

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Livingstone Shire Council

AND

Queensland Services, Industrial Union of Employees

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

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

The Electrical Trades Union of Employees Queensland

(Matter No. CB/2022/16)

LIVINGSTONE SHIRE COUNCIL OFFICERS CERTIFIED AGREEMENT 2021

Certificate of Approval

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

Name of Agreement: **LIVINGSTONE SHIRE COUNCIL OFFICERS CERTIFIED AGREEMENT 2021**

Parties to the Agreement:

- Livingstone Shire Council
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland

Operative Date: 25 March 2022

Nominal Expiry Date: 30 September 2025

Previous Agreement: **Livingstone Shire Council Officers Certified Agreement 2019**

Termination Date of Previous Agreement: 25 March 2022

By the Commission

J.M. POWER
Industrial Commissioner
25 March 2022



Livingstone Shire Council – Officers

Certified Agreement 2021



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PART ONE: ADMINISTRATIVE ARRANGEMENTS

1.1 Title

- 1.1.1 This Agreement shall be known as the Livingstone Shire Council Officers Certified Agreement 2021.
- 1.1.2 This Agreement supersedes and replaces the Livingstone Shire Council Officers Certified Agreement 2019.

1.2 Parties Bound

- 1.2.1 The parties bound by this Agreement are:

- Livingstone Shire Council.

And, Employees who are members of the following Unions or are eligible to become so and for whom a classification contained in this Agreement applies:

- **APESMA** – The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; and
- **QSU** – Queensland Services, Industrial Union of Employees;

1.3 Application

- 1.3.1 The Agreement shall apply to Council, all Council Employees covered by the *Queensland Local Government Industry (Stream A) Award – State 2017*, and the Unions named in clause 1.2 of this Agreement.
- 1.3.2 This Agreement applies to Employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement shall not apply to any Employee appointed to the position of a Senior Officer pursuant to a written contract of employment as per clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017 (Stream A Award)*. At the time it is agreed and/or renewed, such contract's terms and conditions will not result, on balance, in a reduction in the overall terms and conditions of the Senior Officer under this Agreement.

1.4 Facilitative Provision for Employees

- 1.4.1 An Employee appointed to a position at level 7.1 or higher of this Agreement or equivalent, may request to enter into a contract of employment (contract) that shall be subject to the terms and conditions of this Agreement, except to the extent that particular terms and conditions are provided in such contract, in which case the latter terms and conditions shall prevail.
- 1.4.2 For the purpose of this clause the following definitions shall apply;
- a) A Continuous Performance Contract means a contract of employment that it is not a limited duration contract and is based on continued satisfactory performance similar to Employees employed under relevant Awards and Certified Agreements.
 - b) A Limited Term Contract means a contract of employment that is usually of a term not less than 12 months or more than four (4) years. Such contracts are also subject to satisfactory performance.
- 1.4.3 Such contracts shall only be binding if it provides for employment conditions, which, on the whole, are more beneficial to the Employee than this Agreement. In determining if the contract is more beneficial it is a global assessment and not a clause by clause assessment.
- 1.4.4 Notwithstanding sub-clause 1.3.2 where an Employee is at level 7.1 or higher of this Agreement or equivalent they may request to have either a Continuous Performance Contract or a Limited Term Contract.

- 1.4.5 Where an Employee enters into a contract under this provision, the Employee accepts all of the terms of that contract. The ongoing employment of an Employee on contract is subject to the terms of the contract.
- 1.4.6 The terms of a contract under this provision shall be recorded in writing and signed by an authorised representative of the Council and the Employee. The contract can only be varied by mutual consent. Such variations must be recorded in writing and signed by an authorised representative of the Council and the Employee.
- 1.4.7 For positions at level 7.1 or higher, the Council may at their discretion, through the recruitment process, offer a contract to recruit for vacant positions.

1.5 *Date and Period of Operation*

- 1.5.1 This Agreement shall be effective from the 30 September 2021 until the nominal expiry date of 30 September 2025 or until it is varied or terminated in accordance with the relevant legislation in place at the time.
- 1.5.2 The Parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective agreement at least six (6) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement.

1.6 *Single Bargaining Unit*

For the purposes of negotiating and implementing the next Enterprise Agreement, the parties to this Agreement will establish a Single Bargaining Unit, in accordance with the Wage Fixing Principles of the QIRC.

1.7 *Relationship to Parent Awards*

- 1.7.1 This Agreement shall be read and applied in conjunction with the terms of the Parent Awards listed below, as varied from time to time, provided that where there is any inconsistency between this Agreement and the Awards listed below; this Agreement shall prevail to the extent of the inconsistency:
- *Queensland Local Government Industry (Stream A) Award – State 2017;*
 - *Training Wage Award – State 2012.*

1.8 *Objectives of this Agreement*

- 1.8.1 Provide a framework for working conditions and remuneration for Employees of the Council for the period of the Agreement.
- 1.8.2 Provide a consultative environment for the Council, Council's Leadership Team, Employees and their Unions to develop and engage in continuous improvement, efficient work practices and improved service delivery.

1.9 *Definitions*

- 1.9.1 Continuous Shift Work - shall mean a series of shifts where an Employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week.
- 1.9.2 Day, for the purpose of On-Call Allowance -shall mean that period from an Employee's finishing time on one ordinary working day to the starting time of the next ordinary working day.
- 1.9.3 Immediate Family - shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the Employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, step grandchild or sibling of the Employee or spouse of the Employee.

- 1.9.4 Nominated Representative - shall mean a person nominated by an Employee whether they are a Union representative, delegate or support person.
- 1.9.5 Registered Health Professional - shall mean a medical practitioner registered with the Australian Health Practitioner Regulation Agency (AHPRA) or similar registration authority.
- 1.9.6 Senior Officer – the term Senior Officer covers the following positions:
- 1.9.6.1 Chief executive officer - a Chief Executive Officer is a person appointed to the position as defined under the *Local Government Act 2009* (Qld).
- 1.9.6.2 Senior executive Employee - is an Employee of the local government entity concerned:
- (i) who reports directly to the chief executive officer; and
 - (ii) whose position ordinarily would be considered to be a senior position in the local government's corporate structure.
- 1.9.7 Department head - is an officer appointed as such by the local government entity concerned who:
- (i) is the principal decision maker or manager of a department or operationally distinct unit or part of the local government comprising a major function or program; and
 - (ii) holds a managerial, leadership or regulatory compliance position responsible for an operationally distinct unit or part of the local government, who may act independently subject only to the local government's policy or the overriding administrative review of the Chief Executive Officer and is held finally accountable for the performance of the unit or part of the local government.

PART TWO: EMPLOYMENT SECURITY & WELLBEING

2.1 *Employment Security*

2.1.1 The Council shall maintain a permanent workforce during the term of this Agreement, and the Council is committed to job security for its permanent Employees.

2.1.2 Volunteers or other unpaid persons cannot be used to replace permanent positions.

2.2 *Contracting Out*

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

- a) In the event of shortages of skilled Employees and/or resources; or
- b) The lack of available infrastructure capital and the cost of providing technology; or
- c) Extraordinary or unforeseen circumstances; or
- d) It is in the public benefit that such services should be contracted out.

2.2.2 During the life of this Agreement Council will make all reasonable efforts to fully utilise Employees and Council resources before the use of contractors and, where possible, minimise the contracting out or leasing of any works and services currently provided by Council.

2.2.3 Where Council seeks to contract out or lease any of Council functions and is required to go to the State Government for approval, the relevant Union/s shall be consulted in accordance with clause 3.2 as early as possible. Discussions shall take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangements for the provision of services by an external provider.

2.2.4 The Parties agree to work together to develop a procedure to identify Employees' skills and experience which may be utilised throughout Council for the purpose of out of hours' work.

2.2.5 Labour hire and their employees will be required to comply with the following:

- a) Council's Code of Conduct;
- b) Safe working practices and associated PPE equivalent to that used by employees;
- c) All relevant licensing, training, and registration requirements applicable to the functions(s) being performed; and
- d) All relevant safety, workers' compensation, superannuation, and workplace relations legislation and applicable statutory instruments.

2.2.6 Where there is a need to engage labour hire, Council shall ensure that the contractual arrangements are such that the rates of pay and allowances of the individual engaged through labour hire shall be no less favourable than those that apply to the equivalent Council employees engaged under this Certified Agreement or relevant Awards.

2.2.7 Where it has been identified that there is a need to engage labour hire, Council shall:

- a) For a period of engagement not exceeding three months, the applicable Union(s) shall be notified by email; and
- b) For a period of engagement (including extensions) exceeding three months, consult with the applicable Union(s). Such consultation shall entail notification via email, with details of why the engagement is necessary and what action Council is pursuing to minimise the length of engagement. The applicable Union(s) shall provide any response within three (3) business days of the date of Council's email.

2.3 *Health and Wellbeing in the Workplace*

Council is committed to supporting the mental and physical health and wellbeing of all Employees. Council will make available to its Employees a range of programs to assist and support a mentally and physically healthy lifestyle.

2.4 Fixed Term Conversion

2.4.1 A fixed term or temporary Employee, who has been engaged for a continuous period of two (2) years or more in the same position, shall have the right to request to have their employment converted to permanent, if it could be reasonably expected that their employment in that position is to continue. In making a decision whether to convert the Employee to permanent, Council will take into account the following:

- (a) current and future business operational needs;
- (b) likelihood of ongoing funding or budget for the position; and
- (c) legislative requirements pertinent to the particular work area.

2.4.2 Conversion under clause 2.4 shall not be approved in the following instances:

- (a) if the initial fixed term appointment was not made via a merit-based recruitment process; or
- (b) if the appointment is for a specific project or task; or
- (c) where the position is owned by another Employee of Council, for example the fixed term arrangement is to relieve an Employee who is accessing leave or other entitlements.

2.4.3 Notwithstanding 2.4.2(a), if the Employee has successfully undertaken a merit based recruitment process within the organisation clause 2.4.1 shall apply.

2.4.4 If an application for fixed term conversion is not approved, Council will outline the business reasons for this decision in writing.

2.4.5 Unless otherwise agreed, fixed term conversion to permanent will be determined on the basis of the average weekly hours worked over the period of employment, taking into consideration Council's business needs and workforce composition.

2.5 Developing a Learning Culture

To assist Council to most effectively meet current and future needs, the Parties are committed to ongoing learning at both an organisational and individual level and Council shall facilitate an environment that encourages Employees to:

- (a) learn and apply new skills and knowledge;
- (b) adapt to new ways of working;
- (c) participate in initiatives that enhance productivity; and
- (d) continuing the established custom and practice of mentoring Employees in the day to day development of on the job skills and learning.

2.6 Transition to Retirement Arrangements

2.6.1 Transition to retirement arrangements may be available to those Employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other Employees prior to retirement, for the mutual benefit of Council and Employee.

2.6.2 Any such arrangements between Council and the Employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):

- (a) weeks to be worked over the period;
- (b) minimum ordinary hours per week;

- (c) days on which the work is to be performed including the daily starting and finishing times; and/or
- (d) duty statement for the period.

2.6.3 These arrangements may be varied by mutual agreement between Council and the Employee and any agreed amendments are to be documented.

2.6.4 All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement shall be maintained without reduction, except where the Employee utilised approved leave. On commencement of the arrangement, all leave shall accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable parent Award.

2.6.5 In order to assist eligible employees to transition to retirement, Council shall reimburse financial planning costs with a one-off payment up to \$500.00 for employees aged fifty-five (55) years and over. A reimbursement shall be provided to the Employee upon presentation of the paid account/receipt from a Registered Financial Adviser.

PART THREE: JCC AND DISPUTE RESOLUTION PROCESS

3.1 *Joint Consultative Committee*

- 3.1.1 In order to facilitate ongoing harmonious industrial relations the parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of Employees, Union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.
- 3.1.2 The group shall meet on an “as needed” basis but not less than four (4) times per year to consider all industrial relations matters including, but not limited to:
- a) workplace issues that have the potential to impact on Employees, including work units, divisions or the entire organisation, e.g. workloads; and
 - b) monitor and review implementation of this Agreement; and
 - c) undertake specific responsibilities and activities in accordance with this Agreement;
 - d) Council will report on the status of business cases which have been submitted, for which the primary purpose is to increase the number of full-time equivalent positions to accommodate increased workload; and
 - e) any other matter raised by the Union/s or management which impacts on the workforce.
- 3.1.3 Where Council is considering reviewing any over Award payments which may adversely impact an Employee, Council shall consult with the affected Employee and, where requested, representatives of the relevant Union and present for consideration all relevant information prior to any adjustments occurring.
- 3.1.4 Change consultation sections/clauses of QIRC’s Termination, Change and Redundancy Policy shall apply.

3.2 *Consultation – Introduction of Change*

- 3.2.1 Where a proposal is endorsed to introduce 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, where relevant, their Union/s/s. This will occur prior to Council making a decision.
- 3.2.2 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities 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.
- 3.2.3 Where the Agreement makes provision for alteration of any of the matters referred to in clauses 3.2.1 or 3.2.2 an alteration shall be deemed not to have significant effect.

Council's duty to consult over change

- 3.2.4 Council shall consult the Employees affected and, where relevant, their Union/s about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- 3.2.5 The consultation must occur as soon as practicable after a proposal is endorsed as referred to in clause 3.2.1.

- 3.2.6 For the purpose of such consultation Council shall provide in writing to the Employees concerned and, where relevant, their Union/s/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees.
- 3.2.7 Notwithstanding the provision of clause 3.2.6, Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.
- 3.2.8 Council will give consideration to any relevant matters raised by the Employees and/or the relevant Union/s in relation to the change.

3.3 Monitoring of Agreement

- 3.3.1 To ensure consistent application, Council commits to providing education and/or awareness training to all Employees regarding the intent and application of this Agreement within three (3) months of the date of certification.

Note: Any concerns regarding the application of this Agreement shall be identified as soon as practicable by providing evidence or perceived evidence of the inconsistency to the Executive Director/Chief Officer, People and Culture or their nominee to enable clarification or referral to the JCC.

3.4 Facilities

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

- Meetings, associated work and reporting should occur in normal working time.
- Reasonable access to normal Council facilities such as word processing, photocopying, postal system, internal mail, telephone, storage facilities and meeting rooms.
- Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement.

3.5 Dispute Resolution Procedure

- 3.5.1 The matters to be dealt with in this procedure shall include all disputes between an Employee and Council in respect to any industrial matter and all other matters that the Parties agree on and are specified within this Agreement. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either party by way of industrial action or loss of income.
- 3.5.2 To this end, the Parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed. Such procedures shall apply to a single Employee or to any number of Employees. Employees shall be entitled to be represented by a person or an organisation of their choice throughout the following process.
- 3.5.3 In the event of an Employee having a dispute, the Employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable in the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure. (Step 1)
- 3.5.4 If the dispute is not resolved under clause 3.5.3, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. (Step 2)
- 3.5.5 If the dispute is still unresolved after discussions mentioned in clause 3.5.4 the matter shall be reported to senior management/Chief Executive Officer. (Step 3)

3.5.6 The procedure stipulated under Clause 3.5 shall be followed in accordance with the following timeframes unless the parties agree otherwise:

Step 1 - Discussions should take place between the Employee and such Employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Step 2 – Discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative. Not to exceed 7 days.

Step 3 – Not to exceed 14 days.

3.5.7 Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the Parties may jointly or individually refer the matter to the QIRC for conciliation or arbitration.

3.5.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety risk. Where a genuine safety risk is identified, the Employee shall not refuse a direction to work at another location.

3.5.9 The status quo existing before the emergence of the dispute is to continue whilst the above procedure is being followed.

3.5.10 A determination made by the QIRC (subject to the parties' right of appeal under the Act) shall be final and binding on all parties to the dispute.

3.5.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.5.12 There shall be a commitment by the parties to adhere strictly to this procedure. The parties shall give the earliest possible advice by one party to the other of any issue or problem, which may give rise to a dispute. Throughout all steps of the procedure, all relevant facts shall be clearly identified and recorded.

PART FOUR: EMPLOYEE BENEFITS

4.1 Employee Assistance Program

- 4.1.1 In the interest of maintaining the wellbeing of Employees and their families, Council shall provide access to and pay for a maximum of three (3) counselling and pastoral services per referral for all Employees and the immediate members of their household. This service can be accessed directly by Employees or through referral by their manager. Additional counselling and pastoral services may be approved by the Council.

4.2 Wage/Salary Increase

- 4.2.1 Remuneration rates for Employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 2 to this Agreement. The Appendix also provides information of wage increases over the life of this Agreement.
- 4.2.2 Council agrees to pay Employees covered by this Agreement, wage increases in accordance with the following schedule:
- a) 2.5% effective from the date of certification of this Agreement to be backdated to 5 November 2021;
 - b) 2.5% effective from 5 November 2022;
 - c) 2.5% or CPI whichever is the greater, effective from 5 November 2023;
 - d) 2.5% or CPI whichever is the greater, effective from 5 November 2024.

For the purpose of clause 4.2.2 c) and d), CPI is defined as the year-average of the annual percentage change for 12 months at the conclusion of the September quarter of 2023 and 2024 respectively. For example:

Year 3 – Annual percentage change for quarters ending December 2023 + March 2024 + June 2024 + September 2024) Divided by 4.

The year average CPI is based on the percentage Change from Corresponding Quarter of Previous Year; All groups CPI; Australia

Example:

December 2023	= 0.9
March 2024	= 1.1
June 2024	= 3.8
September 2024	= 3.0
Total	= 8.8
Divided by 4	= 2.2

In this example, the calculated year average CPI rate would be 2.2%.

- 4.2.3 Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in clause 1.7 or any other Award covering Employees covered by this Agreement shall not apply.

4.3 Salary Sacrifice

- 4.3.1 Council shall endeavour to provide Employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities shall be subject to legal limitations imposed by Federal and State legislation.
- 4.3.2 Council reserves the right to withdraw the facility if changes in the relevant laws mean that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. Any fringe benefit tax attracted by the salary sacrifice must be paid by the Employee and shall not result in an increase to the total remuneration package.
- 4.3.3 Other than facilitating the salary sacrifice arrangements, Council shall not be responsible for any other aspects of salary sacrifice which would include, but not be limited to, any loss

sustained by the Employee. Accordingly, while not a necessity, Council strongly recommends Employees take financial advice prior to entering into any such arrangements from a qualified financial advisor.

- 4.3.4 Each request shall be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the Employee is required to continue with the agreement for the remainder of the fiscal year or apply for a review of the agreement on the grounds of personal hardship.

4.4 Study Assistance

- 4.4.1 Council encourages Employees to undertake further education and development which enhances their personal and career prospects and is directly relevant to their role or potential career path with Council.
- 4.4.2 To be eligible for study assistance, the Employee must be a permanent Employee with 12 months satisfactory service with Council, with part-time Employees being reimbursed on a pro-rata basis subject to following clauses.
- 4.4.3 All reimbursements shall require evidence being provided to Council of successful subject completion.
- 4.4.4 Study Assistance shall be provided in accordance with the following categories:
- a) **Category 1** - A course undertaken as a condition of employment. For example, a Cadetship would fall under this category. Council shall reimburse all compulsory charges in relation to the course.
 - b) **Category 2** – A course, which is directly relevant to the Employee's area of work, and the skills or qualification determined by Council is deemed appropriate in that area of work:
 - i) for employees undertaking vocational studies, reimbursement of course fees shall be up to a maximum of eighty (80) per cent;
 - ii) for employees undertaking under-graduate studies, reimbursement of course fees shall be up to a maximum of \$950 per unit; and
 - iii) for employees undertaking post-graduate studies, reimbursement shall be up to eighty (80) per cent of course fees, to a maximum of \$1,200 per unit.
 - c) **Category 3** - A course demonstrated to the satisfaction of Council to be directly relevant to Council. Reimbursement of course fees shall be a combined maximum amount of \$500 per unit.

4.5 Payment of Unused Sick/Carer's Leave on Cessation of Employment

- 4.5.1 Eligible Employees covered by this Agreement may be entitled to a payment of unused sick/carers' leave upon their cessation of employment due to retirement, resignation, medical reasons, or redundancy, provided that at the time the Employee ceases employment with the Council the Employee has ten (10) years of continuous service with Livingstone Shire Council, subject to the following conditions:
- a) Years of continuous service with Livingstone Shire Council shall include service for employees who transitioned from Rockhampton Regional Council at de-amalgamation on 1 January 2014;
 - b) Sick/carers' leave accrued at Council's other than Livingstone Shire Council or Rockhampton Regional Council as provide at (a), will not be included for the purpose of payment of unused sick/carers' leave; and
 - c) Payment of unused sick/carers' leave entitlements will not be available to employees whose employment is terminated by Council as a result of inappropriate/misconduct, or abandonment of employment.

- 4.5.2 As an alternative to payment of unused sick/carer's leave on cessation of employment, an employee may elect in writing to transfer their full accrued entitlement to another entity in accordance with applicable legislative requirements.
- 4.5.3 Any payment for unused sick/carer's leave made in accordance with this clause, shall be calculated using the following formula:
- a) Employee's sick/carer's leave balance in hours as at the separation date of employment / applicable weekly ordinary hours of work x \$250.00, up to a maximum payment of \$6,500.
- 4.5.4 Payment is subject to normal taxation requirements.
- 4.5.5 Where an employee accepts a payout of sick/carer's leave, the employee understands and agrees that their sick/carer's leave balance is zero on termination of employment with Livingstone Shire Council.
- 4.5.6 The parties agree that the provision of 'Payment of Unused Personal Leave on Cessation of Employment' is only applicable until the nominal expiry date of 30 September 2025 of the Livingstone Shire Council Operational Certified Agreement – 2021 and Livingstone Shire Council Officers Certified Agreement – 2021, at which point the entitlement will no longer be applicable.

PART FIVE - HOURS OF WORK

5.1 *Hours of Work*

- 5.1.1 Full-time Employees shall be required to work an average of 36.25 ordinary hours per week as well as a reasonable amount of overtime as may be required from time to time.
- 5.1.2 Where it is mutually agreed between an Employee or group of Employees and their supervisor, the Employee/s may delay their meal break up to a maximum of two (2) hours, without penalty. The normal meal break shall be taken on the completion of the task at hand.
- 5.1.3 An Employee's ordinary hours shall be worked, Monday to Friday, between the hours of 5:00 am and 9:00 pm.
- 5.1.4 Where the Employee is required to finish work after 6:00pm as part of their ordinary hours, the Employee shall receive a loading of 15% in addition to their ordinary rate of pay for that day.
- 5.1.5 All ordinary hours shall be worked continuously and shall not consist of any split shifts. Split shifts may only be considered where requested by the Employee and agreed to by Council.
- 5.1.6 Where a temporary alteration to the normal start and finish times of an individual Employee or section of Employees is proposed for more than one (1) month in duration, consultation will commence with the Employee/s as early as possible and not less than a two (2) week period, prior to the proposed change of hours.
- 5.1.7 Where a temporary alteration that is for more than six (6) months in duration or a permanent alteration to normal start and finish times of an individual Employee or section of Employees is proposed, consultation will commence with the Employee/s and their nominated representatives as early as possible and not less than a two (2) week period, prior to the proposed change of hours.
- 5.1.8 Any alteration to the starting and finishing times as either temporary, that is for more than one (1) month in duration, or a permanent change, such change shall be recorded in writing. For temporary changes of a duration longer than one (1) month, a return date to their normal start and finish times will be documented.
- 5.1.9 Notwithstanding clause 5.1.6 and 5.1.7, provided that where there is agreement between Council and the Employee/s affected by the change of starting and finishing times may be altered without the minimum two (2) weeks' notice.
- 5.1.10 Where an agreement cannot be reached, Council reserves the right to manage its business by implementing changes to start and finish times. Before implementation of any change to start and finish times Council shall take into account any personal / hardship issues raised by the Employee, or their nominated representative when a temporary alteration that is for more than six (6) months in duration or a permanent alteration is proposed by Council.

5.2 *Employees Supervising Other Award Employees*

- 5.2.1 All Employees covered by this Agreement who directly supervise Employees who work an ordinary 38 hour week, who are required to work the same hours, shall be paid for 38 hours per week worked at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of 36.25 hours shall be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.

5.3 *Rostered Days Off*

- 5.3.1 The Parties to this Agreement recognise the importance of providing ongoing services to rate payers. To this end it is agreed that Employees shall work an amount of additional hours per

day that shall be accrued to allow the Employees to have one (1) Rostered Day Off (RDO) in each fortnight.

- 5.3.2 On receipt of two (2) days' notice and on an agreed basis where possible, an Employee may be required to work on an RDO. Consideration shall be made by Council of any prior commitments by the Employee for their RDO. Such an RDO shall be classed as a banked RDO, at ordinary hours, to be taken at a mutually agreeable day between the Employee and their supervisor, or paid at the appropriate penalty rate.
- 5.3.3 If a statutory holiday falls on the day on which the Employee is rostered off, such Employee shall take the RDO on the next business day or at a mutually convenient time if agreed to between the Employee and their supervisor.
- 5.3.4 It shall be clearly understood and agreed that rostering of Employees to accommodate the nine (9) day fortnight shall be prepared in such a manner as to maintain existing service levels and efficiency. This may result in a relatively strict roster, which will not always accommodate individual Employees' preferences as to which days are rostered for them, however, Council shall not unreasonably deny an Employee's preference.
- 5.3.5 Any Employee who falls sick on an RDO shall not receive any further day in lieu thereof.
- 5.3.6 An Employee may bank up to a maximum of ten (10) days, whether initiated by Council or the Employee.
- 5.3.7 Banked RDOs shall be taken at a time mutually agreed between the Employee and the Supervisor. The banked RDOs shall be taken within six (6) months of the date on which the first RDO was accrued.
- 5.3.8 If the banked RDOs are not taken within six (6) months, Employee initiated RDOs shall be paid out at single time and Council initiated RDOs shall be paid out at the appropriate penalty rates.

PART SIX: LEAVE ENTITLEMENTS

Leave entitlements under Part Six of this Agreement are provided for in the Queensland Employment Standards (QES) in Part 3 Divisions 5, 6, 7, 8, 9 and 11 of the Industrial Relations Act 2016. Clauses 6.1 – 6.10 of this Agreement supplement the QES and the relevant conditions stipulated by Stream A Award.

6.1 Sick/Carer's Leave

- 6.1.1 Sick/carer's Leave is conditional upon an Employee being ill or injured, or being required to care or provide support to a member of the Employee's immediate family or household, or in accordance with clause 6.1.10, for preventative health and medical appointments. It is an insurance to protect the Employee and their family against hardship should the Employee be unable to continue their work and should only be utilised when an Employee is ill or injured or is required to provide care or support.
- 6.1.2 Where an Employee is unable to attend work due to illness, injury or the need to provide care for an ill family member or household they are required to contact their Supervisor directly by telephone and inform them of their absence as soon as practicable but no later than half an hour after the Employee's scheduled starting time.
- 6.1.3 Text messages or emails or notification to a third party, such as another Employee are not acceptable. In contacting their Supervisor, the Employee must advise Council of the period, or expected period of the sick leave.
- 6.1.4 Full-time Employees shall accrue sick/carer's Leave at the rate of one (1) day per month in the first twelve (12) months of employment, thereafter the rate of fifteen (15) days per year for each year of continuous service with Council, credited at the start of the second and each subsequent year of service on their anniversary date. Part-time and fixed-term Employees shall accrue sick/carer's leave on a pro-rata basis in relation to the ordinary hours worked. Employees may take up to their total accrued sick leave as carer's leave, in accordance with clause 6.1.1.
- 6.1.5 Council shall recognise prior continuous service and provide portability of sick leave in accordance with clause 20 of Division 2 - Section 1 of Stream A Award. Upon commencement of employment with Council, the accrual of sick leave shall be in accordance with clause 6.1.4.
- 6.1.6 Unused sick/carer's leave is cumulative from year to year, however, it shall not be paid out on termination, unless the employee meets the eligibility criteria stated in clause 4.5.
- 6.1.7 Due to the nature of the employment contract casual Employees shall not accrue any paid sick/carer's leave.
- 6.1.8 To be entitled to be paid sick/carer's leave, an Employee must provide Council with notice as required under clause 6.1.2. Documentary evidence (such as a medical certificate or other document suitable such as a statutory declaration, detailing the nature of the absence (i.e. sick/carer's leave or preventative leave) is required for all sick/carer's Leave claimed:
 - a) in excess of two (2) days; or
 - b) when taken immediately preceding or following a public holiday and/or rostered day off.
- 6.1.9 Where a statutory declaration is provided in support of a claim for paid sick/carer's leave, such statutory declaration, shall be limited to periods of sick/carer's leave of up to four (4) days. sick/carer's leave extending beyond four (4) days shall require a medical certificate from a Registered Health Practitioner (as defined in clause 1.9.5 of this Agreement).

- 6.1.10 Employees shall be entitled to access sick leave of up to two (2) full time working days of sick leave per annum, (pro-rata for part-time Employees) to attend preventative health or routine medical appointments with a Registered Health Practitioner, as defined by the Australian Health Practitioner Regulation Agency. Employees shall be required to seek approval from their supervisor a minimum of one (1) working day prior to the sick leave being taken for appointments, or earlier if practicable. Where an Employee is subject to absenteeism management, they may be required to provide a medical certificate for each instance of sick leave taken for preventive health.
- 6.1.11 Sick/carer's leave may be taken in a minimum of thirty (30) minute blocks then fifteen (15) minute blocks thereafter.
- 6.1.12 An Employee who becomes ill whilst on annual leave and/or long service leave shall be paid sick leave and a corresponding amount of time added to the Employee's annual leave or long service leave entitlement, provided that:
- (a) a Registered Health Practitioner certifies that the Employee would be unfit to perform normal duties for a period of not less than five (5) working days; and
 - (b) the Employee notifies Council as soon as practicable.
- 6.1.13 An Employee in receipt of worker's compensation may opt to use sick leave accruals to make up the difference between payments received from Local Government WorkCare and the Employee's average weekly earnings which shall be calculated by:
- (a) Taking the Employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government WorkCare and this calculated rate shall be the gross amount to be paid by Council to the injured Employee.
 - (b) The amount debited against the Employee's sick leave accrual shall be calculated by dividing the additional payment by the Employee's ordinary hourly rate.

6.2 Absenteeism Management

- 6.2.1 Sick/carer's leave should only be claimed when the physical consequences of injury or illness or the requirement to care for an immediate family member or household member prevent an Employee from attending work.
- 6.2.2 The Parties to this Agreement recognise that absenteeism and/or misuse of sick/carer's leave is a controllable overhead and misuse of this benefit is detrimental to the operations of Council in respect to services to rate payers. In recognising this, the Parties have agreed on the following procedure to manage sick/carer's leave misuse and absenteeism:
- 6.2.2.1 Sick/carer's leave is unlike annual or long service leave in that it is conditional upon an Employee being ill or injured to the point of being unfit for duty, or a possible risk to others or they are required to care for an immediate family member or household member.
- 6.2.2.2 It is an insurance to protect Employees and their families against financial hardship should the Employee be unable to continue in his normal occupation.
- 6.2.2.3 This procedure is designed to curtail sick/carer's leave misuse and absenteeism by Employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.
- 6.2.2.4 Council shall, from time to time, review Employee sick leave records with a view to establishing a list of Employees who have a record of attendance which gives cause for reasonable concern.

6.2.2.5 Any Employee with a record of attendance which gives cause for reasonable concern shall be interviewed by Council. The Employee shall be notified, at the time of setting the interview time and date, that they are entitled to have an advocate or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason for the Employee's absences, then a letter of warning is to be sent to the Employee and appropriate actions for improvement documented.

6.2.2.6 If no improvement is observed in the next period, the Employee will again be interviewed and if the interview results in unsatisfactory reasons being given, then a second letter of warning is to be sent to the Employee, also indicating proof of illness or a certificate may be required for any subsequent absence. This letter of warning shall also inform the Employee that unless their attendance record improves further disciplinary action, up to and including termination of employment may follow.

6.2.2.7 If the above action still results in unsatisfactory attendance, the Employee shall need to provide Council with reasons why their employment should not be terminated.

6.2.3 The above procedure does not withdraw Council's right to take action against fraudulent behaviour which may justify summary dismissal. Filling out a false sick leave or carer's leave application and claiming sick or carer's leave payment, when that Employee's application is not genuine, may be considered to be fraudulent.

6.3 Unpaid Leave

6.3.1 Employees shall be entitled to apply for a period of unpaid leave of absence from work. Unpaid absence from work shall fall into three (3) streams as detailed below:

- (a) Stream 1 – shall mean any unpaid leave for less than six (6) months;
- (b) Stream 2 – shall mean any unpaid leave from between six (6) and 12 months;
- (c) Stream 3 – shall mean any unpaid leave in excess of 12 months.

6.3.2 Any requests for unpaid leave under Stream 1 shall require the Employee to provide their Manager with a written request for unpaid leave with a minimum of four (4) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.3 Any requests for unpaid leave under Stream 2 shall require the Employee to provide their Executive Director/Chief Officer with a written request for unpaid leave with a minimum of six (6) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.4 Any requests for unpaid leave under Stream 3 shall require the Employee to provide the Chief Executive Officer with a written request for unpaid leave with a minimum of eight (8) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.5 Periods of unpaid leave shall not break the Employee's continuity of service, however, the period of unpaid leave shall not count towards the accrual of any entitlements that would usually apply statutorily to the Employee.

6.4 Annual Leave

6.4.1 Accrual

6.4.1.1 Full-time Employees who work 36.25 ordinary hours per week shall be entitled to 145 hours of paid annual leave at the completion of each year of service. Annual leave is accrued proportionately on a fortnightly basis.

6.4.1.2 Part-time and fixed-term Employees shall accrue annual leave on a pro-rata basis according to the Employee's ordinary hours of work. Due to the nature of the employment contract casual Employees shall not accrue any annual leave.

6.4.1.3 Continuous Shift Workers, as defined in clause 1.9.1 of this Agreement, who work 36.25 ordinary hours of work per week shall be entitled to an additional 36.25 hours of paid annual leave at the completion of each year of service. Annual leave is accrued proportionately on a fortnightly basis. Provided that where an Employee does not work the full year on continuous shift work, they shall be entitled to a pro-rata benefit for the time worked on continuous shift work.

6.4.2 Access to Annual Leave

Annual leave may be taken in minimum blocks of one (1) hour. Annual leave shall be exclusive of any statutory holiday that occurs during the period. An Employee may elect, with the consent of Council, to take annual leave in single day periods not exceeding five (5) occurrences in any calendar year or as otherwise agreed.

6.4.3 Access to Annual Leave at half pay

6.4.3.1 Annual leave may be taken at half pay, effectively doubling the period for which leave can be taken.

6.4.3.2 The minimum period of annual leave taken at half pay is ten (10) days (i.e. five (5) days at full pay taken over ten (10) days) and the maximum period of annual leave taken at half pay is eight (8) weeks (i.e. up to a total of four (4) weeks at full pay taken over eight (8) weeks). This applies to any twelve (12) month period.

6.4.3.3 Notwithstanding clause 6.4.3.2, parental leave can be combined with an unlimited period of annual leave at half pay to a maximum combined period of 52 weeks.

6.4.3.4 Applications for half pay annual leave will not be unreasonably denied, taking into consideration the following:

- (a) Whether the taking of half pay annual leave meets the area's business and operational requirements;
- (b) The Employee's current leave balance to ensure accrued leave remains below Council's maximum leave accrual rate; and
- (c) The ability to provide coverage for the leave period, including the cost associated with arranging coverage.

6.4.4 Notice of Taking of Annual leave

6.4.4.1 Employees shall be required to provide Council with the following written notice periods of their intention to take annual leave, unless otherwise agreed:

- (a) For annual leave of between a minimum of one (1) hour and a maximum of three (3) hours, a minimum twenty-four (24) hour notice period shall be required;
- (b) For leave periods greater than three (3) hours, two (2) weeks' written notice shall be required, unless otherwise agreed.

6.4.4.2 Council shall attempt to comply with an Employee's request for annual leave and where mutual agreement cannot be gained or operational requirements dictate, Council may refuse to grant the request for annual leave.

6.4.5 Payment

6.4.5.1 All monies owing to an Employee for annual leave purposes shall be paid to the Employee incrementally on their usual pay day, unless other arrangements are

mutually agreed between the Employee and Council. Payment for annual leave shall attract an additional payment of a leave loading of 17.5% on the Employee's ordinary hourly rate of pay.

- 6.4.5.2 Should an Employee's employment be terminated under the terms of this Agreement prior to the Employee working a full year, the Employee shall be paid any annual leave they have accrued in line with this Agreement.

6.4.5 Annual Leave Reduction Scheme

6.4.5.1 Where an Employee has accrued an excessive amount of annual leave, being greater than two (2) years of entitlements, the Employee shall be required to participate in a leave reduction scheme. Such scheme shall require the Employee to reduce their accrued bank of annual leave over an agreed period of time.

6.4.5.2 Notwithstanding the provision of sub-clause 6.4.6.1, where an Employee accrues in excess of two years' entitlements of annual leave Council may direct the Employee to take such excess leave on the provision of four (4) weeks' notice.

6.5 **Purchased Leave**

6.5.1 Employees may, with the employer's approval, purchase additional periods of annual leave up to a maximum of six (6) additional weeks' leave in any twelve (12) month period. Employees' continuous service shall not be impacted by entering into a Purchased Leave arrangement

6.5.2 Superannuation entitlements shall be based on an Employees' gross salary prior to commencing a Purchased Leave arrangement.

6.5.3 Leave loading is not applicable to Purchased Leave as this arrangement is outside the annual leave provisions of any industrial instrument.

6.5.4 Purchased Leave will be subject to the employer's directives and procedures.

6.6 **Long Service Leave**

6.6.1 All permanent full time Employees shall accrue a long service leave entitlement at the rate of 1.3 weeks for each year of continuous service, which shall not be payable prior to five (5) years continuous service.

6.6.2 Part time and long term casual Employees shall be entitled to long service leave on a pro rata basis in relation to the ordinary hours worked.

6.6.3 Long service leave may be taken on a pro rata basis whilst in service after completion of five (5) years continuous service with a Local Government in Queensland.

6.6.4 Accrued Long service leave may be taken in minimum lots of four (4) days at one time.

Long service leave may be taken at half pay, effectively doubling the period for which leave can be taken. The minimum period of long service leave taken at half pay is ten (10) days (i.e. a total of five (5) days at full pay taken over ten (10) days) and the maximum period of long service leave to be taken at half pay is fifty-two (52) weeks (i.e. up to a total of twenty-six (26) weeks at full pay taken over 52 weeks). This applies to any twelve (12) month period.

6.6.5 Notwithstanding clause 6.6.4, parental leave can be combined with an unlimited period of long service leave at half pay to a maximum combined period of 52 weeks.

6.5.1 Long Service Leave Reduction Scheme

Except in exceptional circumstances, the Employee shall be required to participate in a leave reduction scheme where an Employee has accrued in excess of 26 weeks' long service leave. Such scheme shall require the Employee to reduce their accrued bank of long service

leave over an agreed period of time to the maximum of 26 weeks accrued long service leave. If the Employee and Council cannot agree, Council may decide when the Employee is to take leave by giving the Employee at least three (3) months written notice of the date on which the Employee must take at least four (4) weeks' long service leave.

6.7 Paid Parental Leave

- 6.7.1 Employees, other than casual Employees, shall be eligible to apply for paid parental leave after 12 months continuous service with Council.
- 6.7.2 Part-time Employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 12 months.
- 6.7.3 All paid parental leave may be taken at full pay or at half pay.
- 6.7.4 All entitlements shall accrue during this period of paid leave.
- 6.7.5 Such absences for parental leave shall be supported by appropriate medical documentation.
- 6.7.6 After 12 months continuous service, female Employees are entitled to 14 weeks paid maternity leave.
- 6.7.7 An Employee shall be entitled to 14 weeks paid leave where the pregnancy of the Employee, not then on maternity leave, terminates after 28 weeks, other than by the birth of a living child.
- 6.7.8 The remaining maternity leave may be taken as leave without pay, or take the option of having any accrued paid leave (excluding sick leave) paid to a maximum of 52 weeks.
- 6.7.9 Employees shall, during maternity leave, be entitled to request to return to work part time for a period of 12 months. There shall be no eligibility for part time loading.
- 6.7.10 After 12 months continuous service, Employees are entitled to a total of two (2) weeks paid parental leave in connection with the birth or stillbirth of their partner's child or adoption of a child.
- 6.7.11 Employees, other than Employees taking paid parental leave, who will be the principal carer of the child, shall be entitled to ten (10) weeks paid leave for adopted children, as from the date of adoption provided that the child:
 - (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
 - (b) has not, or shall not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
 - (c) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner.

6.8 Bereavement Leave

- 6.8.1 Employees, other than casual Employees, may be granted up to five (5) days Bereavement Leave, on full pay on each occasion, where:
 - (a) the deceased person was a member of the immediate family or household of the Employee; or
 - (b) The Employee, or the Employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

- 6.8.2 This shall be subject to the production of evidence of death satisfactory to Council, or the completion of a statutory declaration under the provisions of the *Oaths Act 1867*.
- 6.8.3 Periods of a longer duration shall be subject to approval by the CEO and shall be determined on an individual, case-by-case basis.
- 6.8.4 Where the deceased person does not qualify as immediate family as stated by clause 6.8.1 (a), the Employee shall be entitled to apply for special bereavement leave that shall be subject to the approval of the CEO and shall be determined on an individual, case-by-case basis.

6.9 Emergency Services Leave (SES/Rural Fire Brigades/QAS) and Armed Services Leave

- 6.9.1 Council supports Employees who participate in the above activities and shall provide paid leave in addition to annual leave for those Employees registered with Council as belonging to an Armed Service, subject to approval by the relevant Manager.
- 6.9.2 Where Employees are registered members of the Emergency Services and required to attend an emergency there shall be no loss of pay. Where Employees who are Emergency Services members are required to attend an emergency they must obtain approval from their immediate supervisor at the earliest opportunity.

6.10 Natural Disaster Leave

- 6.10.1 If an event beyond an Employee's reasonable control prevents an Employee from travelling from their normal place of residence to their normal place of work, then line management may approve "Natural Disaster Leave" paid at ordinary time only. Events may include but are not limited to flooding and bush fires.
- 6.10.2 Approval shall depend upon Employees being able to demonstrate that they made all reasonable efforts to attend work or were instructed not to attend work by their supervisor.
- 6.10.3 Where an Employee is able to present to any of Council's administrative offices, depots or other such places the Employee is required to do so. An Employee attending such a workplace shall, if required, carry out duties that are commensurate with the Employee's skill, training and experience even though the work required may not be the Employee's normal work.
- 6.10.4 Provided that during the day in question the Employee was able to present at Council's administrative offices, depots or other such places and they did not, no payment shall be provided for the day.

For example: An Employee cannot attend work due to water over the road at the Employee's usual time of leaving their residence and later in the day the water recedes to allow the Employee to attend work, they would be required to do so in order to receive payment for the day.

- 6.9.5 Employees shall not place themselves at risk in attempting to arrive at work to meet their obligations under the Natural Disaster Leave clauses.

6.11 Domestic and Family Violence Leave

- 6.11.1 Employees impacted by domestic and family violence are entitled to 20 days per year Domestic and Family Violence Leave. Employees may apply for additional leave, which is at the CEO's discretion.

6.11.2 Where an Employee affected by domestic or family violence is concerned for their safety or that of their colleagues, Council will work with the Employee to ensure that safety at work protocols are established.

6.11.3 Further provisions in regards to Domestic and Family Violence are stated in Council's Domestic and Family Violence Directive and Procedure.

6.12 Cultural and Religious Leave

6.12.1 Council recognises that employees from First Nation and/or Culturally Diverse Backgrounds may be obliged to attend cultural, religious and/or ceremonial events. Council agrees to support and recognise cultural diversity in the workplace by not unreasonably refusing employee requests to access accrued leave, banked RDO's or TOIL for these purposes.

PART SEVEN: WORKING ARRANGEMENTS

7.1 Fatigue Rest Provision

- 7.1.1 There shall be a ten (10) hour consecutive break between the conclusion of ordinary work on one day and the commencement of work on the next day (including weekends and public holidays) and shall be in accordance with the relevant Award provisions, Monday to Sunday inclusive.
- 7.1.2 Where an Employee has been required to work extended hours in response to a genuine work need (whether physically attending to call outs or attending to out of hours telephone calls), and they consider they have not had reasonable rest prior to the commencement of the following workday, the following process is to apply:
- (a) The Employee should contact their direct supervisor within 30 minutes of their normal start time, and advise of the work related issue they have attended to out of hours and the circumstances of why they do not feel adequately rested to commence duties at the start of the following work day.
 - (b) The Employee and supervisor should then make a mutually suitable arrangement for the Employee to recommence duties after they have had a reasonable rest period.
- 7.1.3 The Employee shall be paid for any ordinary time lost as a result of being on a rest period and the time recorded as ordinary time.
- 7.1.4 In the situation where an Employee is fatigued due to providing assistance to the community, for example involvement in an emergency service or jury duty, the Employee can seek an appropriate paid rest period from their supervisor.

Example: an Employee is called out to a job at 11:00 pm and performs work on the job until 4:00 am, the Employee is not required to present to work at the ordinary commencement time on that day; however, they shall be required to present to work at 2:00 pm and shall cease work at the ordinary finishing time and shall be paid for that day as if that Employee was in attendance for the whole ordinary work day.

7.2 End of Year Closedown

- 7.2.1 In line with providing ongoing services to rate payers Council shall determine which offices and depots shall remain open over the Christmas/New Year period. Determination shall be made on a business needs basis and may change from year to year. Council shall inform relevant Employees attached to offices and depots at least 12 weeks prior to the Christmas/New Year break if the office or depot is required to remain open.
- 7.2.2 The resourcing levels of the affected offices and depots shall be determined by Council. In the first instance, Council shall call for Employees to agree to work during this period. Where the number of Employees agreeing to work is not sufficient, as determined by Council, to meet the business needs, Council shall direct the necessary Employees to work.
- 7.2.3 Employees not required to work during this period may use banked RDOs, accrued TOIL, accrued annual leave, or else take the time off as unpaid leave.

7.3 Work Life Balance

The Parties agree to support the concept of flexible working arrangements including provisions for job sharing arrangements, part time employment and agreed flexible working hours for Employees with family responsibilities.

7.4 Job Sharing

- 7.4.1 Any permanent full time position may be filled by two (2) Employees on a Job Sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the Employees and Council.
- 7.4.2 Employees so employed shall be entitled to all leave as prescribed by Stream A Award on a pro-rata basis. All other provisions of the Award and this Agreement shall apply. All job sharing appointments made pursuant to this clause shall be subject to an annual review process in order to assess the effectiveness of a position being performed in this manner and in order to decide whether to continue with this arrangement. The concerned Employees and management shall jointly conduct the review.

7.5 Temporary Flexible Working Arrangements

- 7.5.1 Upon application by an Employee, Council may consent to a reasonable request for temporary flexible working hours and/or the accrual of "extra time". These arrangements must be compatible with the requirements of the position and be reviewed on a six (6) monthly basis to assess their effectiveness and to decide whether to continue with this arrangement.
- 7.5.2 Any such agreed arrangement between Council and the Employee shall be documented in writing and may include the working of hours that are less than, or in excess of, the normal working hours and, as such, no overtime or part-time loadings, applicable under Stream A Award, shall apply.

7.6 Time Off In Lieu of Payment for Overtime

- 7.6.1 Where overtime is worked by an Employee with the prior approval of Council, it shall be paid at the applicable overtime rate as stated in Stream A Award. Time off in lieu (TOIL) may only be accrued by agreement between Council and the Employee in accordance with the provisions of this clause.
- 7.6.2 Council shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in Stream A Award for any overtime worked where such time has not been taken within four (4) weeks of accrual.
- 7.6.3 Where an Employee has not approached Council within four (4) weeks of the TOIL being worked, Council shall be entitled to direct the Employee to take such accrued time off work with two (2) weeks' notice. Where Council has directed the Employee to take an amount of accrued TOIL, clause 7.6.2 of this Agreement shall have no effect.
- 7.6.4 Notwithstanding clause 7.6.3, an Employee may elect to maintain TOIL accrual of up to one (1) full time equivalent work day.

7.7 Make Up Time

- 7.7.1 An Employee may elect, with the consent of Council, to work "make-up time", under which the Employee takes time off ordinary hours and works those hours at a later time that is suitable to both Council and the Employee.
- 7.7.2 Where the Employee chooses to work the make-up hours that would attract any Award penalty, overtime payment, allowance, these Award provisions shall have no effect for the "make-up" time worked.

7.8 Change in Work Location

- 7.8.1 Where an Employee's normal work location is required to permanently change, except where it is customary for that Employee to work in other locations, to meet business and service delivery needs, the Employee shall be provided with one (1) months' notice in writing. Individual circumstances shall be taken into consideration as much as possible.

- 7.8.2 Where an Employee considers that the permanent change shall result in personal hardship there are two options available - redeployment, where possible, and a separation payment.
- 7.8.3 For redeployment, Council shall endeavour to find suitable alternative employment within Council at the normal work location for Employees who have been requested to change their normal work location and where personal circumstances would result in undue hardship for the Employees changing their normal work location. All such Employees shall be individually interviewed to determine what options may exist for their retraining by Council.
- 7.8.4 Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months or until the rate for the lower classification exceeds the actual rate, whichever is earlier.
- 7.8.5 Employees who are transferred to other positions shall be eligible for separation payment should it be found within three (3) months by either themselves or Council that the alternate position is unsatisfactory.
- 7.8.6 Should an Employee not accept a suitable redeployment position and opt to take the separation payment, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of receiving that separation payment.
- 7.8.7 Where it is considered that the only option available is to seek early separation from Council, the Employee may request consideration of a separation payment equivalent to two (2) weeks' ordinary pay for each completed year of service plus other payments which they would normally be entitled to on termination.
- 7.8.8 Separation payment shall be capped at 26 weeks.

PART EIGHT: MISCELLANEOUS

8.1 Professional Association and Registration Fees

- 8.1.1 Where Employees must hold a registration or maintain membership of a professional association and licences (excluding C class driver's licence) as part of their employment, Council shall pay the additional costs for obtaining and renewing a required licence, registration and/or membership.
- 8.1.2 For clarification, this clause does not cover 'C' class driver's licences, however, it shall cover such things as renewals for truck driver's licences as well as mobile and fixed plant operators tickets, where such costs are in addition to any costs for the maintenance of a 'C' class driver's licence.

Example: Where the renewal fee is the same as the 'C' endorsed licence irrespective of the additional endorsements the Employee will not be reimbursed for the cost of the licence renewal. Council will pay for licence upgrades for example (MR to HR) with these costs representing the test fees.

8.2 Transmission of Business

- 8.2.1 Where a business, any part of a business or employee is transmitted from Council to a new Employer, and where, at the time of such transmission, an Employee of Council becomes an Employee of the transmittee:
- (a) The continuity of service of the Employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) The service that the Employee has had with Council or service with another Council that has been recognised by Council, shall be deemed to be service of the Employee with the transmittee.
- 8.2.2 Council will ensure the transmittee recognises all previous service and accepts responsibility for all accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits for annual leave, long service leave and personal/carer's leave and recognition of service for redundancy purposes.
- 8.2.3 Where the transmittee will not accept responsibility for and recognise all previous service and accrued entitlements, immediately prior to the transmission of business, Council will pay to the Employee their accrued entitlements under the terms of this Agreement.
- 8.2.4 Where Council proposes to transmit the business or any part of the business, Council shall commence a consultation process in accordance with clause 3.2.
- 8.2.5 Where Council declares any position/s redundant as a consequence of a transmission of business or part of a business, Council shall apply the redundancy process in accordance with Appendix 1.

8.3 Employment Practices

For vacant positions, Council is committed to advertising internally. Where it is assessed that the skill level or resource may not be available in Council's workforce, the position shall be advertised both internally and externally.

8.4 Redundancy/Retrenchment Provisions

The redundancy/retrenchment provisions are outlined in Appendix 1.

8.5 No Extra Claims

The Parties agree that during the life of this Agreement no extra claims shall be sought or granted for further wage/salary increases, or for new or altered conditions.

8.6 Travel Costs

- 8.6.1 Council shall provide all transport between an Employee's normal work location and an alternative work location where possible.
- 8.6.2 Where an Employee is required to report directly to alternative work location, which is within an additional 10km of their normal work location, the Employee shall travel by their own means and in their own time.
- 8.6.3 Where the alternative work location is more than an additional 10km from their normal work location, then Council shall pay the difference as travelling time and car mileage (as per the Australian Taxation Office Standard).

Note: The 10km referred to in this clause denotes 10km travelling distance by the most direct and practical route and applies to travel in both directions, that is, 10km to work location and 10km returning from work location.

PART NINE: ALLOWANCES

9.1 On-Call Allowance

- 9.1.1 Employees directed to remain on-call must be able to be contacted and be able to respond within a half-hour of being contacted, and must be 'fit for duty'.
- 9.1.2 An Employee shall not be considered to be on-call due solely to a customary/planned arrangement whereby the Employee returns to Council's premises outside of hours to perform a specific job.
- 9.1.3 Employees covered by this clause shall no longer be entitled to any additional on-call allowance under Stream A Award for being on-call.

9.2 On-Call - Monday to Friday

- 9.2.1 An Employee required to remain on-call during any day or night outside their ordinary working hours shall be paid on-call allowance of \$30.00 for each day and/or night during which they remain on-call on weekdays only.
- 9.2.2 Provided that if any Employee whilst on-call is called out and required to perform any other work for which rates of pay are fixed by Stream A Award or this Agreement, they shall be paid for the time so worked at the overtime rate prescribed.

9.3 On Call - Saturday

- 9.3.1 Where an Employee is directed to remain on-call on Saturday, they shall be paid a sum equal to four (4) hours ordinary pay.
- 9.3.2 Provided that if any Employee, whilst on-call, is called out and required to perform any other work for which rates of pay are fixed by Stream A Award or this Agreement, they shall be paid for the time so worked at the overtime rate prescribed. This shall be in addition to the sum equal to four (4) hours ordinary pay.

9.4 On Call - Sunday and Statutory Holidays

- 9.4.1 Where an Employee is required to remain on-call on any Sunday or statutory holiday, they shall be paid for each Sunday or statutory holiday a sum of eight (8) hours at their ordinary rate. In the case of statutory holidays only, the Employee shall be credited for one (1) day's leave exclusive of leave loading.
- 9.4.2 If any Employee, whilst on-call, is called out and required to perform work for which rates of pay are fixed by Stream A Award or this Agreement, they shall be paid for the time so worked at the overtime rate prescribed in lieu of the ordinary rate with the remainder of the time being paid at ordinary rates for up to a period of eight (8) hours.
- 9.4.3 Provided further, if the time worked by the Employee at overtime rate is eight (8) hours or more, then the Employee shall be entitled to receive only the amount earned by them at overtime.

9.5 Call-Out Rates

- 9.5.1 This clause relates to Employees who are on-call only. A call-out shall occur when the Employee on-call is required to leave their place of residence or another location which is not a place of work when receiving the call and are required to attend a site/location in order to assess and/or rectify the situation which gave rise to the call-out provided that the Employee is not currently within the four (4) hour time period of a previous call-out.
- 9.5.2 Notwithstanding clause 9.5.1 above, an Employee shall also be deemed to have been called-out where, through remote telecommunication means, they manage, assess and rectify the situation for which the call-out occurred.

9.5.3 The first call-out undertaken on any day whilst the Employee is on-call, shall be paid at a minimum of four (4) hours.

9.6 *Shift Allowance*

In addition to the wage rates prescribed in this Agreement, shift workers shall be paid a 15% allowance. The provisions of this clause shall be in accordance with Stream A Award.

9.7 *Living Away Allowance*

9.7.1 From time to time, an Employee, given reasonable notice, except in cases of an emergency, may be required to live away from home in order to perform their normal duties.

9.7.2 Such Employee (other than apprentices) shall be entitled to the following:

- (a) Council shall provide suitable transport between their normal work location and the place of accommodation.
- (b) For the period that the Employee works in such a location the place of accommodation shall be deemed as their work location
- (c) No Employee shall be expected to stay away from home over weekends or public holidays that are more than one (1) day in duration.
- (d) Council shall arrange and pay for suitable commercial/private accommodation near the work-site.
- (e) Council shall reimburse the reasonable cost of three (3) meals a day during such work.
- (f) Council shall pay an allowance of \$30.00 per day to cover the cost of any other incidental expenses whilst living away.

9.7.3 All Employees covered by this clause shall no longer be entitled to any allowance under Stream A Award for living away from home

9.8 *First Aid Allowance*

9.8.1 An Employee who is appointed by Council as a First Aid Attendant in their given work area and is the current holder of an appropriate first aid qualification shall be paid an allowance of \$17.55 per week. This payment shall be dependent upon the First Aid Attendant complying with the requirements of the position.

9.8.2 All Employees covered by this clause shall no longer be entitled to any allowance under Stream A Award for being a First Aid Attendant.

9.9 *Meal Allowance During Overtime*

9.9.1 An Employee shall be supplied with a reasonable meal at Council's expense or be paid an allowance of \$18.97 at all paid meal breaks prescribed in Stream A Award or this Agreement. This allowance shall be indexed in accordance with CPI (Brisbane September Quarter) on each anniversary of the certification of this Agreement.

9.9.2 All Employees covered by this clause shall no longer be entitled to any allowance under Stream A Award for meals.

9.10 Live Sewer

- 9.10.1 The Parties agree that for the purposes of claiming any relevant 'Live Sewer Allowance' the correct and intended definition of live sewer exposure is those Employees who are working in direct physical contact with live sewerage or direct aerial contact with live sewerage work.
- 9.10.2 Live Sewer Allowance shall be paid at the rate of time and one-half for all Employees.
- 9.10.3 For the avoidance of doubt for 'direct aerial contact' to apply, the following criteria must be met:
- a) The Employee must be working in direct support of another Employee who is directly physically exposed to live sewerage and only for the period that the direct physical exposure exists; and
 - b) The work requires the Employee to be in direct physical contact with tools, parts or fittings that are being used for the live sewerage work at that time; and/or
 - c) The Employee would have to place some part of their body into the excavation or other space where the direct physical exposure is occurring for them to properly and safely complete the assigned task.
- 9.10.4 The payment of the allowance applies only for the period that the above criteria are being met and immediate clean-up at the worksite where the exposure occurs.
- 9.10.5 Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than hour four (4) hours at the appropriate rate.
- 9.10.6 Notwithstanding the above, the Parties recognise that the above was not properly applied for Fitzroy River Water, Network only Employees of the previous Rockhampton City Council prior to 14 March 2008. Therefore the employer agrees to accept claims in accordance with the current practice for those, and only those, Employees who were employed by Fitzroy River Water, Network Section on 14 March, 2008. This entitlement shall only apply to those Employees until such time as those Employees cease to be Employees of the employer or they take up a different role with the employer. To remove any doubt, the Employees who shall retain this entitlement have been identified by name in an exchange of letters between the parties.
- 9.10.7 The allowance shall be calculated using the base rate of pay applicable and not any annualised 'All Purpose Rate' that might apply for other purposes in accordance with the terms of this Agreement.

9.11 Working with Synthetic Fluids and Oils Allowance

Suitably qualified and accredited mechanics/fitters who, in their day to day duties, are exposed to synthetic oils, fluids, and coolants in the maintenance and repair of:

- (a) Power steering units
- (b) Braking systems
- (c) Automatic transmissions
- (d) Air conditioning units

Shall be paid an additional allowance of \$0.35 for each hour worked with such substances.

9.12 Working in the Rain

- 9.12.1 Working in the rain shall only occur if it is essential as determined by line management.
- 9.12.2 Where Employees are required to work in the rain, they shall be issued with wet weather gear to protect their clothing. Where wet weather gear has been issued, the Employee must have it available for use. At the end of the task, the Employee, where practicable, may return home to change into dry clothing (including appropriate footwear) and return to work.
- 9.12.3 Where an Employee is required to perform work in the rain and by so doing gets their clothing wet they shall be paid double rates for all work so performed. Such payment shall continue until the Employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.
- 9.12.4 An Employee entitled to an additional payment pursuant to this clause shall not be entitled to any additional payment for Wet Places.
- 9.12.5 All Employees covered by this clause shall no longer be entitled to any allowance under Stream A Award for working in rain.
- 9.12.6 An employee entitled to payment pursuant to this clause is also entitled to claim Live Sewer Allowance in accordance with clause 9.10 simultaneously.
- 9.12.7 Where Employees are unable to carry out their normal duties due to natural events and are not required for urgent work, they agree to actively participate in relevant training or other productive activity.

9.13 Annualised Locality Allowance

- 9.13.1 Council in recognising the continuing nature of "Locality Allowance" to all Employees engaged under Stream A Award agrees to annualise this allowance.
- 9.13.2 Council shall hereby include within the classification structure the payment of \$18.70 per week for all Employees paid under this Agreement.
- 9.13.3 All Employees covered by this clause shall no longer be entitled to any allowance under the Stream A Award for Locality Allowance.
- 9.13.4 This allowance shall be incorporated within the annualised rate in accordance with Appendix 2.
- 9.13.5 The annualised rate shall be used for the calculation of superannuation and leave benefits.

9.14 Influenza Vaccination Program

- 9.14.1 Each year, Council will offer an Influenza Vaccination Program to be accessible by all Employees, including casuals, free of charge. The vaccine will be administered in certain locations as determined by Council.

9.15 Mandatory Immunisations

- 9.15.1 Council will provide vaccinations and/or boosters (e.g. Hepatitis A & B, Tetanus etc.) for Employees in positions which have been identified by Council as high risk for infectious activities and/or included as a mandatory requirement in the relevant position description.

PART TEN: UNION REPRESENTATION

10.1 *Union Recognition*

- 10.1.1 This Agreement recognises the Unions party to this Agreement and their accredited representatives as legitimate representatives of Employees covered by this Agreement.
- 10.1.2 The Parties acknowledge that structured, collective industrial relations shall continue as a fundamental principle of Council.

10.2 *Responsibilities and Rights of Union Organisers/Delegates*

- 10.2.1 Organisers or other officials shall have the following responsibilities when dealing with Council or with Employees:

- a) Minimise disruption associated with Union consultation.
- b) Provide reasonable notice to line management prior to holding discussions with Employees/groups of Employees.
- c) Reasonable notice shall mean notice that minimises disruption to any scheduled work program.
- d) Ensure management are aware of issues early to encourage speedy rectification.
- e) To understand and recognise the legitimate business obligations of Council while seeking the best possible arrangements for their members.

- 10.2.2 Union Delegates shall be afforded the following rights:

- a) To be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
- b) To formal recognition by Council that endorsed Union Delegates speak on behalf of Union members in the workplace on matters relating to applicable industrial legislation and industrial instruments.
- c) To bargain collectively on behalf of those they represent.
- d) To consultation and access to reasonable information about the workplace and the business.
- e) To reasonable paid time to represent the interest of members to Council and industrial tribunals.
- f) To reasonable paid time during normal working hours to consult with Union members following management approval.
- g) To reasonable paid time, at ordinary rates, to participate in the operation of the Union that is specific to Council.
- h) To reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.
- i) To place Union information relevant to Council's Employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.

- j) To take accrued leave entitlements to work with the Union, on the proviso that this secondary employment is approved by the CEO.

10.3 Trade Union Training Leave

- 10.3.1 Upon application to their manager, a Union Workplace Delegate shall be granted up to five (5) working days leave on ordinary pay each calendar year, non-cumulative, to attend courses and seminars conducted by or approved by the respective Union/s, provided that Council is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.
- 10.3.2 The granting of such leave shall be subject to Council's convenience and shall not unduly affect the operation of Council.
- 10.3.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations.
- 10.3.4 The Union/s shall notify Council well in advance of upcoming courses.

10.4 Right of Entry

- 10.4.1 With prior approval of the Chief Executive Officer or their delegate, following a minimum of 24 hours' notice, an official or officer of the Union/s shall have the right to enter Council's establishment immediately prior to or following working hours for the purposes of conducting appropriate Union business, provided that there shall be minimal disruption to work by the representative of the Union membership.
- 10.4.2 An official or officer of the Union/s shall have the right to enter Council's establishment during working hours for the purposes of conducting appropriate Union business, provided that there shall be minimal disruption to work by the representative of the Union membership, and as long as the Union Official has notified the appropriate management that they are attending the workplace.

10.5 Access to Union Officials

Council shall allow unrestricted access by its Employees during normal workings hours to accredited officials of the Union/s party to this Agreement, with prior approval from the Executive Director/Chief Officer or their nominee.

10.6 Union fees paid by payroll deduction

Council shall provide a payroll deduction scheme for any Employees who wish to have their Union fees deducted from their payroll.

APPENDIX 1 – REDUNDANCY PROVISIONS

1. Application

This Agreement shall operate in respect of all Employees of Council and whose positions have been declared redundant.

2. Definitions

- (a) Redeployment – Is a process of transferring Employees to alternative positions within Council, where their existing position has been declared redundant.
- (b) Retraining – Includes an analysis of Employee's current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the Employee's redeployment.
- (c) Redundancy – A position becomes redundant when Council's need for work or the quantity of work of a particular kind has diminished or ceased.
- (d) Involuntary Retrenchment – Means the termination (at the initiative of management) of the employment of Employees who are employed in positions that were declared redundant, and who are unable to be redeployed.
- (e) Ordinary Rate of Pay – Shall mean the Employee's current ordinary hourly rate of pay.
- (f) Actual Rate of Pay – Shall mean the ordinary rate of pay as at the date of redeployment.
- (g) Continuous Service – As defined in the *Queensland Industrial Relations Act 2016*.

3. Objectives

3.1. The chief objectives of this Appendix are:

- (a) To maintain, where possible, Employees whose positions have become redundant in continued employment within Council;
- (b) To retrain such Employees where necessary;
- (c) To pay monetary compensation to such Employees who are unable to be redeployed and whose employment is to be terminated (compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit);
- (d) To assist Employees to find employment outside the service of Council.

4. Redundancy Procedure

4.1 Council will adhere to the following procedure in the event that positions are to be declared redundant:

- (a) comply with consultation and notice requirements;
- (b) undertake skills assessment of impacted employees;
- (c) explore existing opportunities for suitable alternative re-deployment;
- (d) explore voluntary redundancies from impacted employees; and
- (e) commitment to exploring training and re-deployment pool for up to twelve months; and
- (f) job swap with other employees.

Council will undertake the above steps in sequential order. In doing so, Council will be making all reasonable efforts to avert or mitigate the need for involuntary labour reductions.

4.2 It is only after these steps are completed that Council should decide as a matter of finality whether involuntary retrenchments must be made.

4.3 If involuntary retrenchments are to be made, Council will take all reasonable steps to assist Employees to find employment outside the service of Council.

5. Consultation with Relevant Unions

- 5.1. Where a proposal is endorsed that would result in a position or positions to become redundant, Council shall, at the earliest practicable time, provide all relevant details to the Union/s concerned and arrange discussions with the Union/s.
- 5.2. Relevant details to be provided to the Union/s shall include:
- (a) the reasons for the position or positions being redundant;
 - (b) the number, classification, location and details of the redundant positions;
 - (c) presentation of an organisational plan of the work unit concerned.
- 5.3. Discussions with the Union/s shall include:
- (a) the method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;
 - (b) advice and the timing of that advice to the Employees.

6. Exceptions

- 6.1. This arrangement shall not apply in any of the following circumstances:
- (a) Where an Employee terminates employment before the expiration of the period of notice without prior approval of Council, which approval shall not be unreasonably withheld; or
 - (b) Where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or
 - (c) Where an Employee's services are terminated by reason of neglect of duty or misconduct; or
 - (d) Where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or
 - (e) Where an Employee has not been engaged for a continuous period of at least twelve (12) months.

7. Notice Period

7.1 Notice of Redundant Position

Notice of redundant position means the formal advice to the Employee that their position is to become redundant. Any Employees whose positions are to be made redundant, and if requested by the Employee their Union/s representative/s, shall receive formal notification of impending redundancy as soon as possible.

8. Redeployment

- 8.1. Council shall endeavour to find suitable alternative employment within Council's organisation. All affected Employees shall be individually interviewed to determine what options may exist for their retraining by Council.
- 8.2. Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of twelve (12) months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

- 8.3. Employees who are transferred to other positions shall be eligible for redundancy benefits should it be found, within three (3) months, by either themselves or Council that the alternative position is unsatisfactory.
- 8.4. Should an Employee not accept a suitable redeployment position and opt to take their redundancy, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of becoming redundant.
- 9. Voluntary Redundancy**
- 9.1 Persons whose applications for voluntary retrenchment are accepted by the Chief Executive Officer shall be entitled to receive all eligible redundancy benefits at the point of termination.
- 9.2 Persons whose applications for voluntary retrenchment have been accepted are eligible to apply for ESIP in accordance with clause 10 of this Appendix. Employees, who receive voluntary retrenchment, shall be given notice at least eight (8) weeks before their date of departure.
- 10. Notice of Involuntary Retrenchment**
- 10.1 Notice of Involuntary Retrenchment
- (a) Notice of involuntary retrenchment means the notice to an Employee that their services are terminated as a result of their position being made redundant and redeployment not being achieved at the time of this notice being issued. In such circumstances, Employees shall receive notice at least eight (8) weeks before the event.
- (b) Where the date of involuntary retrenchment has been advised in the notice of redundant position, it shall not be necessary to issue a notice of involuntary retrenchment.
- 11. Redundancy/Retrenchment**
- 11.1 Upon a determination by Council that an Employee's position has become redundant and redeployment cannot be achieved, such Employee shall receive notice of involuntary retrenchment and be eligible to apply for an Early Separation Incentive Payment in accordance with clause 10 of this Appendix.
- 11.2 On termination, eligible Employees shall receive a redundancy payment at a rate appropriate to the completed years of service. This redundancy payment is to consist of three (3) weeks payment per year of continuous service in a Queensland Local Government as well as a proportionate amount for an incomplete year of service. The Employee must receive as a minimum an amount equal to the Employee's salary for four (4) weeks.
- 11.3 Eligible Employees are those for whom:
- (a) suitable alternative employment cannot be found; or
- (b) whose application for voluntary retrenchment under clause 10 of this Appendix has been accepted; and
- (c) who have at least one (1) year's service.
- 11.4 In addition to the redundancy payment, an Employee who has completed one (1) year's continuous service shall be entitled on termination to a long service leave payment in accordance with this Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.
- 11.5 Providing each case has the prior approval of the Employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews. This subclause only applies to Employees whose positions have been declared redundant.

11.6 Each Employee whose position has been declared redundant shall be given a statement showing the calculation of an estimate of the redundancy payment at least 28 days before possible termination date.

11.7 Council shall meet financial planning costs of a one-off payment up to \$500.00 for any Employee subject to retrenchment. A refund shall be given to the Employee upon presentation of the account or, with prior agreement, the account can be sent directly to Council for payment.

12. Early Separation Incentive Payment (ESIP)

12.1 The Early Separation Incentive Payment (ESIP) consists of eight (8) weeks incentive payment in addition to all other payments that comprise a redundancy package under the terms of this Agreement. This incentive payment shall be calculated at the ordinary rate of pay.

12.2 The ESIP for voluntary and involuntary retrenchment is designed to enable Employees to elect to leave the service of Council, prior to the date of retrenchment, thereby waiving their entitlement to eight (8) weeks' notice.

12.3 To be eligible for an ESIP, an Employee must have completed at least one (1) year of service.

12.4 Employees who express an interest in participating in the ESIP scheme shall be required to submit an application within 28 calendar days of Council's notice of redundant position. This 28 day period shall run concurrently with the eight (8) week notice period. Any late applications for ESIP received after the 28 days' notice period shall reduce the eight (8) weeks ESIP proportionately by the amount of time (in whole days) that applications for ESIP are received after the 28 day time limit.

12.5 Council may reject applications if acceptance would be detrimental to the Council's operations.

12.6 Council may at its discretion terminate employment before the expiration of the notice period by making payment in lieu of the required notice.

13. Relocation Expenses

Should an Employee become redundant within a period of two (2) years of commencement of their employment, they shall not be required to repay removal expenses, they would otherwise have to repay under Council's removal expenses policy/procedures.

14. Dispute Resolution Procedure

14.1 Grievances arising from this section shall be dealt within terms of the Dispute Resolution Process outlined in 3.5 of this Agreement.

APPENDIX 2 – CURRENT CLASSIFICATION STRUCTURE

* Please note that the Agreement rates listed below are inclusive of the annualised Locality Allowance of \$972.40 per annum, however this annualised allowance is not included in the base rate increases over the four (4) years.

** Decimals for annum figures have been rounded up/down accordingly.

*** Increases are as per clause 4.2.3

^ Or CPI whichever is the greater

Classification	As at 05/11/2020 per annum	As at 05/11/2021 2.5% per annum	As at 05/11/2022 2.5% per annum	As At 05/11/2023 2.5% per annum ^	As At 05/11/2024 2.5% per annum ^
Under 17	\$39,121	\$40,075	\$41,052	\$42,054	\$43,081
17 Years	\$40,871	\$41,868	\$42,891	\$43,939	\$45,013
18 Years	\$44,386	\$45,471	\$46,584	\$47,724	\$48,893
19 Years	\$47,912	\$49,085	\$50,288	\$51,521	\$52,785
20 Years	\$51,468	\$52,730	\$54,024	\$55,351	\$56,710
Level 1.1	\$56,623	\$58,014	\$59,440	\$60,902	\$62,400
Level 1.2	\$57,425	\$58,836	\$60,283	\$61,766	\$63,286
Level 1.3	\$58,706	\$60,149	\$61,629	\$63,145	\$64,699
Level 1.4	\$59,925	\$61,399	\$62,909	\$64,458	\$66,045
Level 1.5	\$61,185	\$62,690	\$64,233	\$65,815	\$67,436
Level 1.6	\$62,309	\$63,842	\$65,414	\$67,025	\$68,677
Level 2.1	\$63,724	\$65,293	\$66,901	\$68,549	\$70,238
Level 2.2	\$65,132	\$66,736	\$68,380	\$70,065	\$71,793
Level 2.3	\$66,541	\$68,180	\$69,860	\$71,583	\$73,348
Level 2.4	\$67,949	\$69,623	\$71,340	\$73,099	\$74,902
Level 3.1	\$69,373	\$71,083	\$72,836	\$74,632	\$76,474
Level 3.2	\$70,812	\$72,558	\$74,348	\$76,182	\$78,062
Level 3.3	\$72,254	\$74,036	\$75,863	\$77,735	\$79,654
Level 3.4	\$73,691	\$75,509	\$77,372	\$79,282	\$81,240
Level 4.1	\$75,129	\$76,983	\$78,883	\$80,831	\$82,827
Level 4.2	\$76,572	\$78,462	\$80,400	\$82,385	\$84,421
Level 4.3	\$78,160	\$80,090	\$82,068	\$84,095	\$86,173
Level 4.4	\$79,822	\$81,793	\$83,814	\$85,885	\$88,008
Level 5.1	\$81,497	\$83,510	\$85,573	\$87,688	\$89,856
Level 5.2	\$83,093	\$85,146	\$87,251	\$89,408	\$91,619
Level 5.3	\$84,834	\$86,931	\$89,079	\$91,282	\$93,540
Level 6.1	\$87,730	\$89,899	\$92,122	\$94,401	\$96,737
Level 6.2	\$90,628	\$92,869	\$95,167	\$97,522	\$99,935
Level 6.3	\$93,527	\$95,841	\$98,213	\$100,644	\$103,135
Level 7.1	\$96,425	\$98,811	\$101,257	\$103,764	\$106,334
Level 7.2	\$99,322	\$101,781	\$104,301	\$106,884	\$109,532
Level 7.3	\$102,219	\$104,750	\$107,345	\$110,004	\$112,730
Level 8.1	\$105,697	\$108,315	\$110,999	\$113,749	\$116,569
Level 8.2	\$109,175	\$111,880	\$114,653	\$117,495	\$120,408
Level 8.3	\$112,653	\$115,445	\$118,307	\$121,240	\$124,247
Level 8.4	\$115,917	\$118,791	\$121,736	\$124,755	\$127,850
Level 8.5	\$119,181	\$122,136	\$125,165	\$128,270	\$131,453

SIGNATORIES

Signed for and on behalf of the
LIVINGSTONE SHIRE COUNCIL

Cale Dendle

.....
CHIEF EXECUTIVE
OFFICER

In the presence of (Printed Name)

Amanda Ivers

.....

.....

Signed for and on behalf of the
**THE ASSOCIATION OF PROFESSIONAL
ENGINEERS, SCIENTISTS AND
MANAGERS, AUSTRALIA, QUEENSLAND
BRANCH, UNION OF EMPLOYEES**

Sean Kelly
.....
QUEENSLAND DIRECTOR

In the presence of (printed name)

Annalese Jack
.....
.....

Signed for and on behalf of the
**QSU – QUEENSLAND SERVICES,
INDUSTRIAL UNION OF EMPLOYEES**

Neil Henderson
.....
BRANCH SECRETARY

In the presence of (printed name)

Michelle Robertson
.....
.....