

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Livingstone Shire Council

AND

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

The Australian Workers' Union of Employees, Queensland

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

*(Matter No. CB/2022/18)*

**LIVINGSTONE SHIRE COUNCIL OPERATIONAL 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 OPERATIONAL CERTIFIED AGREEMENT 2021**

**Parties to the Agreement:**

- Livingstone Shire Council;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

**Operative Date:** 25 March 2022

**Nominal Expiry Date:** 30 September 2025

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

**Termination Date of** 25 March 2022

**Previous Agreement:**

By the Commission

J.W. MERRELL  
Deputy President

25 March 2022



**Livingstone Shire Council - Operational  
Certified Agreement 2021**



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## **1. ADMINISTRATIVE ARRANGEMENTS**

### **1.1. Title**

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

### **1.2. Parties Bound**

- 1.2.1. The parties bound by this agreement are:

(a) Livingstone Shire Council (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:

- (b) AMPKEU – Automotive, Metals, Engineering, Printing and Kindred Industries Union of Employees, Queensland;
- (c) AWU – The Australian Workers' Union of Employees, Queensland;
- (d) CFMEU – The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- (e) ETU – The Electrical Trades Union of Employees Queensland
- (f) PGEU – Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
- (g) TWU – Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

### **1.3. Application**

The Agreement shall apply to Council, all Council Employees covered by the Queensland Local Government Industry (Stream B) Award – State 2017 (Stream B Award) and the Queensland Local Government Industry (Stream C) Award – State 2017 (Stream C Award), and the unions named in clause 1.2 of this Agreement.

### **1.4. Date and Period of Operation**

- 1.4.1. 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.
- 1.4.2. 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.

### **1.5. Single Bargaining Unit**

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

### **1.6. Relationship to Parent Awards**

1.6.1. 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 B) Award – State 2017;*
- *Queensland Local Government Industry (Stream C) Award – State 2017;*
- *Training Wage Award – State 2012.*

## **1.7. Objectives of the agreement**

1.7.1. Provide a framework for working conditions and remuneration for Employees of Council for the period of this Agreement.

1.7.2. Provide a consultative environment for Council, Council's Leadership Team, Employees and their Union/s to develop and engage in continuous improvement, efficient work practices and improved service delivery.

## **1.8. Definitions**

- (i) Agreed – when a matter is discussed or negotiated and then accepted by all relevant parties.
- (ii) 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.
- (iii) Day – for the purpose of On-Call Allowance, day is recognised as that period from an Employee's finishing time on one ordinary working day to the starting time of the next ordinary working day.
- (iv) 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 step-child, step-grandchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- (v) Nominated Representative – shall mean a person nominated by an Employee whether they are a union representative, delegate or support person.
- (vi) Registered Health Professional - shall mean a medical practitioner registered with the Australian Health Practitioner Regulation Agency (AHPRA) or similar registration authority.
- (vii) The Act – shall mean, except where otherwise stated, the Industrial Relations Act 2016.
- (viii) Regular Basis – for the purpose of the Multi-Skilled Allowance, regular basis shall mean 20% of ordinary time worked per week.

## **1.9. Posting of the Agreement**

A true copy of this Agreement shall be displayed in the workplace with convenient access to Employees.



## **2. EMPLOYMENT SECURITY & WELLBEING**

### **2.1. *Employment Security***

- 2.1.1. Council shall maintain a permanent workforce during the term of this Agreement and Council is committed to job security for its permanent Employees. 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 interest 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 equipment 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. *Fixed Term Conversion***

- 2.3.1. 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.

2.3.2. Conversion under clause 2.3 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.

Notwithstanding 2.3.2(a), if the Employee has successfully undertaken a merit based recruitment process within the organisation clause 2.3.1 shall apply.

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

2.3.4. 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.

## **2.4. Traffic Control**

2.4.1. During the life of this Agreement the relevant parties shall meet to develop a framework for the delivery of traffic control services through the establishment of an Employee based skilled team with such team being structured as an entry level to the employer's workforce.

## **2.5. Service Increment Payments**

2.5.1. Due to the task based philosophy of the Parent Awards and in recognition of continuing service to Council and the skills and experience gained whilst employed by Council an annual payment, recognising service, will be made in accordance with the schedule below, based upon the years of service with Council or its predecessors.

<b>Continuing Years of Service (greater than)</b>	<b>Service Recognition Payment (calculated on years of service)</b>
5	\$6.00 per week
6	\$7.00 per week
7	\$8.00 per week
8	\$9.00 per week
9	\$10.00 per week
10	\$11.00 per week

2.5.2. Years of Service will be capped at the ten (10) year rate for those Employees with service beyond that period. The payment will only apply to current Employees and for whole years of service, and will be made at the first pay period in December of each year. Years of service will be recognised at that time, including those which fall within the month of December.

*Example:*

(a) *an Employee with 14 years of service would receive an annual gross payment as follows:*  
*10 years: payment at \$11.00 per week x 52 weeks = \$572*

(b) *an Employee in their sixth (6) year of service would receive an annual gross payment as follows:*  
*5 years: payment at \$6.00 per week x 52 weeks = \$312*

## **2.6. Developing a Learning Culture**

2.6.1. 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. Council shall facilitate an environment that encourages Employees to:

- (d) learn and apply new skills and knowledge;

- (e) adapt to new ways of working;
- (f) participate in initiatives that enhance productivity; and
- (g) continue the established custom and practice of mentoring Employees in the day to day development of on the job skills and learning.

## **2.7. *Transition to Retirement Arrangements***

- 2.7.1. 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.
- 2.7.2. Any such arrangements between Council and an Employee will 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
  - (d) a duty statement for the period.

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

- 2.7.3. All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement will be maintained without reduction, except where the Employee utilises approved leave. On commencement of the arrangement, all leave will accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable Parent Award.
- 2.7.4. 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.

## **2.8 *Health and Wellbeing in the Workplace***

- 2.8.1 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 programmes to assist and support a mentally and physically healthy lifestyle.

### **3. JOINT CONSULTATIVE COMMITTEE 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. 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, 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 his/her nominee to enable clarification or referral to the JCC.*

### **3.4. Dispute Resolution Procedure**

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. 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).
- 3.4.4. If the dispute is not resolved under clause 3.4.3, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. (Step 2).
- 3.4.5. If the dispute is still unresolved after discussions mentioned in clause 3.4.4 the matter shall be reported to senior management/Chief Executive Officer (Step 3).
- 3.4.6. The procedure stipulated under Clause 3.4 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, where practicable, 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.
- 3.4.7. 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.
- 3.4.8. Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Where a genuine safety issue is identified, the Employee shall not refuse a direction to work at another location.

- 3.4.9. The *status quo* existing before the emergence of the dispute is to continue whilst the above procedure is being followed.
- 3.4.10. 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.
- 3.4.11. 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.
- 3.4.12. 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.

## **4. 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 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 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.
- 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 1.6 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 the 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.
- 4.4.3. Part-time Employees will be reimbursed on a pro-rata basis.

##### *Example*

*Where a part-time Employee is engaged for 20 hours per week, they will be entitled to 20/38th of the allowance.*

- 4.4.4. The following criteria are considered in determining whether assistance will be provided:
- a) the Employee's contribution to Council in terms of their past work performance and their potential capability.
  - b) the relevance of the proposed course of study to the Employee's current or possible future work roles, including the Employee's level of responsibility.
  - c) the overall cost in relation to likely benefits to Council.
- 4.4.5. All reimbursements shall require evidence being provided to Council of successful subject completion.
- 4.4.6. Study assistance will be provided based on 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 authorised officer 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 the authorised officer to be directly relevant to Council. Reimbursement of course fees shall be a combined maximum amount of \$500 per unit.

#### **4.5. Professional Association, Licence and Registration Fees**

- 4.5.1. 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.
- 4.5.2. 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.*

#### **4.6. Payment of Unused Sick/Carer's Leave on Cessation of Employment**

- 4.6.1. 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.
- 4.6.2. As an alternative to payment of unused sick/carers 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.
- 4.6.3. Any payment for unused sick/carers leave made in accordance with this clause, shall be calculated using the following formula:
- a)  $\text{Employee's sick/carers leave balance in hours as at the separation date of employment} / \text{applicable weekly ordinary hours of work} \times \$250.00$ , up to a maximum payment of \$6,500.
- 4.6.4. Payment is subject to normal taxation requirements.
- 4.6.5. Where an employee accepts a payout of sick/carers leave, the employee understands and agrees that their sick/carers leave balance is zero on termination of employment with Livingstone Shire Council.
- 4.6.6. 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.

## 5. HOURS OF WORK

### 5.1. *Hours of Work*

- 5.1.1. Full-time Employees shall be required to work an average of 38 ordinary hours per week as well as a reasonable amount of overtime as may be required from time to time. These hours may be worked on any day of the week Monday to Sunday on an agreed basis. Where an Employee works their ordinary hours on a Saturday or Sunday or outside of the below scope of hours, the provisions of the relevant Award/s, including the relevant allowances, loadings and penalties, shall apply.
- 5.1.2. An Employee's ordinary hours shall be worked between the hours of 5:00am and 7:00pm with the provisions of the relevant Award/s, including the relevant allowances, loadings and penalties being applicable.
- 5.1.3. The starting and finishing times of each Employee shall be agreed where possible between the Employee and Council, however where agreement cannot be reached, such times shall be determined by Council within the above scope of hours detailed in clause 5.1.2. Once set, the starting and finishing times of a group of Employees or an individual Employee may be staggered and/or altered with two (2) weeks' notice by Council. Provided that where there is agreement between the Employee/s involved, starting and finishing times may be staggered without the provision of notice.
- 5.1.4. 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 2 hours, without penalty. The normal meal break shall be taken on the completion of the task at hand.

*Example: An Employee works any five days in seven, in this example from Wednesday to Sunday, their total rate of pay would be as follows:*

<i>Wednesday to Friday inclusive</i>	<i>24 hours at ordinary hourly rate</i>
<i>Saturday – First 3 hours @ 1.5 times and then 5 hours @ double time</i>	<i>14.5 hours at ordinary hourly rate</i>
<i>Sunday – All 8 hours @ double time</i>	<i>16 hours at ordinary hourly rate</i>
<i>Total</i>	<i>54.5 hours at ordinary hourly rate</i>

### 5.2. *Rostered Days Off*

- 5.2.1. 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 Rostered Day Off (RDO) in each fortnight.
- 5.2.2. 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 given by Council of any prior commitments made 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.
- 5.2.3. 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.
- 5.2.4. 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 will not unreasonably deny an Employee's preference.
- 5.2.5. Any Employee who falls sick on a RDO shall not receive any further day in lieu thereof.

- 5.2.6. An Employee may bank up to a maximum of ten (10) RDOs, whether initiated by either Council or the Employee.
- 5.2.7. 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.
- 5.2.8. If the banked RDOs are not taken within six (6) months, Employee initiated banked RDOs shall be paid out at single time and Council initiated RDOs shall be paid out at the appropriate penalty rates.

### **5.3. Call-Out**

- 5.3.1. A call-out will occur when an Employee, whether on-call or not, 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.
- 5.3.2. The initial call-out for a day will be paid at a minimum rate of four (4) hours pay at the appropriate penalty rate, and any subsequent call-out on that day will be paid at a minimum of two (2) hours pay at the appropriate penalty rate.

*Example: An Employee is called out at 7:00pm to attend to an incident and should that incident be dealt within 1.5 hours and the Employee returns home and then receives another call-out at 9:00pm and the Employee completes this incident within one (1) hour – the Employee will receive a total of six (6) hours at the appropriate rates of pay to cover both of those call-outs. If only the first call-out occurred a minimum of four (4) hours is payable at the appropriate rates of pay.*

## **6. 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 B Award and Stream C 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 provisions of 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.
- 6.1.3. "As soon as practical" for the purpose of clause 6.1.2 shall mean contact within half an hour after the Employee's starting time. Text messages, 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 duration of the sick/carer's 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 relative 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 the *Queensland Local Government Industry (Stream A) Award – State 2017*. 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 4.6.
- 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/carers 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, rostered or accrued day off work.
- 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 four (4) days. Following this time a medical certificate from a Registered Health Practitioner, as defined in clause 1.8 of this Agreement, is required.

To avoid doubt this means that a statutory declaration may only be used for a maximum period of four (4) consecutive working days. After this time a medical certificate is required.
- 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 Medical 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 payments 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. Unpaid Leave**

- 6.2.1. 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.
- 6.2.2. 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.
- 6.2.3. Any requests for unpaid leave under Stream 2 shall require the Employee to provide their Executive Director 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.
- 6.2.4. 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.
- 6.2.5. 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.

## **6.3. Absenteeism Management**

- 6.3.1. The Parties to this Agreement recognise that absenteeism and/or misuse of sick leave is a controllable overhead and misuse of this benefit is detrimental to the operations of Council with respect to services

to rate payers. In recognising this, the Parties have agreed on the following procedure to manage sick leave misuse and absenteeism.

- 6.3.2. This procedure is designed to curtail sick leave misuse and absenteeism by Employees who are absent from work and who are not genuinely unfit for duty or accessing preventive sick leave in accordance with clause 6.1.10 and is to operate notwithstanding other provisions of this Agreement.
- 6.3.3. 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.
- 6.3.4. 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/s for the Employee's absences, then a letter of warning will be sent to the Employee and appropriate actions for improvement documented.
- 6.3.5. 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, a second letter of warning will 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.
- 6.3.6. 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.
- 6.3.7. The above procedure does not operate to withdraw Council's right to take action against any Employee if that Employee is found guilty of filling out a false sick leave, carer's leave pay application form and claiming sick leave pay when that Employee was not genuinely on sick leave. Such action is fraudulent misrepresentation which may justify the summary dismissal of an Employee.

#### **6.4. Annual Leave**

##### **6.4.1. Accruals**

- 6.4.1.1. Full-time Employees who work 38 ordinary hours per week shall be entitled to 152 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. Where an Employee is engaged on continuous shiftwork as defined in clause 1.8 of this Agreement and works 38 ordinary hours per week they shall be entitled to an additional 38 ordinary hours of paid annual leave at the completion of each year of service. Annual leave is accrued proportionately on a fortnightly basis.
- 6.4.1.4. 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 shiftwork.

##### **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. Where an Employee accrues in excess of two (2) year's entitlements of annual leave Council may direct the Employee to take such excess leave on the provision of two (2) weeks' notice. 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. a total of 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. 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.

#### 6.4.6. Annual Leave Reduction Scheme

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.

### 6.5. ***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 on the pro rata accruals 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.
- 6.6.5. 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.
- 6.6.6. Notwithstanding clause 6.6.5, parental leave can be combined with an unlimited period of long service leave at half pay to a maximum combined period of 52 weeks.
- 6.6.7. Where an Employee has accrued long service leave in excess of 26 weeks, the Employee shall be required to discuss participation in a leave reduction scheme. Such scheme may require the Employee to reduce their accrued bank of long service leave over an agreed period of time.

## **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 entitlements will accrue during this period of paid leave.
- 6.7.4. All paid parental leave may be taken at full pay or at half pay.
- 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 maternity leave with full pay.
- 6.7.7. An Employee will 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 who return from maternity leave shall be entitled to seek part-time employment for a period of 12 months. There will 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, will be entitled to ten (10) weeks' paid leave for adopted children, as from the date of adoption.

## **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. Where the deceased person does not qualify as immediate family as stated by clause 6.7.1 (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.

6.10.3. Provided that during the day in question the Employee was able to attend work and they did not, no payment shall be provided for the day unless the Employee utilises previously accrued leave other than Long Service Leave.

*Example: An Employee who 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 which would allow the Employee to attend work; the Employee would be required to attend work when possible in order to receive payment for the full day.*

6.10.4. This provision is not restricted to water over the road and shall apply to any reason that an Employee cannot attend work.

6.10.5. Where an Employee is able to attend 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.

*Example: Where an Employee who lives at Yeppoon and whose normal location for work is Emu Park is prevented from attending work in Emu Park due to flood waters, that Employee will be required to present to the office/depot located in Yeppoon at the usual commencement time and undertake work commensurate with their skills and abilities. Should it not be possible or practicable for that Employee to undertake any work commensurate with their skills and abilities at the office/depot located in Yeppoon they will be sent home and would then be eligible for the Natural Disaster Leave payment. Such Employee is required to attend the office/depot located in Yeppoon each ordinary workday morning to be eligible for the payment on subsequent days and until the flood waters recede sufficiently to allow access to Emu Park.*

- 6.10.6. Employees will 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**

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.

## **7. WORKING ARRANGEMENTS**

### **7.1. *Fatigue Rest Provision***

- 7.1.1. There shall be a ten (10) hour consecutive break between the conclusion of ordinary/overtime 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 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 prior to 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.
  - (b) The Employee and supervisor should then make 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 11:00pm and performs work on the job until 4:00am, the Employee is not required to present to work at the ordinary commencement time on that day; however, will be required to present to work at 2:00pm and will cease work at the ordinary finishing time and will 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/depots at least eight (8) weeks prior to the Christmas /New Year break if the office or depot is required to remain open.
- 7.2.2. Employees may use banked rostered days off, accrued annual leave, accrued TOIL, 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. *Time Off In Lieu of Payment for Overtime***

- 7.4.1. Where overtime is worked by an Employee with the prior approval of Council, it shall be paid at the appropriate penalty rate as stated in the relevant 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.
- 7.4.2. Council shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the relevant Award for any overtime worked where such time has not been taken within four (4) weeks of accrual.
- 7.4.3. 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 TOIL with two (2) weeks' notice.

Where Council has directed the Employee to take an amount of accrued TOIL, clause 7.4.2 of this Agreement shall have no effect.

7.4.4. Employees may elect to maintain an accrual of up to one (1) full time equivalent work day.

**7.5. *Make Up Time***

7.5.1. 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.

7.5.2. Where the Employee chooses to work the “make-up” hours that would attract any Award penalty, overtime payment, allowance or loadings, these Award provisions shall have no effect for the “make-up” time worked.

**7.6. *Change in Work Location***

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

7.6.2. Where an Employee considers that the permanent change will result in personal hardship and considers that the only option available is to seek early separation from Council, the Employee may request consideration of a separation payment equivalent to one and three quarter (1.75) weeks ordinary pay for each completed year of service plus other payments which they would normally be entitled to upon termination.

7.6.3. Separation payment will be capped at 18 weeks.

## **8. MISCELLANEOUS**

### **8.1. *Transmission of Business***

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.1.4 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.

8.1.5 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.

### **8.2. *Employment Practices***

8.2.1. For vacant positions, the commitment is to advertise 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.

### **8.3. *Redundancy/Retrenchment Arrangements***

8.3.1. The redundancy/retrenchment arrangements are outlined in Appendix 1.

## **9. 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 their relevant Award for being on-call.
- 9.1.4. On Call – Monday to Friday
  - 9.1.4.1. An Employee directed to remain on-call during any day or night outside their ordinary working hours, Monday to Friday, shall be paid an on-call allowance of \$30.00 for each day and/or night during which they remain on-call.
- 9.1.5. On Call – Saturday
  - 9.1.5.1. An Employee directed to remain on-call on Saturday, shall be paid a sum equal to four (4) hours ordinary pay.
- 9.1.6. On Call – Sunday and Statutory Holidays
  - 9.1.6.1. An Employee directed to remain on call on any Sunday or statutory holiday, shall be paid, for each Sunday or statutory holiday, a sum of eight (8) hours at their ordinary rate.
  - 9.1.6.2. In the case of statutory holidays only, the Employee shall, in addition to clause 9.1.6.1, be credited for one (1) day's leave exclusive of leave loading.

### **9.2. Shift Allowance**

- 9.2.1. 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 the relevant Parent Award.

### **9.3. Living Away Allowance**

- 9.3.1. 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.
- 9.3.2. Such Employee (other than apprentices) shall be entitled to the following:
  - a) Council shall provide suitable transport between their work location/s 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/s;
  - 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.
- 9.3.3. All Employees covered by this clause shall no longer be entitled to any allowance under their relevant Parent Award for living away from home.

### **9.4. Exhumations Allowance**

- 9.4.1. Persons engaged (including assistants) in the removals or exhumations of a body or bodies and/or body parts, shall be remunerated at double time with a minimum payment of four (4) hours. This payment is also applicable for:
- (a) Digging in water logged ground where human seepage is draining from other graves; or
  - (b) Hammer and drill work – Grave diggers engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks; or
  - (c) Re-opening graves – later than six (6) days after burial and/or before six (6) months after burial; and
  - (d) The physical action of needing to handle the remains or identification plaques within the confines of the grave.
- 9.4.2. Provided further that no less than four (4) persons should be employed on any exhumation and/or removal of a person over eight (8) years of age; nor shall less than two (2) persons be employed on the exhumation and/or removal of children between the ages of two (2) and eight (8) years.
- 9.4.3. Provided that where ground conditions warrant it, not less than two (2) persons shall be employed on re-opening graves which are required to be sunk more than 2.13 metres.
- 9.4.4. All Employees engaged upon digging graves in waterlogged ground shall be supplied with suitable rubber boots by Council, as well as all other personal protective equipment required to carry out the function/s in a safe manner.

#### **9.5. *First Aid Allowance***

- 9.5.1. 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.
- 9.5.2. Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for being a First Aid Attendant.

#### **9.6. *Meal Allowance During Overtime***

- 9.6.1. 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 the relevant Parent Award. This allowance shall be indexed in accordance with CPI (Brisbane September Quarter) on each anniversary of the certification of this Agreement.
- 9.6.2. Employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for meals.

#### **9.7. *Repair of Unclean Vehicles and Plant Allowance***

- 9.7.1. Employees who are engaged in the repair of the bodies of vehicles and plant used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles and plant have not been thoroughly cleaned down immediately before work on such repairs is commenced, shall be paid an additional allowance of \$1.15 per hour for the work so engaged.

#### **9.8. *Live Sewer***

- 9.8.1. 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.
- 9.8.2. Live sewer allowance shall be paid at the rate of time and one-half for all relevant Employees.

- 9.8.3. For the avoidance of doubt for 'direct aerial contact' to apply, the following criteria must be met:
- c) 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
  - d) 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
  - e) 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.
- 9.8.4. 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.
- 9.8.5. Subject to clause 9.8.6, 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 a minimum of four (4) hours at the applicable rate.
- 9.8.6. Notwithstanding the above, the Parties recognize that the above has not been properly applied for Fitzroy River Water, Network only Employees of the previous Rockhampton City Council for many years. 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 Council or they take up a different role within Council. To remove any doubt, the Employees who shall retain this entitlement shall be identified by name in an exchange of letters between the parties prior to certification of the Agreement and each Employee shall be notified in writing.
- 9.8.7. 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.

#### **9.9. *Working with Synthetic Fluids and Oils Allowance***

- 9.9.1. Employees employed in the classification of mechanic, fitter, or service person who, in their day to day duties, are exposed to synthetic oils fluids and coolants in the maintenance and repair of power steering units, braking systems, automatic transmissions and/or air conditioning units, shall be paid an additional allowance of \$0.35 for each hour worked with such substances.

#### **9.10. *Working in the Rain***

- 9.10.1. Working in the rain shall only occur if it is essential as determined by line management.
- 9.10.2. Where people 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.
- 9.10.3. 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.
- 9.10.4. An Employee entitled to an additional payment pursuant to this clause shall not be entitled to any additional payment for Wet Places. At the same time, all Employees covered by this clause shall no longer be entitled to any allowance under their relevant award for working in rain.
- 9.10.5. An employee entitled to payment pursuant to this clause is also entitled to claim Live Sewer Allowance in accordance with clause 9.8 simultaneously.



9.10.6. 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.

### **9.11. Annualised Allowances**

9.11.1. In recognition of the cost of processing allowances, which are otherwise applicable under relevant Parent Awards, it is agreed that the following allowances be annualised. These allowances shall be incorporated within the pay classification structure, however, are not reflected in the remuneration schedule in Appendix 2.

9.11.2. The annualised rate, which incorporates the annualised allowances, shall be referred to as the 'All Purpose Rate' and shall be used for the calculation of superannuation and leave benefits.

#### **9.11.3. Site Allowance**

This clause covers the following allowances:

- (a) "Construction, reconstruction, alteration, repair and/or maintenance work Allowance", "Rubbish Dumps Allowance", "Wet Places/Working in Water Allowance", "Quarry Allowance" as prescribed in Division 2, Section 5, of Stream B Award.
- (b) "Construction/On Site Allowance", "Dirty Work Allowance", "Repair Work Allowance" as prescribed in Division 2, Section 2 of Stream C Award.
- (c) "Dirty Work Allowance", "Wet Work and Work in Rain Allowance" as prescribed in Division 2, Section 1, of Stream C Award.

Council, in recognising the continuing nature of these general disability allowances to all Employees covered by the Parent Awards, as specified in clause 1.6, agrees to annualise this allowance.

Council shall hereby include within the classification structure the payment of \$30.00 per week for all Employees covered by this Agreement. All Employees covered by this clause shall no longer be entitled to claim the abovementioned allowances which may have otherwise been payable under the relevant Parent Award.

#### **9.11.4. Toilet Cleaning Allowance**

Council, in recognising the continuing nature of this allowance to all Employees covered by Division 2, Section 5, of Stream B Award agrees to annualise this allowance.

Employees required to clean toilets, other than merely by hosing them, shall be paid an allowance at the rate of \$5.50 per day. All Employees covered by this clause shall no longer be entitled to claim the abovementioned allowances which may have otherwise been payable under the relevant Stream B Award.

#### **9.11.5. Tool Allowance**

Council, in recognising the continuing nature of the "Tool Allowance" paid to all Employees engaged under the Agreement, agrees to annualise this allowance whilst such Employees continue to supply their own tools.

Council shall hereby include within the classification structure the payment of \$30.00 per week for the following trades' Employees:

- (a) Mechanics
- (b) Fitters
- (c) Plumber/Drainers
- (d) Drainers
- (e) Electricians

(f) Form setters

(g) Carpenters

Apprentices in all disciplines shall be provided tools to the value of the full tool allowance allocated at the commencement of each year of their apprenticeship, in accordance with the following:

<b>Year</b>	<b>Allocation</b>
1	\$3,000
2	\$1080
3	\$1080
4	\$1080

All tools shall remain the property of Council until the date of completion of the apprenticeship when ownership shall transfer to the Employee. In the event of an apprentice leaving Council's employ prior to completing the apprenticeship, the Apprentice shall be given a pro-rata allocation of tools upon termination.

All Employees covered by this clause shall no longer be entitled to any allowance under their relevant Parent Award for providing tools.

#### 9.11.6. Rubbish and Sanitary Allowance

Council, in recognising the continuing nature of the "rubbish and sanitary operations allowance" paid to Employees engaged as drivers of rubbish vehicles and their assistants under Division 2, Section 5, of Stream B Award, agrees to annualise this allowance.

Council shall hereby include within the classification structure the payment of \$91.58 per week for all Employees covered by this clause. This payment encompasses the cleaning of rubbish and sanitary vehicles. All Employees covered by this clause shall no longer be entitled to claim the abovementioned rubbish and sanitary operations allowance under Stream B Award.

#### 9.11.7. Leading Hand Allowance

Council, in recognising the continuing nature of "Leading Hand Allowance" paid to Employees engaged under Agreement Division 2, Section 1 and 2 of Stream C Award, agrees to annualise this allowance.

Council shall hereby include within the classification structure a weekly payment for all Employees covered by this clause as per the below table. This table is based on the complexities, responsibilities and accountabilities of the various Team Leader/Leading Hand positions that are present across Council's operational and construction areas as described in Appendix 4.

<b>Team Leader/Leading Hand Classification</b>	<b>Weekly Allowance</b>
Maintenance/minor construction	\$32.00
Standard – Construction	\$42.00
Complex/Difficult Construction	\$64.00

*Note: Such positions are classified as per the Team Leader/Leading Hand Matrix and this is based on:*

*(a) Level of Employees management, i.e. size of crews;*

*(b) Level of responsibility/accountability, i.e. quantity and complexity of work undertaken by crews supervised; and*

*(c) Adherence to relevant legislation and technical requirements.*

All Employees covered by this clause shall no longer be entitled to claim the abovementioned allowance under the respective Parent Awards.

#### 9.11.8. Fares and Travelling Allowance

Council shall make the payment of \$57.50 per week "Fares and Travelling Allowance" to Employees covered by the Division 2, Section 1, of Stream C Award.

For the avoidance of doubt this allowance shall not be paid to Employees who are provided a company vehicle to travel to and between work locations.

The Parties recognise that the above has not been properly applied for Employees of the previous Councils for many years. Therefore, Council agrees to accept claims in accordance with the current practice for those and only those Employees, who were employed under the then Building Trades Public Sector Award – State 2002 on 14 March, 2008. This entitlement shall only apply to those Employees until such time as those Employees cease to be Employees of Council or they take up a different role within Council. To remove any doubt, the Employees who shall retain this entitlement shall be identified by name in an exchange of letters between the parties prior to certification of this Agreement and each Employee shall be notified in writing.

#### **9.12. Travel Costs**

9.12.1. Council shall provide all transport between an Employee's normal work base/s and the daily work site, where possible.

9.12.2. Where an Employee is required to report directly to the job site, which is within 10 km of their normal work base/s, the Employee shall travel by their own means and in their own time.

9.12.3. Where an Employee travels as described in clause 9.12.2, Council shall pay the applicable 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.*

#### **9.13. Multi-Skilled Allowance**

9.13.1. Where an Employee within a classification level of the Division 2, Section 5, of Stream B Award, is recognised, and utilised on a regular basis, by Council as having three (3) or more individually identified skills and the position description only mandates one (1) of those skills to meet the criteria for that classification level, that Employee shall receive an allowance of \$25.00 per week.

9.13.2. Further details on skills applicable to those Employees covered by the Division 2, Section 5, of Stream B Award, are contained in Appendix 3 to this Agreement.

#### **9.14. Mixed Functions**

9.14.1. Where an Employee is directed by Council to undertake responsibilities at a higher level, they shall be paid at the higher classification level as follows:

- a) For a period of up to one (1) hour – there will be no payment.
- b) For a period greater than one (1) hour and up to four (4) hours – the actual time in control of that vehicle/plant in increments of one (1) hour.
- c) For a period of greater than four (4) hours in one (1) working day – the total hours worked on that day.

*Note: To avoid confusion, the time referred to is the clock time from when the Employee first operates that vehicle/plant on that day until the Employee ceases to operate that plant/vehicle on that day provided there has not been a period of greater than two (2) hours when the Employee has not operated that vehicle/plant. Operates include pre-start checks and any required operator's maintenance activities.*

#### **9.15. Influenza Vaccination Program**

- 9.15.1. 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 within the Livingstone Shire Council area, as determined by Council.

**9.16. *Mandatory Immunisations***

- 9.16.1. 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.

## **10. UNION REPRESENTATION**

### **10.1. *Union Recognition***

- 10.1.1. This Agreement recognises the Union parties 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 Delegates***

- 10.2.1. Organisers or other officials shall have the following responsibilities when dealing with the Employees of Council:
- (a) Minimise disruption associated with union consultation.
  - (b) Provide reasonable notice to line management prior to holding discussions with Employees. Reasonable notice shall mean notice that minimises disruption to any scheduled work program.
  - (c) Ensure management are aware of issues early to encourage speedy rectification.
  - (d) 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 Employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.

### **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, 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***

- 10.5.1. Council shall allow unrestricted access by its Employees during normal workings hours to accredited officials of the Union parties to this Agreement, in accordance with the relevant sections of the Act.

#### **10.6. *Union Fees Paid by Payroll Deduction***

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

#### **10.7. *Access and Facilities***

- 10.7.1. The following facilities shall be made available to the parties involved in any consultative forum set up in accordance with this Agreement:
- (a) Reasonable access to facilities and administrative support/equipment such as word processing, photocopying, postal system internal mail, telephone, storage facilities and meeting rooms.
  - (b) 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.

## **11. NO EXTRA CLAIMS**

- 11.1 The Parties agree that, in the life of this Agreement, no extra claims shall be sought.
- 11.2 The Parties shall not, other than is provided in clause 1.4 Date and Period of Operation, pursue any extra claims for changes in relation to matters dealt with by this Agreement.

## **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) years' 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 clause 3.4 of this Agreement.

## APPENDIX 2 – REMUNERATION CLASSIFICATION STRUCTURE

- \* Please note that the rates listed below are base rates only and do not include any allowances, annualised or otherwise.
- \*\* Decimals for annum figures have been rounded up/down accordingly.
- \*\*\* Increases are as per clause 4.2.2
- ^ Or CPI whichever is the greater

	As as at 05/11/2020		As at 05/11/2021		As at 05/11/2022		As at 5/11/2023 ^		As at 5/11/2024 ^	
Classification	Per Week	Annual	Per Week	Annual	Per Week	Annual	Per Week	Annual	Per Week	Annual
<b>Stream B</b> <b>Operational Services</b>										
Level 1 <18 yrs	\$725.23	\$37,712	\$743.35	\$38,654	\$761.94	\$39,621	\$780.98	\$40,611	\$800.51	\$41,626
Level 1 <6mth Serv	\$1,038.31	\$53,992	\$1,064.27	\$55,342	\$1,090.87	\$56,725	\$1,118.15	\$58,144	\$1,146.10	\$59,597
Level 1 >6mths Serv	\$1,054.33	\$54,825	\$1,080.68	\$56,195	\$1,107.70	\$57,600	\$1,135.39	\$59,040	\$1,163.78	\$60,516
Level 2	\$1,070.33	\$55,657	\$1,097.09	\$57,049	\$1,124.51	\$58,475	\$1,152.63	\$59,937	\$1,181.44	\$61,435
Level 3	\$1,086.33	\$56,489	\$1,113.49	\$57,902	\$1,141.33	\$59,349	\$1,169.86	\$60,833	\$1,199.11	\$62,354
Level 4	\$1,102.48	\$57,329	\$1,130.05	\$58,762	\$1,158.30	\$60,231	\$1,187.25	\$61,737	\$1,216.94	\$63,281
Level 5	\$1,121.58	\$58,322	\$1,149.61	\$59,780	\$1,178.35	\$61,274	\$1,207.81	\$62,806	\$1,238.01	\$64,376
Level 6	\$1,155.06	\$60,063	\$1,183.92	\$61,564	\$1,213.52	\$63,103	\$1,243.86	\$64,681	\$1,274.96	\$66,298
Level 7	\$1,189.19	\$61,838	\$1,218.92	\$63,384	\$1,249.39	\$64,969	\$1,280.63	\$66,593	\$1,312.64	\$68,258
Level 8	\$1,222.96	\$63,594	\$1,253.53	\$65,184	\$1,284.87	\$66,813	\$1,316.99	\$68,484	\$1,349.92	\$70,196
Level 9	\$1,259.33	\$65,485	\$1,290.80	\$67,122	\$1,323.07	\$68,800	\$1,356.15	\$70,520	\$1,390.05	\$72,283
<b>Stream C</b> <b>Building Trades</b>										
Build Trade Level 1	\$1,121.58	\$58,322	\$1,149.61	\$59,780	\$1,178.35	\$61,274	\$1,207.81	\$62,806	\$1,238.01	\$64,376
Build Trade Level 2	\$1,155.06	\$60,063	\$1,183.92	\$61,564	\$1,213.52	\$63,103	\$1,243.86	\$64,681	\$1,274.96	\$66,298
Build Trade Level 3	\$1,189.19	\$61,838	\$1,218.92	\$63,384	\$1,249.39	\$64,969	\$1,280.63	\$66,593	\$1,312.64	\$68,258
<b>Stream C</b> <b>Engineering</b>										
C10 Tradesperson	\$1,121.58	\$58,322	\$1,149.61	\$59,780	\$1,178.35	\$61,274	\$1,207.81	\$62,806	\$1,238.01	\$64,376
C9 Tradesperson	\$1,155.04	\$60,062	\$1,183.91	\$61,564	\$1,213.52	\$63,103	\$1,243.85	\$64,680	\$1,274.94	\$66,297
C8 Tradesperson	\$1,189.19	\$61,838	\$1,218.92	\$63,384	\$1,249.39	\$64,968	\$1,280.63	\$66,593	\$1,312.64	\$68,257
C7 Tradesperson	\$1,222.96	\$63,594	\$1,253.53	\$65,184	\$1,284.87	\$66,813	\$1,316.99	\$68,484	\$1,349.92	\$70,196
Tradespersons Assistant (C12)	\$1,038.31	\$53,992	\$1,064.27	\$55,342	\$1,090.87	\$56,725	\$1,118.14	\$58,143	\$1,146.10	\$59,597
Tradespersons Assistant (C13)	\$1,001.73	\$52,090	\$1,026.77	\$53,392	\$1,052.44	\$54,727	\$1,078.75	\$56,095	\$1,105.72	\$57,498

## APPENDIX 3 – MULTI-SKILLED ALLOWANCE

### 1. *Typical Duties by Similar Levels*

- 1.1. As referenced in clause 9.13, the following tasks as prescribed in the Division 2, Section 5, of the Queensland Local Government Industry (Stream B) Award – State 2017, will form the basis for the criteria for the payment of the multi-skilled allowance, where relevant and applicable.
- 1.1.1. Level 1  
Basic labouring tasks;  
Basic operational or maintenance tasks associated with cemeteries, depots or swimming pools;  
Driving a rigid motor vehicle up to 4.5t GVM;  
Cleaning, caretaking, basic hospitality tasks related to serving of drinks and cooking.
- 1.1.2. Level 2  
Surveyors Chainperson Grade II;  
General gardening duties;  
General sewerage or water maintenance work;  
Assisting rubbish or sanitary vehicle drivers;  
Bitumen, asphalt, concrete work;  
Operation of a variety of hand held power tools or machinery (including motor mowers);  
Driving a rigid motor vehicle exceeding 4.5t GVM up to 11t GVM.
- 1.1.3. Level 3  
Surveyor's Chainperson Grade I;  
Supervision of refuse tip (tip master);  
Skilled gardening work (e.g. grafting, propagating);  
Driving a rigid motor vehicle exceeding 11t GVM up to 15t GVM;  
Store operations;  
Operation of small ride-on equipment or light mechanical plant;  
Operation of light mechanical plant including;
  - Ride-on mower/tractor with implements,
  - Motor vehicles with capacity exceeding 6.08t,
  - Pneumatic tyred tractor without powered attachments up to 70 KW,
  - Pneumatic tyred tractor with powered attachments up to 35 KW,
  - Crawler tractor without powered attachments up to 4,536 kgs,
  - Crawler tractor with powered attachments up to 2,721 kgs,
  - Powered vibrating road roller up to 4 tonne,
  - Pneumatic tyred powered road roller up to 8 tonne,
  - Steel wheeled powered road roller up to 8 tonne,
  - Pile driving machine,
  - Motor mower driver – cemeteries;Pipelaying, concrete finishing, scaffolding.
- 1.1.4. Level 4  
General by-laws enforcement (with relevant experience);  
Grave digging;  
Beach inspector (second 6 months of experience);  
Operation of forklifts and hydraulic mobile platforms;  
Surveyor's Instrument Hand;  
Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) not exceeding 22.5t GCM;  
Driving an articulated vehicle (with 3 axles) not exceeding 24t GCM;  
Dogman;  
Rigger;

Forklift Driver;  
Large Ride on mower exceeding 12 hp;  
Drivers of rigid motor vehicle exceeding 15 GVM;  
Skid steer loader exceeding 2000 cc.

1.1.5. Level 5

Parking meter maintenance;  
Supervisory by-law enforcement activities;  
Qualified Cook;  
Assist in the operation of a Water Treatment Plant;  
Horticulturalist (trade qualified);  
Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) exceeding 22.5t GCM;  
Driving an articulated vehicle (with 3 axles) exceeding 24t GCM;  
Driving a low loader not exceeding 43t GCM;  
Earthmoving equipment serviceman;  
Operation of medium mechanical plant including;  

- o Backhoe
- o Street sweeping machine,
- o Single unit grader up to 35 KW,
- o Scraper loader up to 10 cubic metre capacity,
- o Excavator up to .5 cubic metre capacity,
- o Front-end or overhead loader up to 2.25 cubic metre capacity,
- o Pneumatic tyred tractor without powered attachment over 70 KW,
- o Pneumatic tyred tractor with powered attachment 35 to 110 KW,
- o Crawler tractor without powered attachment over 4,535 kgs shipping weight,
- o Crawler tractor with powered attachment 2,721 to 18,143 kgs shipping weight,
- o Powered vibrating road roller over 4 tonne,
- o Pneumatic tyred powered road roller over 8 tonne,
- o Steel wheeled powered road roller over 8 tonne,
- o Mobile crane up to 15 tonne.

Formsetter  
Bridge carpenter

1.1.6. Level 6

Operation of primary treatment plants;  
Co-ordination of by-laws, monitoring and enforcement operation;  
Driving a rigid motor vehicle (truck tractor) and heavy trailer(s) combination (trailer having loaded mass of 3.5t or more) exceeding 42.5t GCM;  
Driving an articulated or double articulated vehicle exceeding 42.5t GCM;  
Operation of heavy mechanical plant including;  

- o Single unit grader over 35 KW,
- o Scraper loader over 10 cubic metre capacity,
- o Excavator over .5 cubic metres,
- o Front-end or overhead loader over 2.25 cubic metres,
- o Pneumatic tyred tractor with powered attachment over 110 KW,
- o Crawler tractor with powered attachment over 18,143 kgs shipping weight,
- o Mobile crane 15 to 100 tonne.

Assist in the operation of a sewerage treatment plant  
Driving a low loader exceeding 43t GVM

#### APPENDIX 4 – TEAM LEADER/LEADING HAND MATRIX

- 1.1. The Team Leader / Leading Hand matrix consists of numerous descriptors that have a percentage weighting attached to each descriptor.
- 1.2. By the end of the months of May and November each year a review of the matrix and the data contained within will be conducted by People and Culture in conjunction with the relevant supervisor and manager. The purpose of these reviews is to ensure that any changes are up to date and reflected within the matrix and the relativity to the various Team Leader / Leading Hand classifications are maintained.
- 1.3. The descriptors and their weightings are listed below;

<b>Team Leader / Leading Hand Descriptor</b>	<b>Percentage Weighting</b>
Average expenditure per day	25
Isolation – geographical and level of autonomy	5
Public relations responsibilities	5
Safety and environmental legislation responsibilities	15
Level of autonomy	10
Qualifications required for the position	5
Organisational risk	15
Compliance with Quality Assurance system	10
Total amount of Employees supervised	10

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

Rohan Webb  
.....  
AMWU State Secretary QLD/NT

In the presence of (Printed Name)

Minami Rose  
.....  
.....

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

Stephen Kenneth Baker  
.....  
Queensland Secretary

In the presence of (Printed Name)

Jeehan Habib  
.....  
.....

Signed for and on behalf of the  
**CFMEU** – The Construction, Forestry, Mining  
and Energy, Industrial Union of Employees,  
Queensland

Kane Lowth  
.....  
  
Assistant State Secretary

In the presence of (Printed Name)

Emma Eaves  
.....  
  
.....

Signed for and on behalf of the  
**ETU** – The Electrical Trades Union of  
Employees Queensland

.....

In the presence of (Printed Name)

.....

.....

Signed for and on behalf of the  
**PGEU**– Plumbers and Gasfitters Employees'  
Union Queensland, Union of Employees

Gary O'Halloran  
.....

In the presence of (Printed Name)

Shari Charrington  
.....  
.....

Signed for and on behalf of the  
**TWU**– Transport Workers’ Union of Australia,  
Union of Employees (Queensland Branch) .....

In the presence of (Printed Name) .....  
.....