required to perform the employee's role;
 - b. The amount of customer or other contact required in the employee's role;
 - c. The nature of the work performed;
 - d. Working arrangements / requirements from other members of the department;
 - e. Whether the employee's home is appropriate to allow effective, secure and safe working; and
 - f. Any other relevant considerations.
- (3) Council has developed a set of guidelines for employees who wish to enter into a home-based working arrangement which is detailed in the relevant Administration Instruction.

47 Employment Conversion

- (1) Where an employee and Council agree in writing, full-time employment may be converted to part-time employment on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time all accrued entitlements as at the date of transfer will be retained. Following transfer to part-time employment accrual will occur in accordance with the clauses relevant to part-time employment.

48 Transition to Retirement

- (1) Council recognises that employees who are contemplating retirement may want the option to transition from the organisation on a gradual basis rather than exit in a one step process. Transitioning for retirement minimises the impact on both parties and promotes workforce planning and information sharing. Council will engage in consultation to provide the following arrangements for employees who wish to transition from the organisation:
 - a. Flexibility to reduce or change hours/days of work;
 - b. Appointment where possible in a position with reduced duties and responsibilities and possibly at a lower salary level;
 - c. Flexibility with requests for extended leave; and
 - d. Other arrangements as negotiated.
- (2) Transition to retirement arrangements may apply for a maximum period of up to 12 months. Any further extension may be considered by the CEO.

Part 12 Leave Provisions: Annual and Long Service

49 Annual Leave Entitlement

- (1) The provisions of this clause will apply to full time permanent employees, and to permanent part time employees on a pro rata basis. This clause will not apply to casual employees.
- (2) Employees will accrue annual leave on the following basis:
 - a. Employees who work an average 38 hour week will at the end of each year of employment accrue 190 hours (25 days x 7.6 hours) of annual leave; and
 - b. Employees who work an average 36.25 hour week will at the end of each year of employment accrue 181.25 hours (25 days x 7.25 hours) of annual leave.

50 Accumulated Annual Leave

- (1) Council encourages employees to establish a balance between their working and personal lives. The purpose of annual leave is to provide rest and recreation and to reduce personal health risks. Effective leave management is critical to the operation of Council and supervisors and managers are accountable for their employees' leave and are required to have annual leave management plans in place. All employees are expected to participate in the negotiation of these plans and are encouraged to use all annual leave in the year it is accrued.
- (2) Council's general policy is that employees should have no more than 50 days accrued annual leave at any given time. Where an employee accrues in excess of 50 days the employee and their manager must clearly outline in the mutually developed plan the program to reduce the accumulation to below 50 days within the next 12 months.
- (3) Where such a plan is developed and not complied with or where mutual agreement is unable to be achieved, as a last resort, an employee may be directed, upon being given 8 weeks notice, to take any annual leave accrued in excess of 50 days.
- (4) The development of annual leave plans will be a reportable key performance indicator for supervisors and managers and may be part of the supervisor or manager's Personal Development Review Process.

51 Annual Leave Loading

- (1) An employee entitled to annual leave as prescribed in clause 49(1) shall be entitled to an annual leave loading payment equal to 17.5% of five (5) weeks of ordinary pay. Should an employee not have accrued a full year of annual leave, the 17.5% loading will be applied on a pro rata basis to the period of leave accrued.
- (2) Employees have the option of annual leave loading being paid as a lump sum once per year. For this purpose the annual leave loading year shall be deemed to commence on 1 December each year and end on 30 November the following year.
- (3) For employees who wish to take up this option, the annual leave loading shall be paid in the first full pay period after 1 December each year and shall be based on the period of time worked by employees during the period defined at clause 51(2).
- (4) Where annual leave loading is to be paid in a lump sum, the payment of the loading shall be calculated on the employee's ordinary pay as at 30 November.
- (5) Employees who are employed on a permanent part time basis and who satisfy the provisions of this clause shall be eligible for payment of an annual leave loading on a pro-rata basis.

52 Annual Leave Loading: Exchange of Extra Annual Leave

- (1) Employees may choose to purchase 4.38 additional days of annual leave in lieu of annual leave loading. If an employee converts annual leave loading to extra annual leave, they will forfeit their entitlement to payment of annual leave loading in the year in which the additional leave is credited.
- (2) Employees with less than the full 12 months leave loading credit may convert their available annual leave loading to annual leave on a pro rata basis.
- (3) Part-time employees may convert their available annual leave loading to annual leave on a pro rata basis.
- (4) If employees elect to purchase additional annual leave instead of receiving the annual leave loading, they will not receive the benefit of the concessional tax treatment currently afforded to leave loading payments.
- (5) The additional leave purchased will be credited to employees annual leave balance as pro rata at the end of each fortnightly pay period.

53 Annual Leave Flexibility - Hardship

- (1) In circumstances, such as in a hardship case, employees may apply to the CEO to grant approval to convert a period of accrued annual leave to double the period of leave, with half pay for that period. The CEO will have full discretion in these matters.

For example, the employee will be entitled to receive 4 weeks paid annual leave (paid at half pay over 8 weeks) for 8 weeks absence from the workplace. All accruals will be on a pro rata basis during the period of half pay.

- (2) Annual leave at half pay cannot be used in conjunction with Purchased additional annual leave under clause 54 of this Agreement.

54 Annual Leave: Purchase of Additional (48 / 52) Annual Leave

- (1) An employee and Council may agree to enter into an additional annual leave arrangement whereby an employee can purchase one (1) to four (4) weeks additional annual leave in each calendar year in accordance with Schedule 3 of this Agreement. The employee can agree to take a reduced salary spread over fifty-two (52) weeks of the year and receive the following amounts of additional annual leave:

Number of weeks' salary spread over 52 weeks	Number of additional weeks leave purchased
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (2) Employees who have accrued annual leave in excess of 20 days or accrued long service leave in excess of 65 days are unable to apply for 48/52 annual leave unless they have approved arrangements to clear their excess leave within the 12 month period, such as part of a planned long-term break.
- (3) The additional leave purchased is to be taken subject to the agreement of the employee's manager and must not unreasonably impact on Council's operational requirements.
- (4) The additional leave purchased will not be accrued year to year.

- (5) In order to pay for the purchased leave employees will have an amount deducted from their gross salary each fortnight for a period of 26 pays (52 weeks). The amount deducted will result in a reduction in the employee's taxable income.
- (6) The purchase of leave cannot be undertaken in conjunction with provisions of leave Annual Leave Flexibility – Hardship as provided in clause 53 of this Agreement.
- (7) The 17.5% leave loading will be paid on the employee's normal salary rather than at the reduced rate after a leave purchase, to a maximum of five weeks paid annual leave or pro-rata for part-time employees.

55 Christmas Close Down Period and Christmas Bank

- (1) Where Council declares a closedown over the Christmas – New Year period, in addition to the public holidays designated in the period from 24 December of each year until 2 January of the following year ("the Christmas Close Down Period"), all employees, unless otherwise directed, will be required to take paid or unpaid leave (if no other leave is available) for the period of the closedown. Employees may, at their discretion, elect to take one (1) or more of the following forms of paid leave during the closedown:
 - a. Annual Leave;
 - b. Purchased Annual Leave;
 - c. Rostered days off;
 - d. Flex Leave;
 - e. Additional leave converted from leave loading;
 - f. Time off in lieu (TOIL); or
 - g. *Christmas Bank RDOs*.
- (2) If Council is not agreeable to a Christmas Close Down Period, or operational requirements necessitate a work team to be staffed, Council will direct a minimum operational level of employees to work during the Christmas Close Down Period.
- (3) Council will advise all employees of the arrangements for the Christmas Close Down Period by 1 October each year.
- (4) Employees engaged on the standard 9 Day Fortnight, 19 Day Month hours or flexible hours arrangements have the opportunity to request establishment of a *Christmas Bank RDOs* for the designated Christmas Close Down.
- (5) Where approved, employees can accrue a *Christmas Bank RDOs* from 1 October each year. The maximum *Christmas Bank RDOs* accrual for each Christmas / New Year Period is three (3) days.
- (6) *Christmas Bank RDOs* may only be used for the purpose of the Christmas Close Down period and will be automatically allocated to this purpose should an employee enter into the arrangement.

56 Long Service Leave

- (1) Long service leave accrued to 29 February 1996 under the State Awards will remain as accrued, and, effective from 1 March 1996, long service leave provisions of 13 weeks leave entitlement after ten (10) years of continuous service will apply.
- (2) Pro rata long service leave will be available upon termination of service after seven (7) years of continuous service.
- (3) On the anniversary of seven (7) years of service with Council, or at anytime thereafter, long service leave will be available on a pro-rata basis.

- (4) Long service leave will be calculated in accordance with the following formula:
 - a. For service after 10/05/1964 and prior to 01/03/1996 at the rate of .866 of a week for each year of continuous service; and
 - b. For service after 29/02/1996 at the rate of 1.3 weeks for each year of continuous service.

57 Long Service Leave Flexibility

- (1) All employees are able to elect to convert the period of approved long service leave to double the period of leave, with half pay for that period.

Example: the employee will be entitled to receive 4 weeks paid long service leave (paid at half pay over 8 weeks) for 8 weeks absence from the workplace on long service leave. All accruals will be on a pro rata basis during the period of half pay.
- (2) All employees are able to elect to convert the period of approved long service leave to half the period of leave, with double the pay for that period.

Example: the employee will receive 8 weeks pay for 4 weeks absence from the workplace on long service leave instead of 8 weeks pay for 8 weeks absence from the workplace on long service leave.
- (3) Employees are encouraged to seek professional advice as to the effect of electing to utilise clauses 56(1) and 56(2) above, on the employee's superannuation entitlements and taxation obligations.
- (4) The normal approval process for taking leave will continue to apply irrespective of anything contained in clauses 56(1) to (4) of this Agreement.

Part 13 Leave Provisions: Domestic Violence Leave

58 Domestic and Family Violence Leave

- (1) All employees, including casuals and maximum term employees, will be supported to access the benefits including leave entitlements provided in Part 3 Division 7 – Domestic and Family Violence Leave of the *Industrial Relations Act 2016*.
- (2) An Employees immediate household and family member is as defined in clause 2(1) of this Agreement. A reference to a spouse or de facto partner includes a former spouse or de facto partner.
- (3) An employee experiencing domestic and family violence will have access to up to ten (10) days per year of paid Domestic and Family Violence Leave for medical appointments, legal proceedings and other activities related to domestic and family violence.
- (4) The leave is available in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year;
- (5) An employee may take carer's leave once the available Domestic Family Violence Leave has been utilised.
- (6) An employee who supports an immediate family member experiencing domestic and family violence may take up to five (5) days of Domestic and Family Violence Carers Leave, following consultation with your supervisor and providing adequate evidence, to accompany them to medical appointments/legal appointments/court/hospital, or to mind children and other activities related to domestic and family violence.

- (7) The Manager People and Community Services may request evidence that the employee has experienced domestic and family violence prior to the granting of Domestic and Family Violence Leave.
- (8) All Domestic and Family Violence leave shall be recorded on pay slips and any request for a service record of employment as “special leave”.
- (9) Examples:

Alex is experiencing domestic violence and requests 5 days leave to attend appointments. Alex will be entitled to this leave with full pay for Alex’s ordinary hours for the 5 days. This leave will not be taken from any of Alex’s other accrued leave i.e. annual, personal, long service or toil accruals. 8 weeks later Alex requests a further 3 days leave to attend legal proceedings. Alex will be entitled to this leave with full pay for Alex’s ordinary hours for the 3 days. Again, this will not be taken from any of Alex’s accrued leave.

Sam is a full time Council employee. Sam’s daughter has been involved in a family violence situation. Sam provides a letter from the community police liaison officer that states Sam’s daughter needs support in the family home. Sam is granted 5 days domestic and family violence carers leave. This will be paid as full pay for Sam’s normal hours and will not be taken from any of Sam’s accrued leave. Any further days required can be taken from annual leave, long service leave and toil.

Part 14 Leave Provisions: Leave Without Pay

59 Leave Without Pay

- (1) Leave without pay for a period of no more than two (2) weeks for special circumstances will be available to all employees at the discretion of the relevant Manager and such leave will not constitute a break in the continuity of service of the employee.
- (3) Requests for more than two (2) weeks leave without pay must be submitted in writing to the CEO.

Part 15 Leave Provisions: Mid-Career Break

60 Mid Career Break

- (1) Council recognises that during a period of employment employees may wish to pursue personal and professional opportunities that require an extended period of leave. Council agrees to offer employees the opportunity to take a period of extended leave without pay as a mid-career break.
- (2) Employees may apply for a mid-career break for the following reasons:
 - a. Professional or personal development opportunities
 - b. Family responsibilities e.g. dependent care, elder care
 - c. Significant social or community responsibilities e.g. volunteer work for a community organisation;
 - d. Extended travel opportunities;
 - e. Completing study; or
 - f. Work experience in an organisation that does not pose a conflict of interest in relation to Douglas Shire Council

- (3) An employee will be eligible for a career break when:
- The employee has completed two (2) years of continuous service prior to commencing the mid-career break;
 - All eligible annual leave including any accrued long service leave has been exhausted and will form part of the term of the mid career break; and
 - The employee has submitted a written application to the CEO, which details the benefits to be gained from the mid-career break by both Council and the employee, and the leave has been pre-approved by the employee's Manager.
- (4) The approval of a mid-career break application remains at the discretion of the CEO, who will take into consideration the employee's performance, immediate operational requirements and associated benefits to Council and the employee.
- (5) Applications for mid-career break leave must be submitted at least three (3) months prior to the date on which the employee wishes to commence the leave.
- (6) At the conclusion of the approved mid-career break the employee will be entitled to return to their previous position or an agreed position at the same level and status they held prior to taking the leave.
- (7) A mid-career break is not considered a break in continuity of service. However, long service leave, annual leave, superannuation, personal leave and other leave entitlements do not accrue during the mid-career break. Employees may make their own contributions to their superannuation fund during the period of the mid-career break. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.
- (8) The length of a mid-career break may vary from six (6) weeks to twelve (12) months and will be inclusive of accrued annual and long service leave entitlements. The employee must make contact with their respective Manager a minimum of four (4) weeks prior to their approved date of return.
- (9) Examples:
- Tom has been successful in his application for a career break of 12 months to pursue extensive travel. He will be starting this on 1st July. Tom has 152 hrs of annual leave, 228 hours of long service leave and 17 hours of toil accrued. He will be paid ordinary hours for 8 weeks and 2 days (total leave accrued) after which time he will receive no payment of pay, superannuation or allowances and no accruals of leave. Tom will not break his service during the 12 months. He must make contact with his manager at least 4 weeks before he is due to return to work. Tom will return to his current position and rate of pay at the end of the 12-month period.*
- Mary has been successful in her application for a career break of 6 months to take a full time role at Melbourne City Council. She will commence her position on 1st July. Mary has 152 of annual leave and 228 hours of long service leave accrued. As Mary is taking a role in another government department she will not have to use her accrued leave but she will receive no pay, superannuation, allowances or accruals of leave for the period of 6 months. She must contact her manager at least 4 weeks before she is due to return to work. Mary will return to her current position and rate of pay at the end of the 6-month period.*

Part 16 Leave Provisions: Parental leave

61 Application of Parental Leave

- (1) Part 16 Parental leave applies to the natural birth of a child/children, the adoption of a child/children and the surrogacy of a child/children.
- (2) An employee is entitled to parental leave, in accordance with the terms of the relevant Award and on the basis of completing 6 months continuous service and having completed a satisfactory probation period.
- (3) Where an employee is on parental leave the employer must consult with the employee on proposed changes taking place in the workplace that is likely to have a significant impact on them.
- (4) An employee will be deemed to have commenced parental leave as from the first day the employee begins leave, even if the employee is accessing annual leave, long service leave or other leave in lieu of or in conjunction with the 52 week parental leave entitlement at the time the employee commences such leave.

62 Paid Parental Leave

- (1) An employee is eligible for this leave under clause 61 above, is entitled up to a maximum of 16 weeks Paid Parental Leave where they are to be the primary and sole carer of the child/children pursuant to the paid Parental Leave / Family Leave clauses of the relevant Awards.
- (2) Employees eligible for parental leave may elect to take the 16 weeks paid parental leave at half pay, up to a maximum of 32 weeks.
- (3) Paid parental leave will be effective from the date of commencement of parental leave and forms part of the 52 weeks parental leave entitlement.
- (4) Part-time employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours worked for the preceding 12 months.
- (5) Access to the 16 weeks paid parental leave, in accordance with clause 62(1), will be available on adoption of a child, for the surrogacy of a child and in the circumstance of the birth of other than a living child.
- (6) Employees, who have completed 6 months continuous service and a satisfactory probation period with the Council and who are not the primary and sole care giver of the child/children, will be entitled to 4 weeks paid parental leave on the birth of/adoption of their child/children or for when the child started residing with the employee under a surrogacy arrangement. This leave may be taken at the same time that the primary and sole care giver of the child/children is on parental leave.
- (7) If the parents elect for the non-birth partner to be the primary and sole care giver of their child/children within the first 6 weeks after the birth of the child/children, adoption of the child/children or for when the child started residing with the employee under a surrogacy arrangement, then Council may request evidence, to the satisfaction of Council, to support this.
- (8) All existing entitlements will accrue during the period of paid parental leave.
- (9) Where an employee is on parental leave the employer shall consult with the employee on any proposed changes taking place in the workplace that is likely to have a significant impact on them.
- (10) Employees are entitled to the paid parental leave entitlements detailed in the clause, in addition to any entitlements they may be eligible to under the Federal Government Paid Maternity Leave Scheme. Council encourages employees to seek

advice from the relevant Federal Government Department in regards to eligibility for entitlement to the Federal Scheme.

63 Parental leave examples

- (1) *Mary is entitled to the Federal paid parental leave scheme. Mary works full time (36.25 hrs per week) and starts parental leave on 23rd March. She elects to take her parental leave at half pay. Mary will be paid 18.125 hrs per week for 32 weeks (until 30th October). If eligible, she will receive 18 weeks paid parental leave under the Federal Government Paid Maternity Leave Scheme which will take her up to 5th March. The remaining 2 weeks Mary can utilise Annual or Long Service Leave (if eligible).*
- (2) *If Mary elected to take paid parental leave at full pay, she would be paid 36.25 per week for 16 weeks. If eligible, she can then receive paid parental leave under the Federal Government Paid Maternity Leave Scheme. She can utilise Annual or Long Service Leave (if eligible) during the remainder of the 52 weeks.*
- (3) *If Mary were a part time employee, her parental leave would be paid pro rata based on the average weekly hours worked for the preceding 12 months.*
- (4) *If Mary took parental leave at half pay and returned to work at the end of 52 weeks any further parental leave applied for within the next 12 months would be calculated pro rata on the average weekly hours for the preceding 12 months which would include the period of leave at half pay.*

Part 17 Leave Provisions: Personal Leave

64 Personal Leave - Sick Leave and Carers Leave

- (1) The provisions of this clause apply to full time and part time employees (on a pro rata basis) but do not apply to casual employees. Personal leave is defined in clause 2(1).
- (2) Casual employees will be entitled to personal leave in accordance with the relevant Award.
- (3) Paid personal leave is available to employees, other than casual employees, when they are absent:
 - a. Due to personal illness or injury; or
 - b. For the purpose of caring for an immediate family or household member who is ill and requires the employee's care and support or because an unexpected emergency arises in relation to the person.
- (4) The provision of 64(3) above is also applicable for a minimum of five (5) days in relation to clause 67 – The Effect of Illness whilst on Annual Leave or Long Service Leave.
- (5) Employees will accrue personal leave on the following basis:
 - a. Employees who work an average 38 hour week;
 - i. First 12 months: 91.2 hours (equals 12 days x 7.6 hours) per year; and
 - ii. Subsequent years: 114 hours (equals 15 days x 7.6 hours) per year; and
 - b. Employees who work an average 36.25 hour week:
 - i. First 12 months: 87 hours (equals 12 days x 7.25 hours) per year; and
 - ii. Subsequent years: 108.75 hours (equals 15 days x 7.25 hours) per year.

- (6) Notice must be given to the employer as soon as practicable, which may be at a time before or after the leave has started, that the employee is, or will be, absent from his or her employment.
- (7) Any absence on personal leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or other evidence satisfactory to Council.
- (8) If it is deemed by the CEO, or the CEO's delegate, following consultation with the employee concerned, that a regular pattern of personal leave which is not supported by a medical certificate or other evidence to the Council's satisfaction, exists which cannot be adequately explained by the employee, then the employee may be required to produce a medical certificate or other evidence to the Council's satisfaction for any single day of personal leave for a period of no more than twelve (12) months. At the end of the period, each case will be reviewed as to the need for the continuation of the production of medical certificates / evidence for single personal leave days.
- (9) Whilst an employee is on personal leave, (sick leave or carers leave) they shall not be eligible to participate in an On-Call roster, except in exceptional circumstances as detailed in Schedule 4 of this Agreement. Should an employee rostered to be on call be required to take personal leave during the rostered period, the employee must advise the relevant manager they will be unavailable so that alternate on-call arrangements can be made.
- (10) Where an employee takes leave to care for a primary carer, such leave will be taken from the balance of any sick / personal leave entitlement owing to the employee. Should the employee's sick / personal leave entitlement be exhausted, the employee may take leave without pay or may exhaust other leave entitlements.
- (11) In addition to the Personal Leave entitlements under the relevant Award, the access to carer's leave / personal leave shall be extended to caring for a primary carer of a family member who is incapacitated and unable to provide that primary care. On each occasion the employee takes carer's / personal leave to care for a primary carer, the employee must provide a letter from a qualified medical practitioner substantiating the need to care for the primary carer. Additionally, an employee will be required to provide a medical certificate to substantiate a requirement to be absent from work for more than 2 days to care for a primary carer.

65 Uncapping of Personal Leave

- (1) All employees covered by this Agreement that are entitled to accrue Personal Leave will be entitled to accrue personal leave without capping of the total amount that can be accrued.

66 Personal Leave separate to other leave

- (1) Personal leave under this Agreement does not include Bereavement Leave, Cultural and Ceremonial Leave, or any other Special Leave.

67 The Effect of Illness Whilst On Annual Leave or Long Service Leave

- (1) If an employee is overtaken by illness whilst absent from duty on annual leave or long service leave, the employee shall, on the production of a certificate signed by a duly qualified medical practitioner certifying that such employee was incapacitated by such illness to the extent that the employee would have been unfit to perform normal workplace duties for a period not less than five (5) days, be entitled to have such period of illness debited from the employee's sick / personal leave entitlement and the employee's annual or long service leave entitlement shall be adjusted

accordingly. An adjustment will also be made to any annual leave loading paid to the employee.

68 Payment of Unused Personal Leave on Cessation of Employment

- (1) All employees covered by this Agreement shall be entitled to part payment of unused personal leave on cessation of their employment provided that, at the time the employee ceases employment with the Council, the employee has had five (5) years of continuous service with Council or with another local government employer in Queensland with whom we have a reciprocal Agreement.
- (2) The payment for unused personal leave shall be calculated at the rate of \$250.00 per week up to a maximum of \$6,500.00, using the following formula:
- (3) $\text{Personal leave balance in hours} / \text{base hours per week} \times \250.00 .

Part 18 Leave Provisions: TOIL

69 Time Off In Lieu (TOIL) Of Approved Overtime

- (1) Any employee subject to the Queensland Local Government Industry (Stream A) Award 2017 at Local Government Officer Level 5 and below or an employee employed under the provisions of the Awards listed in clause 5(2) of this Agreement, who has accrued an entitlement to an overtime payment can elect to accept this overtime payment or may apply to their supervisor to have time off in lieu of the overtime (TOIL).
- (2) An employee subject to the Queensland Local Government Industry (Stream A) Award 2017 who is in receipt of a salary equal to or in excess of the first increment of classification Level 6, upon claiming for overtime shall be given time off equivalent to time worked as TOIL.
- (3) Any employee subject to the Queensland Local Government Industry (Stream B and Stream C) Award 2017 or an employee employed under the provisions of the Awards listed in clause 5(2) of this Agreement who has accrued an entitlement to an overtime payment can elect to accept this overtime payment or may apply to their supervisor to have time off in lieu of the overtime (TOIL).
- (4) For the general use of TOIL as described in clauses 69(1), 69(2) and 69(3), such time off would be on the basis of an hour for an hour.
- (5) In instances where employees are sought to represent Council at community events the CEO has the discretion to apply a loading to the TOIL accrued that equates to the overtime rate for the overtime worked. That is, if an employee works overtime during a period that would normally attract a rate of 1.5 times the ordinary hourly rate in paid overtime in accordance with the relevant Award, then TOIL would accrue at the rate of 1.5 hours for each hour worked during the applicable period.
- (6) The arrangement in clause 69(5) above of this Agreement is primarily to be applied when employees are called through expressions of interest to represent or work for Council at the location and during the period of the Mossman Show and significant Council events e.g. Port Douglas Carnivale. The CEO will however, have discretion to apply a loading in relation to clause 69(4) above for TOIL accrued during any other special community events where Council seeks employees to work the necessary overtime.
- (7) For the purposes of clarity, all employees entitled to choose TOIL may only do so when there is mutual agreement. Council cannot direct an employee to take

additional hours worked as TOIL except for officers under the provision of clause 69(2) above of this Agreement.

- (8) In all other circumstances, TOIL will be taken as soon as possible at a mutually agreed time, consistent with the operational requirements and may be taken in whole days or part thereof.
- (9) A maximum of 5 days ordinary work time TOIL may be accrued at any one time.
- (10) Any accrued TOIL hours not taken within the period provided by the applicable Award shall be paid out at the relevant overtime rate.
- (11) All overtime / TOIL claims are to be submitted via Council's payroll system or through completion of the appropriate time sheet prior to the conclusion of the pay fortnight.
- (12) When taking a period of leave, employees will be required to take TOIL accruals prior to accessing annual leave or long service leave.

Part 19 Other Leave Provisions

70 Bereavement Leave

- (1) An employee, other than a casual employee, shall on the death of a member of their immediate family or household, defined in clause 2(1), shall be entitled, on notice, to paid leave up to and including the day following the funeral. The entitlement to paid leave will be up to a maximum of five (5) ordinary days of work (pro-rata for part-time employees). The employee shall provide the employer a copy of the funeral notice or other evidence of death that the employer requires.
- (2) Casual employees shall be entitled to three (3) days unpaid bereavement leave on the death of a member of their immediate family or household.
- (3) The list of family members provided for in the definition of immediate family or household in clause 2(1) of this Agreement is not exhaustive and Council recognises that this may not meet that of all the cultural groups in Council's workforce. Management may also grant requests for bereavement leave in circumstances where the deceased is a person that occupied the same prominence in the employee's life as a family member identified in the 'immediate family or household' definition in clause 2(1) of this Agreement. Where an employee is obligated by their respective custom or religion to show their respect for a deceased person by participating in the burial ritual, but where leave for that purpose is not available under this clause, leave may be applied for as Cultural and Ceremonial Leave as provided in clauses 72 of this Agreement.
- (4) In addition, an employee may access other accrued paid leave, (including annual leave or TOIL), or unpaid leave when a person dies who is a member of the employee's immediate family or household, or for whom an Indigenous community responsibility is culturally required of the employee, and the period of bereavement leave provided is insufficient.
- (5) Bereavement leave can be taken from the time the employee is notified of the death up to and including the day following the funeral. There is no requirement for the bereavement leave to be taken consecutively.

71 Community Volunteer Leave

- (1) Council in supporting the local community in engaging volunteers to support schools, communities, citizens and non-profit organisations, and recognising the commitment of Council employees to engage in volunteer service, shall grant Community Volunteer Leave of up to two (2) days paid Community Volunteer Leave per annum, to permanent full-time and part-time employees.
- (2) Leave not taken within the calendar will be forfeited and shall not be carried over into the next calendar year.
- (3) Employees shall not be paid for any untaken Community Volunteer Leave on termination of employment.
- (4) Community Volunteer Leave does not apply to casual or temporary employees.
- (5) Volunteer activities should preferably take place within the Douglas Local Government Area; however, consideration will be given for approval for leave of this type for volunteering activities outside of the Douglas Local Government Area.
- (6) Community Volunteer Leave may be made available to employees from Indigenous and Culturally Linguistically Diverse Backgrounds for culturally significant events such as National Aboriginal and Islander Day, Journey of Healing Day (formerly *Sorry Day*), Referendum Day, Mabo Day and other cultural events, on the proviso that the employee concerned is assisting a participating charitable Indigenous organisation in the conduct of the ceremonies or celebrations in a volunteer capacity.
- (7) Management approval of leave will be subject to consideration of operational requirements and will only be granted for volunteer work with community-based non-profit organisations and charitable groups or to community based groups at the CEO's discretion. People and Community Services will maintain a list of recognised and community non-profit organisations and charities as approved by the CEO.
- (8) Community Volunteer Leave will not be approved to assist an organisation which is primarily for sporting, recreational or social purposes, primarily for political, lobbying or promotional purposes or carrying on a commercial enterprise.
- (9) An employee seeking approval to take Community Volunteer Leave must provide to the relevant manager written evidence from the registered charity or institution that the volunteer work is required.
- (10) After an employee has taken granted Community Volunteer Leave, the employee must also provide the relevant manager with written advice from the registered charity or institution that the employee did in fact engage in the volunteer work for the period of time the approved for paid leave

72 Cultural and Ceremonial Leave

- (1) Council recognises that employees from Indigenous, culturally and linguistically diverse backgrounds may be obliged to attend cultural and ceremonial events. Council agrees to support and recognise cultural diversity in the workplace, by allowing employees to take up to 5 days of leave without pay as cultural leave for the purpose of attending legitimate ceremonial and cultural events.
- (2) Employees who wish to take Cultural and Ceremonial Leave must make a request to their immediate supervisor at a reasonable notice period prior to taking leave. Notice period may be shortened in circumstances where notice is not possible such as funeral ceremonies etc. Requests for Cultural and Ceremonial Leave should not be unreasonably refused.

- (3) An employee may be requested to provide validation of the ceremony/event from an appropriate Cultural Authority.
- (4) Where ceremonial attendance is required away from work for more than five (5) days, an employee can apply for accrued paid leave for which they are entitled to e.g. Annual Leave, RDO, TOIL or Special Leave.

73 Special Natural Disaster Leave

- (1) An employee other than a casual employee unable to attend work as a result of a declared natural disaster may be granted up to a maximum of three (3) days paid special natural disaster leave per event (non-cumulative).
- (2) Special Natural Disaster Leave is available to staff under the following conditions and/or circumstances upon the declaration of a natural disaster situation affecting the Douglas Shire Council Local Government Area (LGA):
 - a Where the employee must leave work early due to the likelihood that their normal mode of transport from work will likely be discontinued due to such disaster; or
 - b. Where the employee has a genuine domestic necessity that requires them to leave early, remain at or return to their home; to prepare, protect or remove belongings etc. from a personal dwelling or place of residence that may reasonably be affected by the disaster; or to another residence or premises to protect the safety of the employees immediate family on account of such disaster; or
 - c. To make or organise temporary repairs, or to clean up etc. the employees personal dwelling that has been directly damaged as a result of such disaster; or
 - d. Where due to such disaster an employee is prevented from travelling from their place of residence to their usual place of employment on account that it would threaten the safety of the employee if they were to attempt to attend for work by either their usual, or some other reasonably available means of transport; and
 - e. It is not reasonable for the employee to attend for duty at another Council depot or office; and
 - f. They have advised, as soon as reasonably practicable, their supervisor of the circumstances and reasons for the need to access the leave for reasons outlined in clauses 73(2)a-e.
- (3) Where a general and wide-spread threat of flooding, cyclone, bush fire or other natural occurrence is imminent and where a natural disaster has not been declared, the CEO will determine the appropriate response with regard to all staff who may be subject to one or more of the circumstances outlined in this clause. In that case, the CEO may provide a standard entitlement for all employees to leave their place of work at a prescribed time/date and return to work at a prescribed time/date. Any request for variations by individual employees to that period of leave may be considered on a case by case basis.
- (4) Where clauses 73(2) and (3) do not apply, and where an employee is not able to attend work due to cyclone, flood, severe weather conditions, bushfire or isolated flooding to an employee's home and where no reasonable detour is available to attend work, the CEO may grant up to two (2) days paid special leave per calendar year for each employee.

74 Special Global Pandemic Leave

- (1) Where a Global Pandemic event has been determined by the CEO for the LGA and employees are prevented from working:
 - a. as a result of being required to self-isolate by government or medical authorities; and/or acting on the advice of a medical practitioner, or
 - b. as a direct result of measures taken by government or medical authorities in response to a pandemic.

The CEO will determine the appropriate response with regard to all staff who may be subject to one or more of the circumstances outlined in this clause. In that case, the CEO may provide a standard entitlement for all employees to leave their place of work at a prescribed time/date and return to work at a prescribed time/date. Any request for variations by individual employees to that period of leave may be considered on a case by case basis.

- (2) The paid special leave is available to full-time and part-time employees.

75 Trade Union Training Leave

- (1) Paid leave of absence of up to fifteen (15) days over a period of three (3) years will be available to Council union delegates to attend specific union training courses approved by the Branch Executive of the Union. The leave shall be taken at a mutually agreeable time so as not to interfere with the continuity at work where such continuity is necessary. This leave will apply to each delegate per Union per year who are a party to this Agreement.

76 Voluntary Emergency Services Leave

- (1) Council recognises that during times of emergency there may be occasions where Council's support and resources will improve the ability for Emergency Services to provide assistance to the community.

Employees who are eligible for Voluntary Emergency Services Leave, in accordance with this clause, shall be allowed up to five (5) days paid special Voluntary Emergency Services leave per calendar year (non-cumulative) to respond to emergency situations that endanger the community such as fire, flood and cyclone. This entitlement does not apply to time taken to attend training events, search and rescue activities, road crash rescue, incident management etc.

- (2) Voluntary Emergency Services Leave only applies to all permanent full-time and part-time employees who are volunteer members of the Rural Fire Service (RFS), Marine Rescue, the State Emergency Services (SES), The Red Cross Queensland Emergency Services, The Queensland Ambulance Service, or the RSPCA.
- (3) Permanent full-time and part-time employees of other voluntary services or any other Local or State Government body established during the emergency, who may offer assistance to recognised emergencies, may be considered on a case by case basis by the Chief Executive Officer.
- (4) Auxiliary fire fighters with the Queensland Fire and Rescue Service will not receive paid Voluntary Emergency Service Leave under this policy as they receive payment for their service from QFRS. Council will, however, subsidise any payment received from QFRS to ensure the employee is paid the equivalent of their ordinary rate of pay (for up to a period of 5 days). For this purpose, employees are required to provide the payroll unit with a copy of their remittance advice for the payment received from QFRS and the amount will be deducted during the next pay period.

- (5) Voluntary Emergency Services Leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible employees.
- (6) Any additional time required by an employee to attend an emergency, in excess of the Voluntary Emergency Services Leave entitlement, may be taken as Annual Leave, TOIL, Flex or RDOs subject to the Manager's discretion. Such leave will not be unreasonably refused.
- (7) Example:
Ann is full-time Council employee and is a volunteer member of the Rural Fire Service (RFS). She is called to assist in a flood emergency and is away from work for 3 days. Ann will receive full pay for 3 days ordinary hours of Voluntary Emergency Services Leave. She takes 2 further days off during the calendar year to attend a training event. This will not be paid as Voluntary Emergency Services Leave but may be taken as annual leave, long service leave(if eligible) or toil. Later in the same calendar year, Ann requests 3 days leave to assist in a bush fire event. She will be paid 2 days ordinary hours of Voluntary Emergency Services Leave and may take the other 1 day as annual leave, long service leave or toil.

Part 20 Wages, Salaries and Allowances

77 Payment of Salaries / Wages

- (1) Salaries/Wages shall be paid fortnightly.
- (2) Payment shall be made by means of an Electronic Funds Transfer (EFT) to a bank, building society or credit union nominated by the employee receiving the salary or allowance where the Electronic Funds Transfer is of such an amount as will ensure to the employee payment of salary and allowances in full at the place where payment is tendered.
- (3) In the case of a discrepancy in an employee's base pay of less than \$50.00 net, the adjustment will be paid within the next pay.
- (4) Where a discrepancy in an employee's pay (including overtime, penalties and other allowances) exceeds \$50.00, and provided that all timesheets and notices are completed and on time, the employee may request that the discrepancy be paid either by cheque or Electronic Funds Transfer within 48 hours of the discrepancy being advised to the pay office. Otherwise the adjustment will be paid within the next pay.
- (5) In the case of an overpayment of wages, the employee concerned shall be contacted prior to any recovery action being taken. Recovery of such wages will be undertaken in accordance with the *Industrial Relations Act 2016*.

78 Wage Increases – General

- (1) Council agrees to pay employees a wage/salary increase as detailed below during the term of this Agreement and the wage/salary increases will be applied on the first full pay period following the specified date.

Effective Date	Percentage % Increase
First full pay period commencing on certification, any back pay from first full pay after 1 July 2020 will be paid prior to 30 June 2021	2.2%

First full pay period commencing on or after 1 July 2021	2.2%
First full pay period commencing on or after 1 July 2022	2.2%

79 Superannuation

- (1) Council shall provide a superannuation benefit to all eligible employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 2009* and in accordance with the terms of the Local Government Superannuation Scheme.
- (2) Superannuation contributions will be made to a complying fund of the employee's choice. If the employee does not nominate a fund, superannuation payments will be made by Council to LGIA Super as the default fund.

80 Salary Sacrifice

- (1) Salary sacrifice refers to an arrangement where employees elect to receive part of their gross salary as a benefit rather than as salary. To achieve this, the employee sacrifices a portion of their pre-tax ordinary pay for the specified benefits.
- (2) Council encourages employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.

Part 21 Allowances: Award Allowances

81 Position Specific Allowance

- (1) All applicable allowances for employees shall be in accordance with the full provisions of the relevant parent Award unless otherwise specified in the following clauses or Schedules of this Agreement:
 - a. Existing Annualised Allowances Payable.
 - b. Mechanical Workshop Disability Allowance – refer to Schedule 4 of this Agreement.
 - c. Sewerage Treatment Plant Disability Allowance – refer to Schedule 5 of this Agreement.
 - d. All Purpose Allowance – Plumbing Inspectors – refer to Schedule 6 of this Agreement.
 - e. Live Sewer Allowance – refer to Schedule 7 of this Agreement.

82 Meal Allowance

- (1) When applicable, under the provisions of the relevant Award, the meal allowance payable shall be \$17.00.

83 Overtime

- (1) Overtime shall be paid in accordance with the full provisions of the relevant Award.

84 Higher Duties Allowance

- (1) Higher Duties shall be paid in accordance with the full provisions of the relevant Award.

Part 22 Allowances and Benefits: Outside the Relevant Awards

85 Leading Hand Allowance

- (1) All positions entitled to payment of Leading Hand Allowance as defined in Section 13.11 of the *Queensland Local Government Industry (Stream B Award) - State 2017*, shall be paid \$61.30 per week for employees in a permanent leading hand position.
- (2) The allowance payable as set out in above shall be indexed to wage increases as prescribed by Councils Enterprise Bargaining Agreement.

86 Camp Allowance

- (1) Where, for the performance of work, it is necessary for employees to live in a camp provided by Council either because there are no reasonable transport facilities to enable such employees to travel to and from home each day or because such employees are directed to live in such camp, such employees shall be paid a camping allowance of \$50.00 per night (including Saturday and Sunday) for the period that the employees live at the camp.

87 Working Away Allowance

- (1) Where, for the performance of work, it is necessary for employees to live in a camp provided by the employee, either because there are no reasonable transport facilities to enable such employees to travel to and from home each day or because such employees are directed to live in such a camp, such employees shall be paid a Working Away Allowance of \$150 per night (including Saturday and Sunday) the employees live in a camp.
- (2) Employees Working Away Allowance is payable where an employee is required to provide their own camping facilities (tent, kitchen, toilet, shower, food etc.). This allowance is non-taxable and non-reportable.

88 Reimbursement of Professional Association Fees

- (1) Where an employee is required by legislation to be a member of a professional association or registered industry board in order to discharge their professional Council duties; or where membership of an association or registered industry board is a condition imposed by Council in the employee's contract of employment and position description so as to make Council the beneficiary of such payments; then these are to be made direct to the association by the employee and will then be reimbursed to the employee by Council.
- (2) The membership fees, application fees and or renewals of employees to professional associations or registered industry board may be charged to the budget of the relevant Council department provided:
 - a. Membership fees are paid to a recognised professional association or registered industry board;
 - b. Membership payment is limited to one association or registered industry board per employee per year;

- c. Membership reimbursement must be approved by the employee's Manager; and
 - d. Reimbursement is made to the employee who holds the recognised professional designation or carries out the legislative requirements. No payment will be made directly to a professional association or registered industry board.
- (3) Where professional association membership is not a condition of employment, or a legislative requirement on an employee's position, Council will review each claim for reimbursement of professional membership fees on a case by case basis to determine the primary beneficiary. If the employee is the sole beneficiary, Council will not reimburse such fees. Where Council receives primary or a reasonable level of benefit, reimbursement of fees may be considered.

89 Travel Allowance for Transferred Employees

- (1) Each employee has been, and new employees shall be, appointed to a role at a specified location, which shall be their principal place of employment. This clause shall not apply in circumstances where an employee;
 - a. Commences and finishes work at his/her principal place of employment but undertakes duties at a site or workplace in another area and is provided with transport; or
 - b. Is relocated between a depot or office within five (5) kilometres of their principle place of work; or
 - c. Applies for and is appointed to and accepts a position designated at another workplace in another area.
- (2) There shall be no restrictions on the temporary transfer of employees between locations and employees can be required to work anywhere within the region, subject to workplace health and safety requirements.
- (3) The employer will consider an employee's personal circumstances and give as much notice as possible but at least 24 hours' (one working day) notice of a requirement to start/finish work at a different location for a temporary period. When an employee is temporarily transferred from their principal place of employment to start and finish work at another location, they shall be provided with commuter use of a Council vehicle, or paid the appropriate vehicle allowance as specified by the Australian Tax Office if agreeable to using their private vehicle. Any travel time in excess of normal daily travel will be undertaken in the employer's time or paid at the ordinary time rate Monday to Friday or time-and-a-half on Saturday, Sunday or Public Holiday.
- (4) If the need should arise for Council to direct an employee to work at or from different location for a period in excess of three (3) months, arrangements applicable to the employee's individual circumstances will be discussed with the employee concerned, and their representative if requested.
- (5) If an employee is requested by Council and agrees to permanently change their principal place of employment to another location within the region, other than when the employee has applied for an advertised role in the new location, the arrangements applicable to temporary transfer may apply for up to three months, or the transferred employee may request the equivalent payment be made in one lump sum to facilitate purchase of a vehicle or relocation of residence.

90 On-Call Arrangements

- (1) Council is not prepared to force an employee to participate in a roster which requires the employee to remain on-call outside normal working hours, except where the employee has previously agreed to a condition of employment that requires the employee to participate in an on-call working arrangement that is an inherent requirement of the position. Employees can however be rostered to remain on-call outside normal working hours where an employee volunteers to participate in such an on-call arrangement.
- (2) The terms and conditions which are to apply to employees who are required to remain on-call outside normal working hours pursuant to a condition of their employment or who agree to remain on-call outside normal working hours shall be as per Schedule 8 of this Agreement.

91 Fatigue Break

- (1) The management of fatigue is considered a shared responsibility between Douglas Shire Council and its workers.
- (2) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there is not at least 10 consecutive hours off duty between those times shall, subject to clause 91(2) be released after completion of such overtime until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (3) If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 91(1), the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (4) Overtime worked shall not be regarded as overtime for the purpose of clause 91 where the actual time worked is less than 2 hours.
- (5) If the on-call officer has an excessive number of remote dial-ins after 9pm then the Fatigue Break provision may apply. For the purpose of this clause, an excessive number of dial-ins will be defined as three or more dial-ins, irrespective of the actual time worked per dial in after 9pm.

92 Unpleasant Working Conditions

- (1) This clause applies where employees are required to undertake a task and/or perform work that is considered to be particularly unpleasant as defined in Schedule 9 of this Agreement and covers such circumstances where employees come into contact with faeces, blood, suicide, nappies, urine, putrescible waste (where no other Award provisions apply) and vomit and in the absence of any other Award provision being applicable for such circumstances.

93 Supervisors of Stream B Award Employees

- (1) Where an employee covered by the Award listed in clause 5(2) of this Agreement is defined in the relevant Award as supervising Stream B employees whose ordinary hours of work are 38 hours per week, such employee shall be paid for the hours worked between 36.25 hours and 38 hours at the ordinary rate payable for the first 36.25 hours and will be paid overtime rates thereafter.

94 Uniforms – Outdoor Staff

- (1) This clause applies to those employees who are required to perform their work, either wholly or substantially outside and those employees who are required to perform their work either wholly or substantially indoors and whose work requires the issue of a corporate uniform as PPE.
- (2) Council agrees to provide new employees with an allocation of clothing comprising:
 - a. Seven (7) long sleeve shirts with corporate logo;
 - b. Seven (7) long pants with corporate logo;
 - c. One (1) pair of safety glasses;
 - d. One (1) broad brim hat; and
 - e. Two (2) pairs of approved safety foot wear and socks to the value of \$200.00 per pair
- (3) A new employee upon commencing with Council will receive the allocation of clothing as detailed in clause 94(2) above as follows:
 - a. Four (4) long sleeve shirts with corporate logo initially and the remaining three (3) shirts after successfully completing their probationary period;
 - b. Four (4) long pants with corporate logo initially and the remaining three (3) pants after successfully completing their probationary period; and
 - c. One (1) set of approved safety foot wear and socks to the value of \$200.00 and the remaining pair of approved safety foot wear and socks to the value of \$200.00 after successful completing their probationary period.
- (4) Council agrees to provide existing employees with an annual issue of three (3) long sleeve shirts with corporate logo, three (3) long pants with corporate logo and one (1) set of safety glasses. Fair wear and tear will be taken into consideration for the replacement of clothing and footwear.
- (5) All uniforms must be worn in line with WH&S standards for UV protection, PPE and Corporate presentation standards.
- (6) Employees who require special fit footwear due to a medical condition will be provided with such footwear at no cost to the employee on production of medical advice.
- (7) The issued uniforms must not be altered from the original manufacturers design; and employees will be required to maintain these items to a reasonable standard.

95 Corporate Uniforms

- (1) This clause applies to those employees who are required to perform their work, either wholly or substantially indoors, and whose work does not require the issue of a full corporate uniform as PPE.
- (2) The Council will provide each employee with an annual subsidy to a maximum of \$390.00 per full time employee per annum (part time and casual employees will be calculated on a pro rata basis e.g. work 2 days per week = 40% of annual subsidy = \$156.00) for the provision of uniforms to be purchased from Council's contracted provider of indoor uniforms.
- (3) Where an employee who primarily works indoors, is required to work outdoors, as part of their nominal position duties, they will be issued with one full set of personal protective equipment inclusive of safety foot wear. Replacement of the personal protective equipment, including foot wear will be on a *fair wear and tear* basis.

Part 23 Learning and Development

96 Learning and Flexibility

- (1) The parties agree there is a need to embrace learning flexibility in order to meet the challenges of local government. The requirement for learning and development is significant, to support and enable employees at all levels to embrace change and increase their capability.
- (2) The parties recognise that increasing efficiency and productivity requires ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly the parties commit themselves to:
 - a. developing a highly skilled and flexible workforce;
 - b. providing employees with opportunities through appropriate education and training to acquire additional skills;
 - c. ensuring opportunities offered provide employees with up-to-date skill sets relevant to their role; and
 - d. provide training opportunities that support career progressions and succession planning within Council.
- (3) All employees shall have reasonable and equitable access to education and training. Such education and training shall:
 - a. enable employees to acquire the range of skills they are required to apply, relevant to the duties and responsibilities of their position description; and
 - b. enhance employees' opportunities for transfer / secondment / promotion.
- (4) Council undertakes to develop and implement training to grow its own employees thereby preparing employees for future career opportunities.
- (5) After commencement of employment and through annual refresher training the following will be provided to all employees:
 - a. Corporate Induction to new staff to ensure the individual has a holistic introduction to local government and Council operations. This also allows new staff to meet employees and form networks for informal support across the organisation. In addition, all Corporate Workplace Health and Safety requirements are outlined to ensure consistency and to meet legislative requirements. Council is also committed to mentoring and developing employees in a professional environment and in particular new starters, school leavers, and first time Local Government employees.
 - b. Equity training;
 - c. Code of Conduct Training;
 - d. Family and Domestic Violence Awareness Training;
 - e. Wellness Awareness and First Aid Mental Health Awareness Training;
 - f. Additional programs may include but not be restricted to:
 - i. Customer Service,
 - ii. Dealing with Difficult People,
 - iii. Leadership development,
 - iv. LGMA Rural Management Challenge,
 - v. Problem Solving; and

vi. Professional/Personal development.

- (6) After appointment to a position of a Team Leader, Supervisor or Manager the employee must undertake a two day training Family and Domestic Violence training and undertake annual refresher training for this course.

97 Personal Review and Development Plan (PRDP)

- (1) In underpinning Council's commitment to ensure equity in appropriate and beneficial training and development being offered to all employees, Council will, over the life of this Agreement put in place measures to meet 100% compliance in employees participating in the annual Personal Review and Development Plan (PRDP).
- (2) This will provide all employees with the opportunity to participate in their own personal development through the process of creating a plan based on the Corporate Plan, awareness, values, reflection, goal-setting and planning for their personal development within the context of a career, education and self-improvement. PRDP will also be a key input into the annual Council training programs based on approved development actions as agreed between employees and their Managers.
- (3) The PRDP process provides a direct link between employees and supervisors that facilitates clear and meaningful feedback to support the achievement of the agreed goals outlined in the PRDP.
- (4) The objective of the system is to provide an effective user-friendly professional development system for employees.
- (5) The process provides staff with the opportunity to:
- a. Actively contribute to the achievement of Council's goals;
 - b. Participate in setting work objectives and commitments;
 - c. Improve communication and feedback with managers and staff;
 - d. Clearly understand job requirements and expected behaviours;
 - e. Identify and pursue personal/professional learning and development opportunities; and
 - f. Receive recognition for achievements
- (6) A PRDP must be agreed to between the employee and their respective supervisor within 1 month of completion of the employee's probationary period and then annually thereafter, closely aligns to what the employee, the employee's team requirements. In addition, many aspects of the system support the factors that contribute to employee engagement which manifest in:
- a. Clear direction;
 - b. Supportive environment;
 - c. Challenge and meaning;
 - d. Influence;
 - e. Growth and recognition; and
 - f. Relationship with supervisor.
- (7) There are three steps to the annual PRDP:
- a. Step 1 – Planning. In the planning phase the employee and supervisor work together to create a performance plan that includes:
 - i. The results, focus areas and objectives the employee will achieve;

- ii. The knowledge, skills, agreed behaviours and capability sets required to perform the role in its entirety and in a dynamic environment;
 - iii. A PRDP lists activities that will support personal and professional development; and
 - iv. The PRDP relates to the Council's Corporate Plan, the employee's position description and the employees own objectives; and
- b. Step 2 Actioning. In the actioning phase of the PRDP cycle, the employee works toward achieving the results they have committed to. To be effective in this step and in the employees' job, the employee will need to do four things:
 - i. Track their own performance against their plan. The employee should collect evidence over time to support their performance. Examples of evidence may include samples of work, feedback from customers etc;
 - ii. Seek and act on feedback from others;
 - iii. Request coaching and support; and
 - iv. Conduct at least one interim review with the employees' supervisor to check their progress; and
- c. Step 3 Reviewing. In the reviewing step, the employee and their supervisor meet to discuss the accomplishments and contributions and provide performance feedback. The reviewing performance discussion is a summary of the interim progress discussions that have been had up to that point, including a look at new or changing circumstances and information collected since the last discussion. The employee and their supervisor will compare actual results to the results that were planned. If the employee and their supervisor have been tracking performance and sharing information throughout the cycle, there should be no surprises in this discussion. Instead, the review is a forward-looking discussion.

98 Women's Development Programs

- (1) Council is committed to supporting women in Local Government by providing programs that incorporate personal and work development. These programs address and encourage behavioural and attitudinal change in a range of areas including goal clarification, work/life balance, handling change, confidence, assertiveness and career planning. Women's development programs enable staff to realistically assess their current situation, decide on the next steps for their development, equip them with the positive attitude and skills needed to take those next steps and accept responsibility for their own development.

99 Study Assistance

- (1) Council supports employees who endeavour to further their education (as it relates to their position), through the provision of financial subsidy and study leave.
- (2) Study Assistance is available for:
 - a. Courses leading to a recognised secondary or tertiary level qualification;
 - b. A short course not necessarily leading to a qualification, if the course is offered by an approved educational institution or examining body (Learning and Development can advise on the eligibility of short courses for study assistance);
 - c. Provision of training necessary to provide eligibility to join a professional association or ability to undertake certain legislative requirements related to a

profession as per Clause 88 Reimbursement of Professional Association Fees, of this Agreement; and

- d. Financial Assistance and leave to attend classes and examinations may be granted to eligible staff members enrolled in an approved course.
- (3) Employees must pay their fees up front each semester and claim reimbursement upon successful completion at the end of each semester.
- (4) Approval for Study leave must be given by the respective Manager.

100 Secondments as a Learning Tool

- (1) Council is committed to providing opportunities to employees for Internal Secondments for the purpose of enhancing employees' professional and personal development and for the better use of human resources throughout Council.

101 Training Out Of Hours

- (1) Training and skill development will generally be carried out in normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. When organising training outside of normal working hours, Council shall have regard to each employee's family responsibilities.
- (2) Where parties agree, employees may be requested, on a voluntary basis, to attend training outside of normal working hours on 2 occasions, of no more than 8 hours duration each, during each financial year.
- (3) Where employees agree to attend training in accordance with clause 101(1) of this Agreement, payment for attending such training will be at ordinary time rates.
- (4) Training outside of normal working hours can only be scheduled to occur on a workday evening or, on a Saturday between the hours of 7:30 am and 4:00 pm.
- (5) Training cannot occur on a Sunday or public holiday.
- (6) Where employees are directed to attend training outside of normal work hours other than in accordance with clause 101(2) of this Agreement, the employees will be paid at overtime rates.
- (7) The time that employees spend attending training outside of normal work hours will be included as part of the time allowed as a minimum break between shifts.

102 Learning and Development Categories

- (1) Council will structure learning and development programs so that they are categorised in accordance with the level of education and expected learning outcome of the employee as follows.
 - a. Category One: The course of study to be undertaken is a condition of the employee's position. This category comprises traineeships, apprenticeships and cadetships. A nationally accredited qualification will be attained at completion of the course.
 - b. Category Two: The course has direct relevance to the employee's area of work and completion of the course would be advantageous to the employee's current position. Course completion may or may not result in the attainment of a nationally accredited qualification.
 - c. Category Three: The course has direct relevance to areas of the employee's personal development that will enhance and complement their practical competencies. Such courses are outlined within the Learning and Development Program and are generally delivered in-house.

Signatories

Signed for and on behalf of Douglas Shire Council
Mark Stoermer, Chief Executive Officer

Mark Stoermer

Signature Chief Executive Officer

10th day of March 2021

In the presence of:
Erica Jean Bigby

Erica Jean Bigby

Signature

10th day of March 2021

Signed for and on behalf of The Australian
Workers Union of Employees, Queensland
(AWU)EQ

Stephen Baker

Print Name and Title
Queensland Secretary

Stephen Baker

Signature

15th day of March 2021

In the presence of:

Breanna Beattie

Print Name

13/333 Adelaide Street
BRISBANE QLD 4000

Breanna Beattie

Signature

15th day of March 2021

Signed for and on behalf of The Construction,
Forestry Mining and Energy, Industrial Union of
Employees, Queensland (CFMEU)

JADE INGHAM - ASSISTANT STATE
SECRETARY

Jade Ingham

Print Name and Title

Signature

11th day of March 2021

In the presence of:

EMMA EAVES

Emma Eaves

Print Name

Signature

11th day of March 2021

Signed for and on behalf of the Queensland
Services, Industrial Union of Employees (QSU)

NEIL HENDERSON, SECRETARY

Neil Henderson

Print Name and Title

Signature

9th day of March 2021

In the presence of:

Cary Pollock

Cary Pollock

Print Name

Signature

9th day of March 2021

Signed for and on behalf of The Automotive, Food,
Metals, Engineering, Printing and Kindred
Industries Industrial Union of Employee,
Queensland, Australian Manufacturing Workers
Union (AMWU)

Rohan Webb - State Secretary QLD/NT

Rohan Webb

Print Name and Title

Signature

10th day of March 2021

In the presence of:

Melissa McAllister

Melissa McAllister

Print Name

Signature

10th day of March 2021

Signed for and on behalf of The Electrical Trades
Union of Employees of Australia, Queensland
Branch (ETU)

Stuart Traill - Deputy Secretary

Stuart Traill

Print Name and Title

Signature

21st day of April 2021

In the presence of:

Kathryn Bignell

Kathryn Bignell

Print Name

Signature

21st day of April 2021

Signed for and on behalf of The Plumbers
Gasfitters Employees Union of Australia,
Queensland Branch, Union of Employees (PGEU)

GARY O'HALLORAN, STATE SECRETARY

Gary O'Halloran

Print Name and Title

Signature

15th day of March 2021

In the presence of:

SHARI CHARRINGTON

Shari Charrington

Print Name

Signature

15th day of March 2021

Signed for and on behalf of the United Voice,
Industrial Union of Employees, Queensland

Gary Bullock, Secretary

Gary Bullock

Print Name and Title

Signature

11th day of March 2021

In the presence of:

Evanna Beljak

Evanna Beljak

Print Name

Signature

11th day of March 2021

Signed for and on behalf of The Professionals
Australia

Annalese Jack - Organiser

Annalese Jack

Print Name and Title

Signature

18th day of March 2021

In the presence of:

Jessica Hensman

Jessica Hensman

Print Name

Signature

18th day of March 2021

Schedule 1 Standard Hours of Employment: Nine (9) Day Fortnight

1 Application of Schedule

- (1) This Schedule shall apply to all employees employed in a full-time capacity in accordance with the terms and provisions of this Agreement.
- (2) Employees wishing to enter into an agreement to not accrue Rostered Days Off (RDO) and work twenty working days of the month shall adhere to the provisions as set out in this Agreement under Clause 41 Workplace Flexibility Agreements.
- (3) Provided that it can be demonstrated, the Chief Executive Officer may, upon application, exclude an employee from the standard hours provisions of this Schedule where the inclusion of the employee would, in the demonstrated opinion of the CEO, be of personal benefit to the employee in avoiding hardship, or prejudice the efficient operation of the Council's business. In the case of such an exclusion, the employee will be engaged on a schedule of a twenty (20) working day month, working full daily ordinary hours in accordance with the relevant Award. Such an arrangement would not accrue Rostered Days Off (RDO).

2 Employees working a 36.25 hour week - Local Government Industry (Stream A) Award – State 2017

- (1) Where operational requirements permit, eligible employees working under the *Local Government Industry (Stream A) Award – State 2017* in consultation with their manager may work a nine-day fortnight arrangement provided that:
 - a. Employees have worked 72.50 ordinary hours over 9 days. These hours must be worked between the normal span of ordinary hours between 6:00 am and 6:00 pm in agreement with their supervisor/manager; and
 - b. Employees must work an additional 49 minutes per day for 9 days in a normal 10 day (2 week) period.

3 Employees working a 38 hour week - Local Government Industry (Stream B) and (Stream C) Award – State 2017

- (1) Where operational requirements permit, eligible employees working under the *Local Government Industry (Stream B) and (Stream C) Award – State 2017* in consultation, with their manager, may work a nine-day fortnight arrangement provided that:
 - a. Employees have worked 76.00 ordinary hours over 9 days. These hours must be worked between the normal span of ordinary hours between 6:00 am and 6:00 pm, to a work pattern that is set in agreement with the supervisor/manager;
 - b. Employees must work an additional 49 minutes per day for 9 days in a normal 10 day (2 week) period;
 - c. Where an employee's RDO falls on a Public Holiday, then the employee shall be entitled to either the next or the previous working day off, but if this is unsuitable to either the employee or the employee's manager, then the employee may take another day selected by mutual agreement between the employee and the manager;
 - d. The banking of RDOs will be permitted under this Agreement only in order to provide employees with RDOs to be used in the Christmas shutdown period. Under this provision all employees have the option to accrue days to a

maximum of three RDOs from the October 1 preceding the Christmas period for that year.

- e. Where an employee has agreed to work on their RDO due to operational reasons they may elect to accrue their RDO as TOIL or to be paid overtime for the hours worked. Overtime will be paid in accordance with the relevant Award;
- f. The above clause will not apply to employees subject to the Local Government Officer's Award who are at Local Government Officer Level 6 and above;
- g. When an employee has taken a period of personal leave that may go over their scheduled RDO, the RDO will be recorded as taken as scheduled with no reduction in their personal leave accrual;
- h. An employee who takes a period of personal leave on their RDO shall not receive any further day off in lieu of the RDO and may not claim the day as personal leave;
- i. Annual leave entitlements shall be recorded in hours so that each day's annual leave shall be recorded as 8.06, 8.11 and 8.50 hours as appropriate;
- j. During pay periods in which annual leave is taken, employees shall be entitled to take their RDO, with no reduction in annual leave credits;
- k. A day of relief work by an employee necessitated due to the absence of a employee in higher levels on their RDO shall not count as part of the qualifying period for higher duties purposes, unless that absence is preceded or followed by any other leave; and
- l. An employee who is relieving in a higher position, that is an Award position or a contract manager position, in which a Nine (9) Day Fortnight is not applied, and who is receiving the higher duties payments for that position, is excluded from the RDO arrangements and shall not be entitled to take RDOs whilst so relieving and shall not accrue RDOs during the period of relief.

4 RDO Accrual

- (1) RDO time will accrue at .05263158 hrs per hour booked for each of the following:
 - a. Normal Time;
 - b. Paid Jury Service Leave;
 - c. Paid Training Leave; and
 - d. Public Holidays.

- (2) Example:

Employees paid for 9 days, the RDO entitlement will be as follows;

For 36.25 hour week employees is $9 \times 8.06 \text{ hrs} \times .05263158 = 7.25 \text{ hrs}$ accrued RDO time.

For 38 hour week employees is $9 \times 7.6 \text{ hrs} \times .05263158 = 7.6 \text{ hrs}$ accrued RDO time.

5 Overtime

- (1) Subject to this Agreement, for the purpose of Clause "Hours of Duty" and Clause 83 Overtime of the Agreement, the hours provided for in Clause 2 Hours of Duty – 36.25 Hours a Week and Clause 3 Hours of Duty – 38 Hours a Week of this Schedule shall be as applicable to the ordinary working hours per day, the ordinary weekly hours, the spread of ordinary hours per day and the ordinary hours of duty.

Schedule 2 Nineteen Working Days Over a Four Week Period

1 Application of Schedule

- (1) This Schedule shall apply to full-time employees working a 19 day month either under Clause 41 Workplace Flexibility Agreement or Clause 43 Flexible Working Hours Arrangement (FWHA) of this Agreement.

2 Hours Of Duty – 36.25 Hours A Week

- (1) Each employee working one hundred and forty-five (145) hours in each four (4) week period, the ordinary hours of duty including mid-morning and mid-afternoon rest pauses of 10 minutes duration each but excluding a lunch break shall be seven hours and thirty-eight minutes per day Monday to Friday (inclusive) (hereinafter called the “Agreed Hours”) with the difference between Award ordinary hours and Agreed hours being held in accordance with clause - RDO Accrual, below. Employees are required to be at their respective workstations ready to start work at the agreed commencing time.

3 Hours Of Duty - 38 Hours A Week

- (1) Employees working one hundred and fifty-two (152) hours in each four (4) week period, the ordinary hours of duty including mid-morning and mid-afternoon rest pauses of 10 minutes duration each but excluding a lunch break shall be eight hours per day Monday to Friday (inclusive) (hereinafter called the “Agreed Hours”) with the difference between Award ordinary hours and Agreed hours being held in credit for application in accordance with clause - RDO Accrual, below. Employees are required to be at their respective work stations ready to start work at the agreed commencing time.

4 RDO Accrual

- (1) RDO time will accrue at .05263158 hrs per hour booked for each of the following:
 - a. Normal Time;
 - b. Paid Jury Service Leave;
 - c. Paid Training Leave; and
 - d. Public Holidays.

- (2) Example:

Employees paid for 19 days, the RDO entitlement will be as follows;

For 36.25 hour week employees is $19 \times 7.25 \text{ hrs} \times .05263158 = 7.25 \text{ hrs}$ accrued RDO time.

For 38 hour week employees is $19 \times 7.6 \text{ hrs} \times .05263158 = 7.6 \text{ hrs}$ accrued RDO time.

- (3) Each employee covered by this Agreement shall apply the hours held in credit toward one RDO in each and every four week period in accordance with a roster authorised by the relevant manager / supervisor. Should at the time of taking the RDO there is insufficient time in credit to amount to seven hours and fifteen minutes, for 36.25 hrs a week employees or seven hours and thirty-six minutes, for 38 hrs a week employees as the case may be, then such a shortfall shall be taken as annual leave.

- (4) Employees working under the *Local Government Industry (Stream A) Award – State 2017* may accumulate up to 5 RDOs with the approval in advance of the relevant supervisor. Once 5 RDOs have been accrued the relevant Manager will direct the employee to take such RDOs. It is to be noted that the intent is that accrual of RDOs is to be the exception rather than the rule.
- (5) Notwithstanding anything contained herein, the CEO or the CEO's nominated delegate, may require any employee to work on the RDO where in the opinion of the CEO such work is necessary.

5 Overtime

- (1) Subject to this Agreement, for the purpose of Clause “Hours of Duty” and Clause 83 Overtime of the Agreement, the hours provided for in Clause 2 Hours of Duty – 36.25 Hours a Week and Clause 3 Hours of Duty – 38 Hours a Week of this Schedule shall be as applicable to the ordinary working hours per day, the ordinary weekly hours, the spread of ordinary hours per day and the ordinary hours of duty.

Schedule 3 Annual Leave Flexibility: Purchase of Additional Annual Leave

1 Policy

- (1) Douglas Shire Council aims to assist staff to balance work and personal commitments by allowing employees to purchase additional leave of up to 4 weeks over a 12 month period. An additional leave purchase, referred to as *48/52 Annual Leave* for the purposes of this Agreement, would allow employees to accrue up to 4 weeks additional annual leave in a 12 month period by reducing their 52 week annual salary to a 48 week annual salary following approval from their manager.
- (2) An employee is able to maintain their superannuation benefit by continuing their normal employee and employer superannuation contribution for the period of the purchased leave.
- (3) Employees will have the option of purchasing one, two, three and four weeks (i.e. 51/52, 50/52, 49/52, 48/52). The purchased leave option will need to be in place for a minimum period of 12 months. Employees on the *48/52 Annual Leave* arrangement are obliged to take the leave within the 12 month period in which it is accrued.
- (4) Once the 48/52 arrangement is put in place, an employee's salary will be reduced by up to 7.68%. One week's salary equates to 1.92% of an employee's annual salary. This reduced annual salary will then be the employee's annual salary for all purposes of the Award and this Agreement and will be paid throughout the year, including when they take annual leave.
- (5) The 17.5% annual leave loading will be paid on the employee's normal salary rather at the reduced rate, to a maximum of five weeks paid annual leave. Ordinary annual leave entitlements continue to accrue at the current rates for leave liability reporting purposes. Superannuation contributions will be remitted at the 48/52 salary rate.
- (6) Where an employee terminates employment whilst on a 48/52 arrangement, the relevant 48/52 salary rate is the applicable rate for payment of entitlements.

2 Working Example

This example shows the impact on an employee's fortnightly salary when an additional four weeks, of annual leave is purchased.

<i>48/52 Annual Leave Arrangement</i>	<i>Without purchased leave</i>	<i>With 4 weeks purchased leave</i>
<i>Annual salary (gross)</i>	<i>\$ 45,000.00</i>	<i>\$ 41,538.00</i>
<i>Employer contribution per annum (12%)</i>	<i>\$ 5,400.00</i>	<i>\$ 4,985.00</i>
<i>Member contribution per annum (6%)</i>	<i>\$ 2,700.00</i>	<i>\$ 2,493.00</i>

3 Eligibility

- (1) Only full-time permanent, part-time permanent and full-time fixed-term employees, with terms of 24 months or more are eligible to apply for *48/52 Annual Leave* arrangements.
- (2) Employees who have accrued annual leave in excess of 20 days or accrued long service leave in excess of 65 days are unable to apply for *48/52 Annual Leave* unless they have approved arrangements to clear their excess leave within the 12 month period, such as part of a planned long-term break.

4 Conditions

- (1) An employee may purchase additional leave of at least one (1) week, in blocks of one week, up to a maximum of 4 weeks within a 12 month period.
- (2) Approval is for 12 months only and a new application must be made every 12 months.
- (3) Deductions from an employee's salary will commence in the first available pay period after approval. Any permanent salary increases or decreases such as an EBA increase, salary increment, promotion, reclassification etc. will affect the deduction amount and will be adjusted as soon as possible after the employee's salary changes.
- (4) Purchased Leave cannot be rolled over from one 12 month period to the next. The employee must take the leave in the 12 month approved period.
- (5) The cost of the additional leave will be by fortnightly pay deduction.
- (6) If an employee, with approved purchased leave, changes jobs within Council, then the arrangements will be honoured.
- (7) Purchased Leave can be taken in conjunction with all leave provisions. Where a public holiday falls within a period of Purchased Leave, the public holiday is not counted as a day of annual leave.
- (8) Purchased leave will not be approved where an employee has concurrently sought CEO approval to take annual leave at half pay for exceptional circumstances as provide by this Agreement.
- (9) Purchased Leave can only be accessed at full pay.

5 Approval Process - Initial Application

- (1) The supervisor or manager should assess applications for Purchased Leave while bearing in mind it is benefit for employees. All parties must however take into consideration the employee's needs balanced against Council's operational and service delivery requirements.
- (2) Once an employee and a manager have negotiated a 48/52 leave purchase arrangement the employee must apply for the leave using Council's on-line leave approval system. For employees without information system access an appropriate leave request form must be completed for approval and forwarding to Council's Payroll Team.
- (3) If the manager does not approve an application, the supervisor or manager must discuss the reasons with the employee. The employee's manager has final discretion over the approval of purchase of leave requests. Should an employee not be satisfied with the reason given to not approve an application, and a resolution cannot be reached through negotiation, then an employee may follow the standard grievance procedures in Council's Certified Agreement.

- (4) Employees should submit a request to purchase annual leave, by the end of November each year.

6 Accruing Purchased Leave

- (1) Once the purchasing of additional leave has been approved, the accruals will be added to the employee's leave balance and will show as a separate accrual leave type in Council's payroll system.
- (2) When applying for annual leave, the purchased annual leave accruals will be deducted from the employee's purchased leave accrual first and then any other annual leave accruals will be deducted.
- (3) An employee may withdraw from an approved purchased leave arrangement, by writing to their supervisor or manager. If the withdrawal is agreed, the supervisor or manager will notify the Payroll Team who will conduct a reconciliation and make appropriate salary adjustments.
- (4) If an employee resigns from Council or takes long-term leave while an approved purchased leave arrangement is in place, reconciliation will be undertaken and appropriate salary adjustments made.
- (5) At the end of the purchased leave period, Payroll Team will carry out a reconciliation of the employee's purchased leave and the leave actually taken. Where there is a discrepancy the employee will be advised of the debit or credit. If a salary adjustment is necessary, it will be made in the next available pay period.

7 Taking purchased leave

- (1) After a period of 48/52 leave has been approved all employees are required to submit an online annual leave application or appropriate leave form in advance of the purchased leave being taken.
- (2) The granting of this leave is subject to the supervisor's agreement and the proposed dates may need to be negotiated in light of operational and service delivery requirements.

Schedule 4 Mechanical Workshop Disability Allowance

1 Application of Schedule

- (1) This Schedule applies to employees working under the *Local Government Industry (Stream C) Award – State 2017* engaged at Councils' Mechanical Workshop/s.
- (2) This Schedule replaces all pre-existing agreements either written or otherwise as at prior to 1 June 2006.
- (3) Employees engaged on plant in putrescible wastes at Council's Waste Handling and Treatment facilities, or on plant from those facilities, or plant constantly handling putrescible waste that arrives into the mechanical workshop where such plant and equipment has not been cleaned will be entitled to be paid a disability allowance loading of 25% for each hour worked whilst so engaged on the repair of this plant / equipment. Provided that this allowance shall be in lieu of the General Disability Allowances as listed in clause 2(2) below of this Schedule.
- (4) Employees in receipt of the Live Sewer Allowance as prescribed in Part 4 Allowances, Section 13.13 Live Sewer Work of the *Queensland Local Government Industry (Stream C) Award – State 2017* shall not receive the payment as prescribed and as listed in clause 2(2) below of this Schedule, for the payment of the Live Sewer Allowance.

2 Rate of the allowance

- (1) The rate of the allowance under this Schedule is \$1.28 (as of 1 July 2019 and will increase in line with this Certified Agreement wage increase) to be paid for each hour worked. The allowance under this Schedule will be indexed in accordance with the % wage increase as may apply through this Agreement.
- (2) Employees covered by this Schedule shall receive the allowance in lieu of the *Queensland Local Government Industry (Stream C) Award – State 2017* allowance listed below:
 - a. Section 13.3 Confined Space Allowance;
 - b. Section 13.4 Construction Allowance;
 - c. Section 13.5 Dirty Work Allowance;
 - d. Section 13.19(a) Repair Work Allowance;
 - e. Section 13.23 Special Substances Allowance
- (3) This Schedule shall be reviewed annually at the request of either party.

3 Grievances and Disputes

- (1) All grievances and disputes are to follow clause 20 of this Agreement.

Schedule 5 Sewerage Treatment Plant Disability Allowance

1 Application of Schedule

- (1) This Schedule applies to employees working under the *Local Government Industry (Stream B) Award – State 2017* in positions at Council's Sewerage Treatment plants to compensate these employees while engaged in work involving live sewage where there is a disability associated with direct contact with live sewage on a daily basis. This includes Sewage Treatment Plant Operators, Assistant Sewage Treatment Plant Operators and Trainee Sewage Treatment Plant Operators.

2 Rate of the allowance

- (1) Employees covered by this Schedule shall not receive the allowance as prescribed in section 13.12 Live Sewer Work Allowance of the *Local Government Industry (Stream B) Award – State 2017* but shall instead receive a maximum weekly allowance indexed in accordance with the % wage increase as may apply through this Agreement.
- (2) The rate of the allowance will be paid over the life of this Agreement as follows, using a rate of \$459.04 weekly for the 2019-2020 year:
 - a. After 1 July 2020 \$469.14 weekly;
 - b. After 1 July 2021 \$479.46 weekly; and
 - c. After 1 July 2022 \$490.00 weekly.
- (3) This allowance covers all hours worked. No additional live sewage allowance will apply when overtime is worked or when an employee is engaged in call-out arrangements working extra hours.
- (4) Where all or any leave is taken, the weekly disability allowance will be adjusted on a pro rata basis to reflect actual hours worked that are subject to the disability.
- (5) Clause 2(4) of this Schedule will not apply to RDOs as a RDO represents time already worked where the employee will have been exposed to the live sewage disability.

3 Grievances and Disputes

- (1) All grievances and disputes are to follow clause 20 of this Agreement.

Schedule 6 All Purpose Allowance for Plumbing Inspectors

1 Application of Schedule

- (1) This Schedule applies to employees working under the *Local Government Industry (Stream A) Award – State 2017* in positions of Senior Plumbing Inspector, Plumbing Inspector and Plumbing and Drainage Inspector in consideration of an all-purpose allowance for the Award allowances “Unpleasant Working Conditions” (UPC).
- (2) The allowance is based on a claim in 2007 under the then Cairns Regional Council, per Memorandum dated 18 September 2007 – Cairns Regional Council document CP#1565839 (a copy of which is included in the Cairns Regional Council Certified Agreement 2012) of 4.5 hours of UPC allowance per week based on historical data. The Human Resources Consultant at the time, Ms Allison Wallace, reviewed both the data captured by payroll as well as the work schedules of the employees concerned and determined an average of 3.5 hours a week exposure. The penalty rate for (UPC) as of 18 September 2007 for UPC is time on time (double time) and based on an hourly rate of Level 5.2 (\$30.20) which equates to a claimable penalty of \$135.90 (as at 18 September 2007) based on 4.5 hours exposure, \$105.70 based on 3.5 hours exposure. Consideration was also given to the then existing agreement that covered Trade Waste Officer who work within the same unit as the Plumbing Inspectors and are exposed to similar conditions, as well as a number of (then Federal Award) Wastewater positions. The agreement between parties dated 18 September 2007 established an all-purpose allowance payable at \$130.51 per week. Therefore the agreed amount payable (as at 18 September 2007) of \$130.51 is an existing established allowance with the then Cairns Regional Council payroll system, than has transferred to Douglas Shire Council through the transitional de-amalgamation legislation and has been established to address the same disabilities. The amount agreed was backdated and first paid upon the first pay period after 12 June 2007.

2 Rate

- (1) The rate of the allowance will be paid over the life of this Agreement as follows, using a rate of \$353.47 weekly for the 2019-2020 year, being 3.5 hours UPC allowance for a Level 5.2 officer employee working under the *Local Government Industry (Stream A) Award – State 2017*:
 - a. After 1 July 2020 \$361.25 weekly;
 - b. After 1 July 2021 \$369.19 weekly; and
 - c. After 1 July 2022 \$377.32 weekly.
- (2) The rate of the allowance is indexed as that for the UPC Allowance.

3 Grievances and Disputes

- (1) All grievances and disputes are to follow clause 20 of this Agreement.

Schedule 7 Live Sewer Allowance

1 Application of Schedule

- (1) The employees listed in the following positions shall not receive payment of the allowance as prescribed in clause 81(1)e and Schedule 9 Unpleasant Conditions Allowance (UPC) of this Agreement, but shall instead receive a weekly allowance, at a rate of \$120.00 per week. This Schedule applies to employees working under the *Local Government Industry (Streams A and B) Award – State 2017* in positions of:
 - a. Wastewater Services Coordinator;
 - b. Trades Waste Officer;
 - c. Team Leader Wastewater; and
 - d. Project Officer Sewerage Investigation.
- (2) The allowance, under this Schedule, will cover all hours worked. Paid RDO hours will be classed as hours worked. No additional allowance will apply when overtime is worked.
- (3) When an employee is assigned to another position not listed in this Schedule, this Schedule will not apply during the period of assignment.
- (4) This Schedule does not apply to the position Technical Officer Wastewater as the allowance is no longer applicable under the duties and responsibilities.
- (5) This Schedule replaces all pre-existing agreements either written, verbal or otherwise as at the first pay period after 1 July 2005.

2 Rate

- (1) The rate of the allowance will be paid over the life of this Agreement as follows, using a rate of \$165.25 weekly for the 2019-2020 year that translates to the following annual increases for the life of this Agreement.
 - a. After 1 July 2020 \$168.88 weekly;
 - b. After 1 July 2021 \$172.60 weekly; and
 - c. After 1 July 2022 \$172.40 weekly.

3 Grievances and Disputes

- (1) All grievances and disputes are to follow Clause 20 of this Agreement.

Schedule 8 Standby for On-call Agreement

1 On Call Allowance

- (1) This Agreement shall apply to all employees who are engaged to participate in Standby/Call out Roster.
- (2) For the purpose of this clause, a standby employee shall mean an employee who, outside ordinary working hours, is required to respond to emergency call outs at all times during the period of the rostered standby.
- (3) Council may instruct an employee to be available to perform emergency work either remotely or through attendance at the work-site outside his/her normal working hours.
- (4) In return for the employee holding him/herself available for work outside of ordinary working hours (on call), an allowance of \$46.60 per day is payable.
- (5) The on call allowance shall be increased annually from the first full pay period after July 1 annually in accordance with the wage increase in clause 78 of this Agreement.

Award	July 2019	July 2020 2.20%	July 2021 2.20%	July 2022 2.20%
<i>Local Government Industry (Stream A, B and C) Award – State 2017</i>	Per Day	Per Day	Per Day	Per Day
<i>On-Call Allowance</i>	\$46.60	\$47.63	\$48.68	\$49.75

- (6) To be eligible for the allowance, the employee must have been instructed to be available for work and be readily accessible and in a fit state if called upon to perform work.
- (7) Employees who are on call (i.e. in receipt of on call allowance) and are called upon to perform emergency work will be paid overtime in accordance with clause 2 of this Schedule relating to Call Out Payment.

2 Call Out Payment for Attending Site

- (1) This clause applies to employees rostered and required to be on call and remain within an operationally reasonable travel time to the work location.
- (2) If an employee is required to travel to a work place to perform necessary emergency work, the employee shall be entitled to payment for such work from the time of leaving home to commence that work until the time the employee returns home.
- (3) For the purposes of this Agreement On-Call arrangements will come into force from the completion of the employee's normal rostered hours.
- (4) The payment received in these circumstances for work performed Monday to Friday shall not be less than a minimum payment of three (3) hours being paid at time and one half. Subsequent time after the initial 3 hours will be paid at double time.
- (5) The payment received for work performed Saturday and Sunday shall not be less than a minimum payment of three (3) hours at double time.

- (6) The payment received for work performed on a Public Holiday shall not be less than a minimum payment of three (3) hours at double time and one half.
- (7) Any subsequent requirement to perform work away from home, which occurs within the initial three (3) hour time period, and does not extend beyond the three (3) hour time period will not be subject to an additional three hours if the employee has not returned home.
- (8) The minimum rate of pay applying to call outs payable under this clause will be Level 4 Increment 1 of the *Queensland Local Government Industry (Stream A Award) – State 2017*.
- (9) The minimum payment of three (3) hours at the rate above shall apply to each call out, provided that the employee has returned to his/her home prior to the second or subsequent call out responded to during the period or day.
- (10) Second and subsequent call out periods on Monday to Friday where the employee has returned home will attract a payment of double time.
- (11) An employee whose period of on call duty includes or coincides with a Public Holiday shall receive the equivalent of one day at the employees normal pay rate in addition to the normal time pay for the Public Holiday.
- (12) Employees who are not the On-Call officer but are called out to support the operation of the on call service, agree to continue to assist as required on a call out basis subject to reasonable consideration of employee wellbeing/work-life balance. In such circumstances, the employee shall receive, as the second person on the call-out, a minimum payment of four (4) hours at the employees' normal pay rate and applicable overtime Award provisions.
- (13) Where an employee who is not the On-Call officer but has attended work to provide assistance receives a second or subsequent request to provide assistance within the four (4) hour period, that employee will not be entitled to an additional four (4) hour payment.

3 Call Out Payment for Remote Access

- (1) This clause applies to employees rostered and required to be on call via remote access such as, but not limited to, telephone, modem, personal computer or tablet, where the employee actually remotely operates assets to remedy a fault.

4 Phone Support

- (1) An employee contacted by phone and who provides phone support only on Monday to Friday shall be paid a minimum of one (1) hour being paid at time and one half including subsequent phone support. An employee contacted by phone and who provides phone support on Saturday or Sunday shall be paid a minimum of one (1) hour being paid double time including subsequent phone support. An employee contacted by phone and who provides phone support on a public holiday shall be paid a minimum of one (1) hour being paid double time and one half including subsequent phone support.

5 Remote Access

- (1) The payment received in these circumstances for work performed Monday to Friday shall not be less than a minimum payment of two (2) hours being paid at time and one half. Time worked on the call-out that goes beyond the initial two (2) hours will attract a payment of double time for the period of actual further time worked.
- (2) The payment received for work performed Saturday and Sunday shall not be less than a minimum payment of two (2) hours at double time. Time worked on the call-

out that goes beyond two (2) hours will attract a payment of double time for the period of actual further time worked.

- (3) The payment received for work performed on Public Holidays shall not be less than a minimum payment of two (2) hours at double time and one half. Time worked on the call-out that goes beyond two (2) hours will attract a payment of double time and one half for the period of actual further time worked.
- (4) Any subsequent requirement to perform remote access work, which occurs within the initial two (2) hour time period, and does not extend beyond the two (2) hour time period will not be subject to an additional two (2) hours.
- (5) The minimum rate of pay applying to call outs payable under this clause will be Level 4 Increment 1 of the Queensland Local Government Industry (Stream A) Award 2017.

6 Call Out Provisions

- (1) An employee required to standby for emergency work outside ordinary working hours shall be provided with a Council mobile telephone, or some other form of communication for use on Council business during the period of the standby.
- (2) An employee required to standby for emergency work outside ordinary working hours shall be provided with a Council vehicle to enable an immediate response to the emergency call out.
- (3) The use of the vehicle, shall be in accordance with Council's policy on private use of motor vehicles.
- (4) Rosters shall be prepared and employees advised at least one month in advance of the requirement for the employee to be on standby for emergency work.
- (5) Rosters will be prepared on weekly cycles with one (1) employee being on call for each week of the cycle.
- (6) Where possible the number of staff participating on an after-hours call out roster should be a minimum of four (4). However, it is acknowledged that there may be some work areas where it is not possible for a minimum of four (4) staff members.
- (7) The call out officer for each call out will record the date, time, name of employee, and details of job, rectification or action taken and actual hours worked.
- (8) Whilst an employee is on any type of leave, except where the provisions of clauses 6(11) and 6(12) of this Schedule may apply, they are not eligible to participate in On-Call rosters. Should an employee rostered to be On-Call be required to take leave during their rostered period, the employee must advise the relevant manager, as early as is possible, so that alternate On-Call roster arrangements can be made.
- (9) Where an employee is on an On-Call roster and is required to take carer's leave at short notice that coincides with a day they are rostered to be On-Call, the relevant manager must make all efforts to locate a substitute employee to undertake the rostered On-Call duties, or put in place other suitable arrangements.
- (10) Where no other employee is available to be a substitute for an On-Call roster day, and the On-Call roster relates to critical operational requirements that cannot be met in the short term by other arrangements other than an On-Call roster, the relevant manager may enquire of the rostered employee if their carer responsibilities are of a nature that will allow them to safely continue to fulfil their On-Call roster responsibilities for a specified period of the On-Call roster day or the full 24 hour period of the On-Call roster day.
- (11) If it is mutually agreed between the relevant manager and rostered employee that they can safely continue to fulfil their On-Call roster responsibilities for up to a

maximum 24 hour period, the manager may approve for the rostered employee to remain on the On-Call roster while simultaneously on carer's leave for a specified period of no greater than 24 hours. The manager, must on these occasions contact Payroll directly and advise of the approved arrangement.

- (12) Where an employee is on an On-Call roster and also working to 9 Day fortnight arrangements, where operational needs dictate, there may be a requirement for the employee to be On-Call during the employee's rostered day off.

Schedule 9 Unpleasant Working Conditions Allowance (UPC)

1 Intent

- (1) This work instruction is to be used by Managers / Supervisors / Gangers when deciding the applicability of the Unpleasant Conditions Allowance (UPC) for work performed by employees.

2 Background

- (1) The need for this protocol arises from the need to clarify the application of this allowance, which is NOT an Award allowance. The payment covers the collection of faeces, vomit, blood and suicide was not for general rubbish collection or the picking up of syringes.

3 Award Provision

- (3) No Award provision applies. UPC is not an Award allowance but an allowance that has been established and created by Council and covers circumstances where employees come into contact with faeces, vomit, blood, nappies, urine, putrescible waste (where no other Award provisions apply) and suicide and in the absence of other units allocated to deal with things. The allowance is paid at double time.

4 Objectives of the Allowance

- (1) The objective of this allowance is;
 - a. To identify tasks and/or types of work those attract the payment of "Unpleasant Conditions";
 - b. To detail the penalty rate applicable to specific tasks and/or types of work; and
 - c. To provide consistency in the application and payment of the "Unpleasant Conditions" allowance.

5 Payment of Allowance

- (1) UPC is approved and paid via the employee's daily timesheet.
- (2) UPC is paid at the rate of double time.
- (3) UPC is not payable where the Award provides for an allowance for such disability.

6 Steps to be followed by supervisors when deciding to approve UPC

- (1) It is not an automatic allowance and is paid via the employee's daily timesheet on a case-by-case situational basis.
- (2) Where an employee makes a claim for Unpleasant Working Conditions, the UPC allowance is paid via the employee's daily timesheet.
- (3) Council recognises that isolated incidents may occur where employees are subject to extraordinary unpleasant conditions and where this occurs written justification must be indicated on the timesheet to support such claim for supervisors to approve.

7 Emergency Situations

- (1) Employee and supervisors must ensure that the appropriate personal protective clothing is available and worn.

- (2) Immediately following a critical incident, appropriate support will be coordinated by Council through the Employee Assistance Program provider or other suitably qualified professional.

Schedule 11 Pay Rates

Award	July 2019		July 2020 2.20%		July 2021 2.20%		July 2022 2.20%	
	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly
Local Government Industry (Stream A) Award – State 2017								
Level 1 Band 1	53,006.06	1,019.35	54,172.20	1,041.77	55,363.98	1,064.69	56,581.99	1,088.12
Level 1 Band 2	53,741.48	1,033.49	54,923.79	1,056.23	56,132.12	1,079.46	57,367.02	1,103.21
Level 1 Band 3	54,791.58	1,019.35	55,997.00	1,076.87	57,228.93	1,100.56	58,487.97	1,124.77
Level 1 Band 4	55,967.91	1,019.35	57,199.20	1,099.98	58,457.59	1,124.18	59,743.65	1,148.92
Level 1 Band 5	57,415.12	1,019.35	58,678.25	1,128.43	59,969.17	1,153.25	61,288.49	1,178.62
Level 1 Band 6	59,027.16	1,019.35	60,325.76	1,160.11	61,652.92	1,185.63	63,009.29	1,211.72
Level 2 Band 1	60,684.16	1,019.35	62,019.21	1,192.68	63,383.63	1,218.92	64,778.07	1,245.73
Level 2 Band 2	62,572.27	1,019.35	63,948.86	1,229.79	65,355.73	1,256.84	66,793.56	1,284.49
Level 2 Band 3	64,262.12	1,019.35	65,675.89	1,263.00	67,120.76	1,290.78	68,597.41	1,319.18
Level 2 Band 4	65,953.12	1,019.35	67,404.09	1,296.23	68,886.98	1,324.75	70,402.49	1,353.89
Level 3 Band 1	67,639.51	1,019.35	69,127.58	1,329.38	70,648.39	1,358.62	72,202.65	1,388.51
Level 3 Band 2	69,326.48	1,019.35	70,851.66	1,362.53	72,410.40	1,392.51	74,003.43	1,423.14
Level 3 Band 3	71,015.75	1,019.35	72,578.10	1,395.73	74,174.82	1,426.44	75,806.67	1,457.82
Level 3 Band 4	72,702.72	1,019.35	74,302.18	1,428.89	75,936.83	1,460.32	77,607.44	1,492.45

Award	July 2019		July 2020 2.20%		July 2021 2.20%		July 2022 2.20%	
Local Government Industry (Stream A) Award – State 2017	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly
Level 4 Band 1	74,390.84	1,019.35	76,027.44	1,462.07	77,700.04	1,494.23	79,409.45	1,527.10
Level 4 Band 2	76,078.96	1,019.35	77,752.70	1,495.24	79,463.26	1,528.14	81,211.45	1,561.76
Level 4 Band 3	77,768.24	1,019.35	79,479.14	1,528.44	81,227.68	1,562.07	83,014.69	1,596.44
Level 4 Band 4	79,456.36	1,019.35	81,204.40	1,561.62	82,990.89	1,595.98	84,816.69	1,631.09
Level 5 Band 1	81,144.48	1,019.35	82,929.66	1,594.80	84,754.11	1,629.89	86,618.70	1,665.74
Level 5 Band 2	82,834.33	1,592.97	84,656.68	1,628.01	86,519.13	1,663.83	88,422.55	1,700.43
Level 5 Band 3	84,520.72	1,624.50	86,380.17	1,661.16	88,280.54	1,697.70	90,222.71	1,735.05
Level 6 Band 1	87,335.02	1,679.52	89,256.39	1,716.47	91,220.03	1,754.23	93,226.87	1,792.82
Level 6 Band 2	90,150.48	1,733.66	92,133.79	1,771.80	94,160.73	1,810.78	96,232.87	1,850.65
Level 6 Band 3	92,963.05	1,787.75	95,008.24	1,827.08	97,098.42	1,867.28	99,234.58	1,908.36
Level 7 Band 1	95,777.35	1,841.87	97,884.45	1,882.39	100,037.91	1,923.81	102,238.75	1,966.13
Level 7 Band 2	98,589.35	1,895.95	100,758.32	1,937.66	102,975.00	1,980.29	105,240.45	2,023.85
Level 7 Band 3	101,401.92	1,950.04	103,632.77	1,992.94	105,912.69	2,036.78	108,242.77	2,081.59

Award	July 2019		July 2020 2.20%		July 2021 2.20%		July 2022 2.20%	
	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly
Local Government Industry (Stream A) Award – State 2017								
Level 8 Band 1	104,782.78	2,015.05	107,088.00	2,059.38	109,443.93	2,104.69	111,851.70	2,150.99
Level 8 Band 2	108,154.41	2,079.89	110,533.80	2,125.65	112,965.55	2,172.41	115,450.79	2,220.21
Level 8 Band 3	111,535.26	2,144.91	113,989.03	2,192.10	116,496.79	2,240.32	119,059.72	2,289.61
Level 8 Band 4	114,704.01	2,205.85	117,227.50	2,254.38	119,806.51	2,303.97	122,442.25	2,354.66
Level 8 Band 5	117,871.62	2,266.76	120,464.79	2,316.63	123,115.02	2,367.60	125,823.55	2,419.68

	July 2019		July 2020 2.20%		July 2021 2.20%		July 2022 2.20%	
<i>Local Government Industry (Stream B) Award – State 2017</i>	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly
Level 2 LGH	50,419.20	969.60	51,528.42	990.93	52,662.05	1,012.73	53,820.61	1,035.01
Level 3 LGH	51,854.40	997.20	52,995.20	1,019.14	54,161.09	1,041.56	55,352.64	1,064.47
Level 4 LGH	53,913.60	1,036.80	55,099.70	1,059.61	56,311.89	1,082.92	57,550.75	1,106.75
Level 2 LGE	53,177.14	1,022.64	54,347.04	1,045.14	55,542.67	1,068.13	56,764.61	1,091.63
Level 3 LGE	53,952.33	1,037.54	55,139.28	1,060.37	56,352.35	1,083.70	57,592.10	1,107.54
Level 4 LGE	54,735.01	1,052.60	55,939.18	1,075.75	57,169.84	1,099.42	58,427.58	1,123.61
Level 5 LGE	55,510.20	1,067.50	56,731.42	1,090.99	57,979.52	1,114.99	59,255.07	1,139.52
Level 6 LGE	57,129.73	1,098.65	58,386.58	1,122.82	59,671.09	1,147.52	60,983.85	1,172.77
Level 7 LGE	58,728.52	1,129.39	60,020.55	1,154.24	61,341.00	1,179.63	62,690.50	1,205.59
Level 8 LGE	61,276.55	1,178.40	62,624.63	1,204.32	64,002.38	1,230.81	65,410.43	1,257.89
Level 9 LGE	63,632.66	1,223.71	65,032.58	1,250.63	66,463.30	1,278.14	67,925.49	1,306.26

	July 2019		July 2020 2.20%		July 2021 2.20%		July 2022 2.20%	
<i>Local Government Industry (Stream C) Award – State 2017</i>	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly
ENG Trade C6	71,801.54	1,380.80	73,381.17	1,411.18	74,995.56	1,442.22	76,645.46	1,473.95
ENG Trade C7	63,691.06	1,224.83	65,092.26	1,251.77	66,524.29	1,279.31	67,987.83	1,307.46
ENG Trade C8	61,142.88	1,175.82	62,488.02	1,201.69	63,862.76	1,228.13	65,267.74	1,255.15
ENG Trade C9	58,853.72	1,131.80	60,148.50	1,156.70	61,471.77	1,182.15	62,824.15	1,208.16
ENG Trade LC10	56,555.92	1,087.61	57,800.15	1,111.54	59,071.75	1,136.00	60,371.33	1,160.99

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

Schedule 12 Human Resources Policies and Administration Instructions

Addendum – Administration Instructions

This addendum recognises that this is a list of Administration Instructions at the date of this Agreement and may be subject to change.

InfoXpert Doc # Cairns Regional Council	InfoXpert Doc # Douglas Shire Council	Name of Admin Instruction	Link to Certified Agreement
402499	773719	Absentee Management	
402170	934020	Administration Officers Relief Pool	
402500	401919	Annual Leave	EB
413487	NIL	Apprenticeships Traineeships and Vocational Education	EB
413394	NIL	Australian Defence Force Reserve Services Leave	
407788	773203	Bereavement Leave	EB
402677	NIL	Cadet/Scholarship Program	EB
208097	773373	Classification Review Procedures	EB
407799	773505	Community Volunteer Leave	EB
407798	773669	Cultural and Ceremonial Leave	EB
52335	771306	Discipline Procedures	Combined AI #775921
NIL	NIL	Domestic and Family Violence	EB
401921	NIL	Employee Assistance Program (EAP)	EB
414509	774176	Flexible Working Arrangements	EB
403829	NIL	Graduate Program	
33940	771308	Grievance Procedure - Dispute Settlement	EB
414408	774147	Health and Wellbeing	EB
401929	774123	Induction	EB
406415	773686	Internal Secondments	EB
36307	774178	Jury Service and Court Appearances	
401931	773688	Learning and Development	EB
401924	773693	Leave Without Pay and Mid-Career Breaks	EB
401926	773371	Long Service Leave	EB
72564	771311	Managing Performance Issues - Deployment Flowchart	Combined AI #775921
NIL	792211	Naming Protocol	
402670	773934	Officers Performing Higher Duties - All Employees	EB
413438	773700	Parental Leave Return to Work following Parental Leave	EB
407714	773709	Personal Leave, Sick Leave and Carers Leave	EB
NIL	775921	Performance, Misconduct and Disciplinary Procedures	

NIL	775076	Performance, Misconduct and Disciplinary Procedures	
36564	NIL	Position Descriptions	EB
413902	773769	PPE/Uniforms - Outdoor Staff	EB
39907	773817	Recognition of Service	
413352	773821	Recruitment and Selection	EB
401981	773348	Reimbursement of Relocation Expenses	
402705	773831	Salary Increments - Federal Award	
401927	773858	Special Natural Disaster Leave	EB
401930	463675	Study Assistance	Approved by CEO
402880	773885	Time Off In Lieu	EB
402471	771299	Traineeships and Vocational Education	EB
NIL	835480	Transition to Retirement	EB
402481	773899	Uniforms Indoor Staff	EA
NIL	832818	Uniforms	
401928	NIL	Vacation Employment For University Students	
405765	773900	Voluntary Emergency Services Leave	EB
413371	773719	Volunteers	
402012	773920	Work Experience Guidelines	
	773875	Working from Home	EB
40847	773924	Workplace Harassment Sexual Harassment & Discrimination	Combined AI #775921
336692	773931	Workplace Investigations	Combined AI #775922
NIL	775998	Leave Provisions - Douglas initiated AI	8 of the AI's below combined
402500	401919	Annual Leave	
407788	773203	Bereavement Leave	
401924	773693	Leave Without Pay and Mid-Career Breaks	
401926	773371	Long Service Leave	
413438	773700	Parental Leave Return to Work following Parental Leave	
407714	773709	Personal Leave, Sick Leave and Carers Leave	
401927	773858	Special Natural Disaster Leave	
405765	773900	Voluntary Emergency Services Leave	