

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Townsville City Council

AND

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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

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

The Electrical Trades Union of Employees Queensland

Queensland Services, Industrial Union of Employees

(Matter No. CB/2022/59)

**TOWNSVILLE CITY COUNCIL (QUEENSLAND LOCAL GOVERNMENT OFFICERS)
CERTIFIED AGREEMENT 2022**

Certificate of Approval

On 25 July 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: **TOWNSVILLE CITY COUNCIL (QUEENSLAND LOCAL GOVERNMENT OFFICERS) CERTIFIED AGREEMENT 2022**

Parties to the Agreement:

- Townsville City Council
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Queensland Services, Industrial Union of Employees

Operative Date: 25 July 2022

Nominal Expiry Date: 30 June 2025

Previous Agreement: Townsville City Council (Queensland Local Government Officers) Certified Agreement 2019

Termination Date of Previous Agreement: 25 July 2022

By the Commission

J.M. POWER
Industrial Commissioner

25 July 2022

1. TITLE & ARRANGEMENT

1.1. This Agreement shall be known as the Townsville City Council (Queensland Local Government Officers) Certified Agreement 2022 (hereinafter referred to as the Agreement).

1.2. This Agreement is arranged as follows:

PART 1 - APPLICATION AND OPERATION

1. TITLE & ARRANGEMENT	1
PART 1 - APPLICATION AND OPERATION	1
2. DEFINITIONS	4
3. PARTIES BOUND	5
4. APPLICATION AND IMPLEMENTATION OF THE AGREEMENT	5
5. SCOPE AND COVERAGE OF THE AGREEMENT	5
6. DATE AND PERIOD OF OPERATION	5
7. RELATIONSHIP WITH PARENT AWARDS	6
8. PURPOSE AND OBJECTIVES OF THE AGREEMENT	6
9. LOCAL AREA AGREEMENTS	6
10. VARIATIONS	7
11. UNION REPRESENTATIVES	7
12. LEAVE RESERVED	8
13. NO INDUSTRIAL ACTION / ESSENTIAL SERVICES	8
14. NO EXTRA CLAIMS	8
15. AVAILABILITY OF THE AGREEMENT	9
PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	10
16. JOINT CONSULTATIVE COMMITTEE	10
17. POLICIES	10
18. CONSULTATION AND COMMUNICATION	10
19. DISPUTE AVOIDANCE AND RESOLUTION OF GRIEVANCES	11
PART 3 - PRODUCTIVITY, EFFICIENCY EMPLOYMENT SECURITY & CHANGE	13
20. EFFICIENT USE OF EMPLOYEES	13
21. ABSENTEEISM CONTROL MEASURES	13
22. JOB SECURITY	14
23. CONTRACTING / OUTSOURCING	14
PART 4 - EMPLOYMENT	16
24. TYPES OF EMPLOYMENT	16
25. PROBATION	18
26. MIXED CONTRACTS OF EMPLOYMENT	19
27. ABANDONMENT OF EMPLOYMENT	19
28. NOTICE OF TERMINATION OF EMPLOYMENT	19
29. REDUNDANCY	20

30.	TRANSMISSION OF BUSINESS	20
PART 5 - PAY RELATED MATTERS		22
31.	RATES OF PAY	22
32.	SUPERANNUATION FUND	22
33.	HIGHER DUTIES	23
34.	SECONDMENT / MIXED FUNCTIONS	23
35.	SALARY/WAGE PROGRESSION AND RECLASSIFICATION	23
36.	SALARY PACKAGING	25
37.	PAYMENT OF SALARY/ WAGES.....	25
38.	ALLOWANCES.....	25
PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK		26
39.	HOURS OF DUTY	26
40.	NINE DAY FORTNIGHT FLEXIBLE WORKING HOURS ARRANGEMENT.....	27
41.	IRREGULAR WORK ARRANGEMENTS	28
42.	OVERTIME.....	29
43.	10 HOUR BREAK	30
44.	FLEXIBLE WORK PRACTICES AND MODERNISATION	31
45.	ON CALL/CALLOUT ARRANGEMENTS	32
46.	REMOTE RESPONSE	34
47.	SHIFT WORK.....	34
48.	MEAL BREAKS & REST PAUSES.....	36
PART 7 - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS		38
49.	ANNUAL LEAVE ENTITLEMENT.....	38
50.	ANNUAL LEAVE LOADING.....	38
51.	CASHING OUT ANNUAL LEAVE.....	39
52.	CHRISTMAS	39
53.	LONG SERVICE LEAVE.....	39
54.	EXTENDED LONG SERVICE AND ANNUAL LEAVE	43
55.	PUBLIC HOLIDAYS	43
56.	PERSONAL/CARER'S LEAVE	45
57.	BEREAVEMENT AND COMPASSIONATE LEAVE.....	47
58.	FAMILY VIOLENCE LEAVE	49
59.	NATURAL DISASTER LEAVE.....	49
60.	CULTURAL OR RELIGIOUS LEAVE.....	50
61.	PARENTAL LEAVE.....	50
62.	JURY SERVICE	56
63.	SERVICE LEAVE	56
64.	LEAVE WITHOUT PAY	56
PART 8 - WORKPLACE HEALTH & SAFETY.....		58
65.	WORKPLACE HEALTH AND SAFETY.....	58

66.	REHABILITATION AND EMPLOYEE ASSISTANCE.....	60
	PART 9 - OTHER MATTERS.....	61
67.	CHILD CARE OPTIONS.....	61
68.	TRANSITION TO RETIREMENT ARRANGEMENTS	61
	APPENDIX A – JOINT CONSULTATIVE COMMITTEE AND LOCAL CONSULTATIVE COMMITTEE	
	TERMS OF REFERENCE	63
	APPENDIX B – TOWNSVILLE CITY COUNCIL REDUNDANCY AGREEMENT	65
	APPENDIX C – SCHEDULE OF WAGES.....	70
	APPENDIX D – ALLOWANCES	71

2. DEFINITIONS

- 2.1. "Act" means the Industrial Relations Act (Qld) 2016.
- 2.2. "Award" means the Queensland Local Government Industry (Stream A) Award 2017.
- 2.3. "Commission" means the Queensland Industrial Relations Commission constituted pursuant to the Act.
- 2.4. "Commissioner" means a member of the Commission.
- 2.5. "Council" means the Townsville City Council.
- 2.6. "Employee" means an employee of the Council engaged as an employee under the Queensland Local Government Industry (Stream A) Award 2017 engaged in a classification within the scope of this Agreement.
- 2.7. "Employer" means the Council.
- 2.8. "Executive Officer" has the same meaning as 'Senior Officer' as that term is used at clause 4.2(c) of Division 2 – Section 1 of the Award.
- 2.9. LAA means Local Area Agreement.
- 2.10. JCC means Joint Consultative Committee.
- 2.11. LCC means Local Consultative Committee.
- 2.12. "Immediate Family" includes:
- a) The employee's spouse; and
 - b) a child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse; and
 - c) for the purpose of bereavement and compassionate leave the definition of "Immediate Family" will include the employee's former spouse where that relationship resulted in the birth/adoption of a child/children.
- Council recognises that this may not meet all of the cultural groups in Council's workforce. Management may also grant requests for leave in circumstances where the individual is a person that occupied the same prominence in the employee's life as a family member identified in the "Immediate Family".
- 2.13. "Senior Officer" means an employee, other than an Executive Officer, who is employed on a written contract where the parties agree that the Award, Certified Agreement and any other industrial instruments do not apply to the employment of the Employee, and who receives a base salary (excluding superannuation) which is greater than the amount shown in Appendix C of this Agreement for an employee classified at Level 8 Increment 5.
- 2.14. "Hourly rate" or an "employee's hourly rate" means the Agreement rate of pay prescribed by this Agreement for the work performed divided by the number of hours which constitute the employee's ordinary working week.
- 2.15. "Union" means the following Unions:
- Association of Professional Engineers, Scientists and Managers, Australia Queensland Branch, Union of Employees. (APESMA)
 - Plumbers & Gasfitters Employees' Union Queensland (CEPU)
 - Queensland Services, Industrial Union of Employees (QSU)
 - The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland. (AMEPKIU)
 - The Electrical Trades Union (ETU)

3. PARTIES BOUND

3.1. This Agreement is binding on: -

- Townsville City Council
- Association of Professional Engineers, Scientists and Managers, Australia Queensland Branch, Union of Employees
- Plumbers & Gasfitters Employees' Union Queensland (CEPU)
- Queensland Services, Industrial Union of Employees (QSU)
- The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland. (AMEPKIU)
- The Electrical Trades Union (ETU)

4. APPLICATION AND IMPLEMENTATION OF THE AGREEMENT

4.1. This Agreement consists of the main section, and Appendices. The main section of the Agreement provides the standard terms and conditions of employment.

5. SCOPE AND COVERAGE OF THE AGREEMENT

- 5.1. This Agreement shall apply in respect of all employees of the Council, employed under the terms of Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award 2017 excluding Executive Officers and Senior Officers as defined.
- 5.2. The conditions of employment and salary applicable to Senior Officers shall be negotiated individually and shall be entered into a written contract of employment.
- 5.3. The written contract will only apply where the following conditions are met:
- (a) a copy of the proposed contract is given to the employee, or the person proposed to be appointed as an employee, within 7 days prior to the contract being entered into by the employee or the proposed appointee.
 - (b) the contract is voluntarily entered into by the employee or the proposed appointee; and
 - (c) at the time it is agreed and/or renewed the contract's terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of employment applicable to the employee if employed under the terms described in this Agreement.

6. DATE AND PERIOD OF OPERATION

- 6.1. This Agreement will come into operation upon certification by the QIRC with a nominal expiry date 30 June 2025. This Agreement shall continue to have full effect until it is varied, terminated, or replaced.
- 6.2. The parties undertake to provide their respective claims with renegotiation to commence six (6) months prior to the expiry of the Agreement and aim to finalise the Agreement prior to it reaching the nominal expiry date.

7. RELATIONSHIP WITH PARENT AWARDS

- 7.1. This Agreement shall be read and interpreted wholly in conjunction with the relevant Awards, Orders, registered industrial Agreements and Memorandum of Agreement, as mentioned below, provided that where there is any inconsistency this Agreement shall take precedence:
- Queensland Local Government Industry (Stream A) Award 2017
 - Training Wage Award State - 2012
 - Order – Apprentices and Trainees Wages and Conditions (excluding certain Queensland Government entities) 2003
- 7.2. The minimum wage rates and conditions contained in this Agreement are a comprehensive package of wages and conditions which are intended to supersede entirely the minimum rates of wages and conditions of employment contained in any Award or Agreement which would otherwise apply to the Council in respect of any employee (whether a member of the Unions or not) whose conditions of employment are subject to this Agreement.
- 7.3. This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings, hours of work, annual leave or long service leave

8. PURPOSE AND OBJECTIVES OF THE AGREEMENT

- 8.1. The Agreement will be flexible, forward looking and engender a customer and community focused workforce. It will be customer focused and have a service delivery ethos. It will support the workforce in sharing common values based on mutual respect and a merit and equity-based employment culture which acknowledges and rewards achievement in the delivery of business outcomes. The Agreement will be one which reinforces a culture committed to quality and continuous improvement and supports employee development. The Agreement will provide common conditions of employment wherever possible to achieve flexibility of deployment, simplicity of management and administration and set a common organisational culture.

9. LOCAL AREA AGREEMENTS

- 9.1. The parties recognise the need for “across the board” arrangements as outlined in this Agreement, together with supporting Local Area Agreements which address issues of concern for specific sections of the workforce.

Accordingly, it is intended that this be an overarching Agreement and that, progressively, a series of Local Area Agreements (hereafter called “LAA's”) may need to be developed to ensure that all employees and Council have the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.

In the event of any inconsistency between a LAA and the Agreement or the Award, the LAA will prevail to the extent of the inconsistency.

- 9.2. The aim of the LAA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.

LAA's are not intended to supplant or in any way derogate from the minimum work conditions set out in the parent Agreement. The parties recognise that a LAA may vary the conditions of employment however, when viewed as a whole the Employee must

not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the relevant Award.

The content of the LAA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace.

9.3. Process for LAA's

LAA's will be encouraged and implemented subject to the following requirements:

- a) At least 75% of Employees covered by the introduction of a LAA must agree to the change.
- b) The LAA will be in writing and will be subject to agreement between the Council, the affected employees, and the relevant Union/s.
- c) The mutually agreed terms and conditions of the LAA must be in writing, setting out all terms of the arrangement, including any work arrangements that differ from the terms and conditions of this Agreement and a review date.
- d) Where local initiatives seek to alter the Award or this Agreement, the LAA will specify the clauses of the relevant Award and/or this Agreement to be overridden as a consequence of the operation of the LAA.
- e) A LAA certified with this Agreement will continue until such time as it is terminated, or replaced by a new Certified Agreement, unless an earlier termination date is specified in the LAA; or when Council or Employees seeks to terminate a LAA which forms part of the existing Certified Agreement, consultation shall occur.
- f) A LAA which has received agreement must be signed by the Council and the Branch/State Secretary of the relevant Union/s.
- g) Where local initiatives have implications for other Service Unit/s, employee representatives from the Council's Management Team will be invited to participate in the discussions.

9.4. It is acknowledged by the parties that any LAA's agreed to during the life of this Certified Agreement will not form a part of this Certified Agreement unless a variation to this Certified Agreement is made to incorporate its terms. However, by approval of the relevant Union/s, a new LAA developed during the life of this Certified Agreement may come into operation prior to the Agreement's expiry, provided it does not disadvantage the employees involved.

9.5. Any dispute relating to the operation of a LAA will be managed in accordance with the agreed procedures and the timelines under Clause 19 Dispute Avoidance and Resolution of Grievances of this Agreement.

10. VARIATIONS

10.1. The parties to this Agreement agree that applications for approval of variations to this Agreement as prescribed by Part 7, Division 2, Section 225 of Queensland Industrial Relations Act 2016 may be made during its term.

11. UNION REPRESENTATIVES

11.1. The Unions may appoint, by written notice to Council, "in house" Union Representatives or Delegates within a particular Section and/or Business Unit of Council.

- 11.2. These Union Representatives or Delegates may then action, in accordance with their particular Union requirements, on Council wide matters.
- 11.3. Council Management is also prepared to allow any appointed Union Representative or Delegate, regardless of length of service, paid time off to attend appropriate training in accordance with the Award, or as otherwise agreed.
- 11.4. Union Representatives or Delegates shall be afforded the following rights:
 - a) The right to be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
 - b) The right to formal recognition by the Council that endorsed Union Delegates speak on behalf of Union Members in the workplace.
 - c) The Council will at the corporate induction include a slide in the presentation which details the Union parties to the Certified Agreements and their contact details.
 - d) The right to paid time to represent the interest of Members to the employer and industrial tribunals in accordance with the Settlement of Disputes and Grievances Procedure contained in this Agreement.

12. LEAVE RESERVED

- 12.1. There are no Leave Reserved Items.

13. NO INDUSTRIAL ACTION / ESSENTIAL SERVICES

- 13.1. The parties to this Agreement agree they will not undertake any industrial action during the period of operation of this Agreement, save as to protected industrial action which may be undertaken pursuant to Chapter 4, Part 8, "Industrial Action" of the Act.
- 13.2. When members of the Unions parties to this Agreement, either collectively or individually, take industrial action and/or participate in stop work meetings, such Unions will, when requested by the Council, shall exempt sufficient members of the respective Union or Unions from continued participation in such industrial action and/or stop work meeting for the period required to carry out the essential services work to be performed by Council.

Provided that the work involved may, if not actioned at the time, affect the health, safety, or welfare of the community.

14. NO EXTRA CLAIMS

- 14.1. State Wage Case variations shall not apply during the lifetime of this Agreement. Any Arbitrated Safety Net Adjustments or general adjustments shall be absorbable.
- 14.2. It is further agreed by the parties that up to the nominal expiry date of this Agreement:
 - a) The parties will not pursue any extra wage claims, whether award or over- award
 - b) The parties will not seek any changes to conditions of employment except for those matters reserved by this Agreement.

15. AVAILABILITY OF THE AGREEMENT

- 15.1. The Council shall ensure that a copy of this Agreement is readily available for employees. A copy of the Agreement will be available electronically on Council's intranet webpage and a hard copy will be provided if requested.
- 15.2. To ensure supervisory employees understand the intent and application of this Agreement, an education program relating to this Agreement will be facilitated through relevant training following this Agreement being certified by the QIRC. Training will be undertaken within 6 months of the certification of this Agreement.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

16. JOINT CONSULTATIVE COMMITTEE

- 16.1. Council and the Unions, who are party to this Agreement, agree to establish and maintain a Joint Consultative Committee and a Local Consultative Committee.
- 16.2. The purpose of the Joint Consultative Committee and the Local Consultative Committee is to act as the primary consultation and industrial relations forum between Management and Unions concerning employment and industrial matters at the Council.
- 16.3. Unions and management are committed to achieving effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their Unions and committee representatives, to participate regarding decisions by the Council which impact on their working lives and improve productive performance.
- 16.4. The parties commit to the effective operation of the Joint Consultative Committee and the Local Consultative Committee of Council and will provide the necessary support to successfully implement its agreed terms of reference charter.

17. POLICIES

- 17.1. At the time of certification of this Agreement, the Council has in place the following which apply:
 - Equity and Diversity Policy
 - Equal Employment Opportunity Administrative Directive
 - Disciplinary Action Procedure
 - Personal Protective Equipment Procedure
 - Occupational Disease Vaccination Procedure
 - Dress and Personal Appearance Standard
 - Study Assistance Procedure
 - Study Assistance Administrative Directive
- 17.2. Amendments to or removal of the policies listed will be agreed by relevant parties through the JCC before being reported to Council as required.
- 17.3. Employees agree to comply with the Employer's policies, as varied from time to time through the JCC. To the extent there are any inconsistencies between the Employer's policies and this Agreement, this Agreement will prevail. Policies are not incorporated as terms of this Agreement.

18. CONSULTATION AND COMMUNICATION

- 18.1. Where Council is considering a major change, and prior to a definite decision being made, to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant Union/s.

18.2. "Significant effects" include:

- termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required;
- the elimination or diminishing of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer of employees to other work or locations; and
- the restructuring of jobs

provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

18.3. Council shall discuss with the employees affected and the relevant Union/s, the introduction of the proposed changes referred to in this clause, the effects the proposed changes are likely to have on employees and measures to avert or mitigate the adverse effects of such proposed changes on employees.

18.4. Council will give prompt and genuine consideration to any matters raised by the employees and/or the relevant Union/s in relation to the proposed changes and shall report back in writing.

18.5. For the purposes of such discussion, Council shall provide, in writing, to the employees concerned and the relevant Union/s all relevant information about the proposed changes including:

- the reasons for the proposed change;
- the nature of the proposed changes;
- the expected effects of the proposed changes on employees and any other matters likely to affect employees

provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.

18.6. Where the Council is proposing to undertake organisational restructuring that has significant effects the Council will provide affected employees' and their relevant Union/s a summary of the proposed changes to the new structure including:

- any current positions which are likely to be displaced and/or deemed redundant;
- vacancy listing;
- proposed new positions;
- the responsibilities of the new positions; and
- a list of potentially affected positions, including the Council's proposal to mitigate the effects on each affected employee.

19. DISPUTE AVOIDANCE AND RESOLUTION OF GRIEVANCES

19.1. Effective communication between employees and Council management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.

- 19.2. During any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage, of the imposition of any ban, limitation, or restriction.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

All notifications and responses must be in writing and shall briefly detail the basis of the dispute and/or grievance and the outcome involved. An acknowledgment of the receipt of such grievance shall be made by management within three (3) days.

- 19.3. Notwithstanding any other provision having application to the Townsville City Council, any grievance or dispute shall be handled as follows.

The employee(s) and Council may choose to be represented at any of the stages of this process: -

STAGE 1

An employee must raise the matter with their immediate Supervisor and try to solve the problem at this level as soon as possible. This stage should not extend beyond 7 days.

STAGE 2

If the matter remains unresolved after Stage 1, the grievance should then be referred to your General Manager. A People and Culture representative may become involved at this stage. This stage should not extend beyond 7 days.

STAGE 3

If the matter is still unresolved after stage 2, it should be referred to the Chief Executive Officer and authorised Union Official who will attempt to facilitate a resolution. This stage should not extend beyond 14 days.

STAGE 4

If the matter is not resolved, it may be referred by either party to the Queensland Industrial Relations Commission.

Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that a dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.

- 19.4. There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 19.5. The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and the Work Health and Safety Act and consistent with established custom and practice at the workplace.
- 19.6. The timeframes provided in clause 19.3 may be extended by agreement between the parties which will not be unreasonably withheld.

PART 3 - PRODUCTIVITY, EFFICIENCY EMPLOYMENT SECURITY & CHANGE

20. EFFICIENT USE OF EMPLOYEES

- 20.1. An employee may be required by the Council to carry out such duties and undertake training, as are reasonably within the limits of the employee's skill, competence, and training, provided such duties are not designed to promote deskilling nor result in any reduction in remuneration.
- 20.2. Any employee may be required by the Council to carry out such duties and use such tools, equipment and plant as may be required, provided that the employee has been properly trained in the use of such tools, equipment, and plant.
- 20.3. Any direction by the Council pursuant to subclauses 20.1 and 20.2 of this clause shall be consistent with Council's responsibilities to provide a safe and healthy working environment.
- 20.4. When normal work applicable to an employee is not available, including plant or other equipment on a job not being utilised, such employee may be required to carry out general duties as nominated by the Council in accordance with subclauses 20.1 and 20.2.
- 20.5. All direction by Council pursuant to subclauses 20.1, 20.2 and 20.3 of this clause shall be carried out notwithstanding that the duty may fall within a class of work covered by the eligibility rule of another Union. All such work shall be paid for in accordance with the provisions of the relevant Award if such rate is higher than the employee's normal rate.
- 20.6. Provided that employees will not be required to perform duties for which a certificate or a particular qualification or competency is required by law, unless such employee holds or fulfils such a certificate, qualification, or competency.

21. ABSENTEEISM CONTROL MEASURES

- 21.1. The parties recognise that Personal/Carer's Leave is unlike Annual or Long Service Leave in that Personal/Carer's leave is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the employee and family against hardship should they be unable to continue in their normal occupation when injured or ill.
- 21.2. Supervisors and Managers will have access to attendance reporting to equitably scrutinise Personal /Carer's Leave usage by employees. Should these reports show possible unsatisfactory attendance, based on patterns of leave or past history and reasons for the absence, then the following action should be taken.
 - (a) Formally notify the employee of a forthcoming interview between the employee and supervisor. Council will advise the employee that they may have a representative or support person present for this interview.
 - (b) If the discussion in respect to the absences does not provide evidence, satisfactory to Council, for the absences, then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future and the employee may be required to provide a medical certificate for all absences leave over the following six months. Any uncertificated Personal/Carer's leave will be treated as leave without pay.
 - (c) The employee will be entitled to have access to his/her personnel file and to have his/her explanation placed on this file if so requested.

- (d) If the pattern of Personal/Carer's leave continues, the Council also has the discretion to require a second medical opinion by a Council nominated Doctor chosen in consultation with the relevant Union/s. If this second medical opinion is required, the Council will pay for the requested consultation. The Director, in consultation with the employee, may refer the employee to the Council's nominated Employee Assistance Provider. If it is felt that this provider may be able to assist in re-establishing normal work patterns, employees will be encouraged to accept referral as one method for appropriate remedial action.
 - (e) The results of the above checks will be recorded on the employee's file. Once the six month period has elapsed the employee will revert back to normal Personal/Carer's leave provisions. Such information shall remain confidential between Council and the employees concerned and their representative if appropriate.
- 21.3. This procedure to manage Personal/Carer's Leave does not operate to withdraw the Council's right to take termination procedures or other disciplinary action against any employee if that employee is guilty of claiming Personal/Carer's leave pay when that person was not actually sick. Similarly, the above procedures do not remove the employee's right to take the matter to the appropriate tribunal.

22. JOB SECURITY

- 22.1. Vacant positions will be advertised internally and may be concurrently advertised externally. In accordance with the Council's preference to enhance the career prospects of its own employees, internal applicants with the required skills and abilities shall be given preference over external applicants where all else is equal.

23. CONTRACTING / OUTSOURCING

- 23.1. It is the Council's clear preference to utilise and promote the use of its direct Council employees for the undertaking of Council's works, services, and operations unless it can be clearly demonstrated that those works, services and operations would be more efficiently and productively provided through contracting out. The parties agree, however, that an efficient and productive in-house workforce should be competitive with contractors.
- 23.2. During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council where this would adversely impact on the employment of the current in-house workforce. However, Council may determine to contract out works and services in the following circumstances:
- In the event of a lack of available skills in the Council's workforce for the provision of those works or services; or
 - Where there is a lack of available infrastructure capital or a cost in the provision of technology in order to undertake the works or services; or
 - That there is a legislative or funding requirement that the works be undertaken by competitive tender or by contract; or
 - It can be clearly demonstrated that it is in the public interest that such services should be contracted out on the basis that they would be more efficiently delivered by contract; or
 - Extraordinary or unforeseen circumstances; or

- Where Council's own direct employees and/or plant has been utilised and optimised in the first instance wherever practicable.

23.3. Consultation Process

- a) Before making a definite decision to contract out any Council works and services provided by current in-house Council employees in a way that will have significant effects, as defined in Clause 18, on affected employees, consultation shall occur in accordance with Clause 18 Consultation and Communication. As part of the consultation process the following information shall be provided:
 - Information outlining why the service cannot continue to be delivered by Council employees
 - The impacts that the decision would have on Council's workforce
 - How the proposed initiative will improve the service delivery to the community
 - Any social and/or economic impact on the community.

PART 4 - EMPLOYMENT

24. TYPES OF EMPLOYMENT

At the time of engagement Council will inform employees of the terms of their engagement in writing and in particular whether they are to be full time, regular part time, casual or fixed term.

An employee is to be engaged on a fulltime, part time, fixed term, or casual basis. Employees of Townsville City Council will be employed under the following terms of engagement:

24.1. Full Time

Full time employment means employment which requires an employee to work 36 ¼ ordinary hours per week or for 38 ordinary hours per week when supervising employees whose full-time hours of work are 38 hours per week.

24.2. Part Time

Part-time employment means employment which requires an employee to work on a permanent basis; and is employed for less than the ordinary hours as specified under full-time employment. The employment arrangement and pattern of work will be defined and agreed upon at commencement of employment, however may be varied by mutual agreement during the course of employment. A part-time employee shall be paid an hourly rate as prescribed in this Agreement for the classification to which they are engaged. A part-time employee is entitled to the pro-rata benefits of a full-time employee.

A part-time employee is entitled to overtime for hours worked in excess of the hours mutually agreed upon, in accordance with the overtime provision of this Agreement.

- 24.2.1. Any permanent full-time position may be filled by two part time employees on a job sharing basis where job sharing is convenient to the requirements of the Council, the position is suitable for job sharing and there is an agreement between the employees and the Council.

Where either the Council or the employees on a job-sharing arrangement identify that there is a need to change or terminate the arrangement, consultation shall occur in accordance with Clause 18 Consultation and Communication.

Job sharing arrangements do not require an equal (50:50) division of the position. The arrangements of the Job Share will be contained in a written agreement signed by the individual employees concerned, relevant supervisor and Chief Executive Officer or delegated authority.

Employees employed on a job share basis shall be entitled to all leave as prescribed by the Agreement on a pro-rata basis. All other provisions of this Agreement shall apply. All arrangements made pursuant to this clause shall be subject to regular review in order to assess the effectiveness of the position being performed on a job share basis. The concerned employees with the support of their Union, if they wish, and the Council, shall jointly conduct the review.

24.3. Casual

Casual employee shall mean an employee engaged and paid as such by Council, who is employed on an hourly basis, and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement period.

24.3.1. Hours of Duty - Casual employee

The ordinary hours of duty of casual employees shall be the same as full time employees in their relevant classification stream. These ordinary hours shall be worked between the hours of 6.00am and 9.30pm Mondays to Fridays, both days inclusive; and between the hours of 6.00am and 12.00 noon on Saturdays.

24.3.2. Minimum Period of Engagement - Casual employee

Casual employees shall be provided with a minimum period of three hours work on each engagement or be paid for a minimum of three hours at the appropriate casual rate. Provided that full-time students engaged as casuals in libraries shall be provided with a minimum period of two hours work on each engagement or be paid a minimum of two hours at the appropriate casual rate.

24.3.3. Rates of Pay—Casual Employee

Casual employees are paid at the rates prescribed in Appendix C the Schedule of wages, with the following loadings applicable.

For all ordinary time worked between		Loading on hourly rate
6.00 a.m. and 6.00 p.m.	Mon-Fri (both inclusive)	25%
6.00 p.m. and 9.30 p.m.	Mon-Fri (both inclusive)	31%
6.00 a.m. and 12 noon	Saturdays	31%

24.3.4. Overtime - Casual Employee

All time worked by a casual employee outside of or in excess of the ordinary hours of duty prescribed in this Agreement shall be deemed overtime, and be paid for at the appropriate hourly rate, plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays.

24.3.5. Casual Conversion

A casual employee working on a systematic and regular basis within the ordinary time span of hours (6am to 6pm, Monday to Friday) for a period of 6 months has a right to request that their employment be converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue. The Council shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure. The conversion of the position shall not be unreasonably withheld. The Council shall advise the employee in writing of their right to request to have their employment converted to full-time or part-time employment.

An employee whose position is converted to an ongoing position within the organisational structure shall be employed as either a part-time or full-time employee according to the pattern of ordinary hours worked in the preceding 6 months period or otherwise by mutual agreement in writing.

An employee must not be disengaged and re-engaged to avoid any obligation in relation to this.

24.3.6. Other Conditions - Casual Employee

The provisions of clauses pertaining to Leave and Hours of Work shall not apply to casual employees, unless provided within the clause. Casual employee entitlements to personal/carer's leave, bereavement leave, and long service leave are provided in the relevant clauses of this Agreement.

A casual employee engaged on a continuous basis for a period exceeding 12 months shall be entitled to a minimum of 2 weeks notice.

24.4. Fixed Term

24.4.1. Fixed term employment means employment for a specified period of time or for a specified task or specified role and which (subject to "notice of termination" requirements) may be terminated at any time by Council or by the Employee. A completion date for the employment arrangement is provided to the employee at the time of offer.

The Council and the employee may agree in writing that the balance of the contract, in whole or in part, will be worked by the employee. The provision of Appendix B (Redundancy Agreement) will apply to an employee employed on a fixed term contract except where the contract runs its full term.

24.4.2. A fixed-term employee who has worked a period of 12 months in a single position has the right to request to have their employment converted to permanent employment if it could be reasonably expected that their employment is to continue and provided that the fixed-term appointment was not for a specific project or relieving staff on leave for a specific period of time where there is a defined end date.

The Council shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure.

The Council shall advise the employee in writing of their right to request to have their employment converted to permanent employment.

Unless otherwise agreed fixed-term employment conversion to either permanent full-time or part-time will be based on the preceding hours worked over the period of employment taking into consideration the business needs and workforce composition.

A fixed-term employee must not be disengaged and re-engaged to avoid any obligation in relation to this subclause.

25. PROBATION

25.1. Except where the employer and employee agree to a different period or no period of probation prior to commencement of employment, the engagement of an employee will in the first instance be subject to a probationary period of three months duration. If a period of probation of longer than three month is agreed, it must:

- (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
 - (iii) be for a period of no longer than 6 months.
- 25.2. The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- 25.3. Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.
- 25.4. This clause does not apply to casual employees and employee's engaged by the hour.

26. MIXED CONTRACTS OF EMPLOYMENT

- 26.1. In addition to the provisions of their primary contracts of employment full-time employees may also be engaged on a casual basis for duties in a separate engagement in a Department, Section or Business Unit of Council.
- (a) Such engagement shall be subject to the following conditions:
 - (b) That work required to be performed in a separate engagement is not within the primary contract of employment position/job description of the employee concerned.
 - (c) The separate engagement is to meet a specific purpose.
 - (d) The separate engagement enables the employee to attain additional remuneration and/or skills.
 - (e) The separate engagement must be at the instigation of the employee and be subject to mutual agreement between the Council and the employee concerned.
 - (f) The separate engagement is not designed to avoid overtime obligations, but genuinely meets the tests set out in items (a) to (d) above.

27. ABANDONMENT OF EMPLOYMENT

- 27.1. An employee will be deemed to have abandoned his/her employment in the event of absence from work for seven (7) consecutive rostered days/shifts without prior notice or explanation.
- 27.2. The employee's supervisor or manager will make reasonable attempts to contact the employee and where he/she forms the conclusion that there is no other explanation for the absence, other than abandonment of employment, the employee will be terminated.
- 27.3. In such circumstances, the employee will be entitled to payment for work undertaken until the conclusion of the last shift worked, any outstanding leave entitlements less any other amounts owing to the Council.

28. NOTICE OF TERMINATION OF EMPLOYMENT

- 28.1. In order to terminate the employment arrangement (by either party), the period of notice specified in the table below shall apply unless the parties mutually agree otherwise:

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

- 28.2. In addition to the period of notice listed immediately above, where the Council is providing the employee with notice to terminate, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 28.3. Payment in lieu of the prescribed notice must be made if the appropriate notice period is not required to be worked. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Council would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the employee's ordinary hours of work (even if not standard hours); and
 - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the employee's employment contract.
- 28.4. This notice period may be reduced without penalty by the Chief Executive Officer, where an employee, by written request, can demonstrate detrimental impact resulting from compliance with this clause.
- 28.5. The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
 - (b) casual employees, except as provided for in subclause 24.3.6

29. REDUNDANCY

- 29.1. The Councils Redundancy Agreement is attached as Appendix B.

30. TRANSMISSION OF BUSINESS

- 30.1. This clause will apply where the Council:
- (a) Proposes to transmit to a new employer the business or any part of the business covered by this Agreement; and
 - (b) Transmits to a new employer the business or any part of the business covered by this Agreement.
- 30.2. Where the Council proposes to transmit the business or any part of the business, the Council shall consult with employees and Unions in accordance with the Consultation Provisions of this Agreement (Clause 18).
- 30.3. The Council shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior

to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

- 30.4. The Council shall require part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer that the new employer recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:

- (a) Annual Leave
- (b) Long service leave
- (c) Personal/carer's leave
- (d) Redundancy

of any employee of the Council transferring to work for the new employer, that the new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause, and that any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment.

To avoid doubt, the period of employment which the employee has had with the Council or any prior employer which has been recognised by the Council shall be deemed to be service of the employee with the new employer, for all purposes.

- 30.5. In the event that an employee chooses not to accept work with the new employer the Council will seek to redeploy the employee in accordance with the Appendix B, Redundancy Agreement, and if it is unable to do so apply the retrenchment provisions of the Agreement.
- 30.6. Any dispute over the application of the Redundancy Agreement may be referred to the QIRC in accordance with the Dispute Avoidance and Resolution of Grievances Clause 19 of this Agreement.

PART 5 - PAY RELATED MATTERS

31. RATES OF PAY

- 31.1. The rates of pay in Appendix C are inclusive of the following increase to the base annual salary.

15 June 2022	14 June 2023	12 June 2024
2.73%	2.66%	2.59%

Council may permit its employees to undertake other work or to accept some subordinate office in addition to the duties attached to any particular position for which a rate of salary/wage is provided for in this Agreement. For such extra work they may receive extra pay, but such extra work and extra pay shall not in any way affect the salaries/wages fixed by this Agreement, for their ordinary work, nor shall such employees be deemed to be regular part-time workers by the mere fact of their undertaking such extra work by their receiving such extra pay.

31.2. Junior Rates

Unless Clause 35, Salary/Wage Progression and Reclassification, provides otherwise, the following rates apply to employees under 21 years of age, who hold Level 1 positions.

Years of Age	% of First Increment Level 1
17 years or under	60%
18 years	70%
19 years	80%
20 years	90%

Employees 18 years and under 19 years who perform duties other than those expected of an adult shall be paid 80% of the minimum rate applying to Level 1.

32. SUPERANNUATION FUND

- 32.1. Council will contribute the required superannuation on behalf of each employee to a compliant superannuation fund of the employees choosing pursuant to the Federal Government choice of fund legislation.
- 32.2. In the event an employee does not nominate a choice of fund in accordance with clause 32.1 the default superannuation fund will be Local Government Superannuation Plan (QLD) (LGIA Super)
- 32.3. The Council contribution to employees' superannuation for contributing employees shall be 13.5% of the employees' ordinary time earnings subject to the employee contributing a minimum of 6% of their ordinary time earnings. Employees may contribute more than the minimum in accordance with Clause 36, Salary Packaging, below.

33. HIGHER DUTIES

- 33.1. Where an employee is engaged in higher duties the employee will be paid at the first increment of the higher classification where the employee is required to perform duties of a higher classified position or as otherwise agreed.
- 33.2. Employees being paid higher duties accept all operational, administrative, and supervisory responsibilities of the higher classified position.
- 33.3. Employees will be paid at the higher rate when required to perform higher duties for more than one (1) day at a time.
- 33.4. Movement to the next highest salary point within a level will be by way of annual increment in accordance with Clause 35 of this Agreement.
- 33.5. Where an employee has continuously performed higher duties, in the same role, for a period exceeding six (6) months, the employee may request a review by Council, in consultation with the relevant Union/s, for the continued need for higher duties or for appointment of the position. Within one (1) month of the review having been commenced the employee will be notified in writing of the outcome of the review.

34. SECONDMENT / MIXED FUNCTIONS

- 34.1. Employees may request or be provided an opportunity to perform a different function, for developmental purposes. This opportunity will be by mutual agreement between an employee, their manager, and the work area/s involved. Payment will be at the appropriate rate of pay for the work performed for an agreed period of time.

35. SALARY/WAGE PROGRESSION AND RECLASSIFICATION

- 35.1. Employees will be classified in accordance with the classification definitions contained in the Award. Where the Award classifies using a competency-based system that is the applicable classification method.
- 35.2. Every position within Council will have a position/job description. To achieve this outcome, a position/job description is required before any vacancy is advertised internally or externally.

All position/job descriptions will ultimately be accessible through the intranet.

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:

- The requirements of the job; and
- The competencies, skills, knowledge, experience, qualifications and/or training required; and
- The responsibility level of the position; and
- The organizational relationship of the position; and
- The accountability/ extent of authority of the position

The position shall be evaluated and considered against the classification definitions contained in the award.

- 35.3. Any employee may make a written request for a review of their position classification where there has been significant changes to their position.

LGO level 1 position descriptions will be reviewed annually.

Where an employee requests a review of their position classification the Council will provide the employee with written confirmation that their application has been received and will identify the person who will be arranging for the classification review to be undertaken.

The grounds for which a request for review may be made are, having regard to the classification definitions, as specified in the relevant award as follows:

- Identifiable changes in the nature and work value of the duties performed.
- Increases in responsibilities.
- Change in the skills, knowledge and experience required to undertake the duties of the position.

Such that the duties of the position as required to be performed by the individual, when assessed against the classification definitions, place the position in a higher band within the award.

- 35.4. Within 4 weeks of receipt of the application, the Council shall supply the applicant with a written response detailing the outcome of the application.

Should the position be reclassified, the date of effect of the reclassification shall be the date that it is determined by management that the job has changed, which will be no later than the date the application was made.

- 35.5. On initial appointment of an employee, the Council shall give consideration to an employee's previous relevant experience in order to ascertain the appropriate salary point for the person.

Any disagreements regarding the outcome of this process will be dealt with in accordance with Clause 19, Dispute Avoidance and Resolution of Grievances, of the Agreement.

- 35.6. Incremental Increases

Movement to the next highest salary point within a level will be by way of annual increment, subject to the employee having performed satisfactorily for the prior twelve months in accordance with the performance planning process.

Movement to the lowest increment of the next salary point for a banded position will be by way of annual increment where qualifications, experience and satisfactory performance exists for the prior twelve months in accordance with the performance planning process.

Where no performance planning review is in place, the employee will automatically advance to the next increment within the level.

Increment will not be applied where an employee is involved in a formal performance improvement plan at least three months prior to the scheduled annual increment date. An incremental increase will not be withheld for more than one scheduled annual increment.

36. SALARY PACKAGING

- 36.1. The Council provides employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities shall be subject to any legal limitations imposed by Federal and/or State legislation that may be introduced or amended from time to time and, in the case of superannuation, to the requirements of the relevant superannuation scheme.
- 36.2. The Council reserves the right to withdraw this provision if changes in the relevant laws mean that the Council would incur additional administrative costs or the scheme itself becomes unlawful. Any Fringe Benefit Tax attracted by the salary sacrifice arrangement shall be paid by the employee and shall not result in an increase to the total remuneration package.
- 36.3. Other than facilitating the salary sacrifice arrangements, the Council shall not be responsible for any other aspects of salary sacrifice which would include, but is not limited to, any loss, fines or fees or other costs sustained by the employee.
- 36.4. Council recommends employees seek independent financial advice from a qualified financial planner prior to entering into any salary sacrifice arrangements.

37. PAYMENT OF SALARY/ WAGES

37.1. Payment of Salaries and Wages

Payment of salaries and wages shall be paid in arrears, with payment made by Electronic Funds Transfer (EFT) to a financial institution with EFT facilities nominated by the Employee.

Payment shall be made on the day of the pay run following the close of the pay period.

If, through circumstances beyond the control of the Council, salaries and wages are not paid in the relevant pay period, and as a result bank charges are applied to employees, it is agreed that the Council will honour all such fees upon receipt of relevant documentation from the employee's financial institution.

- 37.2. Employees proceeding on Annual Leave, Long Service Leave or Parental Leave may request on the Application for Leave form for payment to be made on each pay cycle or prepaid prior to commencing leave. Prepayment of this leave may only be requested for applications of one weeks entitlement of leave or more.

38. ALLOWANCES

- 38.1. Allowances will be paid in accordance with Appendix D – Allowances.

38.2. Indexing of Allowances

The allowances in Appendix D shall be indexed in accordance with the State Wage Case handed down by the QIRC.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

39. HOURS OF DUTY

- 39.1. The ordinary hours of duty of employees covered by this Agreement shall be as prescribed in sub clause 39.2, except where the employee works their ordinary hours of duty in accordance with sub clause 39.3 or 39.5.
- 39.2. The ordinary hours of duty of employees shall not exceed 36.25 per week or 7.25 hours per day, to be worked Monday to Friday, both days inclusive, between the hours of 6.00am and 6.00 pm.

Provided that by agreement in writing with the employee/s directly impacted, and their relevant Union, an employees' ordinary hours of duty may be worked on any five out of seven days per week including Saturday and Sundays in which case the provisions of Sub clause 39.3 shall apply. Agreement will not be unreasonably withheld.

Where agreement is reached, alternative hours of work patterns will be implemented in accordance with the following principles:

- Ordinary hours of work will not exceed 10 hours on any individual day.
- An employee will be provided a minimum of 2 consecutive days off duty every pay cycle, in accordance with an alternative hours of work pattern.

Where an annualised salary is implemented, it will be calculated to consider penalties for ordinary hours worked outside of the span of hours provided at sub clause 39.1.

- 39.3. Employees who work a nine-day fortnight (inclusive of rostered days off) shall do so in accordance with the system of hours contained in Clause 40, Nine Day Fortnight Flexible Working Hours Arrangement, and conditions contained in the Nine-Day Fortnight Operational Guidelines.

Provided that by agreement in writing between the Council and the employee/s directly impacted, and their relevant Union, such ordinary hours of duty may be worked on any nine out of fourteen days per fortnight including Saturdays and Sundays. Agreement will not be unreasonably withheld.

- 39.4. Ordinary hours worked on Saturdays and Sundays shall be paid for at a rate of double time except where the Saturday or Sunday is a Public Holiday in which case the provisions of Clause 55, Public Holidays, shall apply.
- 39.5. The ordinary hours of duty of employees having other workers under their immediate supervision shall, if so determined by the Council, be the same as the ordinary hours of the workers supervised, subject to the conditions prescribed by sub clause 39.6 hereunder.

Provided that this sub clause shall not apply to employees holding professional qualifications, and for the purpose of this sub clause Engineering Surveyors shall be deemed to be included in that category.

- 39.6. Where it is necessary to establish an hourly rate for the purpose of calculating overtime, notwithstanding the ordinary hours of duty pursuant to this sub clause, the divisor used shall be 36.25.
- 39.7. Employees under this Agreement shall, whilst supervising workers covered by other Queensland Local Government Awards who are in receipt of allowances or special rates, as listed hereunder, that are prescribed by those Awards, and when actually subject to the disabilities which attract those allowances or special rates, shall be paid such allowances in the same terms and for the same periods as those applicable to the workers:

- a) The construction, reconstruction, alteration, repair and/or maintenance allowance.
 - b) Any special site rate prescribed by a relevant State Award or Awards by way of compensation for disabilities associated with work on a particular construction site or project.
 - c) Any work disability rate or allowance prescribed by a relevant State Award or Awards to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions.
- 39.8. Where an employee is entitled to an allowance under any other provision of this award and is also entitled to a special site rate or disability allowance under this sub clause in respect of the same disability then such employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.
- 39.9. Sub clauses 39.7 and 39.8 of this sub clause shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, Industry payments or increments for service, tool allowances, annualised allowances or allowances payable to special classes of employees, in consideration of circumstances unrelated to general industry conditions. Further the term "workers" shall include all employees whose classifications are contained in Awards of the Queensland Industrial Relations Commission.

40. NINE DAY FORTNIGHT FLEXIBLE WORKING HOURS ARRANGEMENT

- 40.1. This Agreement will replace all previous agreements, either in written or oral form, to change hours of work to facilitate a nine day working fortnight for employees.
- 40.2. Management may propose to exclude some positions within the Council from the provisions of this Nine Day Fortnight Agreement where the participation in this arrangement would prejudice the efficient operations of the Council's Business. The exclusion of the nine day fortnight is subject to mutual agreement between the Council, the employee or employees concerned and their relevant Union.
- 40.3. Employees participating in the rostered day off (RDO) arrangement will work their ordinary hours for the fortnight across nine days to allow for the one day RDO.
- 40.4. Administrative employees employed under a 36.25 hour week arrangement will work 72.5 hours across a nine day fortnight with scheduling of hours to be coordinated by managers.
- 40.5. Employees participating in this arrangement will be entitled to their RDO on a Monday or a Friday, with the Manager or Director of the section being responsible for the implementation of the RDO roster.
- 40.6. Notwithstanding the above, where the Director is of the opinion that the taking of RDO's is prejudicial to the efficient operation of Council business, as an alternative to excluding the position from the provisions of the nine day fortnight agreement, the Director may decide that the RDO if taken on an alternative day may be more beneficial. In these circumstances the Director will consult with the affected employees to reach agreement on the alternative day for the RDO to be taken. Agreement will not be unreasonably withheld and where agreement cannot be reached the dispute will be managed in accordance with the Dispute Avoidance and Resolution of Grievances Clause 19 of this Agreement.
- 40.7. Employee initiated changes to scheduled RDO's are permitted in consultation and with management approval and subject to the maintenance of customer service levels and job progress.

- 40.8. Where an RDO falls on a recognized public holiday the manager, through consultation will schedule the RDO's either before or after this holiday.
- 40.9. During a fortnight in which Personal/Carer's Leave is taken, employees may request that this day be taken as their RDO, with no reduction in Personal/Carer's Leave credit.
- 40.10. Annual leave entitlements shall be recorded in hours and fractions thereof. Absences on Annual Leave will be taken in accordance with the ordinary span of hours/ roster worked. During fortnights in which Annual Leave is taken employees shall be entitled to take their RDO off, with no reduction in Annual Leave credits.
- 40.11. On jobs where progress is critical, or to take advantage of seasonal conditions, or periods of short-staff, such as extended Personal/Carer's Leave, Annual Leave or Long Service Leave in service delivery units, employees may be required by management to bank up to a maximum of three (3) RDO's, or additional days by mutual agreement. Agreement will not be unreasonably withheld. In other than emergency situations, the employee must be given at least one (1) weeks' notice by Management and consideration shall also be given to the employee's individual circumstances. This provision is included to maintain and improve productivity and customer service and reduce penalty payments during this situation.
- 40.12. Banked RDO's should be taken at the completion of the project or return to normal staffing levels, or may be accrued by mutual agreement and dependent upon operating requirements. Banked RDO's should be taken before utilising Annual Leave or Long Service Leave accruals. The banked RDO will be paid in the pay period in which it is taken.
- 40.13. If the employee leaves the employment of Council for any reason, any accumulated or banked RDO's shall be paid to the employee at the ordinary rate of pay applicable when the accumulation took place.

41. IRREGULAR WORK ARRANGEMENTS

- 41.1. Irregular work may be required where short term works are required to be performed in hours outside of the span of ordinary hours. Performing work outside of the span of ordinary hours may be preferable due to, for example:
- Being engaged in on-going emergency management
 - Reduced risk to employee
 - Enable the distribution of working hours and duties
 - To appropriately manage fatigue
- 41.2. Irregular work does not constitute shift work. Irregular work would require an employee to work their ordinary hours of work (typically 8.05 hours or as otherwise rostered) outside the span of ordinary hours being 6am to 6pm. These irregular work hours would form part of the participating employees' ordinary 36.25 or 38 hours per week.

All other ordinary hours in that 36.25 or 38 hour week are worked in accordance with standard day work rosters and schedules.

The performance of irregular works will be by agreement with the employee/s directly impacted. Agreement will not be unreasonably withheld.

Where possible, agreement to perform irregular works will be sought at least 7 days prior to commencement of the irregular work.

41.3. Remuneration of Irregular Work

Whilst performing irregular work, hours worked will be paid as follows:

- Ordinary hours commencing at or after 6.00pm shall be paid in accordance with subclause 42.3 – Overtime
- All hours worked in excess of the employees' rostered ordinary hours on any day, shall be considered overtime and will be paid in accordance with subclause 42.3 – Overtime.
- Ordinary hours worked in the performance of irregular work on a Saturday or Sunday (other than Public Holidays) shall be paid in accordance with subclause 42.3 – Overtime.

41.4. Fatigue

In accordance with Clause 43 of this Certified Agreement (10 Hour Break) employees will be entitled to access a 10 hour consecutive break prior to recommencing their ordinary hours, without loss of pay for ordinary working time occurring during such absence.

42. OVERTIME

- 42.1. Except as otherwise provided in this clause overtime worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.
- 42.2. Provided that by mutual agreement between the employee and the Council, the employee may upon claiming for overtime be given time off in lieu of overtime. Such time off would be on the basis of an hour for an hour. Employees may be able to accrue up to two (2) days of TOIL to be utilised or paid out by calendar year end at the relevant overtime rate.
- 42.3. All overtime whether planned or unplanned performed on Saturday and Sunday shall be paid for at the rates of no less than double time with a minimum payment of no less than 3 hours.
- 42.4. An employee recalled to work overtime whether notified before or after leaving the usual place of employment and who returns to home on the completion of such overtime worked, shall be paid for a minimum of three hours work at this overtime rate for each time the employee is so recalled: provided that the employee shall not be required to work for such three hours if the work the employee is required to perform is completed within a shorter period.
- 42.5. Subclauses 42.1, 42.3 and 42.5 of this clause shall not apply to employees performing shift work as defined in Clause 3 of the Award, who shall be paid overtime as specified in that clause.
- 42.6. Any employee required to work overtime which commences or finishes at a time when the employee's normal means of private or public transport is not available will be provided with transport to return to their place of residence, or reimbursed the cost of a taxi fare to the employee's home where alternate transport is unavailable.

43. 10 HOUR BREAK

- 43.1. When overtime work is required and requested by Council, it will be arranged where possible for employees to have at least ten (10) consecutive hours off duty between work of consecutive days.
- 43.2. An employee who works so much overtime between the cessation of the employee's ordinary work on the one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until the employee has had ten consecutive hours of duty without loss of pay for ordinary working time occurring during such absence.

Calls Outs / Recall

- 43.3. If:
- in the period between 12 hours and 2 hours before the scheduled commencement of their next shift;
 - an employee is required and requested by Council to be called out or recalled to perform work; and
 - the employee attends and performs work;
- then irrespective of the duration of the work performed, the employee must have a mandatory 10-hour break from completion of the latest work (last call out or recall) until reporting to work. The employee will then be required to work until the scheduled completion of their ordinary scheduled shift unless the period to be worked is no more than 2 hours. In that case the employee may:
- a) attend work; or
 - b) utilise banked TOIL, RDO accruals, annual leave or unpaid leave and not attend work.
- 43.4. If an employee:
- has not been called out or recalled in the period between 12 hours and 2 hours before the scheduled commencement of their next shift; and
 - up to 2 hours before the scheduled commencement of their next shift the employee is required and requested by Council to be called out or recalled to perform work; and
 - the employee attends and performs work;
- then irrespective of the duration of the work performed, the employee will continue to work overtime until their scheduled commencement time after which the employee will commence their ordinary scheduled shift (typically 8.5 hours) until its completion.
- 43.5. Where a 10 hour break would apply, if an employee is instructed to resume or to continue work without having had the 10 hour break, the employee shall be paid at double ordinary rates (unless on a Public Holiday in which case the overtime rates of clause 55 shall apply) until the employee is released from duty for such period, and such employee shall be entitled to be absent until such employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Remote Response

- 43.6. Council and employees use risk management strategies to ensure employees do not attend work with levels of fatigue which have potential to compromise their health and safety.

If:

- in the period between 12 hours and 2 hours before the scheduled commencement of their next shift;
- an employee is required and requested by Council to provide remote response such that they qualify for more than one half-hour minimum payment; and
- provides that response;

The employee, having regard to their own fitness for duty, may -

- choose to attend work at their scheduled commencement time and complete their ordinary scheduled shift if they believe that they can safely perform their duties; or
- decide that due to fatigue they cannot safely perform their duties and advise their supervisor of that decision. The employee will then take a 10-hour break before attending work and working until the scheduled completion of their ordinary scheduled shift unless the period to be worked is no more than 2 hours. In that case the employee may:
 - a) attend work; or
 - b) utilise banked TOIL, RDO accruals, annual leave or unpaid leave and not attend work.

43.7. If an employee:

- has not been asked to provide remote response in the period between 12 hours and 2 hours before the scheduled commencement of their next shift; and
- up to 2 hours before the scheduled commencement of their next shift the employee is required and requested by Council to provide remote response; and
- provides that response;

the employee will attend work for their next ordinary scheduled shift.

44. FLEXIBLE WORK PRACTICES AND MODERNISATION

44.1. In addition to the flexible working arrangements available within this Agreement to support work and family harmony, the parties agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

Further implementation of flexible work practices will be subject to operational requirements, employee support and cost to the Council. By agreement in writing between Council, employees and their relevant Unions in a section or sections of work, or individual employees, local flexible work practices can be reached involving the following provisions: -

- a) Span of hours
- b) Rostering and Work Cycles, and the averaging of hours
- c) Roster breaks
- d) Timing of rest pauses, meal breaks and annual leave
- e) Period of Notice
- f) Location of work (e.g., working from home)
- g) Other matters by agreement in writing between the parties

44.2. Agreements for Flexible Working Arrangements must: -

- a) Be initiated by the employee making a request, which can be written or verbal;

- b) Be recorded in writing;
- c) State the change in the way the employee works in sufficient detail to allow the employer to make a decision about the request;
- d) State the reason for the change;
- e) State the benefit to the employee if the request was granted;
- f) Be signed by both parties.

Agreement relating to Flexible Work Arrangements will not be unreasonably withheld.

- 44.3. Without limiting the options for arrangement of work cycles, examples of the way work cycles may be arranged are as follows:
 - a) Full time employees working 145 hours or 152 hours where employees supervise employees who work a 38 hour week in a 4 week cycle.
 - b) by employees working less than 8 ordinary hours each day; or
 - c) by employees working less than 8 ordinary hours on one or more days each work cycle; or
 - d) by fixing one or more work days on which all employees will be off during a particular work cycle; or
 - e) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- 44.4. Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the employees' classification level within the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- 44.5. Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment and the appropriate rate of pay in accordance with the mixed functions clause of the relevant award, and allowances for the use of such tools are paid.
- 44.6. The parties agree that there is a need to address workplace efficiencies, effectiveness, and services so that Council and its employees improve their future efficiency and effectiveness.
- 44.7. The parties agree that adequate consultation and communication provide a major contribution to efficient, flexible, and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and/or an agent or representative for the employee.

45. ON CALL/CALLOUT ARRANGEMENTS

The following provisions shall apply in lieu of the call-out provisions of the Award, and provides for after hours response as follows:

45.1. Introduction

On Call arrangements may be required for selected work areas who are able to respond to after hours' events within a specified response time.

Call outs are required where there is immediate danger to health or life, or when immediate repairs are needed to damaged property.

45.2. Allowances

Employees who volunteer to be on call for after hours response emergency work outside ordinary working hours shall be paid, in addition to their ordinary rate of pay, the appropriate response allowance determined by the relevant Manager for each pay week. Such employees are required to be on call for after hours response. Such allowance is dependent on the response time allocated by the Manager to such employee.

a) Response A

The employee on call will be available to respond immediately to the situation. It is expected that after hours the Employee will be at home or be in a position such that upon receiving a call, the employee will be in the Council vehicle on the way to the site within fifteen minutes. The response time to the site should be the shortest possible time generally accepted as being within 20 to 45 minutes from the time of receiving the call. Allowance - \$231.59 per week.

b) Response B

The Employee on call will be available to be on site within two hours of receiving the call. Allowance - \$138.95 per week.

Employees under Response A or Response B and called out for after hours response emergency work shall be entitled to payment for such work from the time of leaving to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated accordingly, but such payment shall not be less than three (3) hours pay at the appropriate overtime rate for each such callout.

45.3. Definitions

a) For the purposes of this clause an "on call employee" shall mean an employee who outside ordinary working hours volunteers to be on call and agrees to respond within the prescribed response time determined by the relevant Manager for such employee. The employee concerned must be continuously available for recall to work.

b) For the purposes of this clause "Continuously available" shall mean that the employee must be contactable and be able to respond within the prescribed response time.

c) Exclusion

An employee's residential address may exclude them from these After Hours Response arrangements.

45.4. Employees "on call" may be required to provide their own means of private transport to and from their usual workplace.

45.5. Where possible Employees who are required to be "on call" and to respond to an emergency situation at a location away from their usual workplace will be provided with a Council vehicle and a mobile telephone. The Council vehicle shall be used in strict accordance with Council's Policies and Procedures as amended from time to time.

45.6. Where an employee is required to work overtime beyond the end of their rostered shift, and the employee's normal means of transport is unavailable, the employee will be provided with transport to return to their place of residence or reimbursed the cost of a taxi fare to the employee's home where alternate transport is unavailable.

- 45.7. When a mobile telephone is supplied to the employee, its use shall be limited to only work and emergency related calls.
- 45.8. Employees "on call" are required to ensure that they are in a fit state to be able to respond to the emergency. In the event that the Employees are unable due to sickness etc. the Employee shall arrange an appropriate employee to undertake the on call duties.
- 45.9. The appointment of an "on call employee" shall be made by the relevant Manager. However, wherever practicable, the "on call" duties shall be arranged on a roster basis amongst employees associated with the type of work involved and who are competent, skilled and trained in such work.
- 45.10. An employee whose period of on call duty includes or coincides with a Public holiday shall be paid an amount equivalent to the daily hours usually worked each day for each such holiday on which such employee is required to be on call.

46. REMOTE RESPONSE

- 46.1. In the event of an employee on call being requested to provide advice (without the need to return to work) the Employee shall be paid at the appropriate overtime rate for the actual time involved with a minimum payment of the equivalent of one half of one hour. Subsequent calls within the one half of one-hour minimum payment, do not trigger additional payments except where work extends beyond the one half of one hour period in which appropriate overtime rates will apply for the time worked. Calls falling outside the one half one-hour minimum period shall be paid at the appropriate overtime rate for the actual time involved with a minimum payment of the equivalent of one half of one hour. The employee concerned shall be responsible for recording such requests in a diary for subsequent certification by the Manager. Any overtime payable shall be in addition to the appropriate on call allowance.
- 46.2. Provided that an Employee, who is not on call but is required to provide advice relating to Council business as if they were on call, is also eligible to the same overtime payment, but no on call payment shall apply.

47. SHIFT WORK

- 47.1. Shift work may be performed under this Agreement subject to the following conditions:
- 47.2. Definitions - shift work

Shift work shall mean and include work performed by an employee or employees within the span of hours, as defined, for day, afternoon or night shifts as prescribed in this clause.

For the purpose of this definition, it shall not be necessary for shift work to be worked by separate relays of employees.
- 47.3. An employee shall not be deemed to be working shift work unless the employee has agreed as part of the employee's terms of employment or in accordance with Clause 43, Flexible Work Practices and Modernisation.
- 47.4. Shift work may be worked for periods not less than one week.
- 47.5. Provided that in any period of shift work, employees may be worked in any combination of day, afternoon or night shifts.
 - a) Day shift shall mean any shift starting on or after 6.00am and on or before 10.15am.

- b) Afternoon shift shall mean any shift finishing after 6.00pm and before 8.00pm.
 - c) Night shift shall mean any shift finishing on or after 8.00pm or commencing before 6.00am.
- 47.6. The hours of duty of shift workers shall not exceed ordinary hours in any one week Monday to Sunday inclusive.
- 47.7. A shift worker shall be granted two consecutive days off duty in every week.
- 47.8. The shift work roster shall provide rotation of shifts unless the Council and the employee (and a nominated representative at the employees' request) agree otherwise. The shift work roster shall be prominently displayed at the place of work in a position where it is readily accessible to all employees concerned with it, at least one week in advance of the date of the duties to which it refers.
- 47.9. Any changes to the roster shall be notified to the employees affected by such changes at least 24 hours in advance of the implementation of the alteration. If 24 hours' notice is not given, the employee concerned shall be paid at double the hourly rate for all time worked until 24 hours has expired from the time the notice was given.
- 47.10. Provided that such penalty shall not apply if the change is made at the request of the employees concerned.
- 47.11. All time worked by shift workers outside or in excess of the ordinary working hours prescribed in this clause shall be deemed overtime and be paid for at the rate of double the ordinary time rate.
- 47.12. Where a shift worker is recalled to work overtime after completion of a normal rostered shift, such employee shall be provided with a minimum of four hours' work or be paid for four hours at the overtime rate.
- 47.13. Shift premiums
 - a) For each afternoon and night shift worked, an employee shall be paid a shift premium of 15% in addition to the employee's ordinary rate of pay for that day, except where a night shift is worked without rotation for a period in excess of ten consecutive normal working days, whereupon 25% shall be paid in lieu of the 15%.
 - b) Provided that these shift premiums shall not be payable in addition to week-end penalty rate payments as hereinafter provided or any penalty payments made in accordance with the provision in this clause for rostering and changes to rosters.
- 47.14. Shift workers shall be allowed a crib break of half an hour during each shift for which no deduction of pay shall be made: Provided that such break shall be taken at a time and in such manner that it will not interrupt any service being provided to the general public.
- 47.15. Weekend and public holiday penalty rates
 - a) All ordinary time worked by shift workers between midnight Friday and midnight Sunday shall be paid for at double time. All time worked over 7¼ hours on any shift during that period shall be paid at double the ordinary time rate.
 - b) All time worked on any of the public holidays mentioned in Clause 55, Public Holidays, of this Agreement shall be paid for at the rate of two and a half times the ordinary time rate: Provided that if a shift worker is required to work overtime on a public holiday the provisions of Sub clause 55.6 shall apply.
 - c) The employee's ordinary rate of pay shall be deemed to include shift premiums payable under this clause where the employee proceeding on leave has received such shift premiums for at least two of the three weeks of shift work immediately preceding the date of commencement of the leave.

- d) Where a statutory holiday falls on an employee's day off, such employee shall be paid a day's wages at ordinary rates or be granted a further day's leave to be taken at a mutually convenient time; and if not taken before the next period of annual leave, it shall be added to that entitlement.

47.16. Where an employee is required to work a shift which commences or finishes at a time when the employee's normal means of transport is unavailable, the employee will be provided with transport to return to their place of residence or reimbursed for the cost of a taxi fare to the employee's home where alternate transport is unavailable.

This clause does not apply where the Council provides transport free of charge to the employee.

48. MEAL BREAKS & REST PAUSES

48.1. Meal Breaks/ Rest Pauses During Ordinary Hours for Part Time & Casual Employees

a) Rest Pause

- a) All employees are allowed a paid rest pause of 10 minutes duration in the employers' time in the first and second half of the working day, subject to the following:
 - i. A total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in a day; or
 - ii. A total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- b) Where an employee works at least 6 ordinary hours in a day and where there is agreement between the employer and the employees concerned, the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day.
- c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

b) Meal Break

- a) Employees required to continue working in excess of 5 ordinary hours on any day shall be allowed not less than 30 minutes unpaid meal break.
- b) The meal break is to be taken from the commencement of the fifth hour and,
- c) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of 30 minutes can be taken or until the employee ceases work for the day.

48.2. Meal Breaks/ Rest Pauses During Ordinary Hours for all Other Employees

a) Rest Pause

- a) All employees are allowed a paid rest pause of 10 minutes duration in the employers' time in the first and second half of the working day, subject to the following:
 - i. A total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in a day; or

- ii. A total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
 - b) Where there is agreement between the employer and employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with the option of such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.
 - c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.
- b) Meal Break
- a) All employees who work in excess of 5 ordinary hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the fourth and sixth hours of duty.
 - b) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.
 - c) Continuity of work during meal breaks
 - i. Where the efficiency of the employer may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes without penalty.
 - ii. The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.

48.3. Meal Breaks during Overtime

On Scheduled Shifts, employees are allowed a:

- a) 30 minute paid meal break, if overtime is continuously worked in excess of 2.0 hours at the end of a scheduled shift.
- b) An additional 45 minute paid meal break, if overtime is continuously worked in excess of 5.0 hours at the end of a schedule shift and a further 45 minute paid meal break for each additional 4.0 hours worked thereafter.

On Unscheduled Shifts and Public Holidays, employees are allowed a:

- a) 30 minute paid meal break, if overtime exceeds 5.0 hours in a single shift.
- b) An additional 45 minute paid meal break, if overtime exceeds 9.0 hours in a single shift and a further 45 minute paid meal break for each additional 4.0 hours worked thereafter.

There is no provision for the 20 minute rest pause to be taken during overtime shifts.

Prior approval must be granted in order for an employee to continue working through a required meal break.

PART 7 - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

49. ANNUAL LEAVE ENTITLEMENT

- 49.1. Every employee (other than a casual employee) shall at the end of each year of employment, be entitled to an annual holiday on full pay of five weeks (of 190/181.25 hours) plus annual leave loading. Annual leave accruals will be credited to an employee on a weekly basis. Part time employees will have pro rata entitlements for annual leave.
- 49.2. Provided that annual leave is not to accrue during periods of leave without pay not authorised by Council unless the employee is absent for not more than 3 months because of illness or injury certified by a Doctor.
- For the purpose of this clause, leave without pay does not include any period of absence of less than three months during which the employee is entitled to payment under the Workers' Compensation and Rehabilitation Act 2003
- 49.3. If immediately before taking the leave the employee is being paid at a higher rate than the ordinary rate, then the employee shall be paid at the higher rate while on leave.
- 49.4. Annual Leave Accrual
- An employee with accrued entitlements of annual leave of more than 2 years shall advise Council on when within a reasonable time the accrual will be taken.
- Should an employee fail to propose a timeframe for taking the accrued annual leave, the Manager/ Director may on one month's notice direct the employee to take such leave.
- Where an employee who has a leave balance of greater than two years entitlement applies for annual leave, approval of the employee's application will not be unreasonably withheld.
- Should a disagreement occur regarding the taking of excess annual leave accrual then the matter can be processed through Clause 19, Dispute Avoidance and Resolution of Grievances.
- 49.5. Any dispute relating to an application for leave will be managed in accordance with Clause 19 Dispute Avoidance and Resolution of Grievances.

50. ANNUAL LEAVE LOADING

- 50.1. Annual leave pay, including any proportionate payments, shall be calculated at the employee's rate of pay for the period of the annual leave.
- 50.2. A further amount calculated at the rate of 17.5% of this amount, will be added to the sum. This is referred to as Annual Leave Loading and is applied to the prescribed value of 5 weeks leave per annum. Payment of this additional loading will be as part of the standard pay run.
- 50.3. Annual leave loading is paid in compensation for a notional loss of opportunity to work overtime.

51. CASHING OUT ANNUAL LEAVE

- 51.1. Annual leave may not be cashed out except under this section.
- 51.2. An employer and an employee may agree to the employee cashing out a particular amount of the employee's annual leave.
- 51.3. The employer and employee must not agree to the employee cashing out an amount of annual leave if the cashing out would result in the employee's accrued annual leave entitlement being less than 4 weeks.
- 51.4. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing.
- 51.5. The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the annual leave that has been forgone.

52. CHRISTMAS

- 52.1. Townsville City Council may close down its operations in work areas, units or sections, or parts thereof, for the purposes of allowing annual leave to all or most of the employees in those work areas, units, or sections.

During this closedown, an employee may access accrued leave (long service or annual leave entitlements) and/or take TOIL/ RDO's or where insufficient leave entitlements exist, an employee may take leave without pay during this period. However where an employee has accrued TOIL/RDO's these balances will be used in the first instance. If approved by Council, the closedown will take effect for the period from Christmas Day up to and including New Year's Day (or substitute holidays where appropriate). This period can be extended, following mutual agreement through the JCC, however cannot extend beyond a period of 10 calendar days in total.

- 52.2. Council shall give at least 90 days' notice of the Christmas Closedown Dates.

53. LONG SERVICE LEAVE

- 53.1. Subject to the provisions of this Agreement, the entitlement of an employee to long service leave on full pay pursuant to this Agreement shall be as follows.
 - a) In the case of an employee who has completed an initial period of ten years' continuous service, thirteen weeks.
 - b) In the case of an employee who has completed an initial period of seven years but less than ten years' continuous service, and who terminates that service, or who dies, or whose employment Council terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of thirteen weeks for ten years' service.
 - c) In the case of an employee who has completed an initial or a subsequent period of ten years' service and who continues that service until the employee has completed a further period of ten years' service, a further thirteen weeks; and
 - d) In the case of an employee who continues in the service of a Council after having completed an initial or a subsequent period of ten years' service and whose employment is terminated for any reason, or who dies, before completion of a

further period of ten years' service, a proportionate further amount on the basis of thirteen weeks for ten years' service.

- 53.2. For the purpose of this Agreement continuous service shall mean and include service with a Council or with more than one Council which has been continuous except for:
- a) Absence from work on leave granted by a Council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five years of the employees' service shall be included in the period in respect of which long service leave is computed:
 - b) Work performed outside of Local Government within Queensland, Queensland State Government and Federal Government Departments.
 - c) The employee having been dismissed or stood-down by the Council, or the employee having terminated service with the Council by reason of illness or injury; provided that the employee shall have been re-employed by that Council or another Council, and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph be taken into account in calculating the period of service;
 - d) The employee having been dismissed or stood down by the Council, or the employee having terminated service with the Council, provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding three months.
 - e) Service as a member of the Naval, Military or Air Forces and of the Commonwealth or of the Civil Construction Corps established under the National Security Act 1939, as amended by subsequent Acts, of the Commonwealth, shall be deemed to be service with the Council by which that employee was last employed before the employee commenced to serve as such member.
 - f) Upon enlistment in Her Majesty's Armed Forces for active war service of any employee employed under this Agreement, the Council shall be liable to pay to such employee, if the employee so requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this Agreement.
 - g) Any pro rata payment so made at the employee's request shall not be deemed to break the continuity of the employee's service for long service leave purposes, but the quantum of long service leave to which such employee may become entitled in the event of the employee rejoining the service of the same or another Council to this Agreement shall be reduced by the period of service in respect of which the pro rata payment was made.
 - h) Where an employee covered by this Agreement enlists for active war service in any of Her Majesty's Armed Forces and subsequently dies during the period of such enlistment a pro rata payment of long service leave due to the employee shall be paid to the employee's personal representative.
 - i) In the event of such employee being totally incapacitated by reason of war service to the extent of being unable to resume duties with the Council, a pro rata payment for long service leave shall be paid to the employee or calculated in accordance with provisions of this Agreement, provided that for the purposes of

this clause there shall be no minimum qualifying period of eligibility for long service leave.

53.3. Entitlement

The minimum period of Long Service Leave that an employee may take at any one period shall be not less than one rostered week except in circumstances when this period can be varied by mutual agreement between the Manager/ Director and the employee.

- a) Long Service entitlements are meant to be taken and not to be banked.
- b) Long service leave should be taken within five (5) years of the entitlement falling due and upon giving reasonable notice.
- c) An employee with accrued entitlements to long service leave for more than 5 years shall advise Council on when within a reasonable time the accrual will be taken.
- d) Should an employee fail to propose a timeframe for taking the accrued long service leave, the Manager/ Director may on one month's notice direct the employee to take such leave.

53.4. The entitlement of an employee to long service leave on full pay pursuant to this Agreement shall be as follows:

- a) All employees shall be eligible to take long service leave after 7 completed year's continuous Queensland Local Government service.
- b) In cases of maternity leave, hardship or training purposes, pro-rata entitlements of long service leave payments may be taken as leave provided that all other avenues of leave have been exhausted.

53.5. Calculating an employee's length of service

Subject to the provisions of this clause, the method of calculating the amount of long service leave due to an employee pursuant to the provisions of this Agreement shall be as follows:

- a) Employees whose initial period of continuous service commenced on or after 11 May 1964 shall be entitled to long service leave in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service and in respect of service on or after 1 January 1977 at the rate of one and 3/10ths weeks for each year of service.
- b) An employee whose initial qualifying period of ten years' continuous service was completed on or after 1 January 1977 shall immediately after completion of such period become entitled to long service leave, but the amount thereof shall be calculated in accordance with the provisions above.

53.6. Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by the Council as ordinary time deemed for the purpose of such payment to be worked continuously by the employee during the period of long service leave.

Provided that, in the case of an employee who immediately before the period of long service leave is being paid for ordinary time worked by the employee at a rate in excess of the rate payable under this Agreement, the long service leave shall be paid for at that excess rate as ordinary time deemed for the purpose of such payment at such excess rate to be worked continuously by that employee during the period of long

service leave except that, if the rate payable under the Agreement is varied during the period of long service leave, then:

- a) if the variation increases the rate payable under the said Agreement to an amount greater than the aforesaid excess rate, the long service leave shall be paid for at that increased rate for any part of the period thereof in respect whereof the increased rate is the minimum rate of payment under the said Agreement: or
- b) if the variation decreases the rate payable under the said Agreement, the long service leave may be paid for at the aforesaid excess rate less the whole or any portion of the decrease for any part of the period thereof in respect whereof the amount of the decreased rate is the minimum rate of payment under the said Agreement.

- 53.7. The Council with which the employee is employed at the time long service leave entitlement is claimed shall be liable as between itself and such employee to pay the whole of the amount to which such employee is entitled as payment for long service leave.

Provided that once an employee becomes eligible for pro rata long service leave each Council with which the employee had previously been employed during the qualifying period for long service leave shall contribute to such entitlement in the proportion which the employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the employee was receiving on the cessation of employment with such contributing Council.

Provided further that once such contribution is made and the employee concerned is employed by yet another Council the aforesaid employing Council shall be liable between it and the new employing Council for all long service leave contributions that had been forwarded to it and which had accrued during the aforesaid period of employment.

- 53.8. Continuous Service

For the purpose of this Agreement 'continuous service' shall mean service with the Council which has been continuous except for:

- a) Absence from work on leave granted by a Council through illness or injury.
- b) Where the absence is on unpaid leave only the first 3 months of leave will be recognised as service for the purpose of accruing Long Service Leave entitlements.
- c) Any employee absent from work on the grounds of workers compensation in excess of three months shall not be included in respect to which long service leave is computed.
- d) The employee having been dismissed or stood down by the Council, or the employee having terminated service with the Council, provided that the employee shall have been re-employed by Council within a period not exceeding three months.

- 53.9. Statutory Holidays Excluded

Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by the Council as ordinary time deemed for the purpose of such payment to be worked continuously by the employee during the period of long service leave.

53.10. Time and Manner of Payment to be Agreed

Payment for long service leave shall be at the rate of pay of the employee for the period immediately prior to the leave commencing. During the leave period, where rate changes as prescribed in this Agreement occur, the rate of pay for the leave will change accordingly.

The Council and the employee concerned may agree upon the times and the manner in which the employee shall be paid for long service leave.

53.11. Payment Upon Death of Employee

If an employee who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing but before completing the taking of that amount of long service leave, the Council shall pay to that employee's personal representative a sum equal to the long service entitlement of this clause for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

54. EXTENDED LONG SERVICE AND ANNUAL LEAVE

- 54.1. As a lifestyle choice option, employees may apply for and Council may consider extended leave (as defined in this clause) as an attractive alternative to the usual annual and long service leave provided by Council.

Taking into consideration organisational requirements, agreement in writing may be reached between an employee and Council to extend a period of annual or long service leave time by averaging his / her normal annual or long service leave payments taken at half pay. Agreement will not be unreasonably withheld.

- 54.2. Extended leave is defined as the employee taking all or part of their leave, by agreement with the Council on proportionate pay with the period on leave being extended accordingly.

This can only be done over a minimum period of one week of their accrued annual or long service leave entitlement.

55. PUBLIC HOLIDAYS

- 55.1. The following days are Public Holidays, the dates may vary from year to year and will be recognised as gazetted by the Queensland Government.

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Sunday
- Easter Monday;
- Anzac Day;
- Labour Day
- Show Day (as gazette);
- The Birthday of the Sovereign;

- Christmas Day;
 - Boxing Day; or
 - any day appointed under the Holidays Act 1983, to be kept in place of any such holiday
- 55.2. A part time or full-time employee whose usual day of work falls on a public holiday shall be entitled to be absent for the day without loss of pay. Payment shall be at ordinary time for the hours that the employee would have usually worked on that day.
- 55.3. If a Statutory Holiday falls on a day on which the employee has a Rostered Day Off and the employee does not work on that day the Rostered Day Off shall be rescheduled on a day nominated by the Council which will normally be either the work day immediately preceding or immediately following the Rostered Day Off.
- 55.4. Where a full time or part time employee is required to work inside the ordinary starting and ceasing time for the day of the week on which such holiday falls on a gazetted public holiday, as listed above, payment shall be at the rate of double time and a half of the ordinary rate.
- 55.5. For the purposes of this clause where the rate is a weekly rate, double time and a half shall mean one and a half times the hourly rate prescribed by this Agreement, in addition to the employees' ordinary time payment for the time worked on that day.
- 55.6. All time worked on any of the holidays mentioned above outside the ordinary starting and ceasing time for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Agreement for such time when worked outside the ordinary starting and ceasing times on an ordinary working day or over time on the day.
- The minimum payment for work on a public holiday is four hours at the appropriate rate.
- Where a casual employee is required to work, the employee will receive 150% of their ordinary rate in addition to their ordinary rate.
- 55.7. In the case of employees who do not ordinarily work Monday to Friday of each week i.e. whose ordinary hours include work on a Saturday or Sunday such employees shall be entitled to public holidays as follows:
- a) A full-time employee shall be entitled to either payment for each public holiday or a substituted day's leave.
 - b) A part-time employee shall be entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
 - c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.
 - d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and a-half if it is a Sunday.

- 55.8. All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at 1 1/2 times the ordinary rate prescribed for such work with a minimum of 4 hours.

56. PERSONAL/CARER'S LEAVE

- 56.1. The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

- 56.2. Amount of paid personal/carer's leave

Paid personal/carer's leave is available to employees, other than casual employees, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- for the purposes of caring for a person experiencing family violence.
- The amount of personal leave to which full-time employees are entitled depends on how long they have worked for the employer and accrues as follows:

- 56.3. From the date of coming into operation of this Agreement employees will accrue personal leave on the following basis:

- (a) Employees who work an average 38 hour week: 114 hours (equals 15 days x 7.6 hours) per year.
- (b) Employees who work an average 36.25 hour week: 108.75 hours (equals 15 days x 7.25 hours) per year.

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

Personal Leave taken shall be debited against an employee's accrued leave entitlement in accordance with the employee's actual ordinary hours of work, as follows:

Illustration 1:

Michelle has 180 hours accrued personal leave entitlement

Michelle works an averaged 36.25 per week over a nine-day fortnight with her ordinary working hours being 8.05 hours per day. Michelle cannot come to work on a Wednesday because of illness.

Michelle is paid for her 8.05 hours off work and her personal leave entitlement is debited 8.05 hours so now her personal leave balance is 171.95 hours.

Illustration 2:

David has 180 hours of accrued personal leave entitlement.

David works an averaged 38 hours per week over a nine-day fortnight with his ordinary working hours being 8.5 hours per day but 8 hours every second Thursday. David cannot come to work on Wednesday due to illness.

David is paid for his 8.5 hours off work and his personal leave entitlement is debited 8.5 hours so now his personal leave balance is 171.5 hours.

David is still ill on the following day which is a short hours (8 hour) Thursday. David is paid for his 8 hours off work and his personal leave entitlement (171.5 hours) is debited 8 hours so now his personal leave balance is 163.5 hours

56.4. Effect of workers' compensation

If an employee is receiving workers' compensation payments, he/she is not entitled to personal leave.

56.5. Broken service

If an employee is terminated by Council and is re-engaged within a period of six months, then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

56.6. Personal leave for personal injury or sickness

- a) An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
- b) Any absence on personal/carer's leave that exceeds two consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the Council.
- c) Credit shall be allowed for personal leave accumulated with previous employing Councils provided that the employee's service as between such Councils has been continuous and that the employee at the time of engagement produces a certificate from the previous Council certifying the amount of personal leave accumulated to the employee's credit.

- d) Continuous service is defined for the purpose of above to include service with a Council or with more than one Council which has been continuous except for the employee's having been dismissed or stood down, or by the employee having terminated the employee's service with the Council provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous Council plus a further period of four weeks.
- e) Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.
- f) When an employee, while absent from duty on annual leave or long service leave, is overtaken by illness or required to care for an immediate family or household member who is sick the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee or immediate family or household member is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than one rostered week, and subject to the provisions of this clause, be entitled on application to have such period of annual leave or long service leave debited to the employee's personal/carer's leave entitlements and the employee's annual leave or long service leave entitlement shall be adjusted accordingly.
- g) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- h) The employee shall, wherever practicable, give the employer notice at least 60 minutes prior to the scheduled commencement of shift, of their intention to take leave. The employee shall provide the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone (via phone call or text message) of such absence at the first opportunity on the day of the absence.
- i) Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal/carer's leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Council and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.

57. BEREAVEMENT AND COMPASSIONATE LEAVE

- 57.1. The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

57.2. Paid leave entitlement

A full-time employee is entitled to up to:

- 2 days compassionate leave on each occasion where a member of the employee's immediate family or household -
 - a) Contracts or develops a personal illness that poses a serious threat to the person's life; or
 - b) Sustains a personal injury that poses a serious threat to the person's life.

If required by the Council, employees who take compassionate leave must produce satisfactory evidence that a member of the employee's immediate family or household's life was threatened by personal illness or personal injury. Council will have regard to the employee's circumstances when assessing these requests and they will be handled in a sensitive and confidential manner.

- 2 days' bereavement leave on each occasion where a member of the employee's immediate family or household dies. If the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid bereavement leave equal to the time reasonably required for the travel. Employees may be required to produce of satisfactory evidence (if required by the Council) of the death of a member of the employee's immediate family or household. Council will have regard to the employees' circumstances when assessing these requests and they will be handled in a sensitive and confidential manner.
- An additional 2 days of bereavement leave where funeral or other ceremony for the death is to take place more than 250 kilometers from Townsville.

a) Part-time employees

A part-time employee is entitled to bereavement and compassionate leave without loss of pay, on the same basis as prescribed for full-time employees except that leave is only available where a part-time employee would normally work on any or all of the working days following the death.

b) Casual employees

A casual employee is entitled to unpaid bereavement and compassionate leave on each occasion on the same basis as prescribed above.

Where an employee has exhausted all leave entitlements, the employee is entitled to unpaid bereavement and compassionate leave. The length of unpaid leave should be agreed upon between employee and employer. In the absence of agreement, this is limited to 3 days unpaid leave.

c) Special Bereavement Leave

For the purpose of attending a current work colleague's funeral.

A Director may approve two hours paid time off for an employee to attend a work colleague's funeral, upon request of the employee, where.

- i. The employee was a member of the immediate work group of the deceased employee
- ii. The deceased employee had at least 5 years' service in the work area from which the employee seeking the leave works or the Director is otherwise

satisfied that the employee seeking the leave has had a substantial working relationship with the deceased employee.

- iii. The Director is satisfied that the employee taking that time off will not significantly impact on Council's service delivery for the work area concerned.

58. FAMILY VIOLENCE LEAVE

- 58.1. Council is committed to supporting and assisting all employees who are victims of family violence in their work and personal life, particularly employees who may be faced with abusive and/or violent relationships.
- 58.2. An employee should feel confident in seeking support and discussing threatening situations with a trained Council Officer, Manager or Union representative.
- 58.3. Employees, other than casual employees, who experience and are victims of family violence are entitled to up to fifteen (15) days paid Family Violence Leave each year, in accordance with the full principles of Part 3 Division 7 of the Industrial Relations Act 2016. A long-term casual employee who experiences and is a victim of family violence is entitled to fifteen (15) unpaid days each year.
- 58.4. A short term casual employee who experiences and is a victim of family violence is entitled to two (2) unpaid days each year. This leave is separate to other leave accruals and employees are also able to access other leave types for periods related to Family Violence. An employee's entitlement to Family Violence Leave does not accumulate from year to year.
- 58.5. Evidence may be requested from the employer. Appropriate evidence includes evidence from: the police; legal proceeding or court report; doctor or health practitioner; or counsellor. Written advice or a statutory declaration may also be provided. However, it is acknowledged that employees facing family violence situations may not be in a position to supply supporting documentation. In principle requests for leave associated with these situations will not be unreasonably refused and they will be handled in a sensitive, confidential, supportive, and non-judgmental manner. Information provided by the employee relating to applications for family violence leave will be kept confidential.
- 58.6. Council will not discriminate or take any adverse action against an employee if attendance or work performance is impacted as a result of being a victim of family violence. In return it is expected that employees affected will seek assistance and advise their nominated Council contact person of the general progress of that assistance as appropriate.
- 58.7. Council will consider requests from an employee who is currently experiencing family violence for flexible working arrangements. Any request accommodated will be set out in a flexible work arrangement in accordance with Clause 44 Flexible Work Practices and Modernisation.
- 58.8. Council will maintain a Domestic and Family Violence Administrative Directive.

59. NATURAL DISASTER LEAVE

- 59.1. Where a natural disaster event has been declared, employees may be granted up to two (2) days leave without loss of pay, in the event:

- an employee is unable to attend their normal place of work, or an alternate place of work; and
 - an employee is able to demonstrate that they made all reasonable efforts to attend work.
- 59.2. An additional day will be granted when an employee has been instructed not to attend work by the CEO due to safety concerns.
- 59.3. Where Natural Disaster Leave has been exhausted, employees may use accrued TOIL, RDO's, annual leave, or take leave without pay, subject to approval by their Manager.
- 59.4. For employees working with state emergency services, engaged in voluntary emergency management activities, or who are required by Council to work in response to the natural disaster, Natural Disaster Leave may be granted post the event for the purpose of undertaking recovery work where the employee has been directly impacted by the event. This can be accessed as whole or partial days.
- 59.5. Applications for Natural Disaster Leave will not be unreasonably withheld. Should a disagreement occur regarding the taking of Natural Disaster Leave then the matter can be processed through Clause 19 Dispute Avoidance and Resolution of Grievances.

60. CULTURAL OR RELIGIOUS LEAVE

- 60.1. The parties agree that there is a growing recognition of the cultural differences in the workplace. Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of the Council being met, the parties agree that:
- a) An employee who identifies as coming from such a background shall be given reasonable opportunity to practise the spiritual and cultural requirements of his / her culture.
 - b) Where this involves time away from work the employee may apply to take pre-approved leave or accumulated rostered days off.
 - c) Any dispute about leave to meet cultural, spiritual, or religious needs shall be resolved in accordance with the Dispute Avoidance and Resolution of Grievances Clause 19 of this Agreement.

61. PARENTAL LEAVE

- 61.1. Nothing in this clause 61 is intended to displace the operation of the Queensland Employment Standards.

61.2. Unpaid Parental Leave Provisions

Unpaid Parental Leave Provisions shall apply to all eligible Council employees.

Subject to the terms of this clause employees are entitled to birth related and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time, and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

61.3. The rights of the Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

Spouse includes a de facto spouse whether of the same sex as the employee or not but does not include a former spouse.

61.4. After 12 months continuous service, parents are entitled to unpaid leave in accordance with the Industrial Relations Act 2016 (Qld)

61.5. A period of up to 8 weeks (broken or unbroken) unpaid parental leave may be taken by both parents concurrently.

61.6. Concurrent leave must be taken within 52 weeks of the child's birth or adoption. If concurrent leave is taken other than immediately after the child's birth or placement, it must be taken for a minimum 2-week period.

61.7. Variation of period of parental leave

Where an employee takes leave under this section, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in this clause or the right to request as outlined below.

61.8. Right to Request

An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

- to extend the period of unpaid parental leave provided for by a further continuous period of leave not exceeding 12 months.
- to return from a period of parental leave on a part-time basis until the child reaches school age.
- to assist the employee in reconciling work and parental responsibilities.

Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The employees request and the employer's decision will be made in writing.

61.9. Request to return to work part-time

Where an employee wishes to make a request, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

An employee may make a request at shorter notice under special circumstances such as late diagnosis of illness, disability or impairment of the child. In these circumstances, the employee will notify the employer as soon as possible, and, the employer will not unreasonably deny such a request.

61.10. Birth-related Leave

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)—at least 10 weeks.
- b) of the date on which the employee proposes to commence birth-related leave and the period of leave to be taken—at least four weeks.

When the employee gives notice under (a) hereof the employee must also provide a statutory declaration stating particulars of any period of birth-related leave sought or taken by the employee's spouse and that for the period of birth-related leave they will not engage in any conduct inconsistent with their contract of employment.

An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

Unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

Where an employee continues to work within the six-week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that they are fit to perform their normal duties.

61.11. Special birth-related leave

- a) Where the pregnancy of an employee not then on birth-related leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special birth-related leave of such periods as a registered medical practitioner certifies as necessary.
- b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal/carer's leave to which the employee is entitled in lieu of, or in addition to, special birth-related leave.
- c) Where an employee not then on birth-related leave suffers illness related to pregnancy, the employee may take any paid personal/carer's leave to which the employee is then entitled, and such further unpaid special birth-related leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of paid personal/carer's leave, special birth-related leave, and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

During the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

61.12. Secondary caregiver leave

- a) An employee will provide to the employer at least ten weeks prior to each proposed period of secondary caregiver leave, with:
- b) a certificate from a registered medical practitioner which names the spouse, states that they are pregnant and the expected date of confinement, or states the date on which the birth took place; and
- c) written notification of the dates on which they propose to start and finish the period of secondary care giver leave; and
- d) except in relation to leave taken simultaneously with the other parent, a statutory declaration stating:
 - i. that they will take that period of secondary caregiver leave to become the primary care-giver of a child;
 - ii. particulars of any period of birth-related leave sought or taken by their spouse; and
 - iii. that for the period of secondary caregiver leave the employee will not engage in any conduct inconsistent with their contract of employment

The employee will not be in breach this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected the death of the birth parent, or other compelling circumstances.

61.13. Adoption leave

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- a) the employee is seeking adoption leave to become the primary caregiver of the child;
- b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of

the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

61.14. Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed.

61.15. Transfer to a safe job

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of birth-related leave.

If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

61.16. Returning to work after a period of parental leave

An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

61.17. Replacement employees

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

61.18. Communication during parental leave

Where an employee is on parental leave and Council proposes to introduce significant change at the workplace, the employer shall consult with employees and Unions in accordance with the Consultation Provisions of this Agreement (Clause 18).

The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

It is agreed between the parties that, by mutual agreement, Council employees taking unpaid parental leave, may return to work for specific projects, or on a part-time basis or as casual employees, without jeopardizing the right to complete the period of unpaid leave.

The date set for return to work from unpaid leave will be considered as fixed and will not be postponed beyond the twelve (12) month period.

61.19. Paid Parental Leave

Fourteen (14) weeks paid parental leave or twenty-eight (28) weeks at half pay, will be available after twelve months continuous service to all employees eligible for parental leave.

Paid parental leave will be effective from the date of commencement of parental leave and forms part of the fifty-two (52) weeks parental leave entitlement.

The period of fourteen (14) weeks paid parental leave is payable once only in connection with each birth or adoption of a child/children to an employee or employees of Council.

Parents are entitled to a combined total of fourteen (14) weeks paid parental leave, to be taken as one continual block of leave, on a shared basis in relation to the birth or adoption of their child/children. This entitlement is provided that the said parents are both employees of Council and the employee claiming paid parental leave is the primary and sole care giver of their child/children at the time of taking leave.

61.20. If the parents elect to assume the non-birth partner as the primary and sole care giver of their child/children within the first six (6) weeks after the birth or adoption of their child/children, then satisfactory evidence must be provided to Council to support the non-birth partner as primary and sole care giver.

After twelve (12) months continuous service, five (5) day's paid secondary carer leave shall be available for the non-birth partner immediately following the birth of the child/children or adoption of a child/children.

This is provided as a separate provision to the fourteen (14) weeks or twenty-eight (28) weeks at half pay paid, or pro-rata in between parental leave and may not be taken simultaneously with the birth partner's paid parental leave.

With the exception of five (5) day's paid secondary carer leave, paid parental leave is to be available to only one parent at a time.

Part-time and eligible casual employees are eligible for paid parental leave paid on a pro-rata basis of the employee's contracted hours for the preceding twelve (12) months.

Where an employee takes leave under the section unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period and payment of Parental Leave on one occasion. Any such change to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements.

61.21. Subsequent Application for Paid Parental Leave

When an employee who has previously taken a period of paid parental leave entitlement in accordance with clause 61.19, makes an application for a second or subsequent period of paid parental leave, the employee is only eligible for a further paid entitlement in accordance with clause 61.19 if they have returned to work for a minimum period of twelve (12) months full-time or part-time equivalent following the completion of the previous period of leave.

An employee who has not met the return to work obligation to receive a further paid leave entitlement in accordance with clause 61.19 is eligible to receive 52 weeks (pro-rata) of unpaid parental leave.

62. JURY SERVICE

- 62.1. Where an employee is required to attend for jury service during a rostered shift Council shall pay jury service leave in accordance with the employees projected roster provided that the employee pays Council the amount received for jury service within a reasonable period. An employee shall provide Council proof of the employee's attendance, the duration of such attendance and the amount received by the employee for such attendance.

63. SERVICE LEAVE

- 63.1. Leave may be granted to an employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air Forces and where leave is so granted and where the service pay received by such employee is less than the employee's ordinary rate of remuneration as an employee of Council, then Council shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.
- 63.2. Service pay for the purposes of this clause means and includes all payments received by the employee or employer from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Sunday to Monday both inclusive, of the week or weeks in question.

64. LEAVE WITHOUT PAY

- 64.1. Leave without pay (LWOP) may be granted by the Chief Executive Officer, on the recommendation of the General Manager and Director and by agreement with the Employee for a period not exceeding 12 months in the first instance.
- Employees must disclose the purpose and timeframe when requesting leave without pay.
- 64.2. For periods of leave without pay in excess of six months, the parties will make contact at least 6 weeks prior to the end of the leave period. Employees are required to give six weeks' notice in writing prior to the end of the leave period, confirming their intention to return to Council at the end of the leave period.
- 64.3. No form of leave entitlements for Long Service Leave, Personal/Carer's Leave and Annual Leave will accumulate whilst on leave without pay.

- 64.4. Leave without pay participant may, by mutual agreement and subject to a suitable vacancy, work for the Council on a temporary or part-time basis. Any employee returning for part-time or temporary work during their period of leave without pay agrees to payment being the applicable rate for the position they are filling, which will not necessarily be the rate or level of the position from which they have taken unpaid leave.
- 64.5. An employee may request to amend the duration of their leave without pay. Requests to change must be made no less than six weeks prior to the proposed commencement of the changed arrangements, or as otherwise mutually agreed.
- 64.6. Council shall consider the request having regard to the employee's circumstances and operational requirements.
- 64.7. The employees request and the Council's decision will be made in writing.

PART 8 - WORKPLACE HEALTH & SAFETY

65. WORKPLACE HEALTH AND SAFETY

65.1. The parties to this Agreement recognise that Council and Employees have obligations arising from the Work Health Safety Act 2011 (QLD) that include:

- Council has a duty of care to all employees arising from the conduct of Council's business (WHS Act s.19);

and

- Employees have a duty to comply with reasonable lawful directions given by Council to allow it to fulfill its duty of care obligations.

65.2. It will be reasonable for the Council to have concerns about an employee's health when:

- a) the employee has been absent from work for an extended period (relevant to the injury or illness) for medical reasons; and
 - the employee has not produced a satisfactory clearance from their treating doctor;
 - the clearance provided by the treating doctor is insufficient or conflicting and so does not address Council's reasonable concerns;
 - or there is no information provided by the employee's treating doctor about the employee's health or medical condition.
- b) Council reasonably believes that the employee may have a condition that impacts their safety at work, or their ability to perform the inherent requirements of their role; or
- c) where there are legislative requirements relating to an employee's ability to perform the employee's role.

In those circumstances and if the General Manager of People and Culture - after consultation with the relevant General Manager and the Workplace Health and Safety team - believes, on reasonable grounds, that an employee's capacity or performance or conduct is being negatively impacted by the employee's health or medical condition, the General Manager People and Culture may require an employee to take a checklist provided by Council including their FJA (functional job analysis) to their treating general practitioner and obtain from the employee's treating general practitioner a report responsive to that checklist and provide the report to Council.

65.3. Where information contained in that report is insufficient or conflicting and so does not address Council's reasonable concerns, Council may require the employee to undergo a medical assessment by an independent medical specialist, of the specialisation specified by Council, and of the employees choosing.

65.4. The requirement to attend a medical assessment will be expressed in writing and must set out:

- the grounds on which the reasonable belief has been formed that the medical assessment is required; and
- the details of the medical assessment to be undertaken.

65.5. The costs associated with attending the medical assessment will be payable by Council.

- 65.6. The report associated with the medical assessment will be provided to the employee's general practitioner with authority for that practitioner to discuss the report with the employee as the practitioner considers appropriate.
- 65.7. Employees may challenge the requirement to participate in a medical assessment by showing that it was not reasonable for the Council to form a belief that the assessment is required.
- 65.8. Employees are entitled to have a support person/representative attend meetings in the workplace associated with the request to attend the medical assessment.
- 65.9. Disputes in relation to requests to attend medical assessments will be managed in accordance with Clause 19 of this agreement - Dispute Avoidance and Resolution of Grievances.

66. REHABILITATION AND EMPLOYEE ASSISTANCE

- 66.1. In the event that any employee who becomes ill or is injured, whether from a workplace incident or not, all parties will make a positive effort to rehabilitate the ill or injured person. The Council shall, where practicable, provide support in terms of finding appropriate work, whilst the employee concerned shall make every endeavour to participate in the agreed suitable duties plan approved by the relevant Doctor, Self Insurance Unit and Council's Rehabilitation and Return to Work Co-coordinator.
- 66.2. Council will provide employees and their immediate family member's access to the confidential Employee Assistance Program (EAP). The EAP is a free, short-term, solutions-oriented counselling and coaching service designed to assist employees to manage life's challenges and demands both at work and in their personal life.

PART 9 - OTHER MATTERS

67. CHILD CARE OPTIONS

- 67.1. The Director may authorise the payment of reasonable additional childcare costs resulting from an employee's conference attendance or work-related travel, subject to approval of costs being sought in advance.

68. TRANSITION TO RETIREMENT ARRANGEMENTS

- 68.1. Transition to retirement arrangements may be available to those employee's considering full time retirement from the workforce, and who may consider a transition period to retirement.
- 68.2. Transition to retirement arrangements may include but are not limited to the following:
- a) transition to retirement agreements
 - b) flexible working arrangements
 - c) working part-time
 - d) refocusing of duties
 - e) undertaking specified project work
 - f) utilising leave
 - g) purchasing additional leave
 - h) accessing superannuation prior to retirement
- 68.3. Any such arrangements between the Council and the employee will be mutually agreed and will be documented in writing confirming the agreed terms of the agreement.
- 68.4. Where a request for a transition to retirement agreement is not agreed to, Council will provide the employee with a reason for refusal in writing however the decision in this regard is final in respect of that application.
- 68.5. All Transition to Retirement Arrangements will be for a maximum period of up to two years.
- 68.6. A review at least 6 months prior to the end of the agreed period or anytime where there is a change in circumstances in order to assess the effectiveness of the arrangement, the satisfaction of the parties and any changes to the employee's circumstances.
- 68.7. These arrangements may be varied by mutual agreement between the employee and the Council and any agreed variations will be documented. Only variations of work arrangements will be accommodated. The confirmed retirement/cessation date will remain unchanged unless otherwise mutually agreed. Agreement will not be unreasonably withheld.
- 68.8. An employee may request a support person or Union representative during any 'Transition to Retirement' discussions, arrangements, or review periods.
- 68.9. Council encourages Employees to seek independent financial advice prior to entering into any transition to retirement arrangements.
- 68.10. Accrued leave entitlement balances held immediately prior to accepting a transition to retirement arrangement will not be affected by accepting the transition to the

retirement arrangement. On commencement of the transition to retirement arrangement, all leave will accrue in accordance with the relevant hours of work clause within this Agreement and/or Award.

APPENDIX A – JOINT CONSULTATIVE COMMITTEE AND LOCAL CONSULTATIVE COMMITTEE TERMS OF REFERENCE

1. PURPOSE

The purpose of the Joint Consultative Committee and Local Consultative Committee ('the Committees') is to act as the primary consultation and industrial relations forum between Management and Unions concerning employment and industrial matters at the Council. Unions and Management are committed to achieving effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their Unions and Committee representatives, to participate regarding decisions by the Council which impact on their working lives and improve productive performance.

2. SCOPE AND OBJECTIVES

The Committees will receive and review information about Council and its workforce, and monitor all significant change matters that may impact the workforce including but not limited to:

- I. consultation on human resource and other employment policies, procedures and guidelines which impact across Council employment or result in significant workplace change;
- II. workplace issues that have the potential to have a significant impact on employees, including work units, divisions or the entire organisation;
- III. monitor and review implementation of the Certified Agreement;
- IV. undertake specific responsibilities and activities in accordance with the current Certified Agreement; and
- V. monitor the implementation of change which the Council is undertaking under Clause 18 'Consultation and Communication'.

3. ROLES AND RESPONSIBILITIES

The parties commit to the effective operation of the Committees of Council and will provide the necessary support to successfully implement its agreed terms of reference.

4. MEMBERSHIP

The Committees comprise representatives of Council Management, and Union Officials and Union Delegates from the Unions listed as parties to the Agreement who represent employees. The number of Union Officials permitted to attend will be limited to one per Union unless agreed otherwise. There is no restriction on the number of Union Delegates.

CHAIRPERSON

Committee meetings shall be chaired on a rotational basis between Management, and Union representatives.

ROLE OF CHAIRPERSON

The Chairperson will preside at the meeting and ensure that the Committee functions properly and follows an agenda. The Chairperson will ensure that all relevant matters are discussed in a fair and open manner and that effective decisions are made and carried out.

ROLE OF COMMITTEE MEMBERS

Committee members will attend meetings and participate in discussions in a respectful manner. Where a task is identified and assigned to a particular Committee member it becomes their responsibility to undertake that task and report the outcomes back to the full Committee by the

nominated date. If a Committee member is unable to attend a meeting, they are required to notify the Committee Secretary of their apology for the meeting prior to the scheduled meeting time.

MEETINGS

The Committees shall meet at least on a quarterly basis. Special meetings of the Committees may be convened by agreement between the joint chairpersons. Requests can be made for a Local Consultative Committee ('LCC') to occur in a month where there is no scheduled JCC. The Local Consultative Committee would meet to receive and review information about Council and the relevant local workforce covered by each applicable Certified Agreement.

QUORUM

The quorum for the Committees will include one representative from Council Management and one Union Official. Where a Union Official is unavailable, they may nominate an appropriate proxy to attend the Committee on their behalf.

AGENDA

All members of the Committees can submit agenda items relevant to the Committee's terms of reference to the Committee Secretary for discussion at the next meeting. All calls for agenda items are required to be submitted to the Committee Secretary two weeks prior to the next Committee meeting. Any agenda items submitted less than two weeks prior to the next scheduled meeting may be held over to the following scheduled meeting. Where possible all relevant written information and documents will be circulated with the agenda to members of the Committee at least one week prior to the meeting.

A standing agenda item will be the provision, by Council to the Committees, of a quarterly report of the organisations employment numbers as at that quarter. The report will provide a breakdown of the employment numbers per department/division/section and the categories of employment within Council i.e. full time, part time, casual and temporary. The report will also identify the number of vacant positions.

MINUTES

Council will provide a Committee Secretary at each meeting. The Secretary to the Committees will be responsible for the production of the agenda and minutes of the meeting.

A copy of the minutes will be made available at least one week prior to the following meeting to all Committee members and Council will also post the minutes upon Council's intranet for viewing by employees.

The minutes will be formally accepted at the next meeting of the committee.

APPENDIX B – TOWNSVILLE CITY COUNCIL REDUNDANCY AGREEMENT

There will be no forced redundancies for the life of this Agreement.

1. **NOTIFICATION AND CONSULTATION OF PROPOSED CHANGE**

(a) ***Discussions before Terminations***

- (i) Where the Council is proposing that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Council shall consult in accordance with Clause 18 Consultation and Communication.
- (ii) The discussions will take place as soon as is practicable, and prior to Council making a definite decision which will invoke the provision of paragraph (i) hereof and shall cover, “inter alia”, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purposes of the discussion the Council shall, as soon as practicable, provide in writing to the employees concerned and the relevant Union/s all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council’s interests.

2. **REDUNDANCY**

Where a definite decision has been made:

(a) ***Time off Work during the Notice Period***

During the period of notice of termination given by the Council an employee shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment.

(b) ***Notification to the Commonwealth Employment Service***

Where a decision has been made to terminate employees in the circumstances outlined in subclause 1(a) hereof, the Council shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(c) ***Employee Leaving during the Notice Period***

An employee whose employment is terminated for reasons set out in subclause 1(a) hereof may terminate his/her employment during the period of notice and shall be entitled to the same benefits and payments under this Agreement calculated up to and including the new termination date.

(d) ***Alternative Employment***

Notwithstanding the provisions of this Agreement, where an employee whose position is no longer required in accordance with subclause 1(a), finds or is found employment suitable to both parties with another Local Government in Queensland prior to termination, the Council may apply to the Queensland Industrial Relations Commission to vary its obligations to pay severance pay in accordance with clause 6 of this Agreement.

(e) ***Exemption from Redundancy Agreement***

This Redundancy Agreement shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of casual employees, (excluding long term casuals), apprentices, temporaries or employees engaged for a specific period of time or for a specified task or tasks.

(f) ***Transmission of Business***

Employee's entitlements in the event of transmission of business are provided under Clause 30 of the Townsville City Council (Queensland Local Government Officers) Certified Agreement 2022.

3. EFFECTIVE RETRAINING

The Council agrees to provide, where practicable, effective skills development retraining to employees whose positions become redundant for reasons set out in subclause 1(a) hereof so as to facilitate the immediate or ultimate appointment to another position where the redeployee would otherwise have limited prospects of being re-established in worthwhile employment in the Council. In such a situation, retraining will be oriented towards existing or anticipated employment opportunities.

Retraining may be affected by the adoption of a number of strategies, which include but are not limited to:

- 1..... Informal on-the-job training;
- 2..... Formal job training;
- 3..... Attendance at short courses.

4. PROCESS FOR RETRENCHMENT

The Council will:

- (a) redeploy or appoint the employee to a suitable position, in the first instance, to a position no less than the wage/salary to which the employee was entitled to previously;
- (b) provide appropriate training in accordance with clause 3 of this Agreement to assist the employee to carry out the duties of a redeployed or appointed position;

- (c) if redeployment or appointment to a position is not practicable, make a written offer of the retrenchment package to the employee concerned.

5. SALARY MAINTENANCE

Where alternative employment is found for a redundant employee within Council and the wage/salary applicable is less than the wage/salary to which the employee was entitled previously, such employee shall continue to receive the same wage/salary until whichever of the following first happens:

- (a) the employee is no longer employed by the Council;
- (b) the employee is appointed to a position where the wage/salary is equal to or more than the wage/salary of the former position;
- (c) the end of one year after the employee's redeployment and/or appointment to the new position.

Provided that an employee who is redeployed in accordance with this clause may within two months of such redeployment reject the new position and request to be retrenched. Council shall then make a written offer of retrenchment package to the employee concerned.

6. SEVERANCE PAY

- (a) Payments to an employee, including a long term casual employee as defined under Chapter 2 Part 1 Section 15 of the Industrial Relations Act 2016, who is redundant and is involuntarily retrenched in accordance with this Agreement shall be in accordance with Schedule A of this Agreement.

An employee shall be entitled to a payment equal to his/her ordinary time rate of pay for each year of service with the Townsville City Council as detailed in Schedule A.

Provided that a long term casual employee shall be paid a payment for each year of service equal to his/her ordinary time rate of pay based on the average number of hours worked each week during the preceding three (3) financial years or lesser number as the case may be, prior to the date of retrenchment.

The hours so determined shall be paid at the ordinary casual hourly rate being paid to the long term casual employee at the date of retrenchment.

A proportionate amount shall be paid for an incomplete year of service.

The ordinary time rate of pay shall include the employee's base rate of pay plus district and/or locality allowance and any all-purpose payment allowance eg. Leading Hand, site/construction/maintenance allowance.

Provided that an employee shall not receive a severance payment amount more than the employee's ordinary time rate of pay for 60 weeks.

- (b) The Council shall approve any request for Redundancy on an employee by employee basis. Following approval, the employee will be entitled to the same payments detailed in Schedule A for redundancy in accordance with subclause 6(a) hereof.

An employee seeking Redundancy must accept the offer within two (2) weeks of the offer being made, otherwise it will lapse.

Provided that an employee shall not receive a severance payment more than the employee's ordinary time rate of pay for 38 weeks.

7. LEAVE ENTITLEMENTS

- (a) Payment will be made for all annual leave owing including pro rata annual leave and 17.5% annual leave loading on all such leave.
- (b) All long service leave accrued or prorata long service leave will be paid to employees who have been employed for at least twelve months by the Townsville City Council. This payment will be made on the basis of 1.3 weeks accrued for each year of service less any long service leave already taken.

8. DISPUTES SETTLEMENT

Any disagreements regarding the operation of the Redundancy Agreement will be dealt with in accordance with Clause 19, Dispute Avoidance and Resolution of Grievances, of the Agreement.

Schedule A	
Severance Payments	
Years	Severance Payment **
1	10
2	12
3	14
4	17.2
5	20.5
6	23.8
7	22
8	24
9	26
10	28
11	30
12	32
13	34
14	36
15	38 Max ***

** includes 4 weeks in lieu of notice

*** Maximum Severance Payment - 38 Weeks

APPENDIX C – SCHEDULE OF WAGES

Class	Description	Base Annual Salary from 15 June 2022	Base Annual Salary from 14 June 2023	Base Annual Salary from 12 June 2024
F1A<17	LGO 1A <17Yrs 55PC	30,925	31,748	32,570
F1A17	LGO 1A 17Yrs 60PC	30,925	31,748	32,570
F1A18	LGO 1A 18Yrs 70PC	36,080	37,039	37,999
F1A19	LGO 1A 19Yrs 80PC	41,234	42,331	43,427
F1A20	LGO 1A 20Yrs 90PC	46,388	47,622	48,855
F1A	LGO 1A	51,542	52,913	54,284
F1B	LGO 1B	52,651	54,051	55,451
F1C	LGO 1C	54,186	55,627	57,068
F1D	LGO 1D	55,835	57,320	58,805
F1E	LGO 1E	57,512	59,042	60,571
F1F	LGO 1F	59,168	60,742	62,315
F2A	LGO 2A	60,959	62,580	64,201
F2B	LGO 2B	62,765	64,435	66,104
F2C	LGO 2C	64,574	66,292	68,009
F2D	LGO 2D	66,379	68,144	69,909
F3A	LGO 3A	68,180	69,993	71,806
F3B	LGO 3B	69,987	71,848	73,709
F3C	LGO 3C	71,792	73,701	75,610
F3D	LGO 3D	73,600	75,558	77,515
F4A	LGO 4A	75,403	77,409	79,414
F4B	LGO 4B	77,211	79,265	81,318
F4C	LGO 4C	79,015	81,117	83,218
F4D	LGO 4D	80,824	82,974	85,123
F5A	LGO 5A	82,629	84,827	87,024
F5B	LGO 5B	84,430	86,675	88,920
F5C	LGO 5C	86,238	88,532	90,825
F6A	LGO 6A	89,245	91,619	93,992
F6B	LGO 6B	92,255	94,709	97,162
F6C	LGO 6C	95,265	97,800	100,333
F7A	LGO 7A	98,270	100,884	103,497
F7B	LGO 7B	101,283	103,977	106,670
F7C	LGO 7C	104,293	107,067	109,840
F8A	LGO 8A	107,305	110,775	113,644
F8B	LGO 8B	111,511	114,477	117,442
F8C	LGO 8C	115,121	118,183	121,244
F8D	LGO 8D	118,516	121,668	124,819
F8E	LGO 8E	121,900	125,142	128,384

APPENDIX D – ALLOWANCES

1. Reimbursement of Telephone Calls

Telephone charges will be reimbursed in accordance with Council telephone business use policy.

2. Palm Island Allowances

Any employee of Council who voluntarily agrees to a request from management to carry out work on Palm Island shall be entitled to:

o Overnight Stay

Free travel and accommodation costs plus a Palm Island Daily Allowance of \$71.77 to cover meals, groceries, and special environmental conditions plus an Incidental Allowance of \$17.19

o Daily Visits

An Incidental Daily Allowance of \$17.19 plus reimbursement daily for all meals.

3. Electrical Contractor Licence

Persons who hold an Electrical Mechanics Certificate issued by the Electrical Workers and Contractors Board, or its equivalent, shall be paid an additional all-purpose amount per week, for each week of their employment.

Description	Reference	Rate/Time Code Factor	Unit	Kronos Code
After hours phone call - Mon to Fri	TCC Stream A Clause 46.1	1.50	Min. 1/2 hour	AHPH
After hours phone call - Sat / Sun	TCC Stream A Clause 46.1	2.00	Min. 1/2 hour	AHPW
After hours phone call - Public Holiday	TCC Stream A Clause 46.1	2.50	Min. 1/2 hour	PHPH
Electrical Contractor Licence	TCC Stream A Appendix D	\$53.50	Per week	
First aid allowance	QLD Award Stream A, Div 2, Section S1, Clause 13.1	\$18.85	Per week	
Locality allowance - DEPENDANT	QLD Award Stream A, Div 2, Section 1, Schedule 2	\$21.70	Per week	
Locality allowance - NON-DEPENDANT	QLD Award Stream A, Div 2, Section 1, Schedule 2	\$10.85	Per week	
Meal allowance	QLD Award Stream A, Div 2, Section S1, Clause 13.3	\$13.45	Per Occasion	
Motor Cycle Allowance	QLD Award Stream A, Div 1, Clause 13.2	\$0.28	Per km	MCKM
Motor Vehicle Allowance	QLD Award Stream A, Div 1, Clause 13.2	\$0.82	Per km	MVKM
On-call Public Holiday	TCC Stream A Clause 45.10	1.00	Per hour	OCPH
Overtime - Lunch	QLD Award Stream A, Div 2, Section S1, Clause 16.1(b)	2.00	Per hour	
Palm Island Allowance Daily	TCC Stream A Appendix D	\$17.19	Per Day	APID
Palm Island Allowance Overnight	TCC Stream A Appendix D	\$71.77	Per Day	APIO
Response A	TCC Stream A Clause 45.2.1	\$231.59	Per Week	RA36/RA38
Response B	TCC Stream A Clause 45.2.2	\$138.95	Per Week	RB36/RB38
Travelling Time	QLD Award Stream A, Div 2, Section S1, Clause 31(b)	1.00	Per hour	TRVL
Work in the rain	QLD Award Stream A, Div 2, Section S1, Clause 13.6	1.00	Per hour	WKRN
Work under extraordinarily difficult or unpleasant conditions	QLD Award Stream A, Div 2, Section S1, Clause 13.7	1.00	Per hour	OBNX
Working through lunch	QLD Award Stream A, Div 2, Section S1, Clause 16.1(b)	1.00	Per hour	WLUN

SIGNATORIES FOR THE PARTIES TO THE AGREEMENT

Signed for and on behalf of the
Townsville City Council

PRINS RALSTON Signature

13 June 2022 Date

Prins Ralston
Chief Executive Officer

In the presence of

ANTHONY BLIGH Signature

ANTHONY BLIGH Print Name

13 June 2022 Date

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

NEIL HENDERSON Signature

15 June 2022 Date

Neil Henderson
State Secretary

In the presence of

CIANAN BEATON Signature

CIANAN BEATON Print Name

15 June 2022 Date

Signed for and on behalf of the

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

SEAN KELLY

Signature

15 June 2022

Date

Sean Kelly Director

In the presence of:

ANNALESE JACK

Signature

ANNALESE JACK

Print Name

15 June 2022

Date

Signed for and on behalf of the

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

ROHAN WEBB

Signature

17 June 2022

Date

Rohan Webb

State Secretary

In the presence of:

MINAMI ROSE

Signature

MINAMI ROSE

Print Name

17 June 2022

Date

Signed for and on behalf of:
The Electrical Trades Union

PETER ONG

Signature

21 June 2022

Date

Peter Ong

State Secretary

In the presence of

KATHRYN BIGNELL

Signature

KATHRYN BIGNELL

Print Name

21 June 2022

Date

Signed for and on behalf of:
Plumbers & Gasfitters Employees' Union Queensland

GARY O'HALLORAN Signature

20 June 2022 Date

Gary O'Halloran

State Secretary

In the presence of

SHARI CHARRINGTON Signature

SHARI CHARRINGTON Print Name

20 June 2022 Date