

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Logan City Council**

**AND**

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

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

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

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

**Queensland Services, Industrial Union of Employees**

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

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

**The Electrical Trades Union of Employees Queensland**

**Queensland Nurses and Midwives' Union**

*(Matter No. CB/2022/34)*

**LOGAN CITY COUNCIL CERTIFIED AGREEMENT 2022**

**Certificate of Approval**

On 21 April 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **LOGAN CITY COUNCIL CERTIFIED AGREEMENT 2022**

**Parties to the  
Agreement:**

- Logan City Council
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

- Queensland Services, Industrial Union of Employees
- Plumbers and Gasfitters Employees' Union of Queensland, Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- The Electrical Trades Union of Employees Queensland
- Queensland Nurses and Midwives' Union

**Operative Date:** 21 April 2022

**Nominal Expiry Date:** 22 April 2025

**Previous Agreement:** *Logan City Council Certified Agreement 2018*

**Termination Date of  
Previous Agreement:** 21 April 2022

By the Commission

R. D. H. McLennan  
Industrial Commissioner

21 April 2022

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LOGAN CITY COUNCIL

Certified Agreement

2022

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## **PART 1: ABOUT THE AGREEMENT**

### **1.1 Title**

This Agreement shall be known as the Logan City Council Certified Agreement 2022.

### **1.2 Purpose of this Agreement**

**1.2.1** To provide a modern framework for management, Unions, and employees, to work together towards improving competitiveness and productivity in all areas of Logan City Council's operations and the job satisfaction and morale of Logan City Council's employees.

**1.2.2** The shared aims are to provide benefits to:

- a) Logan City Council, by producing a more competitive, flexible, responsible organisation through modernisation of existing work practices and arrangements with the major intent of continuously improving work processes;
- b) Employees covered by this Agreement, through improved salaries and conditions; and
- c) The Logan City community, through a greater client focus on service delivery, increased value for money and a more efficient and effective Council.

### **1.3 Leadership, Culture and Health & Safety**

**1.3.1** The parties agree that productivity is enhanced and the wellbeing of the employees promoted through the active participation in leadership and culture promoted activities. To this end, employees will be actively encouraged to participate in appropriately developed leadership and culture development programs.

**1.3.2** It is acknowledged that the provision of a safe and healthy work environment will lead to the reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of working life. To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant Workplace Health & Safety legislation and Council policies will be implemented.

**1.3.3** Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health and safety including psychological health outcomes. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health and safety issues and will embrace such issues as an inherent part of their job function. The JCC will be provided with all relevant data which identifies the incidence and trends of all workplace health and safety occurrences in Council and will initiate appropriate strategies to remove any adverse trends. All employees will commit themselves to the initiated strategies and set objectives.

**1.3.4** Employees will be encouraged to participate in activities which will promote healthy lifestyles, inclusive of annual flu vaccinations. Employees will be provided with the opportunity to participate in a program for flu immunisation that operates within Council.

**1.3.5** An employee required to engage in activities which may expose them to silica dust, or to work in close proximity to employees engaging in activities which may expose them to silica dust, shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority. Where such safeguards include the mandatory wearing of protective equipment, such employees shall be permitted to choose the type of facial PPE supplied by Council, so long as it meets the minimum standards required for the work being performed.

### **1.4 Parties to the Agreement**

The parties to this Agreement shall be Logan City Council and its employees and the following Unions:

- a) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- b) The Australian Workers' Union of Employees, Queensland;
- c) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- d) The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
- e) The Electrical Trades Union of Employees Queensland;

- f) Plumbing and Pipe Trades Employees' Union Queensland;
- g) Queensland Services, Industrial Union of Employees;
- h) Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and the
- i) Queensland Nurses and Midwives' Union.

## **1.5 Date and Period of Operation**

- 1.5.1** This Agreement shall operate from the first full pay period commencing after the date of certification and shall remain in force for 3 years following the date of certification.
- 1.5.2** The parties agree to re-open negotiations no more than six (6) months prior to the expiry date of this Agreement with a view to negotiating and settling a replacement Agreement.
- 1.5.3** Council agrees to consult with all parties prior to entering into negotiations for a new Agreement on the format that negotiations for the new Agreement will take.

## **1.6 Coverage of this Agreement**

- 1.6.1** This Agreement shall apply to all employees of Logan City Council subject to the Awards and Agreements contained in Clause 1.7, provided that this Agreement shall not apply to the Chief Executive Officer (CEO), Directors or Managers engaged under Council's Executive Performance Management Scheme.
- 1.6.2** Apprentices will be employed under the terms of this Agreement read in conjunction with the *Order – Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*. Wages of apprentices will be established using the relevant percentages contained in the Order applied against the relevant base trade rate of pay listed in the schedules to this Agreement.

## **1.7 Relationship to Parent Awards and Agreements**

- 1.7.1** This Agreement shall be read and applied wholly in conjunction with the terms of the Parent Awards as listed below, provided that where there is any inconsistency between this Agreement or any Local Area Agreements under this Agreement and the Award, this Agreement or the Local Area Agreement shall prevail to the extent of that inconsistency. Provided that where this Agreement is silent, the relevant parent Award shall apply.
- 1.7.2** Parent Awards:
  - a) Queensland Local Government Industry (Stream A) Award – State 2017.
  - b) Queensland Local Government Industry (Stream B) Award – State 2017.
  - c) Queensland Local Government Industry (Stream C) Award – State 2017.
  - d) Order – Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.
- 1.7.3** Local Area Agreements:
  - a) Logan City Council Waste Transfer Station Operator Local Area Agreement.
  - b) Logan City Council Venues and Events Local Area Agreement.
  - c) Agreement to pay accumulated sick leave.
  - d) Waste Water Treatment Plant Operators wages and Allowances.
  - e) Plumbers Fares and Travel Allowance.

## **1.8 No Extra Claims**

The parties agree that, other than as provided under the approved Local Area Agreement process or as reflected in this Agreement, this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the employees and Unions party to this Agreement and Council will not pursue further claims during the term of this Agreement. This clause does not preclude increases that may occur as a result of reclassifications under the Award.



## **1.9 Implementing Local Area Agreements (LAA's)**

- 1.9.1** The parties recognise the need for “across the board” arrangements as outlined in this Agreement, together with supporting Local Agreements which address issues of concern for specific sections of the workforce.
- 1.9.2** Accordingly, it is intended that this be an overarching Agreement and that, progressively, a series of Local Area Agreements (hereafter called “LAA's”) may need to be developed to ensure that all Employees and Council have the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.
- 1.9.3** The aim of the LAA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- 1.9.4** LAA's are not intended to supplant or in any way derogate from the minimum work conditions set out in the parent Agreement. The parties recognise that a LAA may vary the conditions of employment; however, when viewed as a whole, the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the relevant Award.

## **1.10 Process for LAA's**

- 1.10.1** LAA's will be encouraged and implemented subject to the following requirements:
- 1.10.2** The majority (65%) of Employees covered by the introduction of a LAA must agree to the change.
- 1.10.3** The LAA will be in writing and will be subject to Agreement between the Council and the relevant Union(s), and signed by the Council and Branch/State Secretary of the relevant Union(s).
- 1.10.4** Development of the LAA will involve the Council, Council Employees directly affected and relevant Union/s.
- 1.10.5** The scope of areas covered by the LAA may include all of a service unit or a section or group of employees as determined by the parties. A LAA shall not be made in respect of an individual Employee.
- 1.10.6** Where local initiatives have implications for other Branches, employee representatives from those Branches will be invited to participate in the discussions.
- 1.10.7** Where local initiatives seek to alter the Award or this Agreement, the LAA will specify the clauses of the relevant Award and/or this Agreement to be overridden as a consequence of the operation of the LAA.
- 1.10.8** It is acknowledged by the parties that any Local Area Agreements agreed to during the life of this Certified Agreement will not form a part of this Certified Agreement, unless a variation to this Certified Agreement is made to incorporate its terms. However by approval of the relevant Union(s), a new LAA developed during the life of this Certified Agreement may come into operation prior to the Agreement's expiry, provided it does not disadvantage the employees involved.
- 1.10.9** All existing LAA's will form part of this Agreement. Refer to Part 9 to Part 13 (inclusive) of this Agreement.
- 1.10.10** The content of the LAA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace.
- 1.10.11** Any dispute relating to the operation of a LAA will be managed in accordance with the agreed procedures and the timelines under the Avoidance, Resolution and Settlement clause of this Agreement.
- 1.10.12** During the life of this Agreement, if the parties determine a LAA is required, consultation with the relevant Union will occur in regard to the process and content of such Agreement(s).

## **1.11 Definitions**

- 1.11.1** The following terms used throughout this Agreement shall have the meanings given below:
  - “Act” shall mean the Industrial Relations Act 2016.
  - “Award” shall mean any or all of the relevant Parent Awards as defined in clause 1.7.2 of this Agreement, hereinafter referred to as the Award/s.
  - “Order” shall mean the industrial instrument - Order – Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

“Commission” shall mean the Queensland Industrial Relations Commission.

“Council” shall hereafter mean Logan City Council.

“CPI” shall mean the annual March Brisbane Consumer Price Index annual rate as published in April of each year.

“Long birth-related leave” shall mean maternity leave or leave taken by an employee whose spouse has given birth to a child to enable the employee to be primarily responsible for the care of the employee’s child. This also extends to employees who are in an adoption or surrogacy arrangement by definition of the Act.

“Short birth-related leave” shall mean leave taken by employee who is responsible for the care of the child in connection with the birth of the child by the employee’s spouse after the birth of the child, or at the time the pregnancy ends, other than by the birth of a living child.

“QES” shall mean the Queensland Employment Standards contained in Chapter 2, Part 3 of the Act.

“On Call” shall mean that an employee is rostered to be available to respond within a reasonable time to a request to attend for emergency work which is in accordance with the employee's Position Description responsibilities and role.

“Call Out” shall mean the time from when an on call employee receives notification to commence emergency work until the time the employee returns home.

“Emergency Work” shall mean work that is required to be performed in emergent or unforeseen circumstances. Emergency work is not programmed work.

“Public Holiday” shall mean the declared public holiday(s) in the state of Queensland relevant to the Logan City area.

“RDO” shall mean Rostered Day Off.

## **PART 2: HOURS OF WORK AND OVERTIME**

### **2.1 Hours of Work and Overtime - General**

Hours of work and overtime provisions for all employees shall apply in accordance with the provisions of the relevant section of the Award unless specifically varied in this Agreement.

### **2.2 Rostered Day Off (Full Time Employees)**

- 2.2.1** Full time employees working a nine-day fortnight shall be entitled to a Rostered Day Off (RDO) in each fortnight. The RDO shall be either a Monday or Friday as may be mutually agreed, provided that Council may determine the RDO to be either a fixed Monday or Friday where for operational reasons a uniform RDO is required.
- 2.2.2** An RDO may be determined by Council to be a mid-weekday, where specific operational or customer service requirements necessitate uniform staffing levels across the working week. In the first instance expressions of interest will be sought in the affected area, and only where this cannot be satisfied, will Council exercise its discretion. In doing so, Council will ensure appropriate equity in terms of rostering for mid-week RDO. This proviso shall apply to Council's Customer Experience and Community Engagement Branch and may apply to other Branches in Council following consultation with the JCC and the relevant Unions.
- 2.2.3** Where an RDO falls on a public holiday, the RDO shall be moved to either the working day before or the working day after the public holiday.
- 2.2.4** The Council and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off or may agree to change the day on which an RDO is taken. Where such Agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first RDO was accrued. Consent to accrue or change rostered days off shall not be unreasonably withheld by either party.
- 2.2.5** Where the agreement to bank an RDO is not reached, and an employee is directed to work on an RDO without the ability to take an alternate date off then all work performed on an RDO in such circumstances shall be paid for at overtime rates.

### **2.3 Flexible Working Arrangements (All Employees)**

- 2.3.1** The ordinary hours of work shall be worked Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.
- 2.3.2** Notwithstanding clauses 2.4 to 2.7, Council and the relevant Union(s) may mutually agree to the introduction of a system of flexible working hours. A system of flexible working hours assists employees to combine work and family responsibilities, as well as providing productivity benefits, including the potential of improved customer service. Flexible hours can involve changing of starting and finishing times, RDOs, shift work, flexi-time, staggered hours, compressed working weeks and a range of other flexible working practices.
- 2.3.3** Any change of the standard hours outlined in clauses 2.4 to 2.7 to an alternate flexible working hours arrangement outlined above shall be by mutual Agreement in writing between the employee and relevant supervisor/manager provided that where a proposed flexible working hours arrangement involves a number of employees, the majority of such employees must agree to the change.
- 2.3.4** While staggering of hours of a limited number of employees or classifications over the full spread of hours shall still be permitted, Council will not adopt "split shifting" of employees so as to commence a substantial part of the workforce at the beginning of the day before 8.30 am and commence another substantial part of the workforce (more than 50%) so as to conclude at the end of the day after 5.30 pm.

### **2.4 Hours of work under the 9 day fortnight arrangement Stream A employees**

- 2.4.1** The standard hours will be worked as a 9 day working fortnight by employees working 36.25 hours per week as follows:-
  - 8.00 am - commence work
  - 10 minute tea break to be taken mid-morning - paid
  - 46 minute lunch break to be taken within 5 hours of start time - unpaid
  - 10 minute tea break to be taken mid-afternoon - paid
  - 5.00 pm - finish work
- 2.4.2** The maximum ordinary hours of duty shall not exceed 8 hours 14 minutes per day which shall include 10 minutes additional time worked per day to be banked and taken as Christmas Leave.

**2.4.3** Employees shall in accordance with the Award be required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise the available working time. Any change to nominated starting and finishing times shall only occur following consultation with the affected employees and where relevant their Union.

**2.4.4** Provided that Supervisors of 38 hour per week employees shall be paid an additional 1.75 hours per week at their ordinary rate to compensate for the additional hours worked above 36.25 hours per week.

## **2.5 Additional Variations to hours of work Stream A employees**

**2.5.1** Council may exclude employees defined in clauses 2.2 and 2.4 from this arrangement in accordance with the following criteria and processes:

- a) There is a regulatory or legislative requirement for the officer to be available for a 10 day period; or it would prejudice Council's efficient operation.
- b) The type of work or specialisation required to be performed by the employee is beyond the capacity of the resources of other employees at Council and alternative arrangements utilising other employees cannot be made without adversely affecting productivity and/or service levels of Council.
- c) The removal of employees from the 9 Day Fortnight Arrangement will not be used to avoid increasing employees' requirements to meet developing work demands or to circumvent the availability and delivery of training to other employees. Equally, and subject to Clauses (d, e and f) hereof, the retention of a person in a Key Position on the 9 Day Fortnight should not require additional or temporary employees to cover the absence of the officer on an RDO, nor the provision of training exceeding normal developmental standards generally expected in the context of the relevant Award and this Agreement.
- d) Council will provide the relevant Union with a list of Key Positions to which this criteria applies on a quarterly basis. A review of the Key Position Register will be undertaken quarterly through the JCC process to ensure the continuing applicability of the 10 day fortnight criteria. Key Positions may be nominated to a maximum of 100, as approval by the CEO, if the positions meet the above criteria and following consultation with the relevant Union. Positions may be deleted following consultation with the relevant Union if the position circumstances change and they no longer meet the Key Positions Criteria.
- e) Should the maximum 100 key positions be reached the parties agree to consult in relation to the operation of the cap, with the objective of adjusting the 100 key position limit in line with increases to Council's staff establishment. Where Council's establishment, on a year to year basis, grows, the JCC agrees to consult with the relevant Unions about increasing the cap to meet relativity requirements.
- f) If an occupied Key Position is currently worked on a 9 day fortnight, this shall remain in force and only convert to a 10 day fortnight if the existing incumbent is prepared to do so on a voluntary basis or when the position next becomes vacant. Council will monitor the work expected to be performed by incumbents in Key Positions to ensure they continue to meet the Key Position Criteria.
- g) Council will provide an employee who occupies a Key Position and who works a 10 day fortnight with a salary loading of 10% of the appropriate salary point of the substantive grading for their position.

## **2.6 Libraries & Creative Industries Branch Hours Stream A employees**

**2.6.1** The 9 Day Fortnight Arrangement will not be applicable to those employees engaged in Council's Libraries and Creative Industries Branch performing shift work in accordance with the Award.

**2.6.2** The Parties acknowledge that a number of Libraries and Creative Industries Branch positions (maximum of 20) may be required to operate on a regular rostered Tuesday to Saturday work arrangement, while other positions in this area will continue to be employed on a Monday to Friday basis.

**2.6.3** Employees currently working Monday to Friday may only have their hours altered by mutual Agreement.

- 2.6.4** The incumbents rostered to work Tuesday to Saturday shifts, are required to cover the spread of hours from 8.00 am to 8.08 pm. Employees required to finish any shift after 6.00 pm, will be paid a shift premium of 15% in addition to the employee's ordinary rate of pay for that day.
- 2.6.5** Where an employee is required to work a shift commencing on a Saturday as part of the normal Tuesday to Saturday shift roster, they will qualify for payment at their ordinary rate of pay for that day plus a 50% loading.
- 2.6.6** Employees required to work on a permanent Tuesday to Saturday shift arrangement will be paid for their annual leave at their projected roster rate when they proceed on such leave.
- 2.6.7** Employees engaged to work on the Tuesday to Saturday roster shall be paid at single time rates or time off in lieu, by mutual Agreement, for statutory holidays which fall on a Monday.

## **2.7 Hours of work under the 9 day fortnight arrangement Stream B and C employees**

- 2.7.1** The standard hours to be worked during the 9 day working fortnight by employees working 38 hours per week are as follows:
  - 6.45 am - Commence work
  - 20 minutes Morning Tea break paid
  - 45 minutes Lunch break to be taken within 6 hours of start time
  - 4.06 pm - Cease work
- 2.7.2** The maximum ordinary hours of duty shall not exceed 8 hours 36 minutes per day which shall include 10 minutes additional time worked per day to be banked and taken as Christmas Leave. Provided that starting and ceasing time specified above may be altered by mutual Agreement.
- 2.7.3** Employees shall in accordance with the Award be required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise the available working time. Any change to nominated starting and finishing times shall only occur following consultation with the affected employees and, where relevant, their Union.

## **2.8 Casual Employees**

- 2.8.1** Casual employees shall be engaged under the full provisions of the Award provided that casual employees (excluding employees covered by *Division 2 – Section 3 of the Local Government Industry Stream C Award – Nursing Services*), engaged under this Agreement shall work and be paid according to the starting and ceasing times of the standard hour's provision set out in clauses 2.4 to 2.7 before overtime applies. Nursing Services employees are regularly engaged to deliver services to the community outside the standard hours as stated in clauses 2.4 to 2.7. Accordingly, Council and Nursing Services employees will observe the Local Government Industry Award - Stream C provisions for Hours of Work and Related Matters for hours of duty, penalty and overtime provisions.  
  
Council guarantees that casuals will not be used to reduce the number of permanent full time, part time or temporary employees in Council.

## **2.9 On Call & Call Out Objectives**

- 2.9.1** The objectives of this provision are specifically to:
  - a) Recognise the criticality of the call out service and the importance of reasonable reimbursement for service provision;
  - b) Establish clarity and consistency across the Awards stated in Clause 1.7 of this Agreement, with regard to on call and call out allowance entitlements and payments;
  - c) Ensure provision of, and retention of employees to deliver, a functional on call service, with full employees participation and commitment to support a team approach to service delivery; and
  - d) Assist in efforts over time to achieve greater level of consistency in on call and call out arrangements for employees employed under various awards across Council.
- 2.9.2** On Call Communication & Transport
  - a) Subject to current Council policy and practice, employees who are placed on an on call roster shall be provided with effective network communication equipment and transport while on call.

### **2.9.3 On Call Allowance**

- a) Council may require an employee to be on call, or to perform work outside of the employee's agreed scheduled ordinary working hours, in accordance with an agreed roster and in accordance with the employee's Position Description responsibilities and role.
- b) An employee on call is required to hold themselves available to perform emergency work if required by Council. An employee rostered to be on call shall be paid an allowance of \$43.00 per day (On Call Allowance, applicable from 1 December 2021) when the employee is required to be available for emergency work.
- c) The On Call Allowance shall be increased annually as follows:
  - i) 1 year from date of certification of agreement \$44.00
  - ii) 2 years from date of certification of the agreement \$45.00
- d) Any person who cannot be reasonably contacted or refuses to perform on call duties for any reason on any day shall forfeit the on call allowance for that day.
- e) If an employee is required to be on call on a Public Holiday (including part day Public Holiday(s)), the employee leave records will be credited with 1 additional ordinary time day for each Public Holiday. When this time is taken as leave, the employee will be paid the equivalent of a day's pay at their ordinary rate of pay.
- f) If an employee is or becomes unfit to perform work (i.e., claims sick leave) for their ordinary hours of work they will be considered unfit to perform on call duties after hours, regardless if these duties are performed from home or not, unless they provide a certificate from a suitably qualified medical professional providing both the confirmation the employee is unfit for duty for their ordinary working hours and that they are fit to perform work outside of ordinary hours. For the sake of clarity, each day will be considered alone for the purposes of this clause.

### **2.9.4 Call Out Payment**

- a) If an employee, regardless of whether they are in receipt of a call out allowance, is required to travel to a workplace to perform necessary emergency work, all work performed by the employee shall be paid from the time of notification of the call out until the time the employee returns home. The payment received in these circumstances shall not be less than a minimum payment of 3 hours at double time.
- b) Where an employee, regardless of whether they are in receipt of a call out allowance, is called upon to perform emergency work remotely or from home, all work performed on that day shall be at the prescribed overtime rates under the relevant Award, from the time the employee commences the emergency work until such time the employee finishes the work. If an employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one half hour at the overtime rates prescribed under the relevant Award.
- c) An employee shall not be entitled to a minimum payment in respect of each call-out on the same day, or overnight, unless the equivalent hours equal to the minimum payment has elapsed, from the time when the employee had been previously recalled to work.
- d) Overtime worked by an employee in respect of this clause, shall not be regarded as overtime for the purposes of clause 2.10 of this Agreement where the actual time worked is less than 2 hours on such call out or on each subsequent call out.
- e) For the avoidance of doubt, planned overtime agreed in advance between an employee and Council is not within the scope of this clause and the relevant Award minimum payments shall apply.

## **2.10 Overtime Fatigue Break**

- 2.10.1** An employee who works so much overtime between the termination of the employee's ordinary work on 1 day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, be released after completion

of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**2.10.2** If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**2.10.3** Overtime worked in the circumstances specified, shall be regarded as overtime, when:

- a) the aggregated actual time worked is more than 2 hours on such call outs, or
- b) on evenings with multiple call outs at least one call out was received between the hours of 11pm and 5am.

For the avoidance of doubt, overtime worked that does not meet the criteria above will not be regarded as overtime for the purposes of a fatigue break.

## **PART 3: LEAVE PROVISIONS**

### **3.1 Leave Provisions – General**

Leave provisions for all employees shall apply in accordance with the provisions of the Act and supplemented by the Award unless specifically modified in this Agreement.

### **3.2 Equity of Long Service Leave and Personal Leave Entitlements**

Council commits to the equalisation to Long Service Leave and Personal Leave entitlements to the standard prescribed by the *Queensland Local Government Industry (Stream A) Award – State 2017*.

### **3.3 Personal Leave**

**3.3.1** Personal Leave Entitlements shall be recorded in hours and fractions thereof.

**3.3.2** The actual duration of such absence shall be deducted from personal leave entitlements.

**3.3.3** Employees shall be entitled to take the RDO, with no reduction in personal leave Credits.

**3.3.4** An employee who falls ill on the RDO shall not receive any further day off in lieu.

**3.3.5** Appointments being made to attend non urgent medical matters, e.g. routine medical or dental check-ups or other medical appointments which are not the result of an incapacity to perform work are to be made after hours, on weekends or on the employee's RDO, or by accessing their annual leave. Re-crediting of annual leave due to emergent incapacitation should be addressed under Clause 3.6.1.

**3.3.6** All employees who are unable to attend work due to illness on any work day or shift shall notify their immediate Supervisor, Manager or Director of their inability to attend work as soon as possible after normal starting time, but in any event, within half an hour of their normal starting time for the day or shift on which they are absent and shall, unless exceptional circumstances exist, advise of the reason for the absence and of the expected duration of such absence.

**3.3.7** Notwithstanding the above, employees are not expected, nor encouraged to present for work when they are clearly unwell and should always consult with their medical practitioner when they are unsure of whether to present for work. The aim of these measures is to reduce the level of lost productivity caused by unsatisfactory absences and not to force employees who are feeling genuinely unwell to present for work.

**3.3.8** An employee may elect with the consent of the employer to take annual leave for personal leave in single day periods not exceeding 10 days in any calendar year and may elect to defer the payment of annual leave loading until 5 consecutive days of annual leave are taken.

### **3.4 Payment of accumulated Sick Leave**

**3.4.1** In order to promote productivity and encourage employees who wish to reduce their sick leave absenteeism levels, Agreement has been reached to introduce a program, on a strictly voluntary basis, whereby for every 5 days of unused sick leave employees are entitled to accrue per sick leave year they will be paid 1 days' pay, with their sick leave balance reducing by 1 day.



**3.4.2** Accordingly employees may register, on a voluntary basis, for a payout of part of their unused sick leave whereby:

- a) For every 5 days of unused sick leave employees are entitled to accrue per sick leave year, employees will be paid 1 days' pay, with their sick leave balance reducing by 1 day; for example:

<i>Sick Leave Taken</i>	<i>Paid Entitlement</i>	<i>Sick Leave Balance Reduced By</i>
0 days	3 days	3 days
1-5 days	2 days	2 days
6-10 days	1 day	1 day
11-15 days	Nil	Nil

- b) Payment will be made in the first pay period following the employee's sick leave anniversary date.

**3.4.3** The initial entitlement for new employees who register upon commencement shall be calculated at their first anniversary date.

**3.4.4** The initial entitlement for existing employees who register shall be calculated for the 12 months from their next sick leave anniversary date to the following anniversary date.

**3.4.5** An employee's registration will be ongoing but can be withdrawn at any time by advising the Pay Office in writing.

### **3.5 Sick Leave Taken Prior To RDO**

In concert with Council's absenteeism reduction strategies, the parties agree that, subject to local management approval, employees will be able to elect, in the situation where they fall sick in a fortnight period prior to them taking their RDO, that the employee will have the option of working the RDO rather than using their sick leave entitlement. Where this occurs, the employee will receive their ordinary time earnings for the RDO worked and not overtime.

### **3.6 Sick leave Credit To Annual Leave**

**3.6.1** Employees who have been incapacitated during periods of annual leave, may claim a credit for that annual leave from their sick leave entitlements, provided that they produce an original copy of a signed medical certificate from a duly qualified Medical Practitioner stating the duration of the incapacity and covers a minimum of 1 working day for that employee. Where this occurs the employee's annual leave entitlement and sick leave entitlement will be re-credited accordingly.

**3.6.2** This clause will not apply if the illness was caused, or contributed to, by the employee's own negligence or their participation in sport, games or other activities in respect of which such employee receives any payment by way of fee or bonus.

### **3.7 Sick Leave Absenteeism Strategy**

**3.7.1** The parties acknowledge that personal leave entitlements are designed to assist and protect employees who are genuinely ill or injured.

**3.7.2** Managers or another direct line supervisor of the employee have access to specific absenteeism data relating to employees in their specific Branch and are required to manage sick leave absenteeism, in their area of control, on an ongoing basis.

**3.7.3** Managers or another direct line supervisor of the employee will review absenteeism data as it relates to employees under their control to determine any particular patterns emerging with respect to sick leave taken. This does not include Carer's leave.

**3.7.4** The following will constitute particular patterns:

- 1 or 2 full day absences either side of an RDO or a weekend or public holiday amounting to 4 or more occurrences in any 12 month period.
- 1 or 2 full day absences on a regular basis amounting to 5 or more occurrences in a 12 week period.
- 1 or 2 full day absences totalling 10 days or more in any 6 month period.

- 3.7.5** If any or all of the patterns above are occurring Managers or another direct line supervisor of the employee shall, in consultation with Council's People and Culture Branch:
- a) Meet with the employee to bring the pattern to the employee's attention;
  - b) Seek to understand any reasons for the absences that have led to the pattern;
  - c) Where reasonable provide the employee with the required support to enable them to address the pattern;
  - d) If appropriate, require the employee to submit a medical certificate or a Statutory Declaration for any or every subsequent absence on sick leave, before payment of sick leave is made for the following 12 month measuring period; and
- 3.7.6** Monitor the employee's absences for the following 12 months and provide updates to the employee as to their progress in addressing the pattern. In the event that a recurring pattern is observed in the subsequent 12 months Council may commence a formal process through the appropriate Management Directive(s).
- 3.7.7** Where, in consultation with the employee, it is determined that the services of Council's Employee Assistance Program may assist in re-establishing normal work patterns, employees will accept referral as an appropriate remedial action. Corporate absenteeism figures shall also be reported to the JCC on a quarterly basis to enable the parties to determine relevant strategies and actions to address emerging trends.
- 3.7.8** The above procedure does not operate to withdraw the Council's right to take termination action or other disciplinary action against any officer if that officer has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely sick.
- 3.7.9** Employees who are members of a recognised Union may request their Union Representative to be present at the interview in relation to absenteeism where managing diminished performance or discipline is being contemplated.

### **3.8 Carers Leave**

- 3.8.1** Any amount of an employee's personal leave accrual may be used as carer's leave, which is leave for the purposes of providing care for an immediate family or household member. For the purposes of this clause the term immediate family includes:
- a) Spouse, (including a former spouse, a de facto spouse and a former de facto spouse of the employee);
  - b) Child (including adopted child, foster child, step child or an ex-nuptial child) of the employee;
  - c) Parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 3.8.2** Notwithstanding clause 3.8.1 above, provided that a member of the immediate family or household is admitted to hospital, carer's leave, of not more than 1 day on each occasion, shall be granted under this provision to enable the employee to accompany and support the immediate family or household member.
- 3.8.3** The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 3.8.4** The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 3.8.5** An employee may take unpaid carer's leave by Agreement with the Council.
- 3.8.6** An employee taking unpaid carer's leave may with the consent of their employer work "make up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Award.
- 3.8.7** Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the

employee shall agree on the period. In the absence of Agreement, the employee is entitled to take up to 2 days (up to a maximum of 16 hours) of unpaid leave per occasion.

**3.8.8** Casual employees are entitled to carers leave in accordance with the Act.

### **3.9 Purchasing of additional annual leave**

**3.9.1** The parties have agreed that employees may apply for, and Council may consider, extended annual leave as an attractive alternative to the standard 4 weeks annual leave provided by Council. Subject to management approval and the operational needs of Council, employees may make application to extend their absence on annual leave by a minimum of 1 week or a maximum of 2 weeks each year, purchased on a weekly basis. Council shall not unreasonably withhold Agreement for employees to purchase of annual leave.

**3.9.2** If approval is given for this to occur, the employee's annual salary/wage will be divided by 52, then multiplied by the relevant divisor. This reduced annual salary/wage will then be the employee's annual salary/wage for all purposes of the Award and will be paid throughout the year, including when they proceed on annual leave. The 17.5% annual leave loading will be paid on the employee's normal salary/wage rather than at the reduced rate, to a maximum of 4 weeks paid annual leave.

**3.9.3** Reduced salary has superannuation impacts and employees wishing to avail themselves of this provision will need to be satisfied as to the superannuation rules that will apply and meet any financial consideration as necessary.

### **3.10 Pro-rata Annual Leave / Part day Annual Leave**

The parties agree that subject to prior approval, annual leave may be taken prior to the due date of the employee's entitlement to annual leave. In such cases the leave entitlement shall be calculated on a pro-rata basis. The parties further agree that subject to prior approval, annual leave may be taken in single days or part of a single day not exceeding a total of 10 days in any calendar year. Employees granted leave under this arrangement must have accrued the leave prior to its being taken.

### **3.11 Christmas Leave**

**3.11.1** In order to facilitate a closedown (excluding skeleton staff requirements) period at Christmas, all employees, excluding casuals, will be required to work additional time each working day to accumulate 4 days as paid time to be taken during the Christmas Closedown period.

**3.11.2** This arrangement shall operate as follows:

- a) Full time employees working a 9 day fortnight shall work an additional 10 minutes per day; or
- b) Full time employees working a 10 day fortnight shall work an additional 8 minutes per day; or
- c) Full time employees working any other fortnightly hours arrangement, shall work additional time sufficient to accrue 4 paid days of Christmas Leave.
- d) Part time employees shall work an additional 8 minutes per day.

**3.11.3** The above accumulated time will be credited for full time employees at the rate of 1 day's ordinary time for each employee in employment as at the following dates; 14 February, 16 May, 15 August, and 15 November in each year. Part time employees will accrue 8 minutes Christmas Leave per rostered shift worked.

**3.11.4** An employee requested to work during the Christmas period shall have the option to take the time accumulated in clause 3.11.2 at a mutually convenient time prior to 31 May of the following year or have the leave paid out at a time of the employee's choosing but no later than 31 May of the following year. All Christmas leave balances remaining shall be paid to employees in the next pay run following 31 May.

**3.11.5** In the event an employee has not accrued sufficient time to equal their normal roster then they may take annual leave to make up the equivalent time to their normal roster for that closedown week.

**3.11.6** An employee who leaves Council's employ during the year shall be paid for the time accumulated at the employee's ordinary time rate.

### **3.12 Long Service Leave at Half Pay**

**3.12.1** The parties have agreed that on a voluntary basis employees may apply for, and Council may consider, applications for Long Service Leave to be taken at half pay.

**3.12.2** Having regard to Council's operational and organisational resourcing requirements, where approval is given for Long Service Leave to be taken at half pay it must also be taken at twice the period the employee would normally be required to take such Long Service Leave on full pay. The salary or wage rate applicable in these circumstances is therefore effectively apportioned over the total period of Long Service Leave taken, at the rate of half pay.

**3.12.3** Taking long service leave at half pay has superannuation impacts. It is therefore necessary for employees to satisfy themselves that they are complying with the superannuation rules and where necessary make financial adjustments to meet those rules.

### **3.13 Long Service Leave Taken as ordinary working week**

The parties have agreed that, and subject to Council's operational requirements, employees will be permitted to take Long Service Leave for a minimum period of one ordinary working week, including those agreed to as a flexible work arrangement, at any one time. This is conditional on the employee having completed sufficient continuous service and having an accrued Long Service Leave entitlement to cover such absence.

### **3.14 Pro-Rata Long Service Leave**

**3.14.1** Employees who have completed 5 years continuous service with Council, shall be entitled to take a period of long service leave up to the equivalent of accrued long service leave. This leave must be taken in accordance with Clause 3.13 of this Agreement i.e., in not less than one ordinary working week. Provided that this leave shall be recovered from an employee's accumulated leave entitlements and any salary/wages held in hand in the event they terminate prior to reaching 7 continuous years' service with Council.

**3.14.2** Where there has been service with a prior relevant entity (see definition below), the payment of the above pro rata long service leave entitlements shall be subject to there being sufficient credit received by Council from such previous employing relevant entity. A "relevant entity" in accordance with the *Queensland Local Government Regulations 2012* is:

- a) a local government; or
- b) a distributor-retailer; or
- c) a water entity; or
- d) another entity that is controlled or owned by a local government.

### **3.15 Payment of Long Service Leave Entitlements in Hardship Cases**

The parties have agreed that employees may seek the Agreement of Council to pay out long service leave in hardship circumstances.

### **3.16 Bereavement and Compassionate Leave**

**3.16.1** For the purposes of this clause the term immediate family includes:

- a) Spouse, which includes a former spouse, a de facto spouse and a former de facto spouse of the employee; and
- b) Child (including adopted child, foster child, step child or ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**3.16.2** Council acknowledges that the above definition of immediate family or household member may not always cover the diverse and varying range of potential personal circumstances that may exist for employees in relation to family and caring responsibilities. Employees with extraordinary circumstances may make application for Bereavement Leave for the purpose of this clause to be determined at the discretion of Council.

### **3.17 Paid Bereavement and Compassionate leave Entitlement**

**3.17.1** A full time employee is entitled to up to two days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer) of the death of either a member of the employee's immediate family or household.

**3.17.2** A part time employee is entitled to 2 days bereavement leave without loss of pay, up to a maximum of 16 hours on the same basis as prescribed for full time employees in clauses 3.17.1 and 3.17.3 except that leave is only available where a part time employee would normally work on any of the 2 working days following the death.

- 3.17.3** Where an employee is required to travel excessive distances to attend a funeral, Council is prepared, on compassionate grounds, to treat each case on its merits. This could result in employees receiving additional paid bereavement leave above their 2 days Award entitlement on each occasion there is a death of an immediate family or household member and excessive travel is involved within or outside of Australia.
- 3.17.4** Subject to Council's ability to provide service continuity, full time and part time employees will be entitled to attend the funeral for a current Council employee for which they maintained a close working relationship and have such time taken for this purpose recognised as paid bereavement leave. Notice of intention to attend the funeral must be given as soon as possible with approval to attend received prior to the date of the funeral.
- 3.17.5** Full time and part time employees are entitled to 2 days compassionate leave on full pay (in accordance with clause 3.17.1 and 3.17.3) on each occasion when a member of the employee's immediate family or household—
- a) Contracts or develops a personal illness that poses a serious threat to the person's life, or
  - b) Sustains a personal injury that poses a serious threat to the person's life.

### **3.18 Unpaid Bereavement and Compassionate Leave Entitlement**

- 3.18.1** Where a full time or part time employee has exhausted all bereavement or compassionate leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement or compassionate leave. The employer and employee should agree on the length of the unpaid leave. In the absence of Agreement, an employee is entitled to take up to 2 days unpaid leave.
- 3.18.2** The employer and a casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of Agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e., 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 3.18.3** An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **3.19 Paid Parental Leave**

- 3.19.1** Eligible employees can access one of either paid short birth related leave or paid long birth related leave in connection with a birth, adoption or surrogacy arrangement of a child/children.
- 3.19.2** This is in addition to the existing parental leave entitlements available under the Act.
- 3.19.3** The total period of parental leave cannot extend beyond the maximum period of parental leave under the Act.
- 3.19.4** Whilst on Paid Parental Leave an employee's entitlements continue to accrue as if they were at work.

### **3.20 Paid Long Birth Related Leave**

- 3.20.1** Paid long birth related leave under this Agreement will be available for eligible employees in the following terms after a period of 12 months' continuous service:
- a) 1-3 years' Logan City Council service - 8 weeks paid long birth related leave
  - b) 4-6 years' Logan City Council service - 12 weeks paid long birth related leave
  - c) >7 years' Logan City Council service - 14 weeks paid long birth related leave
- 3.20.2** Full time and part time employees may take paid long birth related leave at double the length and half the pay.

### **3.21 Paid Short Birth Related Leave**

Paid short birth related leave under this Agreement will be paid to a maximum of 5 days.

### **3.22 Domestic and Family Violence Leave**

- 3.22.1** Council is committed to providing a safe workplace for all employees. Council aims to support employees who are involved in domestic violence. Domestic and family violence is an extremely sensitive issue that affects individuals, families, and communities.
- 3.22.2** The Parties to this Agreement commit to the following principles that underpin this clause:

- a) Paid leave for employees experiencing domestic and family violence as outlined in this clause;
  - b) Confidentiality of employee details;
  - c) Enabling Zero Harm by having safety planning strategies to ensure protection for employees;
  - d) Support for employees affected by domestic and family violence by providing information and referral to a professional external agency;
  - e) Support for employees to access relevant leave/flexible work arrangements;
  - f) Training for Contact Officers to direct employees to available support such as EAP and other services; and
  - g) Protection against adverse action, discrimination, harassment or bullying as a result of any disclosure, experience or perceived experience relating to domestic and family violence.
- 3.22.3** Council will also provide employees and their immediate family members with access to the Employee Assistance Program (EAP) which provides free confidential counselling (face to face, telephone or online) and access to a wide range of information and support resources. It is available to all Council employees and their immediate family members (those residing in the same household).
- 3.22.4** An employee, other than a casual employee, is entitled to ten (10) days of domestic and family violence leave on full pay in a year if:
- a) The employee has experienced domestic violence; and
  - b) The employee needs to take domestic and family violence leave as a result of the domestic violence.
- 3.22.5** A long term casual employee is entitled to ten (10) unpaid days of domestic and family violence leave in a year if:
- a) The employee has experienced domestic violence; and
  - b) The employee needs to take domestic and family violence leave as a result of the domestic violence.
- 3.22.6** A short term casual employee is entitled to two (2) unpaid days of domestic and family violence leave in a year if:
- a) The employee has experienced domestic violence; and
  - b) The employee needs to take domestic and family violence leave as a result of the domestic violence.
- 3.22.7** Without limiting clauses (3.22.4), (3.22.5) or (3.22.6), the employee may need to take domestic and family violence leave if the employee is:
- a) Recovering from an injury caused by the violence; or
  - b) Attending an appointment related to the violence, including an appointment to attend counselling, to obtain legal advice, for medical treatment or with police officers; or
  - c) Preparing for a court appearance related to the violence; or
  - d) Attending court for a proceeding related to the violence; or
  - e) Finding housing that is necessary because of the violence; or
  - f) Organising child care or the education of a child that is necessary because of the violence.
- 3.22.8** If an employee has exhausted the entitlement under clauses (3.22.4), (3.22.5) or (3.22.6), the employee may, with the Council's agreement, take additional days of unpaid domestic and family violence leave.
- 3.22.9** Domestic and family violence leave may be taken for part of a day.
- 3.22.10** An employee's entitlement to domestic and family violence leave under clauses (3.22.4), (3.22.5) or (3.22.6), does not accumulate from year to year.

- 3.22.11** The Council must not fail to re-engage a long term casual employee or short term casual employee only because the employee has taken domestic and family violence leave.
- 3.22.12** In this section — day, for an employee mentioned in clause (3.22.4) who is paid on the basis of the number of hours worked, means one-fifth of the number of the employee's ordinary hours of work for a week, averaged over each completed six (6) weeks of employment with the Council.
- 3.22.13** An employee's entitlement to domestic and family violence leave is conditional on the employee giving the Council notice of:
- a) The employee's absence from work; and
  - b) If it is possible to notify the Council before the leave is taken - the approximate period the employee will be absent.
- 3.22.14** The employee must give the Council notice under clause (3.22.13):
- a) Before or on the day the employee is to take the leave; or
  - b) If it is not possible to notify the Council before the leave is taken - during the leave or as soon as possible after the leave ends.
- 3.22.15** Council may ask an employee to give it evidence that the employee has experienced domestic violence and needs to take leave as a result.
- 3.22.16** The employee must comply with the request.
- 3.22.17** Without limiting clause (3.22.16), the employee may comply with the request by giving the Council:
- a) Evidence from the police; or
  - b) Evidence of a legal proceeding or a court report; or
  - c) Evidence from a doctor or other health practitioner; or
  - d) A report from a counsellor; or
  - e) Written advice or a statutory declaration from the employee.
- 3.22.18** If Council receives evidence under this section, Council must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

### **3.23 Cultural Leave**

Council recognises that diversity enhances the workplace and aids equal opportunity and anti-discrimination. In recognition of this, Council extends the cultural leave provisions of the Act to any employee who wishes to engage in a cultural tradition, custom or ceremony.

### **3.24 Special Leave**

- 3.24.1** In exceptional circumstances Special Leave may be granted by the CEO in consultation with Council. Special Leave may be granted in circumstances including:
- a) the World Health Organisation (WHO) declaration of a pandemic,
  - b) a severe weather or natural disaster event,
  - c) any other exceptional circumstance as approved by the CEO.
- 3.24.2** Unless already described within this clause, the particulars of the Special Leave granted, (inclusive of eligibility and application requirements, paid or unpaid components, the amount of Special Leave that can be accessed, whether the Special Leave is cumulative or non-cumulative etc.), shall be determined by the CEO at the time the exceptional circumstance or event presents.
- 3.24.3** In order to access Special Leave employees on each instance of application are required to notify their supervisor as soon as is reasonably practicable of the requirement to take such leave, inform them how long they intend to take this leave and supply evidence that would satisfy a reasonable person of their eligibility to take such leave.

### **3.25 Special Leave - Natural Disaster or Severe Weather Event Leave**

- 3.25.1** Where a declared natural disaster or severe weather event occurs e.g., a flood, cyclone, severe storm, bushfire or earthquake event, employees shall be permitted to take up to a maximum of 5 days leave without loss of pay. The determination of what constitutes a severe weather event will be at the sole discretion of the CEO.

- 3.25.2** The philosophy behind Natural Disaster or Severe Weather Event Leave is that it is always the responsibility of the employee to attend and travel to and from work. It is not the responsibility of Council to ensure that the employee can get to work nor does Council have any control over where an employees' usual place of residence is located or where they choose to spend their leave or non-working hours.
- 3.25.3** If the employee elects to live in a location where a small creek on their property regularly blocks access and/or egress from their residence or in an area where local road access is impacted by regular storms, then this is not the responsibility of Council and leave would not normally be granted under this clause. The benefits under this clause are intended for use when a declared natural disaster or severe weather event affects the broader community.
- 3.25.4** Natural Disaster/Severe Weather Event Leave may be granted in the following circumstances:
- a) an employee is unable to perform the required functions and reasonable duties or where continuing to work under extreme conditions is unadvisable or not practical;
  - b) an employee is unable to attend work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there and it is not practicable for the employee to attend for duty at another LCC office or depot;
  - c) an employee is required to return to his/her home before the usual ceasing time to ensure his/her own safety, the protection of family and property or the availability of transport facilities which may be disrupted or discontinued because of an impending natural disaster or severe weather conditions;
  - d) an employee must out of necessity remain at home to safeguard family or property as a result of a natural disaster or severe weather conditions; or
  - e) an employee remains at home to have temporary repairs effected, restore belongings, clean up etc. as a result of a natural disaster or severe weather conditions.



## PART 4: REMUNERATION

### 4.1 Wage/Salary Increases

Council agrees to pay employee wage/salary increases as detailed below during the term of this Agreement and the wage/salary increases will be applied following the operative date.

Operative Date	Increase Amount
1 December 2021	2.5%
1 year after the date of certification of the agreement	2.5% or CPI (whichever is greater, to a maximum of 3%)
2 years after the date of certification of the agreement	2.5% or CPI (whichever is greater, to a maximum of 3%)

### 4.2 Schedule of Wages

The minimum annual rate of salary payable to employees not subject to salaries contained within a LAA or other agreement in this Agreement are set out in Part 14 of this Agreement.

### 4.3 Superannuation

**4.3.1** From the commencement of the first full pay period two (2) years after the date of certification of the Agreement, and until amended by a replacement agreement, Council will contribute 12.25% or the amount specified in the *Local Government Regulation 2012 (Qld)*, whichever is greater, on behalf of its employees to their nominated superannuation fund. This entitlement is conditioned upon an employee making the required personal contributions under the *Local Government Regulation 2012 (Qld)*.

**4.3.2** In an event that the employee does not make a choice of superannuation fund, Council will endeavour to locate an existing stapled fund, however if a stapled fund cannot be located the default superannuation fund will be Local Government Superannuation Plan (Qld) (LGIA Super).

### 4.4 Adjustment to Allowances and Other Conditions

Variations to Award Allowances which occur during the life of this Agreement and not otherwise dealt with by this Agreement or in Local Area Agreements made under this Agreement shall be applied in respect to their terms. Allowances which appear in Local Area Agreements shall be adjusted by the same method as is applied to Award allowances.

### 4.5 Higher Duties

**4.5.1** Higher Duties provisions for 36.25 hour per week employees shall apply in accordance with the provisions of the Award and only where relieving duties are performed for more than three (3) days at a time.

**4.5.2** In the event that the period of relief is planned for longer than 3 days, then the higher rate shall apply from the first day of relief.

**4.5.3** A 38 hour per week employee required to act up from their substantive position into a 36.25 hour per week position will receive higher duties under this provision from the first day of relief.

### 4.6 Payment of Salary/Wages

**4.6.1** The parties agree that all salaries/wages shall be paid in full fortnightly. Casual work may, by mutual consent, be paid for as above, or at the termination of each engagement.

**4.6.2** Provided that payment may be made by use of the following methods:

- a) Electronic Funds Transfer (EFT) directly into the employee's account(s) in any financial institution(s) nominated by the employee, which has that facility without cost to the employee; and
- b) Cheque/cash only in emergent situation.

### 4.7 Salary Packaging/Salary Sacrificing

**4.7.1** Salary Packaging is an Australian Taxation Office (ATO) approved means of restructuring an employee's income to enable them to reduce their income tax liability. The parties agree that all employees will be given an opportunity to participate in salary packaging/salary sacrifice

arrangements to be reflected in the Management Directive titled 'Salary Packaging/Salary Sacrifice - All Staff'.

**4.7.2** The salary rates prescribed in this Agreement may be taken by means other than money by an Agreement that:

- a) Complies with current taxation rules;
- b) Is of no additional cost to Council now, or at some future time;
- c) Is to be no less favourable to the employee (when considered as a package) than the entitlements otherwise available under this Agreement.

**4.7.3** It shall be subject to the following provisions:

- a) The salary packaging Agreement, the terms and conditions of which shall be in writing signed by both the employer and employee, shall detail the components of a total remuneration package. A copy of the signed Agreement shall be made available to the employee.
- b) The configuration of the salary package shall remain in force for the period agreed between the employer and employee.
- c) Where at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised by Agreement between the employer and employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to the usual taxation requirements.
- d) A salary for superannuation purposes shall be the salary as provided in this Agreement.

**4.7.4** The types of items available to employees to salary sacrifice shall be those items approved, from time to time, by the maximum provisions of the Australian Tax Office.

#### **4.8 Income Protection and Union Membership Fee Payroll Deduction**

Employees may elect for their union membership fees to be deducted from their wages. In addition, each Union party to this Agreement shall nominate a preferred income protection insurance service. Once that insurer has been nominated, the Council shall put the necessary administrative arrangements in place to allow employees to have payments to the income protection scheme deducted from their pay. Any fee charged to Council for these services will be passed on to employees.

## **PART 5: DISPUTE AVOIDANCE, RESOLUTION AND SETTLEMENT**

### **5.1 Dispute Avoidance, Resolution and Settlement Procedures**

- 5.1.1** Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any disputes may be resolved quickly to maintain efficient and sound working relationships.
- 5.1.2** In the event an employee has a dispute arising in connection with their employment with Council or this Agreement the following procedures shall be applied:
- Step 1: Any employee or employees with a dispute will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee may request Union representation.
  - Step 2: If the dispute is not resolved at this level, the employee/s may raise the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an elected workplace delegate and/or an authorised employee of the appropriate Unions.
  - Step 3: Should the grievance remain unresolved, or be sufficiently serious, the dispute should then be referred in writing to Council and if so desired by either party an authorised officer of the Unions who will attempt to facilitate a resolution.
- 5.1.3** If after the above steps the matter remains unresolved, the dispute may be referred to the Queensland Industrial Relations Commission (QIRC) for conciliation, and if the matter remains unresolved arbitration, subject to the Commission having the jurisdiction to deal with the matter.
- 5.1.4** The parties agree that any arbitrated decision by the QIRC will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.
- 5.1.5** Whilst the dispute resolution procedure is being followed, the "status quo" continuation of work and customary work practices shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such times as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.
- 5.1.6** Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment.
- 5.1.7** Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.
- 5.1.8** Where practical, the above steps shall take place within 7 working days.
- 5.1.9** All parties shall give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to prompt settlement of the matter.
- 5.1.10** The above procedures do not restrict the Council or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

## **PART 6: COMMUNICATION AND CONSULTATION**

### **6.1 Joint Consultative Committee (JCC)**

Council and the unions, who are party to this Agreement, agree to establish and maintain a JCC.

### **6.2 Purpose of the Committee**

- 6.2.1** The purpose of the JCC is to act as the primary consultation and industrial relations forum between management and unions concerning relevant employment and industrial matters at the Council.
- 6.2.2** Unions and management are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation will provide employees, with an opportunity, through their unions and committee representatives, to participate fully in decisions which impact on their working lives and improve productive performance.
- 6.2.3** The parties commit to the effective operation of the JCC of Council and will provide the necessary support to successfully implement its agreed terms of reference charter.

### **6.3 Structure and Composition**

The JCC comprises representatives of Council management, and Union Officials and Union Delegates from the unions listed as parties to the Agreement who represent employees.

### **6.4 Terms of Reference**

- 6.4.1** The JCC shall meet regularly and at least on a quarterly basis, to receive and review information about Council and its workforce.
- 6.4.2** The JCC shall also consider relevant industrial and employment matters that may impact the workforce, including but not limited to:
  - a) Notification and clarification of human resource and other employment policies, procedures and guidelines which impact across Council employment or result in significant workplace change.
  - b) Any workplace issues that have the potential to impact on employees including individual work units, divisions or the entire organisation.
  - c) Monitoring and reviewing the implementation of this Certified Agreement.
  - d) Undertaking specific responsibilities and activities in accordance with this Certified Agreement.
  - e) Receiving workforce statistics.
- 6.4.3** The JCC will be provided with all relevant data which identifies the incidence and trends of all workplace health and safety occurrences in Council and will initiate appropriate strategies to remove any adverse trends. All employees will commit themselves to the initiated strategies and set objectives.
- 6.4.4** Through the life of the Agreement, parties to the Agreement will nominate committee representatives to meet within 3 months of the certification of this agreement to establish a charter to address Apprentice/Trainee issues with Council. The committee would meet quarterly for the first year of the agreement, then annually after that for the term of the Agreement.

### **6.5 Chairperson**

JCC Meetings shall be chaired on a rotational basis between management and union representatives.

### **6.6 Agenda**

All members of the JCC can submit agenda items for discussion. All relevant written information and documents must be circulated with the agenda to members of the committee at least one week prior to the meeting.

### **6.7 Minutes**

- 6.7.1** Council will provide a secretary for the purpose of taking minutes at each meeting.
- 6.7.2** The secretary to the JCC will be responsible for the production of the minutes of the meeting.
- 6.7.3** A copy of the minutes will be made available within one week of the meeting to all JCC members.
- 6.7.4** Council will also post the minutes upon council's intranet for viewing by employees.
- 6.7.5** The minutes will be formally accepted at the next meeting of the committee.

## **6.8 Combined Union Summit**

- 6.8.1** A Combined Union Summit is operational at Council for the purpose of negotiating the Agreement and to provide employees representation on the JCC.
- 6.8.2** The Combined Union Summit shall consist of employee representatives of each of the Unions having Award coverage within Council, (with a minimum of a representative from each of the 4 principal Unions) elected by employee members of each Union.

## **6.9 Union Encouragement Clause**

At the point of engagement, Council shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the QIRC and applies to all employees employed by Council who are covered by the Agreement.

## **6.10 Entitlements Of Union Delegates**

- 6.10.1** In establishing an appropriate relationship between the Council and the Unions, all Union delegates, subject to the discretion of the CEO, will be afforded the following entitlements:
  - 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;
  - c) To consultation and access to reasonable information about the workplace and business;
  - d) To reasonable paid time to represent the interests of members to the employer and industrial tribunals;
  - e) To reasonable paid time during normal working hours to consult with Union members provided prior approval to do so is obtained from Management, and will not unduly interfere with the work in progress. A request for this time will not be unreasonably withheld;
  - f) To place Union Bulletins and related Union information on noticeboards. Conditional the Bulletins and other information does not reflect negatively towards Council or its employees.

## **6.11 Posting Agreement and Association Notices**

- 6.11.1** Council shall provide a portion of a notice board in nominated work locations for unions to post notices and a current copy of this agreement for perusal by employees during their own time.

## **6.12 Trade Union Training Leave Entitlement**

- 6.12.1** Upon written application by an employee to Council such application being endorsed by the industrial organisation and giving to the Council reasonable notice, such employee shall be granted leave at ordinary time earnings, to attend courses and seminars at agreed formal Trade Union training.

## **6.13 Conditions of Trade Union Training Leave**

The granting of such leave shall be subject to the following conditions:

- a) To be eligible for this leave, an employee who is a recognised workplace delegate, must have at least 12 months uninterrupted service with the Council prior to applying for such leave.
- b) The Union parties to this Agreement shall be entitled to have their recognised workplace delegates access paid leave on the following basis:
  - i) Union parties with coverage of over 100 eligible employees are entitled, for the purposes of this clause, to 4 recognised workplace delegates;
  - ii) Union parties with coverage of less than 100 eligible employees are entitled, for the purposes of this clause, to 2 recognised workplace delegates.
- c) Each recognised delegate shall be entitled to access up to 5 paid days leave in each calendar year. For the purposes of this clause a 'day' shall mean the ordinary hours of work which happen to fall on the day/s for which the trade union training is requested, as per the employee's substantive roster, or current approved flexible work arrangement roster.

- d) A Union party to this Agreement may make application to the CEO for approval of additional training of delegates above the number of agreed days specified above outlining the reasons for the request.
- e) The granting of such leave shall be subject to the convenience of the Council and such that the operations of the Council will not be unduly affected. Demands in this respect will be determined by Management.
- f) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Council's operations.
- g) In granting such paid leave, the Council is not responsible for any additional costs (such as travel time, meals or accommodation, or higher duties payments).
- h) Leave granted to attend agreed formal Trade Union courses will not incur additional payment if such course coincides with the employee's fixed day off or with any other concessional leave.

## **PART 7: MANAGING ORGANISATIONAL CHANGE, EMPLOYMENT SECURITY AND TRANSMISSION OF BUSINESS**

### **7.1 Managing Organisational Change - Notification and Consultation**

- 7.1.1** All provisions of this Part shall apply to the various Directorates of Council and to salary and wage employees employed by the Council, provided that Sections 7.2 to 7.8 shall not apply to the following categories of employees:
- a) Employees engaged for a specific period of time, or for a specific project, or projects where the finishing date is specified at the commencement of employment and not extended for any reason other than to complete specific project(s);
  - b) Casual employees;
  - c) Employees engaged under Council's EPMS arrangements;
  - d) Employees whose termination is in accordance with disciplinary action;
  - e) Employees whose termination is in accordance with ill health retirement; and
  - f) Employees on probation where this relates to the employee's initial appointment to the Council.
- 7.1.2** Where Council proposes to make changes to its organisational structure or the way in which work is performed or services are delivered to the Community, and those changes are likely to have significant effects on employees, Council shall, before making a decision to introduce such changes, notify affected staff and relevant unions of the proposed changes.
- 7.1.3** An organisational change is likely to have 'significant effects' on an employee(s) if it is likely to result in:
- a) The termination of the employment of employees; or
  - b) A major change to the composition, operation or size of the Council's workforce, or the skills required of employees; or
  - c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) An alteration of hours of work; or
  - e) The need to retrain employees; or
  - f) The need to relocate employees to another workplace; or
  - g) The restructuring of jobs.
- 7.1.4** Consultation shall commence as early as practicable after notification has been made to affected employees and relevant Union(s). Consultation with the employees affected and the relevant Union(s) on the proposed changes shall include:
- a) the reasons for Council considering that positions are likely to be significantly affected;
  - b) the effects the proposed changes are likely to have on the employees, and including the number, classification, location and details of the significantly affected positions;
  - c) measures to avert or mitigate the adverse effects of such changes on the employees concerned;
  - d) measures that could be taken to remove or reduce the incidence of positions becoming redundant;
  - e) redesignation, retraining and redeployment prospects for the employees concerned;
  - f) the appropriateness of using Voluntary Redundancy (VR); and
  - g) the method of identifying positions as redundant, having regard to the efficient and economical workings of the Council.
- 7.1.5** The consultation process will provide sufficient time (a minimum of 2 weeks) for parties to consider and respond to the relevant information of the proposed change. Council will be guided by the

outcome of the consultation process to make a final decision on the organisational change to be implemented.

## **7.2 Managing Organisational Change - Employee Support Processes**

- 7.2.1** Throughout a process of organisational change, management shall provide as much support and assistance as practicable to employees to enable them to participate effectively in the change and to make employment transitions.
- 7.2.2** It is recognised that the change process can be extremely stressful for all employees of the Council.
- 7.2.3** Actions that may be taken to provide support and to minimise stress may include:
  - a) informing employees of the changes that are occurring in the workplace as soon as possible, and providing reasons for why the changes are necessary;
  - b) listening to and being empathetic with employees' concerns regarding the change process;
  - c) developing, organising and facilitating various courses to assist the employees involved in the change process. Examples of such courses could include: coping with change, understanding change, stress management, career planning, resume writing and interviewing skills (in situations where long serving employees are involved the option of the Council's counselling service should be considered);
  - d) assisting employees by providing advice and actively assisting and supporting them to pursue redeployment opportunities;
  - e) providing redeployees with information as to the process that will be followed in seeking alternative employment for them; and
  - f) promoting and facilitating the use of the Council's Employee Assistance Service as a resource for individual confidential counselling.
- 7.2.4** Council may wish to engage outplacement specialists or otherwise source suitable external employment for displaced employees as a result of organisational change. This option may be a suitable alternative or addition to extending the redeployment process outlined, where the likelihood of finding a suitable internal role remains low.

## **7.3 Managing Organisational Change - Post implementation management of staff whose roles have undergone significant change**

- 7.3.1** In the first instance when a structure is proposed, Council shall, where possible, redesignate "like" positions into the proposed structure.
- 7.3.2** The term "redesignate" refers to a change of the title or part of the title of an establishment position. Redesignation should be used when the duties of the position are not substantially changed and the classification level remains identical. The process of redesignation enables the employee who held the position, prior to it being redesignated, to be directly appointed to the redesignated position in the new structure. This is an efficient method to manage organisational change and is an acceptable practice provided that the classification of the redesignated position has not changed and the employee has already demonstrated that he or she meets the selection criteria of the redesignated position.
- 7.3.3** As soon as it is evident that organisational change will necessitate a change in structure, training and development opportunities should be utilised for employees likely to be significantly affected. The purpose of training is to assist employees to further develop existing skills, or to develop new skills, in order to enhance eligibility for appointment to new positions within the organisation's structure.
- 7.3.4** All training provided should be in accordance with the Council's Organisational Development Program.

## **7.4 Managing Organisational Change - Post Implementation Management of Staff Deemed Surplus to Requirements**

- 7.4.1** Redeployment processes shall commence when Council deems an employee to be surplus to the requirements of the organisation and the provisions contained within 7.3 above have not been enacted or successful. The objective of the redeployment process in the first instance shall be to redeploy an employee into another position by Agreement.
- 7.4.2** Redeployment and retraining are processes that provide continued employment and the redeployment and retraining process shall be completed before consideration of voluntary retrenchment.
- 7.4.3** Until the redeployment process is completed, employees are to be given meaningful work.



- 7.4.4** Prior to initiating any recruitment activity, Council shall be satisfied that there are no suitable redeployees to fill the vacancy. People & Culture Branch team members will notify hiring Managers of any potential suitable redeployees upon initiation of the request to recruit.
- 7.4.5** Assessment of a redeployee shall be in terms of suitability with regard to the selection criteria as opposed to relative merit. Where a number of redeployees are being considered for a single position, relative merit shall be used as the basis for determining the selection.
- 7.4.6** Redeployment to a lower level role via agreement may occur subject to salary and wage maintenance provisions contained within this Agreement.
- 7.4.7** All surplus employees are to be redeployed unless a VR offer is made by Council at its discretion, subject to clause 7.7. All reasonable steps must be taken to redeploy the employee who is surplus to requirements.
- 7.4.8** Redeployees are entitled to:
  - a) reasonable time off and travel reimbursement to attend job interviews;
  - b) exceed maximum leave accruals;
  - c) resume writing support;
  - d) relevant retraining opportunities
- 7.4.9** The timeframe to complete the redeployment process is 6 months from the date of identification of the position as no longer required by Council. After 6 months the redeployment process shall be reviewed by Council and can be extended for an additional 6 months.

## **7.5 Managing Organisational Change - Employees' Rights and Obligations**

- 7.5.1** Employees are to be treated fairly at all times during the redeployment and separation processes. Employees shall be allowed reasonable time i.e. not less than 2 weeks, to consider options put them under this change process.
- 7.5.2** All employees who hold positions deemed surplus or who themselves are deemed surplus to requirements shall actively participate in the redeployment process including participation in relevant training/retraining opportunities.
- 7.5.3** Council shall provide employees in redundant positions and employees deemed surplus to requirements with the opportunity to undertake job skills analysis to determine their current level of skills, knowledge and abilities and to assist in the development of an individual action plan for the employee.

## **7.6 Managing Organisational Change - Income Maintenance**

- 7.6.1** Income maintenance of employees undergoing redeployment and retraining will occur to ensure that their income at the time redeployment is maintained, including all permanent allowances and loadings in the nature of wages and salary, is not reduced.
- 7.6.2** Income will be maintained by way of classification level salary maintenance for those staff who elect to be redeployed to a lower classification level for a maximum period of 12 months. After this time the employee will be paid at the maximum level of the classification level applicable to the position held.

## **7.7 Managing Organisational Change - Voluntary Redundancy (VR)**

- 7.7.1** Once notified that their position has been deemed surplus to organisational requirements, Council may at its discretion invite affected permanent employees to express their interest in receiving a VR. Provided that an employee who as a result of the change process is unable to be redeployed to a position at level, will be allowed the option to take a VR.
- 7.7.2** This expression of interest (EOI) approach should initially be limited to individually affected employees or particular groups of employees affected by specific decisions. Council may, following consultation with relevant parties to this Agreement, determine in its sole discretion, to extend the EOI to consider a VR to other unaffected groups of employees.
- 7.7.3** Council shall indicate in any EOI to consider a VR that:
  - a) It is made on the basis that the decision about which role(s) are redundant (and which employees are therefore declared surplus to requirements) is the decision of Council;
  - b) That a positive response to an invitation does not guarantee an offer of a VR;

- c) That it does not negate Council's obligation to attempt to redeploy surplus employees;
- d) That the response to the invitation is time limited to 10 working days.

**7.7.4** Should Council decide to seek EOI's for the offer of a VR, and more EOI's expressing interest are received than the proposed number of VR's to be offered for that specific type of role, the following criteria may be used when making VR offers to staff:

- a) The practicality and utility of deploying an employee across Council or related entities, into a similar role utilising their existing skill set;
- b) The capacity of an employee to be retrained to perform another role;
- c) The performance of an employee in undertaking their responsibilities (it should be noted that poor performance is not to be used as a factor for determining that an employee be made a VR offer);
- d) Cost and affordability considerations, and;
- e) Length of service, where all other criteria are equal

**7.7.5** Where an employee who is surplus to requirements is not interested in or declined an offer of VR, the offer of a VR may be made to another employee, provided the employee who is surplus to requirements is able to perform the role that is continued to be required ("job swap") and the employee being made the offer is not subject to any performance management processes.

**7.7.6** A VR package will consist of the following entitlements:

- a) accrued annual leave entitlements; and
- b) accrued long service leave entitlements, provided that the employee has completed one full year of service; and
- c) severance benefit of two weeks per year of service including pro rata payment for any incomplete year of service (with a minimum of 4 weeks, and a maximum 52 weeks payment);
- d) applicable superannuation contributions for the severance payments and;
- e) an early separation payment of 8 weeks in lieu of notice, where the employee elects to leave Council employment within two weeks of notification of acceptance of a VR.

## **7.8 Employment Security**

**7.8.1** The parties agree that changes to work practices and productivity initiatives must be consistent with the efficient operation of Council. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under Enterprise Bargaining processes.

**7.8.2** This employment security clause will be read in conjunction with the Managing Organisational Change provisions.

**7.8.3** The parties are committed to optimising the employment security of employees by:

- a) Ensuring that no forced redundancies will take place during the life of this Agreement for employees covered by this Agreement (excluding fixed term appointments, casual and temporary employees).
- b) Training and developing employees' levels of skill and ability and providing retraining when necessary.
- c) Providing an environment which supports career development and equal employment opportunity.
- d) Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
- e) Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future.
- f) Introducing measures to increase the security of employees' employment.

- g) Considering measures aimed at ensuring that new employees are recruited with the aim of reducing the level of unemployment in the occupations, trades, industries or callings specified in the Award.

**7.8.4** The Procedure is set out in sections 7.1 to 7.8 of this Agreement.

**7.8.5** With regards to the VR component of this procedure, the parties agree that should there be a need to apply the provisions of the VR scheme over the life of this Agreement, then those sections of the procedure that do not conform with the Australian Taxation Commission's requirements to be an approved VR Scheme will be amended accordingly.

**7.8.6** The parties agree to the provisions contained in Council's Procedure for Managing Organisational Change within Council that are to be followed by the Council, employees and by Unions for dealing with employees who, for reasons set out in the Agreement, become affected by or subject to retraining, redeployment or redundancy.

## **7.9 Contracting / Outsourcing**

**7.9.1** It is the clear position of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council. Provided that Council may determine to contract out source works and services in the following circumstances:

- a) In the event of a critical shortage of skilled employees.
- b) Where there is a lack of available infrastructure capital or a cost in the provision of technology.
- c) It can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- d) Extraordinary or unforeseen circumstances.
- e) Subject to the above criteria, Council has, where relevant fully utilised and optimised its permanent workforce and plant.

## **7.10 Consultation Process**

**7.10.1** Where Council decides to contract out or lease any Council works and services provided by in-house Council employees in accordance with the above criteria, the affected employees, and where relevant their Unions, shall be consulted as early as possible. Such consultations shall occur in accordance with clause 7.1 Managing Organisational Change - Notification and Consultation of this Agreement.

**7.10.2** For the purpose of consultation, the relevant Unions will be given all relevant documentation where possible, including the relevant components of the business case that supports Council's decision. It is the responsibility of the relevant Union to participate fully in discussions on any proposals to contract out or lease any Council functions.

## **7.11 Shared Services**

While it is not currently Council's intention to engage in any shared resource, joint enterprise or shared service company arrangements, Council reserves the right to make a determination regarding such arrangements. In the event that Council does determine to engage in such an arrangement the consultation process set out in Clause 7.1 Managing Organisational Change - Notification and Consultation will occur following such decision and prior to any implementation of such arrangements.

## **7.12 Transmission of Business**

**7.12.1** In this clause "transmission of business" shall be defined in the relevant Award or appropriate legislation. Where a business or part of a business of the Council is transmitted from Council to another employer (the transmittee) and an employee, who at the time of such transmission was an employee of Council, and becomes an employee of the transmittee, Council shall include, as part of the tender specifications, that this employee is to continue to receive terms and conditions of employment no less favourable than those which would apply to their employment with Council.

**7.12.2** Where council makes a decision to transmit a business or part of a business, council must as soon as practicable notify and consult with the affected employees and the relevant Unions to which they belong in accordance with Clause 7.1 Notification and Consultation of this Agreement.

- 7.12.3** Where employees are to be transmitted with the business, or part of the business, the Council must ensure that recognition of previous service, and accrued entitlements, for the purposes set out below are transmitted to the transmittee:
- a) Annual Leave;
  - b) Long service leave;
  - c) Personal/Carer's leave;
  - d) Redundancy.
- 7.12.4** Where employees are not to be transmitted with the business or part of the business or where Council declares any positions redundant, as a consequence of a transmission of business, the Managing Organisational Change provisions of this Agreement shall be followed.

## PART 8: MISCELLANEOUS PROVISIONS

### 8.1 Relocation of Workplace

**8.1.1** This clause shall apply to employees who are required to change their usual workplace or have mutually agreed to commence and cease work on a designated job site. The payments contained in clauses 8.1.2 and 8.1.3 below shall not apply to:

- a) Employees who lease a vehicle from Council, or who are provided with Council transport;
- b) Casual employees;
- c) Employees whose terms of engagement specify a requirement to work from more than one location; or
- d) Employees who are in receipt of any other payment for travel.

**8.1.2** Employees who are required to change their workplace, other than to start on a job site (see clause 8.1.3), shall be paid a fixed travel allowance of \$12 per day for the following durations:

- a) For the duration of a temporary relocation; or
- b) For a maximum of 3 months following a permanent relocation.

This payment shall apply only where the new workplace is a greater distance from the employee's usual residence when compared to their previous/usual workplace, and while they remain engaged in their current position.

In the event the employee voluntarily relocates residence such that the travel requirements are less than the previous residence, the entitlement to travel payments under this provision may cease.

**8.1.3** Employees who mutually agree to commence and cease work on a job site designated for the purpose of this clause, shall be paid a fixed allowance of \$12 per day whether the travel distance to the job site is greater or less than the employee's commuter distance to their usual workplace. This payment shall only have application at job sites designated by Council following consultation with affected employees, and where relevant their union.

Where an employee is directed to commence and cease work on a job site, the provisions of the Award shall apply.

**8.1.4** In the event of any dispute arising over the issue of hardship caused by a workplace relocation, the Dispute Avoidance, Resolution and Settlement Procedure of this Agreement will apply.

### 8.2 Simultaneous Advertising

**8.2.1** Simultaneous advertising means internally advertising a vacant position to Council employees and externally to the public at large, seeking applications for the filling of a vacant position by means of appropriate advertisements timed to appear at the same time.

**8.2.2** Where Council is of the opinion that there are no suitably skilled and/or qualified employees within Council, or where it is anticipated limited numbers of applications will be received from internal applicants, the parties agree that simultaneous advertising can take place for all salaried positions at Council's discretion, irrespective of classification level. However, the most suitably skilled and qualified internal applicant will be considered for appointment to any vacancies which may occur or to newly created positions before considering external applicants for positions classified at levels 1-4 inclusive under the *Queensland Local Government Industry (Stream A) Award – State 2017*.

**8.2.3** For the purposes of Clause 8.2, an internal applicant is defined as:

- a) A current full time, part time or casual Council employee, or
- b) A person who is currently working for or within Council, but is formally employed by a recruitment or employment agency – i.e. a trainee, apprentice, contractor, or temporary / agency staff member; or
- c) A person who has completed a formal traineeship or apprenticeship with Council within the last 12 months of applications closing for the advertised position/s.

**8.2.4** For positions classified at level 5-8 inclusive under the *Queensland Local Government Industry (Stream A) Award – State 2017*, Council will consider all applications received and appoint the most suitably skilled and qualified applicant, based on merit, irrespective of whether or not that person is an internal or external applicant.

**8.3 Appointments to Vacancies**

- 8.3.1** When an existing position becomes vacant, Council shall within a reasonable time period having regard to Council's operational requirements, invite applications for appointment.
- 8.3.2** Where work is contracted out because of a critical shortage of staff or where there are long term vacancies, an urgent review of staffing levels shall be undertaken by the parties to this Agreement to ensure that Council has taken action to source appropriately skilled applicants.

**8.4 Permanent Conversion of Casuals**

- 8.4.1** Notwithstanding Clause 8.3.1 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, a casual employee working on a systematic and regular basis for a period of 12 months may apply to convert their casual status to permanent full-time or part-time status depending on the average hours worked over the preceding twelve months.
- 8.4.2** Council will take into account the following factors when considering such an application:
- a) Business needs specific to work areas;
  - b) Regularity of hours and length of employment;
  - c) Likelihood of ongoing funding available for the position; and
  - d) Legislative requirements pertinent to particular business areas.

**PART 9: WASTE TRANSFER STATION OPERATORS LOCAL AREA AGREEMENT**

The Waste Transfer Station Operators Local Agreement at Clause 9.1 of the Logan City Council Certified Agreement 2018 will be observed in conjunction with the conditions within this Certified Agreement until a replacement Local Area Agreement is agreed in accordance with the procedure outlined in clause 1.10 of this Agreement.

## PART 10: VENUES & EVENTS LOCAL AREA AGREEMENT

### 10.1.1 Title

This Agreement shall be known as the Logan City Council Venues & Events Local Area Agreement.

### 10.1.2 Intention

- a) The Logan Entertainment Centre (LEC), Beenleigh Events Centre and Logan Leisure Centres including aquatic centres and indoor sports centres operate throughout the year from early in the morning until late at night. The operational demands of the venues mean that conventional Award arrangements of hours and pay cannot apply. Therefore, a special Agreement is necessary to provide an appropriate negotiated structure for staff conditions of employment and to allow Managers and Council a framework for accurate budgeting and forecasting of costs.
- b) This Agreement reflects Council's vision for:
  - i) The Logan Entertainment Centre, Kingston Butter Factory Cultural Precinct and Beenleigh Events Centre are the focal point of Logan's diverse entertainment, cultural, community and commercial events which will provide opportunities for growth of local business, families and lifestyles and to be recognised as a benchmark throughout Australia in the provision of a regional multipurpose public facility.
  - ii) Logan Leisure Centres to be nationally recognised for providing professional managed venues delivering the highest quality innovative aquatic, health, sport and event experiences that also engage the Logan Community in an active, fun, healthy and safe environment.
- c) Employees covered by the Agreement will be afforded the opportunity to attain additional skills, flexibility and access to career paths. This will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individuals, engaged in Council's Community Facilities.
- d) Work will be organised to maximise the flexibility of the workforce and wherever possible enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.
- e) The implementation of this Agreement in line with Council's Certified Agreement 2018 will provide ongoing wage increases and secure employment with operational flexibilities to enable the outcomes sought to be achieved.
- f) This Agreement has been reviewed and it has been agreed to broaden its coverage to include Council Owned Facilities and Events.

### 10.1.3 Introduction

- a) The parties to this Agreement are:
  - i) The Council of the City of Logan;
  - ii) Employees employed by Logan City Council in the classifications as listed in Clause 10.1.34 of this Agreement; and
  - iii) The Australian Workers' Union of Employees, Queensland.

### 10.1.4 Coverage

This Agreement shall apply to employees employed in venues and classifications as listed in clauses 10.1.33 and 10.1.34 of this Agreement. This Agreement will also have application to Council Owned Facilities and Events.

### 10.1.5 Relationship to Other Industrial Instruments



- a) The parties agree this Agreement is intended to be read in conjunction with the Logan City Council Certified Agreement 2022 and the *Queensland Local Government Industry (Stream B) Award – State 2017*
- b) Where there is any inconsistency between the provision of this Agreement and Logan City Council's Certified Agreement 2022 or the *Queensland Local Government Industry (Stream B) Award – State 2017*, the provisions of this Agreement shall prevail to the extent of that inconsistency.

#### **10.1.6 Date and Period of Operation**

This Agreement shall operate from the Date of Certification of Logan City Council's Certified Agreement 2022 unless terminated in accordance with clause 10.1.8 of this agreement.

#### **10.1.7 Expiry of Agreement**

The parties agree this Agreement will expire in line with the current Logan City Council Certified Agreement 2022 with a nominated expiry date 3 years after date of certification.

#### **10.1.8 Termination of Agreement**

This agreement may be terminated by either party on the giving of three (3) months written notice. If this occurs those employees affected by this agreement will be employed in accordance with the terms and conditions of the applicable Award or Certified Agreement or other agreement under which the employees would be entitled to be employed if this agreement did not exist.

#### **10.1.9 Dispute Settling Procedures**

In the event the parties to this Agreement cannot agree on matters relating to the terms of this Agreement, Council's current Certified Agreement Dispute Avoidance Resolution and Settlement Procedure, as amended from time to time, will be used to resolve the matter.

#### **10.1.10 Savings Clause**

No existing employee will suffer a reduction in wages for ordinary hours of work in the course of the employee's normal duties as a result of the coming into operation of this agreement.

#### **10.1.11 Employee/s Responsibilities**

The Agreement is based on encouraging a team approach to effectively and efficiently operate the facilities covered by this Agreement. Hence, under this Agreement, the employee/s agree/s to undertake the following:

- a) Perform the duties and undertake the functions outlined in the Position Description (as amended from time to time) for the position expected to be performed by the incumbent employed in a position at the relevant facility. In addition, the employees will:
  - i) follow all lawful directions given by the employee's supervisor or management representative;
  - ii) actively and constructively participate in Logan City Council's Local Performance Process;
  - iii) assist and facilitate the effective and efficient administration of Council in performing their day to day work functions;
  - iv) work with the objective of realising the strategic goals of Logan City Council;
  - v) abide by Council's Code of Conduct and other Policies and directives;
  - vi) maintain a dress standard and a level of hygiene which projects the professional image of Council;
  - vii) observe, at all times, the Work Health and Safety Act and Regulations, the Local Government Act and Council's Policies and Procedures

particularly with regard to safe work practices and the wearing and/or use of safety clothing, equipment, tools and appliances.

#### **10.1.12 Spread of Hours**

Ordinary hours of work may be worked between the hours of 5.00am and 1.00am on any 7 days of the week, which includes Saturday and Sunday, without the payment of overtime or weekend penalty rates.

#### **10.1.13 Hours of Work**

- a) The ordinary hours of duty of the employee shall not exceed 10 hours on any one day or 38 hours in any period of 7 consecutive days including Saturdays and Sundays.
- b) Overtime shall be payable for work performed in excess of 10 hours ordinary hours on any one day or 38 hours in any period of 7 consecutive days.
- c) Employees required to work on a statutory holiday shall be paid at double time and a half with a minimum of 4 hours.

#### **10.1.14 Casual Employees**

- a) Definition: Staff employed on an as required basis for a minimum of 3 hour engagement and a maximum of 38 hours per week.
- b) Where a casual employee finishes work in less than 3 hours per engagement and provided they left the workplace at their own volition, they shall be paid only for time actually worked. In addition, where an employee offers to relieve a rostered employee who has become unavailable at short notice (e.g due to illness, family emergency) then the casual shall be paid only for time actually required to be worked.
- c) Where casual employees are required to work on more than one duty period on the same day, only one minimum payment will be paid for the day.
- d) The rate of pay for casual employees shall be the rate indicated in the table set out in clause 14.4 hereto for the classification applicable and includes a 23% loading.

#### **10.1.15 Multi-Hiring**

Employees, covered under this agreement, will be required to perform any of the duties and responsibilities expected of an employee under this agreement, having regard to their qualifications and experience in a multifunctional environment. This will ensure a broad range of occupational groupings can be met by suitably qualified, trained, multi-skilled and experienced staff.

#### **10.1.16 Mixed Functions**

- a) An employee who is required or nominated by the Employer to undertake the substantial duties of a position which attracts a higher rate of pay under this Agreement than the employee's ordinary classification will be entitled to receive the higher rate of pay for the period that the employee is undertaking those duties.
- b) Where an employee is required to perform work attracting a higher rate of pay for less than 3 hours on any one day they shall be entitled to be paid the higher rate for 3 hours. If the employee is required to undertake such duties for 3 hours or more they shall be entitled to be paid the higher rate in respect of those hours actually worked at the higher classification.

#### **10.1.17 Rates of Pay for Juniors**

- a) Junior employees shall be paid the following percentages of the minimum adult rate for the classification of the duties they are performing:
  - i) Under 18 years of age - 70%

#### **10.1.18 Pay Rates Linked to Certified Agreement**

The base wage rates shown at Clause 14.4 of this agreement shall be varied as applicable to Queensland Local Government Industry (Stream B) – State 2017 employees and in accordance to Council's Certified Agreement from time to time.

#### **10.1.19 Schedule of Wages**

The minimum annual rate of salary payable to employees subject to this agreement are set out in Part 14.4 of this Agreement.

#### **10.1.20 Appointment and Progression**

- a) All employees engaged under this Agreement will be appointed to a Grade in accordance with clause 10.1.34 of this agreement and to a pay point within that grade commensurate with demonstrated experience.
- b) Employees shall advance to the next incremental pay point step upon 12 months' of equivalent full time service i.e. 1976 hours and upon satisfactory service.

#### **10.1.21 Meal Breaks**

- a) All employees required to work more than 6 hours continuously will be entitled to an unpaid meal break of 30 minutes provided that:
  - i) such break is not taken at the end of the engagement, and
  - ii) the taking of this break may be scheduled to ensure no disruption of service to customers.

#### **10.1.22 Rest Pause**

- a) Every employee who works a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a paid rest pause of 10 minutes duration in the first and second half of the shift worked. Where an employee is rostered to work more than a 9 hour day, and there is agreement between the employer and the employee or the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause.
- b) Every employee who works a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes duration.
- c) Rest pauses shall be scheduled to ensure no disruption of service to customers.

#### **10.1.23 Requirement to Work Overtime**

- a) Employees covered by this Agreement will be required to work reasonable overtime to meet the operational needs. Where such overtime is worked, the normal overtime provisions, including payment, under and pursuant to the *Queensland Local Government Industry (Stream B) Award – State 2017* shall apply.
- b) Overtime will be paid at 1 ½ times the ordinary rate for the first three hours and double time thereafter Monday to Saturday inclusive. Overtime worked on a Saturday shall be subject to a minimum payment of 3 hours at overtime rates.
- c) Overtime worked on a Sunday shall be paid at double time with a minimum payment of 3 hours at overtime rates.
- d) An employee shall not be entitled to a minimum payment in respect of each separate period of overtime in a day and no minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

#### **10.1.24 Time Off In Lieu (TOIL)**

- a) TOIL may occur by mutual agreement between Management and the individual employee.
- b) TOIL credits reflect actual time worked i.e. hour for hour and is not subject to penalty rates.

#### **10.1.25 Briefing/Training**

Employees will be given the opportunity to participate in a range of training activities. Employees may be required to attend briefing/training sessions outside their rostered working hours and where this occurs, it will be considered as ordinary working time and be paid for at normal hourly rates. Training will be paid as a two hour minimum engagement.

**10.1.26 Notice of Termination by Employee**

The employee is to give Logan City Council at least one week's notice of termination of employment. If an employee fails to give this notice, Logan City Council shall have the right to withhold the equivalent of one week's pay due to the employee.

**10.1.27 Allowances**

- a) Personal Trainer Allowance.
  - i) An employee engaged as a Fitness Leader Grade 4 and who is required to perform the functions of a personal trainer and/or Group fitness trainer, shall be paid a minimum of ½ hour loading of 60% in addition to the normal full time casual hourly rate. This loading shall be paid for a maximum of one hour only on each occasion.

**10.1.28 Statutory or Public Holidays**

- a) In accordance with legislative requirements, employees under this Agreement will be entitled to observe all applicable statutory or public holidays
- b) However, employees covered by this Agreement, rostered to work on a Public Holiday as provided for in the Holidays Act 1983 shall be paid for at the rate of double time and one half with a minimum of four hours.
- c) All work done by these employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the Holidays Act 1983, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town as specified in such notification of such district shall be paid for at the rate of double time and a half with a minimum of four hours.
- d) For the purposes of this provision, "double time and a half" shall mean one and a half days wages in addition to the prescribed weekly rate, or pro-rata if there is more or less than a day.
- e) All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the overtime rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

**10.1.29 Safety and Protective Equipment, Tools Etc.**

- a) Logan City Council shall supply employees, at no expense to the employee, all safety and protective equipment, all necessary protective clothing, all necessary tools of trade and all other equipment and appliances required for the safe performance of their work. The employees agree to wear and use such equipment, clothing, tools and appliances as aforesaid and shall return same to Logan City Council on termination or otherwise when requested by Logan City Council. The necessity of any such clothing, equipment, tools or appliances shall be determined by Logan City Council.
- b) Logan City Council shall provide for employees use, in addition to the requirements of all relevant Statutes and By-Laws, health, safety and welfare amenities as required from time to time by reason of the conditions and place of employment.

**10.1.30 Staffing Levels**

It is acknowledged that only those employees necessary to meet the operational needs of Council owned facilities and events will be rostered for duty at any one time.

**10.1.31 Copy of Agreement**

Upon execution of the Agreement, Logan City Council shall supply a copy of this Agreement to each employee covered by the agreement. In addition, a true copy of this Agreement will be kept on Council's Intranet and be available upon request to the employees Program Leader or Manager.

**10.1.32 Rights Reserved**

Nothing in this Agreement shall be construed as limiting the capacity of the parties to this Agreement to mutually agree from time to time, to terms or conditions of employment different from those contained herein. Provided such variations are achieved in accordance with the relevant provisions of the Queensland Industrial Relations Act and Regulations as applicable and the provisions of Council's Certified Agreement or Council's Policies or Procedures.

#### 10.1.33 Venues Covered By This Agreement

- a) Logan Entertainment Centre
- b) Beenleigh Events Centre
- c) Kingston Butter Factory Cultural Precinct
- d) Logan Leisure Centres
- e) All other Council owned community facilities and events
- f) Future Relevant Centres

#### 10.1.34 Current Position Classifications

Grade	Current position classifications at time of certification (Not including future position requirements or classification reviews)	
1	Cleaning Attendant Guest Service Attendant Kitchen Hand	Production Assistant Child Minding Assistant
2	Front of House Team Member Café Services Attendant	Senior Cleaner
3	Cook	Banquet Team Leader
4	Duty Officer/Program Instructor Fitness Leader	Lifeguard Program Instructor (Babies & Toddlers)
5	Aquatic Centres Coach Front of House Team Leader	Venue Technician
6	Chef Senior Duty Officer	Front of House Supervisor
7	Events Supervisor Venues Supervisor Functions & Catering Supervisor Senior Chef	Technical & Production Supervisor Learn to Swim Supervisor Health & Fitness Supervisor Aquatic Centres Supervisor
8	Nil at time of agreement	

#### 10.1.35 Level Descriptors

##### Grade 1

- Employees in this classification level work under direct supervision with specific instructions and procedures and receive appropriate in-house training
- Employees require some experience
- Duties are routine and may include the following:
  - Generally tidying and cleaning
  - Door attendant
  - Food preparation
  - Setting up for functions
  - Table waiting
- Positions typically at this level include Cleaning Attendant, Guest Service Attendant, Kitchen Hand

##### Grade 2

- Employees in this classification level work under direct supervision with specific instructions and procedures and receive appropriate in-house training
- Employees require some experience

- Duties are routine and may include the following:
  - Operation of the front counter
  - Customer service
  - Cash handling
  - Basic Computer skills
  - Set up and pack down of venue
- Positions typically at this level include Front of House Team Member, Café Services Attendant & Senior Cleaner

### **Grade 3**

- Employees in this classification level work under limited supervision with general instructions and procedures and receive appropriate in-house training
- Employees require experience in similar position
- Some positions within this level will require adequate qualifications including but not limited to;
  - Responsible service of alcohol
  - HACCAP Certification
- Duties are varied and may include the following:
  - Preparation and cooking of foods
  - Supervision of staff
  - Customer Service
  - Leading Teams during events
  - Food and Beverage attendant duties
  - Assist in undertaking of stocktake
- Positions typically at this level include Banquet Team Leader, Cook

### **Grade 4**

- Employees in this classification level work under limited supervision with general instructions and procedures and receive appropriate in-house training
- Employees require experience in similar position
- Some positions within this level will require adequate qualifications including but not limited to;
  - Lifeguard Qualifications
  - LTS Instructor
  - Cert 4 in Fitness
- Duties are varied and may include the following:
  - Supervision of Staff and members of the public
  - Instruction to patrons ie swimming, health & fitness
  - Program Development
- Positions typically at this level include Duty Officer/Program Instructor, Fitness Leader, Lifeguard, Program Instructor (Babies & Toddlers)

### **Grade 5**

- Employees in this classification level work under limited to no supervision with general instructions and procedures and receive appropriate in-house training
- Employees require experience in similar position
- Some positions within this level will require adequate qualifications including;
  - Sound & Lighting
  - Technical
  - Swim Coach Level
  - Responsible Service of Alcohol
- Duties are varied and may include the following:
  - Supervising of Front of House Staff
  - Supervision of event staff
  - Supervision of events
  - Swim Coach
  - Development of Swim Coaching Program s
  - Training of Staff
  - Demonstrated competence in the operation of theatrical lighting, audio, AV and staging

- Positions typically at this level include Front of House Team Leader, Venue Technician, Aquatic Centres Coach

#### **Grade 6**

- Employees in this classification level work under limited to no supervision with general instructions and procedures and receive appropriate in-house training
- Employees require experience in similar position
- Some positions within this level will require adequate qualifications including;
  - Cert 4 in Cookery
  - Swim Coach Level
  - Responsible Service of Alcohol
  - HACCP Certification
- Duties are varied and may include the following:
  - Preparation of menus for events
  - Supervision of Staff
  - Event Supervisor
  - Preparation and cooking of food
  - Cash handling
  - Staff training
- Positions typically at this level include Chef, Senior Duty Officer, Front of House Supervisor

#### **Grade 7**

- Employees in this classification level work under limited to no supervision working autonomously most of the time, with supervisory duties they receive appropriate in-house training with regards to site specific tasks.
- Employees require experience in similar position
- Some positions within this level will require adequate qualifications including;
  - Diploma Level within the fitness industry
  - Pool Lifeguard & Pool Operation Certificates
  - First Aid Certificate
  - Resuscitation Certificate
  - Responsible Service of Alcohol
  - LTS Instructor
  - Cert 4 in Cookery
  - HACCP Certification
- Duties are varied and may include the following:
  - Supervision of staff
  - Management of events
  - Cash handling and reconciliation
  - Set skill relevant to the industry of the position
  - Development and implementation of programs – health & fitness and aquatics
  - Preparation and cooking of food
  - Management of venue
  - Membership coordination
  - Staff training
  - Demonstrated competence in the operation of theatrical lighting, audio, AV and staging
- Positions typically at this level include Event Supervisor, Functions & Catering Supervisor, LTS Supervisor, Senior Chef, Technical & Production Supervisor, Health & Fitness Supervisor, and Aquatic Centre Supervisor.

#### **Grade 8**

- Employees in this classification level work under limited to no supervision working autonomously most of the time, with supervisory duties they receive appropriate in-house training with regards to site specific tasks.
- Employees require experience in similar position
- Some positions within this level will require adequate qualifications including;
  - TBA

- Duties are varied and may include the following:
  - Supervision of staff
  - Management of events
  - Financial management
  - Staff training
  - Program coordination and implementation
  - Venue management
  - Set skill relevant to the industry of the position
  - Positions typically at this level include - TBA



## **PART 11: AGREEMENT TO PAY ACCUMULATED SICK LEAVE**

### **11.1 Agreement**

It is agreed between the Parties that:

- 11.1.1** This Agreement shall commence on and from the 1 July 1992 (hereinafter called the 'Commencement Date').
- 11.1.2** This Agreement may be varied at any time by the agreement of the Parties evidenced in writing.
- 11.1.3** Subject to Clause 11.1.4, this Agreement may be terminated:
  - a) by either of the Parties giving to the other not less than three (3) calendar months' notice in writing; or
  - b) by mutual agreement of the Parties, whichever is the sooner.
- 11.1.4** Should any problems, queries or concerns be experienced by Council and/or Council employees with the operation of this Agreement the grievance procedure between the Unions and the Local Government Association of Queensland shall be followed.
- 11.1.5** The rules and guidelines for the operation of this Agreement unless otherwise varied are provided herein and shall be in accordance with Clause 11.3.

### **11.2 Vested Sick Leave**

- 11.2.1** The parties are in Agreement that any person employed on or after the 18 July 1995, shall not be entitled to any benefit prescribed in Part 11 of the Agreement to Pay Accumulated Sick Leave.
- 11.2.2** The parties further agree that the benefits of the Agreement to Pay Accumulated Sick Leave Scheme now available to employees of Council who commenced employment prior to 18 July 1995, shall be preserved by the deletion of Clause 3 of the said Agreement to Pay Accumulated Sick Leave.
- 11.2.3** The parties also agree that the operation of this scheme is to be fully explained in writing to all new and prospective employees prior to commencement.
- 11.2.4** The parties further agree that employees who as at 1 January 2009 have an entitlement under the "Agreement to Pay Accumulated Sick Leave" shall, provided that a minimum sick leave balance of 8 weeks is retained, be able to access, on a voluntary basis, 1 or more of the following arrangements to facilitate the payment of this benefit:
  - a) Apply for 1 or more payments, up to the limit of their entitlement, prior to cessation of employment; and/or
  - b) Have a designated amount sacrificed into Superannuation; and/or
  - c) Convert their accrued entitlement to unloaded annual leave; and/or
  - d) Payment of the accrued entitlement upon cessation of employment, for other than serious misconduct.
- 11.2.5** Access to any of the above options does not affect the ongoing accumulation of future entitlements under this scheme.
- 11.2.6** It is recommended that employees prior to exercising any of these options seek professional advice.

### 11.3 Rules and Guidelines

- 11.3.1** Every employee, upon termination of their employment for any cause other than misconduct justifying summary dismissal as provided for in the Logan City Council Staffing Policies and Procedures, shall be paid in respect of accumulated sick leave credits earned by them whilst in the employ of the Logan City Council, on the following basis;

If employed for an unbroken period of service of less than 5 years	Nil
If employed for an unbroken period of service of 5 years or more, but less than 10 years	25%
If employed for an unbroken period of service of 10 years or more, but less than 15 years	50%
If employed for an unbroken period of service of 15 years or more, but less than 20 years	75%
If employed for an unbroken period of service of 20 years or more	100%

Provided that the calculation of the aforementioned service, the payment in respect of the abovementioned percentages of accumulation, and the continuity of service shall be made the same way and on the same basis as that prescribed from time to time in the Queensland Local Government Officers' Award relating to Long Service Leave.

- 11.3.2** Where an employee whose services have been terminated in the manner prescribed above is re-employed by the Logan City Council after a period out of the service not exceeding three (3) months, such employee shall not be entitled to continuity of employment as prescribed unless at the point of re-employment, the employee refunds to the Logan City Council all of the payment previously made to them in accordance with Clause 11.3.1.

Provided that if such employee at the point of re-employment elects not to refund such payment then for the purposes of this Agreement their re-employment shall be regarded as a new and separate engagement.

## PART 12: WASTE WATER TREATMENT PLANT OPERATORS WAGES AND ALLOWANCES

### 12.1.1 Classification Descriptors

#### **Level 7 Assistant Plant Operator**

Holds a Sewage Treatment Plant (STP) Operators Certificate or willing to obtain a certificate.

#### **Level 7.1 Assistant Plant Operator (Level 7 + 2%)**

Shall progress to this level on the attainment of 12 months experience acting in the role of Plant Operator.

#### **Level 9 Plant Operator**

Responsible for STP operations at a single designated plant or as designated relief operator.

#### **Level 9.1 Plant Operator (Level 9 + 3%)**

Deemed competent in the operation of all Council STPs.

### 12.1.2 Allowances

- a) Waste Water Treatment Plant Operators and Assistant Plant Operator employed as at 13 May 2016 will be paid a Special Allowance, currently \$49 per week flat previously paid to Loganholme Treatment Plant Operating staff only. The payment is made on a 'personal incumbent only' basis and will not be paid to Waste Water Treatment Plant Operators or Assistant Plant Operators employed after 13 May 2016.
- b) All award allowances payable under the current and any successor Queensland Local Government Industry Modern Award maybe claimed and shall be paid in accordance with Award requirements, and subject to any variation contained in any relevant Certified Agreement.

### 12.1.3 Weekend Overtime

A weekend overtime roster shall operate to cover weekend work requirements at each of the Logan City Council Treatment Plants (subject to ongoing operational requirements), and consistent with the Award requirement to work reasonable overtime.

### 12.1.4 On Call Arrangements

An "on call roster" shall operate for the Treatment Plants (subject to ongoing operational requirements), with relevant terms and conditions as prescribed in Logan City Council Certified Agreement 2022.

### 12.1.5 Transition/Progression Arrangements

- a) Current operating staff shall remain on their current base wage and classification levels until such time as:
  - i) Level 7 staff attain 12 months experience acting in an operator's position after which they can progress to Level 7.1
  - ii) Level 9 staff are deemed competent in multi plant operation after which they can progress to Level 9.1
  - iii) New staff appointed to any vacant position within the STP operating establishment, will be able to progress to Levels 7.1 or 9.1 where relevant, however, shall not qualify for payment of the Special Allowance.

**PART 13: PLUMBERS FARES & TRAVEL ALLOWANCE**

- 13.1.1** Plumbers employed by Council as at the 18 January 2019, are in receipt of a Fares and Travel Allowance at the daily rate of \$11.50. The parties also acknowledge that the Stream C Award relevant to Plumbers does not contain ongoing provision for this allowance to be paid.
- 13.1.2** Accordingly, this Agreement provides for the continued payment of this allowance to only those Plumbers currently (at the date of certification of this Agreement) who are in receipt of this allowance. New employees employed as Plumbers will be ineligible to receive payment of this allowance and the provisions of Part 8, Division 2 – Section 1 (Building Trades Services) of the Stream C Award shall apply.

## PART 14: SCHEDULE OF WAGES

## 14.1 Queensland Local Government Industry (Stream A) Award – State 2017 Wage Schedule

Division 2: Section1 – Administration, clerical, technical, professional, community services, supervisory and managerial services				
Classification Level	Increment	Annual Rate Effective 1 December 2021	Annual Rate Effective 1 year after the date of certification of the agreement*	Annual Rate Effective 2 years after the date of certification of the agreement*
1	1	\$55,615.85	\$57,006.25	\$58,431.41
	2	\$56,401.41	\$57,811.45	\$59,256.74
	3	\$57,508.22	\$58,945.92	\$60,419.57
	4	\$58,716.63	\$60,184.55	\$61,689.16
	5	\$59,953.92	\$61,452.77	\$62,989.09
	6	\$61,246.06	\$62,777.21	\$64,346.64
2	1	\$62,680.35	\$64,247.36	\$65,853.54
	2	\$64,190.71	\$65,795.47	\$67,440.36
	3	\$65,805.17	\$67,450.30	\$69,136.56
	4	\$67,447.48	\$69,133.67	\$70,862.01
3	1	\$69,086.03	\$70,813.18	\$72,583.51
	2	\$70,728.34	\$72,496.55	\$74,308.96
	3	\$72,370.68	\$74,179.95	\$76,034.44
	4	\$74,012.98	\$75,863.31	\$77,759.89
4	1	\$75,652.60	\$77,543.91	\$79,482.51
	2	\$77,294.93	\$79,227.31	\$81,207.99
	3	\$78,937.24	\$80,910.67	\$82,933.44
	4	\$80,577.93	\$82,592.37	\$84,657.18
5	1	\$85,504.44	\$87,642.06	\$89,833.11
	2	\$87,190.81	\$89,370.58	\$91,604.84
	3	\$88,919.83	\$91,142.82	\$93,421.39
6	1	\$91,765.12	\$94,059.25	\$96,410.73
	2	\$94,609.28	\$96,974.52	\$99,398.88
	3	\$97,455.75	\$99,892.14	\$102,389.45
7	1	\$100,301.02	\$102,808.54	\$105,378.76
	2	\$103,145.18	\$105,723.81	\$108,366.90
	3	\$105,989.95	\$108,639.70	\$111,355.69
8	1	\$109,404.73	\$112,139.85	\$114,943.34
	2	\$112,817.88	\$115,638.32	\$118,529.28
	3	\$116,233.78	\$119,139.62	\$122,118.12
	4	\$119,437.83	\$122,423.77	\$125,484.37
	5	\$122,642.41	\$125,708.47	\$128,851.18
* Subject to CPI increase in accordance with clause 4.1				

### 14.2 Queensland Local Government Industry (Stream B) Award – State 2017 Wage Schedule

Division 2: Section 5 – Operational Services			
Classification Level	Annual Rate Effective 1 December 2021	Annual Rate Effective 1 year after the date of certification of the agreement*	Annual Rate Effective 2 years after the date of certification of the agreement*
Operational Worker, Level 1	\$54,585.19	\$55,949.82	\$57,348.56
Operational Worker, Level 2	\$56,008.94	\$57,409.17	\$58,844.39
Operational Worker, Level 3	\$56,720.68	\$58,138.70	\$59,592.17
Operational Worker, Level 4	\$57,451.65	\$58,887.94	\$60,360.14
Operational Worker, Level 5	\$58,194.10	\$59,648.95	\$61,140.17
Operational Worker, Level 6	\$59,700.22	\$61,192.73	\$62,722.55
Operational Worker, Level 7	\$61,277.25	\$62,809.18	\$64,379.41
Operational Worker, Level 8	\$63,012.97	\$64,588.30	\$66,203.00
Operational Worker, Level 9	\$64,932.37	\$66,555.68	\$68,219.57
* Subject to CPI increase in accordance with clause 4.1			

### 14.3 Queensland Local Government Industry (Stream C) Award – State 2017 Wage Schedule

Division 2: Section 1 – Building Trades Services			
Classification Level	Annual Rate Effective 1 December 2021	Annual Rate Effective 1 year after the date of certification of the agreement*	Annual Rate Effective 2 years after the date of certification of the agreement*
Building Tradesperson, Level 1	\$58,194.10	\$59,648.95	\$61,140.17
Building Tradesperson, Level 2	\$60,360.89	\$61,869.91	\$63,416.66
Building Tradesperson, Level 3	\$62,711.63	\$64,279.42	\$65,886.41
* Subject to CPI increase in accordance with clause 4.1			

Division 2: Section 2 – Engineering and Electrical/Electronic Services			
Classification Level	Annual Rate Effective 1 December 2021	Annual Rate Effective 1 year after the date of certification of the agreement*	Annual Rate Effective 2 years after the date of certification of the agreement*
C11	\$55,154.86	\$56,533.73	\$57,947.08
C10	\$58,194.10	\$59,648.95	\$61,140.17
C9	\$59,700.22	\$61,192.73	\$62,722.55
C8	\$61,277.25	\$62,809.18	\$64,379.41
C7	\$63,012.97	\$64,588.30	\$66,203.00
* Subject to CPI increase in accordance with clause 4.1			

Division 2: Section 3 – Nursing Services
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	Base Wage Effective 1 December 2021		Base Wage Effective 1 year after the date of certification of the agreement*		Base Wage Effective 2 years after the date of certification of the agreement*	
Registered Nurse Classification Level	Annual	Casual Hourly	Annual	Casual Hourly	Annual	Casual Hourly
Level 1	\$85,502.50	\$53.22	\$87,640.06	\$54.55	\$89,831.06	\$55.91
Level 2	\$93,197.72	\$58.01	\$95,527.66	\$59.46	\$97,915.86	\$60.95
Level 3	\$102,517.49	\$63.81	\$105,080.43	\$65.41	\$107,707.44	\$67.04
* Subject to CPI increase in accordance with clause 4.1						

#### 14.4 Venues & Events Local Area Agreement Wage Schedule

		Base Wage Effective 1 December 2021		Base Wage Effective 1 year after the date of certification of the agreement*		Base Wage Effective 2 years after the date of certification of the agreement*	
Grade	Pay Point	Annual	Casual Hourly	Annual	Casual Hourly	Annual	Casual Hourly
1	1	\$49,219.16	\$30.64	\$50,449.64	\$31.40	\$51,710.88	\$32.19
	2	\$49,708.58	\$30.94	\$50,951.30	\$31.72	\$52,225.08	\$32.51
	3	\$50,219.29	\$31.26	\$51,474.77	\$32.04	\$52,761.64	\$32.85
2	1	\$52,665.32	\$32.78	\$53,981.95	\$33.60	\$55,331.50	\$34.44
	2	\$53,197.30	\$33.12	\$54,527.23	\$33.95	\$55,890.41	\$34.79
	3	\$53,734.64	\$33.45	\$55,078.01	\$34.28	\$56,454.96	\$35.14
3	1	\$56,351.89	\$35.08	\$57,760.68	\$35.95	\$59,204.70	\$36.85
	2	\$56,921.10	\$35.43	\$58,344.13	\$36.32	\$59,802.73	\$37.23
	3	\$57,496.06	\$35.79	\$58,933.46	\$36.69	\$60,406.80	\$37.61
4	1	\$60,296.53	\$37.54	\$61,803.94	\$38.47	\$63,349.04	\$39.44
	2	\$60,905.58	\$37.91	\$62,428.22	\$38.86	\$63,988.93	\$39.83
	3	\$61,520.79	\$38.29	\$63,058.81	\$39.25	\$64,635.28	\$40.23
5	1	\$64,517.28	\$40.16	\$66,130.21	\$41.16	\$67,783.47	\$42.19
	2	\$65,168.97	\$40.57	\$66,798.19	\$41.58	\$68,468.15	\$42.62
	3	\$65,827.24	\$40.98	\$67,472.92	\$42.00	\$69,159.75	\$43.05
6	1	\$69,033.48	\$42.97	\$70,759.32	\$44.04	\$72,528.30	\$45.14
	2	\$69,730.79	\$43.41	\$71,474.06	\$44.49	\$73,260.91	\$45.61
	3	\$70,435.15	\$43.84	\$72,196.03	\$44.94	\$74,000.93	\$46.06
7	1	\$73,865.84	\$45.98	\$75,712.48	\$47.13	\$77,605.29	\$48.31
	2	\$74,611.95	\$46.44	\$76,477.25	\$47.60	\$78,389.18	\$48.79
	3	\$75,365.61	\$46.91	\$77,249.75	\$48.09	\$79,180.99	\$49.29
8	1	\$79,036.44	\$49.20	\$81,012.35	\$50.43	\$83,037.66	\$51.69
	2	\$79,834.79	\$49.69	\$81,830.66	\$50.93	\$83,876.43	\$52.21
	3	\$80,641.20	\$50.19	\$82,657.23	\$51.45	\$84,723.66	\$52.74
*Subject to CPI increase in accordance with clause 4.1							

*Signed for and on behalf of:*

**LOGAN CITY COUNCIL**

DARREN SCOTT

\_\_\_\_\_  
Name

CEO

\_\_\_\_\_  
Title

DARREN SCOTT

\_\_\_\_\_  
Signature

14.3.22

\_\_\_\_\_  
Date

*In the presence of:*

Sherry Paterson

\_\_\_\_\_  
Name of Witness (please print)

SHERRY PATERSON

14.3.22

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date



*Signed for and on behalf of:*

**THE CONSTRUCTION, FORESTRY, MINING AND ENERGY, INDUSTRIAL  
UNION OF EMPLOYEES, QUEENSLAND**

KANE LOWTH

Kane Lowth

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

22/03/2022

Assistant State Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*In the presence of:*

Emma Eaves

\_\_\_\_\_  
Name of Witness (please print)

EMMA EAVES

22/3/2022

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*Signed for and on behalf of:*

**AUTOMOTIVE, METALS, ENGINEERING, PRINTING AND KINDRED  
INDUSTRIES INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND**

ROHAN WEBB

Rohan Webb

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

30 March

AMWU State Secretary QLD +  
NT

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*In the presence of:*

Minami Rose

\_\_\_\_\_  
Name of Witness (please print)

MINAMI ROSE

30 March 2022

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*Signed for and on behalf of:*

**THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES,  
QUEENSLAND**

Stephen Baker

STEPHEN  
BAKER

Name

Signature

Queensland Secretary

18<sup>th</sup> March  
2022

Title

Date

*In the presence of:*

STACEY LEE  
SCHINNERL

Name of Witness (please  
print)

STACEY LEE  
SCHINNERL

18/3/22

Signature of Witness

Date

*Signed for and on behalf of:*

**THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA, QUEENSLAND BRANCH, UNION OF EMPLOYEES**

SEAN KELLY

SEAN KELLY

Name

Signature

18/03/2022

QLD DIRECTOR

Title

Date

*In the presence of:*

ANNALESE JACK

Name of Witness (please print)

ANNALESE JACK

18/3/22

Signature of Witness

Date

*Signed for and on behalf of:*

**QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES**

NEIL HENDERSON

NEIL HENDERSON

Name

Signature

29/3/22

SECRETARY

Title

Date

*In the presence of:*

MICHELLE ROBERTSON

Name of Witness (please print)

MICHELLE ROBERTSON

29/3/22

Signature of Witness

Date

*Signed for and on behalf of:*

**TRANSPORT WORKERS' UNION OF AUSTRALIA, UNION OF  
EMPLOYEES (QUEENSLAND BRANCH)**

RICHARD OLSEN

Richard Olsen

Name

Branch Secretary

Title

Signature

29 March 2022

Date

*In the presence of:*

Helena Dalton-Bridges

Name of Witness (please print)

HELENA DALTON-BRIDGES

29 March 2022

Signature of Witness

Date

*Signed for and on behalf of:*

**PLUMBERS & GASFITTERS EMPLOYEES' UNION QUEENSLAND,  
UNION OF EMPLOYEES**

GARY  
O'HALLORAN

GARY O'HALLORAN

Name

STATE SECRETARY

Title

Signature

22-03-22

Date

*In the presence of:*

SHARI-TERESE  
CHARRINGTON-WILDE

Name of Witness (please print)

SHARI-TERESE  
CHARRINGTON-WILDE

Signature of Witness

22-03-22

Date

*Signed for and on behalf of:*

**THE ELECTRICAL TRADES UNION OF EMPLOYEES QUEENSLAND**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*In the presence of:*

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date



*Signed for and on behalf of:*

**QUEENSLAND NURSES AND MIDWIVES' UNION**

ELIZABETH  
MOHLE

ELIZABETH MOHLE

Name

SECRETARY

Title

Signature

21 March 2022

Date

*In the presence of:*

Merren Dickins

Name of Witness (please print)

MERREN DICKINS

21 March 2022

Signature of Witness

Date