

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement

Townsville City Council

AND

The Australian Workers' Union of Employees, Queensland

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

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

The Electrical Trades Union of Employees Queensland

Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

(Matter No. CB/2022/39)

TOWNSVILLE CITY COUNCIL (FIELD AND OTHER EMPLOYEES) CERTIFIED AGREEMENT 2022

Certificate of Approval

On 24 May 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

Name of Agreement: **TOWNSVILLE CITY COUNCIL (FIELD AND OTHER EMPLOYEES) CERTIFIED AGREEMENT 2022**

Parties to the Agreement:

- Townsville City Council;
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland; and
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

Operative Date: 24 May 2022

Nominal Expiry Date: 30 April 2025

Previous Agreement: *Townsville City Council (Field and Other Employees) Certified Agreement 2019*

**Termination Date of
Previous Agreement:** 30 November 2021

By the Commission

C.M. HARTIGAN
Industrial Commissioner
24 May 2022

1. TITLE & ARRANGEMENT

1.1 This Agreement shall be known as the Townsville City Council (Field and Other Employees) Certified Agreement 2022 (hereinafter referred to as the Agreement).

1.2 This Agreement is arranged as follows:

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PART 1 - APPLICATION AND OPERATION

2. DEFINITIONS

- 2.1 “Act” means the Industrial Relations Act (Qld) 2016
- 2.2 “Award” means the Queensland Local Government Industry (Stream B) Award 2017.
- 2.3 “Commissioner” means a member of the Commission.
- 2.4 “Commission” means the Queensland Industrial Relations Commission constituted pursuant to the Act.
- 2.5 “Council” means the Townsville City Council.
- 2.6 “Employee” means an employee of the Council engaged as an employee under Queensland Local Government Industry (Stream B) Award 2017 engaged in a classification within the scope of this Agreement.
- 2.7 “Employer” means the Council.
- 2.8 LAA means Local Area Agreement.
- 2.9 JCC means Joint Consultative Committee.
- 2.10 LCC means Local Consultative Committee.
- 2.11 “Hourly rate” or an “employee’s hourly rate” means the Agreement rate of pay prescribed by this Agreement for the work performed divided by the number of hours which constitute the employee’s ordinary working week.
- 2.12 “Immediate Family” includes:
- a) The employee’s spouse; and
 - b) a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee’s spouse; and
 - c) for the purpose of bereavement and compassionate leave the definition of “Immediate Family” will include the employee’s former spouse where that relationship resulted in the birth/adoption of a child/children.
- Council recognises that this may not meet all of the cultural groups in Council’s workforce. Management may also grant requests for leave in circumstances where the individual is a person that occupied the same prominence in the employee’s life as a family member identified in the “Immediate Family”.
- 2.13 “Scheme” means the Superannuation Scheme.
- 2.14 “Superannuation Scheme” means LG Super Scheme.
- 2.15 “Union” means the following unions:
- The Australian Workers’ Union of Employees, Queensland. (AWU)
 - The Construction, Forestry, Mining and Energy, Union of Employees, Queensland. (CFMEU)
 - Transport Workers Union of Australia, Union of Employees, Queensland Branch. (TWU)
 - The Electrical Trades Union (ETU)

- Plumbers & Gasfitters Employees' Union Queensland (CEPU)

3. PARTIES BOUND

3.1. This Agreement is binding on: -

- Townsville City Council;
- The Australian Workers' Union of Employees, Queensland. (AWU)
- The Construction, Forestry, Mining and Energy, Union of Employees, Queensland. (CFMEU)
- Transport Workers Union of Australia, Union of Employees, Queensland Branch. (TWU)
- The Electrical Trades Union (ETU)
- Plumbers & Gasfitters Employees' Union Queensland (CEPU)

4. APPLICATION AND IMPLEMENTATION OF THE AGREEMENT

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

Where variations have been agreed for a specific work unit or team this has been documented in Appendix D (Local Area Agreements). In the event of any inconsistency between the terms of the Local Area Agreements and the terms of the main part of the Agreement the terms within Appendix D shall; prevail.

5. SCOPE AND COVERAGE OF THE AGREEMENT

5.1. This Agreement shall apply in respect of all employees of the Council, employed under the terms of Division 2, Section 5 and 6 of the Queensland Local Government Industry (Stream B) Award 2017

6. DATE AND PERIOD OF OPERATION

6.1. This Agreement comes into operation upon certification by the QIRC with a nominal expiry date 30 April 2025. This Agreement shall continue to have full effect until it is varied, terminated or replaced.

The parties undertake to provide their respective claims with renegotiation to commence six (6) months prior to the expiry of the Agreement, and aim to finalise the Agreement prior to it reaching the nominal expiry date.

7. RELATIONSHIP WITH PARENT AWARDS

7.1. This Agreement shall be read and interpreted wholly in conjunction with the relevant Awards, Orders, registered industrial Agreements and Memorandum of Agreement, as mentioned below, provided that where there is any inconsistency this Agreement shall take precedence:

- Queensland Local Government Industry (Stream B) Award 2017 Training Wage Award State - 2012
- Order – Apprentices and Trainees Wages and Conditions (excluding certain Queensland Government entities) 2003

7.2. The minimum wage rates and conditions contained in this Agreement are a comprehensive package of wages and conditions which are intended to supersede entirely the minimum rates of wages and conditions of employment contained in any Award or Agreement which would otherwise apply to the Council in respect of any employee (whether a member of the Unions or not) whose conditions of employment are subject to this Agreement.

7.3. This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings, hours of work, annual leave or long service leave.

8. PURPOSE AND OBJECTIVES OF THE AGREEMENT

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

9. LOCAL AREA AGREEMENTS

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

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.

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

9.4. 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.

9.5. 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.

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

9.7. Process for LAA's

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

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

9.8. It is acknowledged by the parties that any LAA's agreed to during the life of this Certified Agreement will not form a part of this Certified Agreement, unless a variation to this Certified Agreement is made to incorporate its terms. However, if approved in accordance with the conditions outlined above, a new LAA developed during the life of this Certified Agreement may come into operation prior to the Agreement's expiry, provided it does not disadvantage the employees involved.

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

9.10. The LAAs incorporated as part of this Agreement are contained in Appendix D of the Agreement

10. VARIATIONS

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

11. UNION REPRESENTATIVES

- 11.1. The Unions may appoint by written notice to Council, “in house” Union Representatives or Delegates within a particular Section and/or Business Unit of Council.
- 11.2. These Union Representatives or Delegates may then action, in accordance with their particular Union requirements, on Council wide matters.
- 11.3. Council Management is also prepared to allow any appointed Union Representative or Delegate, regardless of length of service, paid time off to attend appropriate training in this regard.
- 11.4. Union Representatives or Delegates shall be afforded the following rights:
 - a) The right to be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
 - b) The right to formal recognition by the Council that endorsed Union Delegates speak on behalf of Union Members in the workplace.
 - c) The Council will at the corporate induction include a slide in the presentation which details the Union parties to the Certified Agreements and their contact details.
 - d) The right to paid time to represent the interest of Members to the employer and industrial tribunals accordance with the Dispute Avoidance and Resolution of Grievances Clause 19 in this Agreement.

12. LEAVE RESERVED

- 12.1. There are no Leave Reserved Items

13. NO INDUSTRIAL ACTION / ESSENTIAL SERVICES

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

14. NO EXTRA CLAIMS

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

reserved by this Agreement.

15. AVAILABILITY OF THE AGREEMENT

- 15.1. The Council shall ensure that a copy of this Agreement is readily available for employees. A copy of the Agreement will be available electronically on Council's intranet webpage and a hard copy will be provided if requested.

To ensure supervisory employees understand the intent and application of this Agreement, an education program relating to this Agreement will be facilitated through relevant training following this Agreement being certified by the QIRC. Training will be undertaken within 6 months of the certification of this Agreement.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

16. JOINT CONSULTATIVE COMMITTEE

- 16.1. Council and the unions, who are party to this Agreement, agree to establish and maintain a Joint Consultative Committee and Local Consultative Committee.

The purpose of the Joint Consultative Committee and the Local Consultative Committee is to act as the primary consultation and industrial relations forum between Management and Unions concerning employment and industrial matters at the Council.

Unions and management are committed to achieving effective consultation in the workplace, and agree that cooperative consultation will provide employees with an opportunity, through their unions and committee representatives, to participate regarding decisions by the Council which impact on their working lives and improve productive performance.

The parties commit to the effective operation of the Joint Consultative Committee and the Local Consultative Committee of Council and will provide the necessary support to successfully implement its agreed terms of reference charter.

17. POLICIES

- 17.1. At the time of certification of this Agreement, the Council has in place the following which may apply:

- Equity and Diversity Policy
- Equal Employment Opportunity Administrative Directive
- Disciplinary Action Procedure
- Personal Protective Equipment Procedure
- Occupational Disease Vaccination Procedure
- Dress and Personal Appearance Standard
- Study Assistance Procedure
- Study Assistance Administrative Directive
- Parental Leave Policy

Amendments to or removal of the policies listed will be agreed by relevant parties through the JCC before being reported to Council as required.

Employees agree to comply with the Employer's policies, as varied from time to time through the JCC. To the extent there are any inconsistencies between the Employer's policies and this Agreement, this Agreement will prevail. Policies are not incorporated as terms of this Agreement.

18. CONSULTATION AND COMMUNICATION

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

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

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

- 18.3. Council shall discuss with the employees affected and their relevant union/s, the introduction of the proposed changes referred to in this clause, the effects the proposed changes are likely to have on employees and measures to avert or mitigate the adverse effects of such proposed changes on employees.
- 18.4. Council will give prompt and genuine consideration to any matters raised by the affected employees and/or the relevant union/s in relation to the proposed changes and shall report back in writing.
- 18.5. For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant union/s all relevant information about the proposed changes including:
 - the reasons for the proposed change;
 - the nature of the proposed changes;
 - the expected effects of the proposed changes on employees and
 - any other matters likely to effect employees

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

- 18.6. Where the Council is proposing to undertake organisational restructuring that has significant effects the Council will provide affected employees' and their relevant union/s a summary of the proposed changes to the new structure including:
 - any current positions which are likely to be displaced and/or deemed redundant;
 - vacancy listing;
 - proposed new positions;
 - the responsibilities of the new positions; and
 - a list of potentially affected positions, including the Council's proposal to mitigate the effects on each affected employee.

19. DISPUTE AVOIDANCE AND RESOLUTION OF GRIEVANCES

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

- 19.2. This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 19.3. During any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage, of the imposition of any ban, limitation or restriction, no party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 19.4. All notifications and responses must be in writing and shall briefly detail the basis of the dispute and/or grievance and the outcome involved. An acknowledgment of the receipt of such grievance shall be made by management within three (3) days.
- 19.5. Notwithstanding any other provision having application to the Townsville City Council, any grievance or dispute shall be handled as follows: -

The employee(s) and council may choose to be represented at any of the stages of this process.

STAGE 1

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

STAGE 2

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

STAGE 3

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

STAGE 4

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

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

- 19.6. There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and the Work Health and Safety Act and consistent with established custom and practice at the workplace.

The timeframes provided in clause 19.5 may be extended by agreement between the parties which will not be unreasonably withheld.

PART 3 - PRODUCTIVITY, EFFICIENCY, EMPLOYMENT SECURITY & CHANGE

20. EFFICIENT USE OF EMPLOYEES

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

21. ABSENTEEISM CONTROL MEASURES

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

- (d) If the pattern of personal/carer's leave continues, the council also has the discretion to require a second medical opinion by a Council nominated Doctor chosen in consultation with the relevant union. If this second medical opinion is required, the Council will pay for the requested consultation. The Director, in consultation with the employee, may refer the employee to the Council's nominated Employee Assistance Provider. If it is felt that this provider may be able to assist in re-establishing normal work patterns, employees will be encouraged to accept referral as one method for appropriate remedial action.
- (e) The results of the above checks will be recorded on the employee's file. Once the six month period has elapsed the employee will revert back to normal personal/carer's leave provisions. Such information shall remain confidential between council and the employees concerned and their representative if appropriate.

21.3. This procedure to manage personal/carer's Leave does not operate to withdraw the Council's right to take termination procedures or other disciplinary action against any employee if that employee is guilty of claiming personal/carer's leave pay when that person was not actually sick. Similarly, the above procedures do not remove the employee's right to take the matter to the appropriate tribunal.

22. JOB SECURITY

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

23. CONTRACTING / OUTSOURCING

23.1. It is the Council's clear preference to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations unless it can be clearly demonstrated that those works, services and operations would be more efficiently and productively provided through contracting out. The parties agree, however, that an efficient and productive in-house workforce should be competitive with contractors.

23.2. During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council where this would adversely impact on the employment of the current in-house workforce. However Council may determine to contract out works and services in the following circumstances:

- In the event of a lack of available skills in the Council's workforce for the provision of those works or services, or
- Where there is a lack of available infrastructure capital or a cost in the provision of technology in order to undertake the works or services, or
- That there is a legislative or funding requirement that the works be undertaken by competitive tender or by contract, or
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out on the basis that they would be more efficiently delivered by contract, or

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

24. CONSULTATION PROCESS

24.1. Before making a definite decision to contract out or lease any Council works or services provided by current in-house Council employees in a way that will have significant effects, as defined in Clause 18, on affected employees, consultation shall occur in accordance with Clause 18 Consultation and Communication. As part of the consultation process the following information shall be provided:

- Information outlining why the service cannot continue to be delivered by Council employees;
- The impacts that the decision would have on Councils workforce;
- How the proposed initiative will improve the service delivery to the community;
- Any social and/or economic impact on the community.

PART 4 - EMPLOYMENT

25. TYPES OF EMPLOYMENT

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

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

25.1. Full Time

Full time employment means employment which requires an employee to work for 38 ordinary hours per week.

25.2. Part Time

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

A part-time employee is entitled to overtime for hours worked in excess of the daily ordinary hours (7.6 hours) or weekly ordinary hours (38 hours) of a full time employee in accordance with the overtime provision of this Agreement. If a part time employee, for a period of time, works full time hours they may elect to work those hours in accordance with the Nine Day Fortnight provision of this Agreement.

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

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

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

25.2.4. Employees employed on a job share basis shall be entitled to all leave as prescribed by the Agreement on a pro-rata basis. All other provisions of this Agreement shall apply. All arrangements made pursuant to this clause shall be subject to regular review in order to assess the effectiveness of the position being performed on a job share basis. The

concerned employees with the support of their union if they wish and the Council shall jointly conduct the review.

25.3. Casual

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

25.3.1. Hours of Duty - Casual employee

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

25.3.2. Minimum Period of Engagement - Casual employee

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

25.3.3. Rates of Pay—Casual Employee

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

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

25.3.4. Overtime - Casual Employee

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

25.3.5. Casual Conversion

A casual employee working on a systematic and regular basis within the ordinary time span of hours (6am to 6pm, Monday to Friday) for a period of 6 months has a right to

request that their employment be converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue. The Council shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure. The conversion of the position shall not be unreasonably withheld. The Council shall advise the employee in writing of their right to request to have their employment converted to full-time or part-time employment.

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

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

25.3.6. Other Conditions - Casual Employee

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

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

25.4. Fixed Term

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

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

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

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

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

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

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

26. PROBATION

- 26.1. An employee, upon commencement, shall serve a probationary period of three months. The employee acknowledges and agrees that the probationary period may be extended by a further three months in writing at the Council's discretion. If this occurs, then the employee has a probationary period of six months (instead of three months).
- 26.2. During the probationary period, the achievement of learning objectives, commitment to safety and council values, efficiency, work quality, performance, conduct and attendance will be assessed and communicated with the employee.
- 26.3. Employees who have completed a probationary period to the satisfaction of council shall not be required to undertake an additional probationary period in the event of reclassification, promotion, or job change, provided the employee's service is unbroken.

27. MIXED CONTRACTS OF EMPLOYMENT

- 27.1. In addition to the provisions of their primary contracts of employment full-time employees may also be engaged on a casual basis for duties in a separate engagement in a Department, Section or Business Unit of council.

Such engagement shall be subject to the following conditions:

- (a) That work required to be performed in a separate engagement is not within the primary contract of employment position/job description of the employee concerned.
- (b) The separate engagement is to meet a specific purpose.
- (c) The separate engagement enables the employee to attain additional remuneration and/or skills.
- (d) The separate engagement must be at the instigation of the employee and be subject to mutual agreement between the council and the employee concerned.
- (e) The separate engagement is not designed to avoid overtime obligations, but genuinely meets the tests set out in items (a) to (d) above.

28. ABANDONMENT OF EMPLOYMENT

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

29. NOTICE OF TERMINATION OF EMPLOYMENT

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

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

- 29.2. In addition to the period of notice listed immediately above, where the Council is providing the employee with notice to terminate, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 29.3. Payment in lieu of the prescribed notice must be made if the appropriate notice period is not required to be worked. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Council would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the employee's ordinary hours of work (even if not standard hours); and
 - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the employee's employment contract.
- 29.4. This notice period may be reduced without penalty by the Chief Executive Officer, where an employee, by written request, can demonstrate detrimental impact resulting from compliance with this clause.
- 29.5. The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
 - (b) to employees engaged for a specific period of time or for a specific task or tasks;
 - (c) casual employees, except as provided for in subclause 25.4.6

30. REDUNDANCY

- 30.1. The Council's Redundancy Agreement is attached as Appendix B.

31. TRANSMISSION OF BUSINESS

- 31.1. This clause will apply where the Council:

- (a) Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- (b) Transmits to a new employer the business or any part of the business covered by this Agreement.

31.2. Where the Council proposes to transmit the business or any part of the business, the Council shall consult with employees and Unions in accordance with the Consultation provisions of this Agreement.

31.3. The Council shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

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

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

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

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

31.5. In the event that an employee chooses not to accept work with the new employer the Council will seek to redeploy the employee in accordance with the Appendix B, Redundancy Agreement, and if it is unable to do so apply the retrenchment provisions of the Agreement.

31.6. Any dispute over the application of the Redundancy Agreement may be referred to the QIRC in accordance with the Dispute Avoidance and Resolution of Grievances Clause 19 of this Agreement.

PART 5 - PAY RELATED MATTERS

32. RATES OF PAY

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

20 April 2022	19 April 2023	17 April 2024
2.1% or \$32.00 per week Whichever is more	2.2% or \$32.00 per week Whichever is more	2.2% or \$32.00 per week Whichever is more

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

32.2. Junior Rates

32.2.1. Unless Clause 36, Salary/Wage Progression and Reclassification, or Appendix C provide otherwise, the following rates apply to employees under 21 years of age, who hold Level 1 positions.

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

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

33. SUPERANNUATION FUND

- 33.1. Council will contribute the required superannuation on behalf of each employee to a compliant superannuation fund of the employees choosing pursuant to the Federal Government choice of fund legislation.
- 33.2. In the event an employee does not nominate a choice of fund in accordance with clause 33.1 the default superannuation fund will be Local Government Superannuation Plan (QLD) (LGIA Super).
- 33.3. The Council contribution to employees' superannuation for contributing employees shall be 13.5% of the employees' ordinary time earnings subject to the employee contributing a minimum of 6% of their ordinary time earnings. Employees may contribute more than the minimum in accordance with Clause 37 Salary Packaging below.

34. HIGHER DUTIES

- 34.1. Employees will be paid at the higher rate of pay for a full day when higher duties are directed and performed for more than 4 hours in a single shift.
- 34.2. Where an employee is engaged in higher duties the employee will be paid at the higher classification.
- 34.3. Employees being paid higher duties accept all operational, administrative and supervisory responsibilities of the higher classified position.
- 34.4. Where an employee has continuously performed higher duties, in the same role, for a period exceeding six (6) months, the employee may request a review by Council, in consultation with the relevant union, for the continued need for higher duties or for appointment of the position. Within one (1) month of the review having been commenced the employee will be notified in writing of the outcome of the review.

35. SECONDMENT / MIXED FUNCTIONS

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

36. SALARY / WAGE PROGRESSION AND RECLASSIFICATION

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

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

Position descriptions shall be used as the primary source of classifying positions. The Council will continue to provide to each employee a position description which clearly and accurately identifies as a minimum:

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

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

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

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

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

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

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

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

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

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

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

- 36.6. Any employee who is classified at Local Government Employee Level 2 under Queensland Local Government Industry (Stream B) Award 2017 and who has completed 12 months satisfactory service and meets the required criteria of Local Government Employee Level 3 as contained in that Award will be automatically advanced to Local Government Employee Level 3.

37. SALARY PACKAGING

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

38. PAYMENT OF SALARY / WAGES

- 38.1. Payment of Salaries and Wages shall be paid in arrears, with payment made by Electronic Funds Transfer (EFT) to a financial institution with EFT facilities nominated by the employee.

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

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

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

39. ALLOWANCES

- 39.1. Allowances will be paid in accordance with Appendix E.

- 39.2. Indexing of Allowances

The allowances in Appendix E, except annualised allowances, over Award allowances and all purpose allowances, which do not index, shall be indexed in accordance with the State Wage Case handed down by the QIRC.

The annualised allowance for Wastewater Treatment Plants shall be indexed at 2.1% upon ratification of this agreement by the QIRC and 2.2% in years 2 and 3 of the Agreement's operation. Indexation for years 2 and 3 will occur on the anniversary date of ratification.

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

40. ORDINARY HOURS

- 40.1. The ordinary hours of work for all employees will be in accordance with the Award, or as outlined:
- By mutual agreement employees may work an average of thirty-eight (38) ordinary hours per week or seventy-six (76) hours per fortnight, with a minimum of a 2 consecutive day break between each five (5) consecutive days. Agreement will not be unreasonably withheld.
 - The ordinary hours of work for employees shall not exceed 38 per week, to be worked Monday to Friday, both days inclusive, between the hours of 6:00am to 6:00pm.
 - Employees may be rostered to work up to a maximum of ten (10) ordinary hours per day, subject to consultation with directly impacted employees as per the consultation provisions of this Agreement.
- 40.2. Subject to the above, penalty rates will be paid in accordance with the Award where:
- Ordinary hours are worked on a Saturday or Sunday;
 - Ordinary hours are exceeded for the pay period;
 - More than 10 ordinary hours are worked in any one shift.
- 40.3. Employees will clean up in their own time. The Supervising Employee may agree to wash up in Council time should the employee be working with toxic substances or in excessively dirty conditions.
- 40.4. Employees will lock up their personal tools, equipment and effects in their own time.
- 40.5. Employees will complete the Daily Time and Plant Hire record in the Council's time.
- 40.6. An employee who is absent on personal/carer's leave or annual leave shall apply for sufficient leave for each period of their absence to cover the hours they would have worked on that day of their roster.
- 40.7. The payment of wages for each pay period shall be on the basis of the actual hours worked during that period.
- 40.8. When an employee is required by the Supervising Employee to work outside or in excess of the ordinary hours of work they shall be paid for such time at the rate prescribed for overtime in the accordance with sub-clause 43.3 Overtime.
- 40.9. Ordinary hours worked on Saturdays and Sundays shall be paid for at a rate of double time, except where the Saturday or Sunday is a Public Holiday, in which case clause 57 Public Holidays will apply.

41. NINE DAY FORTNIGHT AGREEMENT

- 41.1. Management may propose to exclude some positions within the Council from the provisions of this Nine Day Fortnight Agreement where the participation in this arrangement would prejudice the efficient operations of the Council's Business. The exclusion of the nine day fortnight is subject

to mutual agreement between the Council, the employee or employees concerned and their relevant union..

- 41.2. Employees participating in the rostered day off (RDO) arrangement will work their ordinary hours for the fortnight across nine days to allow one day RDO.

Employees engaged on a 38 hour week arrangement will work 76 hours across a nine (9) day fortnight with scheduling of hours as coordinated by managers.

Employees participating in this arrangement will be entitled to their RDO on a Monday or a Friday, with the Manager of the section being responsible for the implementation of the RDO roster.

- 41.3. Notwithstanding the above, where the Director is of the opinion that the taking of RDO's is prejudicial to the efficient operation of Council business, as an alternative to excluding the position from the provisions of the RDO Arrangement, the Director may decide that the RDO, if taken on an alternative day, may be more beneficial. In these circumstances the Director will consult with the affected employees on the alternative day for the RDO to be taken. Agreement will not be unreasonably withheld and where agreement cannot be reached the dispute will be managed in accordance with the Dispute Avoidance and Resolution of Grievances clause 19 of this Agreement.

- 41.4. Annual leave entitlements shall be recorded in hours and fractions thereof. Absences on Annual Leave will be taken in accordance with the ordinary span of hours/ roster worked. During fortnights in which Annual Leave is taken employees shall be entitled to take their RDO off, with no reduction in Annual Leave credits.

- 41.5. Banking Of Rostered Days Off

On jobs where progress is critical, or to take advantage of seasonal conditions, or periods of short-staff, such as extended Personal/Carer's leave, Annual Leave or Long Service Leave in service delivery units, employees may be required by management to bank up to a maximum of five (5) RDO's in the twelve month period between 1 July to 30 June each year.

For example the Construction, Maintenance and Operations Section may require its Parks, Open Space and Environmental workforce to bank up to five RDOs which fall in the Wet Season (November to April inclusive) and take those accrued days in the Dry Season (May to October inclusive). For Construction, Maintenance and Operations employees the peak season is the Dry Season so employees may be required to bank up to five RDOs falling in that season and take them in the Wet Season.

Where the banking of RDOs is proposed as part of scheduling work to take advantage of seasonal conditions the Council must give at least four week's notice of the proposed banking, which employees or work crews it is proposed whose RDO's would be banked and which days are proposed to be banked and must consult with the relevant employees and their unions prior to the banking of the RDOs commencing.

In other than seasonal circumstance , or in emergency situations, the employee must be given at least one (1) weeks' notice by Management and consideration shall also be given to the employee's individual circumstances.

Banked RDO's should be taken at the completion of the project or return to normality to staffing levels or, if the RDOs have been banked to take advantage of seasonal conditions, at the end of the season from which they have been banked.

The days on which banked RDOs are taken shall be mutually agreed by the employee and their manager. The manager's agreement is not to be unreasonably withheld.

However all banked RDO's should be taken within six (6) months of being accumulated. If banked RDO's cannot be taken within that time, the RDOs shall be accumulated and will be taken in conjunction with the next period of the employee's Annual Leave.

When taken, a banked RDO shall be paid at the employee's ordinary rate of pay at the time the employee takes the RDO.

If an employee leaves the employment of Council for any reason, any accumulated or banked RDO's shall be paid to the employee at the ordinary rate of pay at the time of the termination.

42. IRREGULAR WORKS

- 42.1. Irregular work may be required where short term works are required to be performed in hours outside of the span of ordinary hours. Performing work outside of the span of ordinary hours may be preferable due to, for example:

- Being engaged in on-going emergency management
- Reduced risk to employee
- Enabling the distribution of working hours and duties
- To appropriately manage fatigue

- 42.2. Irregular work does not constitute shift work. Irregular work would require an employee to work their ordinary hours of work (typically 8.50 hours or as otherwise rostered) outside the span of ordinary hours being 6am to 6pm. These irregular work hours will form part of the participating employees' ordinary 38 hours per week.

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

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

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

- 42.3. Remuneration of Irregular Work

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

- Ordinary hours commencing at or after 6.00pm shall be paid in accordance with sub-clause 43.3 Overtime
- All hours worked in excess of the employee's rostered ordinary hours on any day, shall be considered overtime and will be paid in accordance with sub clause 43.3 – Overtime.
- Ordinary hours worked in the performance of irregular work on a Saturday or Sunday (other than Public Holidays) shall be paid in accordance with sub clause 43.3 – Overtime.

- 42.4. Fatigue

In accordance with Clause 45 of this Certified Agreement (10 Hour Break) employees will be entitled to access a 10-hour consecutive break prior to recommencing their ordinary hours, without loss of pay for ordinary working time occurring during such absence.

43. OVERTIME

- 43.1. An employee may be required to work reasonable overtime at overtime rates.
- 43.2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (a) any risk to the employee's health and safety;
 - (b) the employee's personal circumstances including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Council of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 43.3. Overtime worked outside the spread of ordinary hours on any day or excess of the ordinary weekly hours (Monday – Friday) shall be paid for in accordance with the provisions of the relevant parent Awards. All overtime performed on Saturday and Sunday, except on Public Holidays shall be paid for at the rate of double time with a minimum payment of 3 hours.
- 43.4. Time off in lieu of overtime (TOIL)

Provided that by mutual agreement between the employee and Council, the employee may upon claiming for overtime be given time off in lieu of overtime. Such time off would be on the basis of an hour for an hour. Employees may be able to accrue up to two (2) days of TOIL to be utilised or paid out by calendar year end at the relevant overtime rate.
- 43.5. Clause 43 shall not apply to employees performing shift work as defined in clause 49 of this Agreement, who shall be paid overtime as specified in that clause.

44. WORK CYCLES, ARRANGEMENT OF HOURS, SPAN OF HOURS AND MAXIMUM HOURS WORKED – TIP CONTROLLERS - Queensland Local Government Industry (Stream B) Award 2017

- 44.1. The work cycles, arrangements of hours, span of hours and maximum hours worked by Tip Controllers employed under the provisions of the Queensland Local Government Industry (Stream B) Award 2017 may be changed at anytime in accordance with the provisions of the Award. Provided that where Council wishes to implement a work cycle and ordinary hours within work cycles for Tip Controllers which exceed the provisions of the Queensland Local Government Industry (Stream B) Award 2017 the implementation of the proposed work cycle and ordinary hours shall be in writing and shall be subject to the agreement of Council, the relevant union and the majority of the employees concerned. Further provided that the ordinary hours of work shall not exceed 12 hours on any day and may be worked subject to:
 - (a) the Council and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
 - (b) proper health monitoring procedures being introduced;
 - (c) suitable roster arrangements being made; and
 - (d) proper supervision being provided.

The ordinary hours of duty shall be averaged at 38 hours per week

45. 10 HOUR BREAK

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

Calls Outs / Recall

- 45.3. If:
 - in the period between 12 hours and 2 hours before the scheduled commencement of their next shift;
 - an employee is required and requested by Council to be called out or recalled to perform work; and
 - the employee attends and performs work;then irrespective of the duration of the work performed, the employee must have a mandatory 10-hour break from completion of the latest work (last call out or recall) until reporting to work. The employee will then be required to work until the scheduled completion of their ordinary scheduled shift unless the period to be worked is no more than 2 hours. In that case the employee may:
 - a) attend work; or
 - b) utilise banked TOIL, RDO accruals, annual leave or unpaid leave and not attend work.
- 45.4. If an employee:
 - has not been called out or recalled in the period between 12 hours and 2 hours before the scheduled commencement of their next shift; and
 - up to 2 hours before the scheduled commencement of their next shift the employee is required and requested by Council to be called out or recalled to perform work; and
 - the employee attends and performs work;then irrespective of the duration of the work performed, the employee will continue to work overtime until their scheduled commencement time after which the employee will commence their ordinary scheduled shift (typically 8.5 hours) until its completion.
- 45.5. Where a 10 hour break would apply, if an employee is instructed to resume or to continue work without having had the 10 hour break, the employee shall be paid at double ordinary rates (unless on a Public Holiday in which case the overtime rates of Clause 57 shall apply) until the employee is released from duty for such period, and such employee shall be entitled to be absent until such

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

Remote Response

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

If:

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

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

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

- 45.7. If an employee:

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

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

46. FLEXIBLE WORK PRACTICES AND MODERNISATION

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

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

- a) Span of hours;

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

46.2. Agreements for Flexible Working Arrangements must: -

- a) Be initiated by the employee making a request, which can be written or verbal;
- b) Be recorded in writing;
- c) State the change in a way the employee works in sufficient detail to allow the employer to make a decision about the request;
- d) State the reason for change;
- e) State the benefit to the employee if the request was granted;
- f) Be signed by both parties;

Agreement will not be unreasonably withheld.

46.3. Without limiting the options for arrangement of work cycles, examples of the way work cycles may be arranged are as follows:

- a) Full time employees working 152 hrs in a 4 week cycle.
- b) by employees working less than 8 ordinary hours each day; or
- c) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- d) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- e) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

46.4. Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the employees classification level within the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.

46.5. Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment and the appropriate rate of pay in accordance with the mixed functions clause of the relevant Award, and allowances for the use of such tools are paid.

46.6. The parties agree that there is a need to address workplace efficiencies, effectiveness and services so that Council and its employees improve their future efficiency and effectiveness.

46.7. The parties agree that adequate consultation and communication provide a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective

communication between all levels catering for an information flow between management and employees and/or an agent or representative for the employee.

47. ON-CALL / CALL OUT / ATTENDING CALL OUTS / REMOTE RESPONSE

47.1. On-call

Where an employee is directed to remain on-call between Monday to Sunday, inclusive, including on a public holiday, during any day or night outside their ordinary working hours the employee shall be paid \$53.57 for each day or night (period of 24 hours) during which the employee remains on-call.

An employee directed to remain on-call must be able to be contacted and be able to respond within a reasonable period of time.

An employee shall not be considered to be on-call due solely to a customary arrangement whereby the employee returns to the employer's premises outside ordinary hours to perform a specific job.

An employee who is rostered on-call will only work overtime as an extended shift by mutual agreement between the employee and Council.

47.2. Call Outs

A "call out" situation exists from the time the employee concerned leaves to commence work until such time as the employee returns home.

Jobs allocated during the minimum payment period do not represent separate call outs.

47.3. Recall

Where an employee is required to remain on-call and is paid the allowance prescribed in this clause and is called upon to respond to a call out, the employee will be entitled to:

- On any day a minimum payment of 2 hours at the applicable overtime rate for the first 'call out'.
- Subsequent calls within the 2 hour period do not trigger additional payments except where the work exceeds the 2 hour period, in which case overtime rates will apply for actual time worked in excess of the 2 hours. Calls falling outside the minimum 2 hour engagement will attract a subsequent minimum payment of 2 hours at the applicable overtime rate.

An employee not in receipt of the on-call allowance who is recalled, or who was notified of the need to return to perform work prior to the completion of ordinary hours on the day in question, shall be paid in accordance with the clause 43 Overtime.

Notwithstanding the provisions of this clause, an employee recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.

48. REMOTE RESPONSE

- 48.1. In the event of an employee (on call, or not on call) being contacted outside of ordinary hours and requested to respond to an issue remotely (without the need to attend at a council workplace), the

employee shall be paid at the appropriate overtime rate for the actual time worked, with a minimum payment of 30 minutes at the applicable overtime rate.

- 48.2. Subsequent calls within the 30-minute minimum payment period, do not trigger additional payments except where work extends beyond the 30 minute period, in which appropriate overtime rates will apply for the additional time worked.
- 48.3. Subsequent calls falling outside the 30-minute minimum period, shall be paid at the appropriate overtime rate for the actual time worked, with a minimum payment of 30 minutes at the applicable overtime rate.
- 48.4. Employees providing remote responses are responsible for recording the remote requests and responses as directed by the Manager. Provided that an Employee, who is not on call but is contacted to provide a remote response as if they were on call, is also eligible to the same overtime payment, but no on call payment shall apply.

49. SHIFT WORK

- 49.1. Council may require specific work to be performed on the basis of shift work. Prior to implementing a system of shift work, consultation shall take place between Council and the employees affected.
- 49.2. The ordinary hours of shift workers shall average 38 hours per week inclusive of meal time and shall not exceed 152 hours in 28 consecutive days.

A shift shall consist of not more than 10 hours inclusive of meal time:

Provided that -

- a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned;
- b) by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - i. the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
 - ii. proper health and monitoring procedures being introduced;
 - iii. suitable roster arrangements being made;
 - iv. proper supervision being provided; and
- c) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.

49.3. Shift allowances

In addition to the wage rates prescribed in this Agreement, shift workers shall be paid the following afternoon and night shift allowances for each afternoon or night shift worked.

(a) Afternoon shift allowance:

An afternoon shift shall be a shift finishing after 6.00 p.m. and at or before midnight.

The percentage allowance is 12.5% per shift.

(b) Night shift allowance:

A night shift shall be a shift finishing subsequent to midnight and at or before 8.00 a.m.

The percentage allowance is 15% per shift.

- 49.4. Shift allowance(s) shall not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Sunday shall be paid for at the rate of double time.
- 49.5. For the purposes of payments, the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.
- 49.6. Provided that Plumber's Assistants required to work shift work will be paid shift entitlements in accordance with the Queensland Local Government Industry (Stream C) Award 2017, Division 2, Section 1.
- 49.7. Where a full time or part time employee is required to work inside the ordinary starting and ceasing time for the day of the week on which such holiday falls on a gazetted public holiday, as listed above, payment shall be at the rate of double time and a half of the ordinary rate.
- 49.8. For the purposes of this clause where the rate is a weekly rate, double time and a half shall mean one and a half times the hourly rate prescribed by this Agreement in addition to the employee's ordinary time payment for the time worked.

50. MEAL BREAKS & REST PAUSES

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

50.1.1. Rest Pause

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

50.1.2. Meal Break

- a) Employees required to continue working in excess of 5 ordinary hours on any day shall be allowed not less than 30 minutes unpaid meal break.
- b) The meal break is to be taken from the commencement of the fifth hour and,

- c) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of 30 minutes can be taken or until the employee ceases work for the day.

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

50.2.1. Rest Pause

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

50.2.2. Meal Break

- a) All employees who work in excess of 5 ordinary hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the fourth and sixth hours of duty.
- b) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.
- c) Continuity of work during meal breaks
 - i. Where the efficiency of the employer may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes without penalty.
 - ii. The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.

50.3. Meal Breaks during Overtime

50.3.1. On Scheduled Shifts, employees are allowed:

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

50.3.2. On Unscheduled Shifts and Public Holidays, employees are allowed:

- a) A 30-minute paid meal break, if overtime exceeds 5.0 hours in a single shift.
 - b) An additional 45-minute paid meal break, if overtime exceeds 9.0 hours in a single shift and a further 45 minute paid meal break for each additional 4.0 hours worked thereafter.
- 50.4. There is no provision for the 20-minute rest pause to be taken during overtime shifts.
- 50.5. Prior approval must be granted in order for an employee to continue working through a required meal break.

PART 7 - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

51. ANNUAL LEAVE ENTITLEMENT

- 51.1. Every employee (other than a casual employee) shall at the end of each year of employment, be entitled to an annual holiday on full pay of five weeks (of 190 hours) plus annual leave loading. Annual leave accruals will be credited to an employee on a weekly basis. Part time employees will have pro rata entitlements for annual leave.
- 51.2. Provided that annual leave is not to accrue during periods of leave without pay not authorized by Council unless the employee is absent for not more than 3 months because of illness or injury certified by a Doctor.

For the purpose of this clause, leave without pay does not include any period of absence of less than three months during which the employee is entitled to payment under the Workers' Compensation and Rehabilitation Act 2003
- 51.3. If immediately before taking the leave the employee is being paid at a higher rate than the ordinary rate, then the employee shall be paid at the higher rate while on leave.
- 51.4. Annual Leave Accrual
 - 51.4.1. An employee with accrued entitlements of annual leave of more than two years shall advise Council within a reasonable time the accrual will be taken. Should an employee fail to propose a timeframe for taking the accrued annual leave, the Manager/ Director may on one month's notice direct the employee to take such leave.
 - 51.4.2. Where an employee who has a leave balance of greater than two years entitlement applies for annual leave, approval of the employee's application will not be unreasonably withheld.
 - 51.4.3. Should a disagreement occur regarding the taking of excess annual leave accrual then the matter can be processed through Clause 19, Dispute Avoidance and Resolution of Grievances.
- 51.5. Any dispute relating to an application for leave will be managed in accordance with Clause 19 Dispute Avoidance and Resolution of Grievances

52. CASH OUT ANNUAL LEAVE

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

53. ANNUAL LEAVE LOADING

- 53.1. Annual leave pay, including any proportionate payments, shall be calculated at the employee's rate of pay for the period of the annual leave.

A further amount calculated at the rate of 17.5% of this amount, will be added to the sum. This is referred to as Annual Leave Loading, and is applied to the prescribed value of 5 weeks leave per annum. Payment of this additional loading will be as part of the standard pay run.

- 53.2. Annual leave loading is paid in compensation for a notional loss of opportunity to work overtime.

54. CHRISTMAS

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

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

- 54.2. Council shall give at least 90 days' notice of the Christmas close down dates.

55. LONG SERVICE LEAVE

- 55.1. Subject to the provisions of this Agreement, the entitlement of an employee to long service leave on full pay pursuant to this Agreement shall be as follows.

55.1.1. In the case of an employee who has completed an initial period of ten years' continuous service, thirteen weeks;

55.1.2. In the case of an employee who has completed an initial period of seven years but less than ten years' continuous service, and who terminates that service, or who dies, or whose employment Council terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of thirteen weeks for ten years' service;

55.1.3. In the case of an employee who has completed an initial or a subsequent period of ten years' service and who continues that service until the employee has completed a further period of ten years' service, a further thirteen weeks; and

55.1.4. In the case of an employee who continues in the service of a Council after having completed an initial or a subsequent period of ten years' service and whose employment is terminated for any reason, or who dies, before completion of a further period of ten years' service, a proportionate further amount on the basis of thirteen weeks for ten years' service.

- 55.2. For the purpose of this Agreement continuous service shall mean and include service with a Council or with more than one Council which has been continuous except for:
- 55.2.1. Absence from work on leave granted by a Council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five years of the employees service shall be included in the period in respect of which long service leave is computed:
 - 55.2.2. Work performed outside of Local Government within Queensland, Queensland State Government and Federal Government Departments.
 - 55.2.3. The employee having been dismissed or stood-down by the Council, or the employee having terminated service with the Council by reason of illness or injury; provided that the employee shall have been re-employed by that Council or another Council, and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph be taken into account in calculating the period of service;
 - 55.2.4. The employee having been dismissed or stood down by the Council, or the employee having terminated service with the Council, provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding three months.
 - 55.2.5. Service as a member of the Naval, Military or Air Forces and of the Commonwealth or of the Civil Construction Corps established under the National Security Act 1939, as amended by subsequent Acts, of the Commonwealth, shall be deemed to be service with the Council by which that employee was last employed before the employee commenced to serve as such member.
 - 55.2.6. Upon enlistment in Her Majesty's Armed Forces for active war service of any employee employed under this Agreement, the Council shall be liable to pay to such employee, if the employee so requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this Agreement.
 - 55.2.7. Any pro rata payment so made at the employee's request shall not be deemed to break the continuity of the employee's service for long service leave purposes, but the quantum of long service leave to which such employee may become entitled in the event of the employee rejoining the service of the same or another Council to this Agreement shall be reduced by the period of service in respect of which the pro rata payment was made.
 - 55.2.8. Where an employee covered by this Agreement enlists for active war service in any of Her Majesty's Armed Forces and subsequently dies during the period of such enlistment a pro rata payment of long service leave due to the employee shall be paid to the employee's personal representative.
 - 55.2.9. In the event of such employee being totally incapacitated by reason of war service to the extent of being unable to resume duties with the Council, a pro rata payment for long service leave shall be paid to the employee or calculated in accordance with provisions of this Agreement; provided that for the purposes of this clause there shall be no minimum qualifying period of eligibility for long service leave.

55.3. Entitlement

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

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

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

55.4.1. All employees shall be eligible to take long service leave after 7 completed year's continuous Queensland Local Government service.

55.4.2. In cases of maternity leave, hardship or training purposes, pro-rata entitlements of long service leave payments may be taken as leave provided that all other avenues of leave have been exhausted.

55.5. Calculating an employee's length of service

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

55.5.1. Employees whose initial period of continuous service commenced on or after 11 May 1964 shall be entitled to long service leave in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service and in respect of service on or after 1 January 1977 at the rate of one and 3/10ths weeks for each year of service.

55.5.2. An employee whose initial qualifying period of ten years' continuous service was completed on or after 1 January 1977 shall immediately after completion of such period become entitled to long service leave, but the amount thereof shall be calculated in accordance with the provisions above.

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

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

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

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

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

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

55.8. Continuous Service

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

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

55.9. Statutory Holidays Excluded

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

55.10. Time and Manner of Payment to be Agreed

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

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

55.11. Payment Upon Death of Employee

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

56. EXTENDED LONG SERVICE AND ANNUAL LEAVE

- 56.1. As a lifestyle choice option, employees may apply for and Council may consider extended leave (as defined in this clause) as an attractive alternative to the usual annual and long service leave provided by Council.
- 56.2. Taking into consideration organisational requirements, agreement in writing may be reached between an employee and Council to extend a period of annual or long service leave time by averaging his / her normal annual or long service leave payments taken a half pay.
- 56.3. Extended leave is defined as the employee taking all or part of their leave, by agreement with the Council on proportionate pay with the period on leave being extended accordingly. Agreement will not be unreasonably withheld.
- 56.4. This can only be done over a minimum period of one week of their accrued annual or long service leave entitlement.

57. PUBLIC HOLIDAYS

- 57.1. The following days are Public Holidays, the dates may vary from year to year and will be recognised as gazetted by the Queensland Government.
 - New Year's Day;
 - Australia Day;
 - Good Friday;
 - Easter Saturday (the day after Good Friday);
 - Easter Sunday;
 - Easter Monday;
 - Anzac Day;
 - Labour Day;
 - Show Day (as gazetted);
 - The Birthday of the Sovereign;
 - Christmas Day;
 - Boxing Day; or

- any day appointed under the Holidays Act 1983, to be kept in place of any such holiday
- 57.2. A part time or full-time employee whose usual day of work falls on a public holiday shall be entitled to be absent for the day without loss of pay. Payment shall be at ordinary time for the hours that the employee would have usually worked on that day.
- 57.3. If a Statutory Holiday falls on a day on which the employee has a Rostered Day Off and the employee does not work on that day the Rostered Day Off shall be rescheduled on a day nominated by the Council which will normally be either the work day immediately preceding or immediately following the Rostered Day Off.
- 57.4. Where a full time or part time employee is required to work inside the ordinary hours for the day of the week on which such holiday falls on a gazetted public holiday, as listed above, payment shall be at the rate of double time and a half of the ordinary rate.
- 57.5. For the purposes of this clause where the rate is a weekly rate, double time and a half shall mean one and a half times the hourly rate prescribed by this Agreement, in addition to the employees ordinary time payment for the time worked on that day.
- 57.6. All time worked on any of the holidays mentioned above outside the ordinary hours for the day of the week on which such holiday falls shall be paid for at double time and one half for such time when worked outside the ordinary hours on an ordinary working day or over time on the day.
- The minimum payment for work on a public holiday is four hours at the appropriate rate.
- Where a casual employee is required to work, the employee will receive 150% of their ordinary rate in addition to their ordinary rate.
- 57.7. In the case of employees who do not ordinarily work Monday to Friday of each week i.e. whose ordinary hours include work on a Saturday or Sunday such employees shall be entitled to public holidays as follows:
- a) A full-time employee shall be entitled to either payment for each public holiday or a substituted day's leave.
 - b) A part-time employee shall be entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
 - c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.
 - d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and a-half if it is a Sunday.
- 57.8. All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at 1 1/2 times the ordinary rate prescribed for such work with a minimum of 4 hours.

58. PERSONAL/CARER'S LEAVE ENTITLEMENTS

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

58.2. Amount of paid personal leave

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

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- for the purposes of caring for a person experiencing domestic or family violence

The amount of personal leave to which full-time employees are entitled depends on how long they have worked for the employer and accrues as follows:

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

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

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

Illustration 1:

Michelle has 180 hours accrued personal leave entitlement

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

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

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

Illustration 2:

David has 570 hours of accrued personal leave entitlement.

David works an averaged 38.5 week on a four day-on four day-off basis with his average ordinary hours of work being 11 hours per day. David falls ill on one of his workdays and does not come to work.

David is paid for his 11 hours off work and his personal leave entitlement is debited 11 hours so now his personal leave balance is 559 hours.

58.4. Effect of workers' compensation

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

58.5. Broken service

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

58.6. Personal leave for personal injury or sickness

- 58.6.1. An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
- 58.6.2. Any absence on personal/sick/carer's leave that exceeds two consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the Council.
- 58.6.3. Credit shall be allowed for personal leave accumulated with previous employing councils provided that the employee's service as between such councils has been continuous and that the employee at the time of engagement produces a certificate from the previous council certifying the amount of personal leave accumulated to the employee's credit.
- 58.6.4. Continuous service is defined for the purpose of above to include service with a council or with more than one council which has been continuous except for the employee's having been dismissed or stood down, or by the employee having terminated the employee's service with the council provided that the employee shall have been re-employed by that council or some other council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous council plus a further period of four weeks.
- 58.6.5. Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.
- 58.6.6. When an employee while absent from duty on annual leave or long service leave, is overtaken by illness or required to care for an immediate family or household member who is sick, the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee, or immediate family or household member, is incapacitated by such illness to the extent that the employee would be unfit or unable to perform normal duties for a period of not less than one rostered week, and subject to the provisions of this clause, be entitled on application to have such period of annual leave or long service leave debited to the employee's personal/carer's leave entitlements and the employee's annual leave or long service leave entitlement shall be adjusted accordingly.
- 58.6.7. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 58.6.8. The employee shall, wherever practicable, give the employer notice at least 60 minutes prior to the scheduled commencement of shift of their intention to take leave. The employee shall provide the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify

the employer by telephone (via telephone call or text message) of such absence at the first opportunity on the day of the absence.

- 58.6.9. Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal/carer's leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Council and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.

59. BEREAVEMENT AND COMPASSIONATE LEAVE

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

59.2. Paid leave entitlement

A full-time employee is entitled to up to:

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

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

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

59.3. Part-time employees

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

59.4. Casual employees

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

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

59.6. Special Bereavement and Compassionate Leave

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

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

- a) The employee was a member of the immediate work group of the deceased employee
- b) The deceased employee had at least 5 years service in the work area from which the employee seeking the leave works or the Director is otherwise satisfied that the employee seeking the leave has had a substantial working relationship with the deceased employee.
- c) The Director is satisfied that the employee taking that time off will not significantly impact on Council's service delivery for the work area concerned.

60. FAMILY VIOLENCE LEAVE

60.1. Council is committed to supporting and assisting all employees who are victims of family violence in their work and personal life, particularly employees who may be faced with abusive and/or violent relationships.

60.2. An employee should feel confident in seeking support and discussing threatening situations with a trained Council Officer, Manager or union representative.

60.3. Employees, other than casual employees, who experience and are victims of family violence are entitled to up to fifteen (15) days paid Family Violence Leave each year, in accordance with the full principles of Part 3 Division 7 of the Industrial Relations Act 2016. A long term casual employee who experiences and is a victim of family violence is entitled to fifteen (15) unpaid days each year.

60.4. A short term casual employee who experiences and is a victim of family violence is entitled to two (2) unpaid days each year. This leave is separate to other leave accruals and employees are also able to access other leave types for periods related to Family Violence. An employee's entitlement to Family Violence Leave does not accumulate from year to year.

60.5. Evidence may be requested from the employer. Appropriate evidence includes evidence from: the police; legal proceeding or court report; doctor or health practitioner; or counsellor. Written advice or a statutory declaration may also be provided. However, it is acknowledged that employees facing family violence situations may not be in a position to supply supporting documentation. In principle requests for leave associated with these situations will not be unreasonably refused and they will be handled in a sensitive, confidential, supportive and non-judgmental manner. Information provided by the employee relating to applications for family violence leave and will be kept confidential.

60.6. Council will not discriminate or take any adverse action against an employee if attendance or work performance is impacted as a result of being a victim of family violence. In return it is expected that employees affected will seek assistance and advise their nominated Council contact person of the general progress of that assistance as appropriate.

- 60.7. Council will consider requests from an employee who is currently experiencing family violence for flexible working arrangements. Any request accommodated will be set out in a flexible work arrangement in accordance with Clause 46 Flexible Work Practices and Modernisation.
- 60.8. Council will maintain a Domestic and Family Administrative Directive.

61. NATURAL DISASTER LEAVE

- 61.1. Where a natural disaster event has been declared, employees may be granted up to two (2) days leave without loss of pay, in the event:
- an employee is unable to attend their normal place of work, or an alternate place of work; and
 - an employee is able to demonstrate that they made all reasonable efforts to attend work.
- 61.2. An additional day will be granted when an employee has been instructed not to attend work by the CEO due to safety concerns.
- 61.3. Where Natural Disaster Leave has been exhausted, employees may use accrued TOIL, RDO's, annual leave, or take leave without pay, subject to approval by their Manager.
- 61.4. For employees working with state emergency services, engaged in voluntary emergency management activities or who are required by Council to work in response to the natural disaster, Natural Disaster Leave may be granted post the event for the purpose of undertaking recovery work where the employee has been directly impacted by the event. This can be accessed as whole or partial days.
- 61.5. Applications for natural disaster leave will not be unreasonably withheld. Should a disagreement occur regarding the taking of natural disaster leave then the matter can be processed through Clause 19 Dispute Avoidance and Resolution of Grievances.

62. CULTURAL OR RELIGIOUS LEAVE

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

63. PARENTAL LEAVE

- 63.1. Nothing in this clause 63 is intended to displace the operation of the Queensland Employment Standards.
- 63.2. Unpaid Parental Leave Provisions

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

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

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

An eligible casual employee means a casual employee:

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

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

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

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

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

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

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

- 63.7. Variation of period of parental leave

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

- 63.8. Right to Request

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

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

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

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

63.9. Request to return to work part-time

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

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

63.10. Birth-related Leave

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

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

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

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

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

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

63.11. Special birth-related leave

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

such further unpaid special birth-related leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of paid personal/carer's leave, special birth-related leave, and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

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

63.12. Secondary caregiver leave

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

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

63.13. Adoption leave

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

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

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

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

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

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

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

63.14. Parental leave and other entitlements

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

63.15. Transfer to a safe job

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

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

63.16. Returning to work after a period of parental leave

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

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

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

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

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

63.17. Replacement employees

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

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

63.18. Communication during parental leave

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

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

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

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

63.19. Paid Parental Leave

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

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

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

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

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

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

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

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

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

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

63.21. Subsequent Application for Paid Parental Leave

When an employee who has previously taken a period of paid parental leave entitlement in accordance with clause 63.19, makes an application for a second or subsequent period of paid parental leave, the employee is only eligible for a further paid entitlement in accordance with clause 63.19 if they have returned to work for a minimum period of twelve (12) months full-time or part-time equivalent following the completion of the previous period of leave.

An employee who has not met the return to work obligation to receive a further paid leave entitlement in accordance with clause 63.19 is eligible to receive 52 weeks (pro-rata) of unpaid parental leave.

64. JURY SERVICE

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

65. LEAVE WITHOUT PAY

- 65.1. Leave without pay (LWOP) may be granted by the Chief Executive Officer, on the recommendation of the General Manager and Director and by agreement with the Employee for a period not exceeding 12 months in the first instance.

Employees must disclose the purpose and timeframe when requesting leave without pay.

For periods of leave without pay in excess of six months, the parties will make contact at least 6 weeks prior to the end of the leave period. Employees are required to give six weeks' notice in writing prior to the end of the leave period, confirming their intention to return to Council at the end of the leave period.

No form of leave entitlements for Long Service Leave, Sick Leave and Annual Leave will accumulate whilst on leave without pay

Leave without pay participant may, by mutual agreement and subject to a suitable vacancy, work for the council on a temporary or part-time basis. Any employee returning for part-time or temporary work during their period of leave without pay agrees to payment being the applicable rate for the position they are filling, which will not necessarily be the rate or level of the position from which they have taken unpaid leave.

An employee may request to amend the duration of their leave without pay. Requests to change must be made no less than six weeks prior to the proposed commencement of the changed arrangements, or as otherwise mutually agreed.

Council shall consider the request having regard to the employees circumstances and operational requirements.

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

66. SERVICE LEAVE

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

PART 8 - WORKPLACE HEALTH & SAFETY

67. WORKPLACE HEALTH AND SAFETY

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

- Council has a duty of care to all employees arising from the conduct of Council's business (WHS Act s.19);
and
- Employees have a duty to comply with reasonable lawful directions given by Council to allow it to fulfill its duty of care obligations.

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

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

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

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

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

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

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

68. REHABILITATION AND EMPLOYEE ASSISTANCE

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

PART 9 - OTHER MATTERS

69. CHILD CARE OPTIONS

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

70. TRANSITION TO RETIREMENT ARRANGEMENTS

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

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

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

1. Terms of Reference

a. Purpose

The purpose of the Joint Consultative Committee and Local Consultative Committee ('the Committees') is to act as the primary consultation and industrial relations forum between Management and Unions concerning employment and industrial matters at the Council.

Unions and Management are committed to achieving effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their unions and Committee representatives, to participate regarding decisions by the Council which impact on their working lives and improve productive performance.

b. Scope and Objectives

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

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

c. Roles and Responsibilities

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

d. Membership

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

i. Chairperson

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

ii. Role of Chairperson

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

iii. Role of Committee Members

Committee members will attend meetings and participate in discussions in a respectful manner. Where a task is identified and assigned to a particular Committee member it becomes their responsible to undertake that task and report the outcomes back to the full Committee by the nominated date. If a Committee member is unable to attend a meeting, they are required to notify the Committee Secretary of their apology for the meeting prior to the scheduled meeting time.

e. Meetings

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

i. Quorum

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

ii. Agenda

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

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

iii. Minutes

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

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

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

APPENDIX B - TOWNSVILLE CITY COUNCIL REDUNDANCY AGREEMENT

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

1. **NOTIFICATION AND CONSULTATION OF CHANGE**

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

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

2. **REDUNDANCY**

Where a definite decision has been made:

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

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

(c) ***Notification to Centrelink***

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

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

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

(e) ***Alternative Employment***

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

(f) ***Exemption from Redundancy Agreement***

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

(g) ***Transmission of Business***

Employee's entitlements in the event of transmission of business are provided under Clause 31 of the Agreement.

3. EFFECTIVE RETRAINING

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

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

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

4. PROCESS FOR RETRENCHMENT

The Council will:

- (a) redeploy or appoint the employee to a suitable position;
- (b) provide appropriate training in accordance with clause 3 of this Agreement to assist the employee to carry out the duties of a redeployed or appointed position;
- (c) if redeployment or appointment to a position is not practicable, make a written offer of the retrenchment package to the employee concerned.

5. SALARY MAINTENANCE

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

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

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

6. SEVERANCE PAY

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

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

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

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

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

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

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

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

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

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

7. LEAVE ENTITLEMENTS

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

8. DISPUTES SETTLEMENT

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

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

** includes 4 weeks in lieu of notice

*** Maximum Severance Payment - 38 Weeks

APPENDIX C – SCHEDULE OF WAGES

Queensland Local Government Industry (Stream B) Award 2017, Division 2, Section 5 (Operations)			
Description	Base Annual Salary Upon Commencement	Base Annual Salary from 19 April 2023	Base Annual Salary from 17 April 2024
LGE1-1st 6 months	49,809	51,473	53,137
LGE1 > 6 months	51,001	52,665	54,329
LGE2	52,163	53,827	55,491
LGE3	53,325	54,989	56,653
LGE4	54,487	56,151	57,815
LGE5	55,679	57,343	59,007
LGE6	58,003	59,667	61,331
LGE7	61,075	62,739	64,403
LGE8	62,710	64,374	66,038
LGE9	64,758	66,422	68,086
Queensland Local Government Industry (Stream B) Award 2017, Division 2, Section 6 (Theatre)			
Description	Base Annual Salary Upon Commencement	Base Annual Salary from 19 April 2023	Base Annual Salary from 17 April 2024
Front of House Coordinator	49,979	51,643	53,307
Stage Assistant	46,417	48,081	49,745
Theatre Technician	56,629	58,293	59,957
Senior Theatre Tech Dist	66,956	68,620	70,284
Assistant Theatre Technician	49,979	51,643	53,307
Theatre Utility Person	46,417	48,081	49,745
Technical Manager	79,327	81,072	82,856
Senior Ticket Seller	48,154	49,818	51,482
Ticket Seller	46,833	48,497	50,161

APPENDIX D - LOCAL AREA AGREEMENTS

1 PERFORMING ARTS (TECHNICAL STAFF) LOCAL AREA AGREEMENT

Subject Matter	Clause No
Parties bound	1
Date and period of Agreement	2
Relationship with Agreement and Awards	3
Aim of the LAA	4
Objectives	5
Definitions	6
Wages	7
Juniors	8
Allowances	9
Casual Employees	10
Hours of Work – Other than Casual Employees	11
Overtime	12
Fatigue Management	13
Meal Times	14
Rosters	15
Higher Duties	16
Leave Arrangements	17
Public Holidays	18
Unpaid Special Leave - Development Opportunity	19

1. PARTIES BOUND

This Local Area Agreement (LAA) is binding on:

- a) The Townsville City Council (the Council) as the Employer,
- b) All staff engaged in the delivery and support of performing arts services for the Townsville City Council and employed pursuant to the Queensland Local Government Industry (Stream B) Award 2017, Division 2, Section 6 (Theatrical Services) and engaged in positions listed in Clause 6 (Definitions) of this LAA.

2. DATE AND PERIOD OF AGREEMENT

This LAA will remain in place for the life of the Townsville City Council (Field and Other Employees) Certified Agreement 2022 (the Agreement), unless otherwise replaced, varied or terminated.

3. RELATIONSHIP WITH THE AGREEMENT AND AWARDS

In the event of any inconsistency between this LAA and:

1. the Agreement and/or,
2. Queensland Local Government Industry (Stream B) Award 2017, Division 2, Section 6 (Theatrical Services)

this LAA will prevail to the extent of the inconsistency.

4. AIM OF THE LAA

This LAA encourages and will facilitate the development of:

- a) A committed, flexible, competitive and highly skilled team which is goal oriented and achieves maximum productivity and output while providing high quality standards of service and service delivery.
- b) A unit which will be responsible and accountable, in line with the Council's work programs, work standards and quality, productivity and performance.

5. OBJECTIVES

The objectives of the LAA are, consistent with the Agreement, to;

- a) Implement a structure and rates of pay that recognises responsibility, qualifications and contribution to achievement of performing arts business and service goals and objectives.
- b) Implement work practices and methods of operation to ensure the unit is as cost effective, efficient, productive and competitive as possible;
- c) Wherever possible, achieve 'Industry Best Practice' in all operations of the unit;
- d) Foster constructive and co-operative team relationships between management and employees and improve consultation and communication at all levels;
- e) Provide an efficient, secure, harmonious and safe working environment;
- f) Create a flexible environment and workplace culture which can adapt to the changing needs of the industry, customers/clients and the community; and
- g) Ensure quality customer service and cost-effective and efficient service delivery.

Employees of the unit will at all times, operate within and meet the needs and requirements of the Council and the plans and budgets related to team activities and also maximise co-operation and efficiency of operations with management and other areas or disciplines that contribute to the delivery of performing arts services and goal achievement.

6. DEFINITIONS

Senior Theatre Technician – means an employee appointed as such by Council who is required to undertake a level of responsibility significantly higher than that of a Technician. Such responsibility shall include the supervision of a Technician or Assistant Technician and where necessary, assuming the role of Duty Technician.

Duty Theatre Technician – means a Theatre Technician who whilst so employed is required to accept additional duties and responsibilities as rostered or directed. This includes assuming the role of Chief Warden in case of an emergency: securing the building once all staff and patrons have vacated the premises; overseeing the safe operation of theatre; taking appropriate action if there is a system failure; liaising between back of house and front of house and meeting the needs of the Hirer. These duties can be performed during bump-in, bump-out, set-up and rehearsals as well as before, during and after a performance.

Theatre Technician – means an employee required to perform technical and operational duties related to lighting systems, sound systems and other technical systems including the operation of such systems during performances. The duties of this position may include the operation and maintenance of projection equipment.

Assistant Theatre Technician – mean an employee who, under the direction of a Technician or Senior Technician, assists in the maintenance and operation of a Theatre's technical systems.

Stage Manager – means an employee engaged in the preparation (including carpentry work) of stage and backstage areas for a production and the operation of mechanical systems during productions.

Utility Person – means an employee who is mainly engaged on unskilled work but who performs slightly skilled repair work for the maintenance of the premises and/or billboards wherever situated.

Production/Event – means a staged activity that has production elements.

Rehearsal – means an activity that may precede and/or occurs in the lead-up to a production/event.

7. WAGES

Refer to Appendix C of the Agreement

8. JUNIORS

The percentages set out in the Agreement will apply to employees under 20 years of age who are employed under this LAA. Those percentages will apply to the adult rate of the position in which the employee is engaged.

9. ALLOWANCES

Split Shift Allowance

Where an employee's ordinary hours of work are split by a period of no less than one hour and thirty minutes, that shift will be considered to be a split shift and will accordingly entitle the employee to receive an allowance equivalent in value to 1 hour at their ordinary rate of pay.

This one hour penalty payment will not be counted as an hour worked.

10. CASUAL EMPLOYEES

- a) The Council may engage an employee in any classification of the Queensland Local Government Industry (Stream B) Award 2017 Division 2, Section 6 (Theatrical Services) on a casual basis.
- b) A casual employee shall mean an employee engaged by the hour and with a minimum 3 hour engagement and who is not entitled to notice of termination of employment.
- c) All work performed during ordinary hours Monday to Saturday inclusive by casual employees shall be paid at the rate of 25% in addition to the ordinary hourly rate for the appropriate classification.
- d) All casual employee engagements in excess of 10 hours on any day Monday to Saturday inclusive, or in excess of 38 hours in any one week, will be overtime and paid at the rate of pay relevant to the classification and inclusive of the 25% casual loading and at the appropriate overtime rate.
- e) All hours worked on Sundays will be paid at double time with a minimum payment of 3 hours and paid at the rate of pay relevant to the classification and inclusive of the 25% casual loading.
- f) Notification of cancellation of shifts will be communicated via phone.

11. HOURS OF WORK - Other Than Casual Employees

- a) The ordinary hours of work shall not exceed 38 in any one week to be worked over any 5 days Monday to Sunday inclusive. Employees are entitled to two (2) consecutive days off within a pay cycle, unless mutually agreed otherwise.
- b) Ordinary working hours may be worked within the span of 8.00 am and 11:30pm
- c) Employees may be rostered to work a maximum of 10 ordinary hours and a minimum of 3 ordinary hours on any day Monday to Sunday inclusive.
- d) All hours worked on Sundays will be paid at double time with a minimum payment of 3 hours.
- e) The nature of the industry requires employees to be available to be rostered at varied start times due to staffing requirements in performance periods. In circumstances where an employee is required to work 3 or more consecutive shifts, per pay cycle, where the change in start times for those shifts varies by 4 hours or more, the relevant employee/s will be consulted.

Where operational requirements result in an Employee/s working 3 or more consecutive shifts, per pay cycle, where the change in start times for those shifts varies by 4 hours or more, a \$60.00 payment will be payable per relevant pay cycle.

12. OVERTIME

- a) All hours worked outside the span of hours set out in clause 11 of this LAA will be overtime. 3 hour minimum payments of overtime will not apply where overtime worked is a continuation of work performed the previous day.
- b) All hours worked in excess of 38 ordinary hours in any week, or 10 hours on any day Monday to Saturday inclusive will be paid at the appropriate overtime rate.
- c) Overtime worked on public holidays will be paid in accordance with sub-clause 55.6 of The Agreement.

13. FATIGUE MANAGEMENT

The provisions of clause 44 of the Agreement will apply to this LAA.

14. MEAL TIMES

- (a) All employees shall be allowed not less than 30 minutes for an unpaid meal break not later than 5 hours after their ordinary starting time each day.
- (b) (i) Subject to clause 14(b)(ii) all work performed during an employee's recognised meal break shall be paid for at the rate of double time.
- (ii) The extra payment specified in clause 14(b)(i) shall not apply if the employee and the employer agree to alter the time of the meal break.

15. ROSTERS

All weekly employees will be notified of their working shifts by means of a roster posted at least seven days in advance of any 14 day roster period. Changes to working hours or days to be worked must be discussed with the relevant employee at least 48 hours prior to commencement of the new work arrangement. Roster changes may be made with shorter notice periods where the change is mutually agreed with the relevant employee or employees.

16. HIGHER DUTIES

Except where provided below, Senior Technicians, Technicians and Assistant Technicians required to perform the duties of a higher classified position, while so engaged will be paid at the relevant rate of pay of that higher classification for all hours worked where:

- The period of higher duties is greater than one working day, and
- The employee performing higher duties accepts all operational, administrative and managerial responsibilities of the higher classified position, and
- The employee has established their competency to perform all duties of the higher classified position to the standard expected of that position.

Periods of higher duties will be paid in full days.

Higher duties will not be paid where an employee is performing some or all of the duties of a higher classification for the purposes of training and development. Acceptance of such training and development opportunities will be on the basis higher duties will not be paid for the duration of the agree training.

17. LEAVE ARRANGEMENTS

All leave entitlements are as set out in the Agreement.

All leave (other than Personal/Carer's Leave) must be approved in advance.

18. PUBLIC HOLIDAYS

All entitlements relevant to Public Holidays are as provided in the Agreement.

19. UNPAID SPECIAL LEAVE – DEVELOPMENT OPPORTUNITY

Employees will be able to access special leave provisions to access opportunities for professional development. This professional development includes the ability to perform work with outside theatre companies, schools and other venues to increase their knowledge and expertise.

To be considered, applications must be made in writing, with reasonable notice and must include an outline of the opportunity and what is to be achieved through that opportunity.

This leave is subject to Management approval. Applications may be approved where there is no detriment to theatre operations and all time on leave is unpaid.

2 PERFORMING ARTS (FRONT OF HOUSE STAFF) LOCAL AREA AGREEMENT

Subject Matter	Clause No.
Parties Bound	1
Date and Period of Operation	2
Relationship with Agreement and Awards	3
Aim of LAA	4
Objectives	5
Definitions	6
Wages	7
Juniors	8
Per Performance Call Engagements	9
Allowances	10
Casual Employees	11
Hours of Work (For other than Casual Employees)	12
Overtime (Excluding Per Performance Engagements)	13
Overtime	14
Fatigue Management	15
Meal Times	16
Rosters	17
Higher Duties	18
Leave Arrangements	19
Public holidays	20

1. PARTIES BOUND

This LAA is binding on:

1. The Townsville City Council (the Council) as the Employer,
 - All Townsville City Council staff employed at the Civic Theatre or the Riverway Arts Centre in positions referred to in Clause 6 of this LAA and Queensland Local Government Industry (Stream B) Award 2017

2. DATE AND PERIOD OF AGREEMENT

This LAA will remain in place for the life of the Townsville City Council (Field and Other Employees) Certified Agreement 2022 (the Agreement), unless otherwise replaced, varied or otherwise terminated.

3. RELATIONSHIP WITH THE AGREEMENT AND AWARDS

In the event of any inconsistency between this LAA and the Agreement and or Queensland Local Government Industry (Stream B) Award 2017, this LAA will prevail to the extent of the inconsistency.

4. AIM OF THE LAA

This LAA encourages and will facilitate the development of:

- a) A committed, flexible, competitive and highly skilled team which is goal orientated and achieves maximum productivity and output while providing high quality standards of service and service delivery.
- a) A unit which will be responsible and accountable, in line with the Council's work programs, work standards and quality, productivity and performance.

5. OBJECTIVES

The objectives of the LAA are, consistent with the Agreement, to;

- a) Implement a structure and rates of pay that recognises responsibility, qualifications and contribution to achievement of performing arts business and service goals and objectives.
- b) Implement work practices and methods of operation to ensure the unit is as cost effective, efficient, productive and competitive as possible;
- c) Wherever possible, achieve 'Industry Best Practice' in all operations of the unit;
- d) Foster constructive and co-operative team relationships between management and employees and improve consultation and communication at all levels;
- e) Provide an efficient, secure, harmonious and safe working environment;
- f) Create a flexible environment and workplace culture which can adapt to the changing needs of the industry, customers/clients and the community; and
- g) Ensure quality customer service and cost-effective and efficient service delivery.

Employees of the unit will at all times, operate within and meet the needs and requirements of the Council and the plans and budgets related to team activities and also maximise co-operation and efficiency of operations with management and other areas or disciplines that contribute to the delivery of performing arts services and goal achievement.

6. DEFINITIONS

Front of House Supervisor – means an employee who, in addition to other front of house duties, is responsible for the co-ordination of front of house staff and the efficient functioning of the front of house services during productions.

Front of House Staff – means an employee who carries out front of house duties which may include ticket taking, attending doors and ushering.

Performance Call – Applies only to Door Keepers and means a period of engagement commencing at the earliest one hour before a performance commences, for a period up to but not exceeding 4.5 hours, for which a fixed per performance rate is paid.

Performance Event – means a staged activity that has production elements.

Rehearsal – means an activity that may precede and/or occurs in the lead-up to a performance event.

Function Staff (Food and Beverage Staff) – means an employee engaged to deliver food and beverage services.

7. WAGES

Refer to Appendix C of the Agreement.

8. JUNIORS

The percentages set out in the Agreement will apply to employees under 20 years of age who are employed under this LAA. Those percentages will apply to the adult rate of the position in which the employee is engaged.

9. PER PERFORMANCE CALL ENGAGEMENTS

4.5 Hour Performance Call

The ordinary hours of 4.5 Hour Performance Call engagements are 4.5 hours per performance call, and rates of pay per performance call are the equivalent of 4.5 times the ordinary hourly rate of the relevant classification.

10. ALLOWANCES

Split Shift Allowance

Where an employee's ordinary hours of work are split by a period of no less than one hour and thirty minutes, that shift will be considered to be a split shift and will accordingly entitle the employee to receive an allowance equivalent in value to 1 hour at their ordinary rate of pay.

This one hour penalty payment will not be counted as an hour worked.

11. CASUAL EMPLOYEES

- a) The Council may engage an employee in any classification contained in Theatrical Employees' Award or the Local Government Employees (Excluding Brisbane City Council) Award on a casual basis.
- b) A casual employee shall mean an employee engaged by the hour and with a minimum 3 hour engagement and who is not entitled to notice of termination of employment.
- c) All work performed during ordinary hours Monday to Saturday inclusive by casual employees shall be paid at the rate of 25% in addition to the ordinary hourly rate for the appropriate classification.
- d) Casual loadings are not payable to employees engaged on a per performance call basis.
- e) Where casual employees are engaged on a per performance call basis, payment will be as per the Per Performance rate appropriate to the duties performed and as set out in Clause 6 of this LAA.
- f) All casual employee engagements in excess of 10 hours on any day Monday to Saturday inclusive, or in excess of 38 hours in any one week, will be overtime and paid at the rate of pay relevant to the classification and inclusive of the 25% casual loading and at the appropriate overtime rate.
- g) All hours worked on Sundays will be paid at double time with a minimum payment of 3 hours and paid at the rate of pay relevant to the classification and inclusive of the 25% casual loading.
- h) Notification of cancellation of shifts will be communicated via phone.

12. HOURS OF WORK (For other than Casual Employees)

- a) The ordinary hours of work shall not exceed 38 in any one week to be worked over any 5 days Monday to Sunday inclusive.
- b) Ordinary working hours may be worked within the span of 8.00 am and 12 midnight
- c) Employees may be rostered to work a maximum of 10 ordinary hours and a minimum of 3 ordinary hours on any day Monday to Sunday inclusive.
- d) All hours worked on Sundays will be paid at double time with a minimum payment of 3 hours.

13. OVERTIME (Excluding Per Performance Engagements)

- a) All hours worked outside the span of hours set out in clause 12 of this LAA will be overtime. 3 hour minimum payments of overtime will not apply where overtime worked is a continuation of work performed the previous day.
- b) All overtime hours worked in excess of 38 ordinary hours in any week, or 10 hours on any day Monday to Saturday inclusive, will be paid at the appropriate overtime rate.
- c) All overtime hours worked on Sundays will be paid at double time with a minimum payment of 3 hours.

Overtime worked on public holidays will be paid in accordance with the relevant clause (55) of the Agreement.

14. OVERTIME – PER PERFORMANCE ENGAGEMENTS

All time worked by per performance employees that is in excess of the relevant Performance Call ordinary working hours, shall be paid for at time and a half for the first 2 hours and double time thereafter with quarter hour divisions.

15. FATIGUE MANAGEMENT

The provisions of Clause 44 of the Agreement shall apply to this LAA.

16. MEAL TIMES

(a) All employees shall be allowed not less than 30 minutes for an unpaid meal break not later than 5 hours after their ordinary starting time each day.

(b) (i) Subject to clause 16(b)(ii) all work performed during an employee's recognised meal break shall be paid for at the rate of double time.

(ii) The extra payment specified in clause 16(b)(i) shall not apply if the employee and the employer agree to alter the time of the meal break.

17. ROSTERS

All weekly employees will be notified of their working shifts by means of a roster posted at least seven days in advance of any 14 day roster period. Changes to working hours or days to be worked must be discussed with the relevant employee at least 48 hours prior to commencement of the new work arrangement. Roster changes may be made with shorter notice periods where the change is mutually agreed with the relevant employee or employees.

18. HIGHER DUTIES

Employees working in more than one role on a given day will be paid at the higher classification rate of the roles performed for all hours worked in that cycle, where more than 4 hours are worked in the higher classified role.

Employees working in more than one role on a given day will be paid at the higher classification rate of the roles performed for 4 hours where more than 2 hours, but less than 4 hours are worked in the higher classified role.

19. LEAVE ARRANGEMENTS

All leave entitlements are as set out in the Agreement.

All leave (other than Personal/Carer's Leave) must be approved in advance.

20. PUBLIC HOLIDAYS

All entitlements relevant to Public Holidays are as provided in the Agreement.

3 WASTE SERVICES COLLECTION LOCAL AREA AGREEMENT 2019

SECTION 1 - GENERAL

1. Title

This Agreement shall be known as the Waste Services Collection Local Area Agreement 2022, referred to hereafter as the LAA.

2. Arrangement

Subject Matter	Clause No.
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Hours of Operation - Team Members - Collection and Collection Support Operations	12
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Leave Arrangements - Team Members – Collection and Collection Support Operations	14
Remuneration - Team Members collection 4 on 4 off	15
Responsibility / Skills Classifications	16
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3. Application

This LAA applies to the following Townsville Waste Services Collection employees:

- all 4 on 4 off employees,
- all collection employees and collection Team Leader/s
- all collection Crew Leaders,
- all collection drivers, and
- all support employees

4. Date and Period of Agreement

This Agreement shall operate from the date of operation of the Townsville City Council (Field and Other Employees) Certified Agreement 2022 (the Agreement) and shall remain in force until replaced or terminated.

5. Relationship with Award and Other Agreements

This Agreement shall be read and interpreted wholly in conjunction with the Agreement.

6. Aim of the LAA

The LAA encourages and will facilitate the development of: -

- a) a committed, flexible, competitive and highly skilled Waste Services which is commercially oriented and achieves maximum productivity and output while providing quality standards of service and service delivery.
- b) a unit which will be responsible and accountable, in line with the Council's work programs, work standards and quality, productivity and performance.

7. Objectives of the LAA

7.1 The Objectives of the LAA are, consistent with the Agreement, to: -

- a) implement work practices and methods of operation to ensure Townsville Water and Waste (TWW), Waste Services collection is as cost effective, efficient and as productive as possible;
- b) foster a constructive and co-operative team relationship between management and employees and improve consultation and communication at all levels;
- c) provide an efficient, secure, harmonious and safe working environment;
- d) create a flexible environment and workplace culture which can adapt to the changing needs of the industry, customers/clients and the community;
- e) ensure quality customer service and cost-effective and efficient service delivery;
- f) establish working conditions so as to provide flexibility within the operations of the unit giving consideration to the needs of customers and therefore the need to work extended shifts, 7 days per week.

7.2 Employees of TWW Waste Services will, at all times, operate within and meet the needs and requirements of the Townsville City Council and the plans and budgets.

8. Scope of the LAA

This LAA is designed to address the requirements of the Waste and Recycling Collection and Collection Support functions in TWW Waste Services.

9. Operational Requirements

- 9.1 All employees are employed in accordance with their individual position descriptions and task specific duty statements.
- 9.2 There will be extra personnel (council employees or labour hire) trained within Townsville Waste Services and used as relief employees if and when required.

Support Operators directly employed by council will be offered this training in the first instance.

- 9.3 Collections employees may be required to comply with drug and alcohol policies of external commercial organisations. Where this involves drug and alcohol testing such testing will be in accordance with the requirements of the relevant commercial organisation. Council policies and procedures will apply in circumstance where a council employee returns a positive test and is subsequently refused entry to the premises of a commercial organisation.

10. Transport Operations

10.1 General Obligations

All drivers must comply with all requirements of the Department of Transport and Main Roads in relation to the operation of Heavy Vehicles.

10.2 Fatigue Management

Rostered daily work and rest hours will be scheduled in accordance with the *Transport Operations (Road Use Management) Act 1995*, as well as the National Heavy Vehicle Regulator and associated regulations as amended from time to time.

10.3 Fitness for Duty

Drivers of commercial heavy vehicles are obligated comply with the National Heavy Vehicle Regulator fitness to drive requirements and to notify their employer if there is a medical condition that may affect their ability to drive. Employees with identified medical conditions may be offered suitable alternative employment on a case by case basis to assist in their management of that condition.

SECTION 2 – COLLECTION and COLLECTION SUPPORT OPERATIONS

11. Method of Collection

- 11.1 Small teams of side arm truck drivers may be formed for the collection of waste and recycling in designated geographical areas on each collection day. A Crew Leader/Leading Hand may be appointed to each team.
- 11.2 The Crew Leader/Leading Hand shall receive the appropriate hourly rate as a collection team operator plus 10%. The 10% represents an enhancement of the Leading Hand allowance payable

under Clause 5.8.23 of the LGE Award. The enhanced rate is not to be paid in addition to the Crew Leader (Leading Hand) Allowance paid under the Award.

Responsibilities of Crew Leaders/Leading Hand include but are not limited to:

- a) Ensure the team provide coverage for such incidents as vehicle breakdown, accidents or other uncontrollable events;
- b) Ensure all team members have reported for duty and advise the supervisor of any absences as early as possible;
- c) Allocate and ensure all missed services are collected within the required time nominated by the Supervisor;
- d) Ensure all drivers have adequate lids, pins, wheels, axles and necessary tools and equipment to carry out repairs;
- e) Encourage team members to leave their vehicle cabins in a clean and tidy condition and that external appearances are in keeping with Council standards;
- f) Ensure that collections take place to a standard in accordance with Townsville Waste Services Performance Plan.
- g) Allocation of drivers (including support staff as assigned) to trucks in the absence of the Team Leader;
- h) Distribution of service requests (such as missed bin requests) to team members.

11.3 A Support Team shall exist to support collection operations and act as relief drivers if and when required. Support operators will be paid skills allowance commensurate with their achieved competencies regardless of the day to day duties being undertaken.

11.4 Payment for all Statutory Holidays shall be in accordance with the Agreement.

12. Span of Hours – Team Members Collection

12.1 The span of hours of work of employees covered by this Agreement shall be between 5:00am and 6:00pm. The normal start time may be varied on an individual basis by mutual agreement subject to the approval of the Manager Waste Operations. Any variance in start time will be paid at ordinary time and will be a normal 7.6 hr day. This section is designed to allow for the early start of some collection vehicles at the request of the operator. Due to the nature of collection operations employees will be required to work a 10 day fortnight and may be required to work on those statutory holidays on which normal collection operations occur.

12.2 Collection Operations may be conducted seven (7) days per week between the hours of 6:00 am and 6:00 pm. No domestic bins shall be collected outside these times. Normally, domestic collections will be carried out on a Monday to Friday basis. The parties recognise that weekend collections may occur during the life of the Agreement. Any proposal to change normal collection systems will be the subject of further consultation.

12.3 An employee shall be entitled to thirty (30) minutes unpaid meal break and a rest pause of twenty (20) minutes to be taken in accordance with fatigue management regulations. The breaks shall be taken at a suitable location allocated by the Team Leader/Supervisor unless a mutually agreed alternate arrangement is reached.

13. Span of Hours – Team Members – Collection 4 On 4 Off

- 13.1 Collection Operations may be conducted seven (7) days per week between the hours of 6:00 am and 6:00 pm. No domestic bins shall be collected outside these times.
- 13.2 All full time employees shall work an average of 38.5 hours/week (average over an eight week roster) between the hours of 5:00 am and 6:00 pm on any four consecutive days of the week with four consecutive days off in accordance with a roster. There is no additional penalty payment for working public holidays and weekends.
- 13.3 A paid rest pause of twenty (20) minutes and an unpaid meal break of 60 minutes (1.0 hr) will be taken at times mutually agreed between the Council and the employee. The meal break may be broken into smaller blocks in order to comply with fatigue management laws.
- 13.4 Employees may, by mutual agreement between themselves, exchange their rostered hours for a given day, provided that the Team Leader Collection approves, in advance, such an exchange.
- 13.5 All drivers must take their breaks at times in accordance with the relevant fatigue management laws. The breaks shall be taken at a suitable location allocated by the Team Leader/Supervisor unless a mutually agreed alternate arrangement is reached.

14. Leave Arrangements – Team Member Collection and Collection Support Operations

14.1 Statutory Holidays

- a) Employees covered by the provisions of this Agreement shall be paid at the rate of triple time for work performed on Christmas Day (25 December) and Good Friday. Payment for all other Statutory Holidays shall be in accordance with the Agreement.
- b) An employee who is required to work on a Statutory Holiday may elect to work on such Statutory Holiday at ordinary rates. For each such Statutory Holiday worked, the employee shall be allowed one and a half days leave on full pay, excepting Good Friday and Christmas Day where the accrual shall be two (2) days. All such leave shall be in addition to any annual leave entitlement under clause 55 of the Agreement.
- c) Provided that the maximum period of leave which may be accrued to be taken as time off in lieu in a twelve month period shall be 5 days (38 hours) that for anytime in lieu accrued in excess of such maximum hours shall be paid to each employee concerned at the end of each calendar year. The arrangement to work on Statutory Holidays at ordinary rates as outlined in this clause is renewable by application to the HR Manager as at the 1 July each year.
- d) If no renewal occurs the employee will be paid for work performed on a Statutory Holiday in accordance with the provisions of clause 7.6 of the Award. This arrangement is only to be offered for existing employees that are signatories to the arrangement at the time the LAA is struck.

14.2 Employees are to participate in the formation and adherence to a roster of annual leave to ensure continuity of the service.

14.3 All 4 on 4 off employees covered by this Agreement shall be entitled to five weeks Annual Leave as per the Agreement. As employees work an average of 38.5 hours per week, their yearly entitlement is 192.5 hours.

15. Remuneration – Team Members Collection 4 On 4 Off

15.1 Team members will be paid at the appropriate hourly rate plus 41% (the annualised hourly rate)

15.2 The hourly rate is annualised to compensate for the following:

- a) knowledge and responsibilities of the position.
- b) the range of work and duties to be performed.
- c) working extended shifts, weekends and public holidays.
- d) working outdoors in hot and/or dusty weather.
- e) cleaning rubbish and other objectionable materials from plant and/or equipment.
- f) working in close proximity to rubbish and objectionable material.
- g) care and maintenance of plant and equipment.
- h) support for the development of an operations procedures manual.
- i) working or not working on public holidays.
- j) working in the rain.

15.3 These will be the normal pay rates for future increases. In addition to these rates, Council will pay the relevant Award or Agreement provisions for being engaged on higher duties and approved overtime and skills allowance.

15.4 Team members may be offered additional hours on those days that they are rostered “off”. Such work will be paid at the Agreement rate including applicable annualised allowances and applicable overtime penalties.

16. Responsibility/Skills Classifications

16.1 An employee shall hold the appropriate Queensland Department of Transport licence(s) and Townsville City Council approved Certificate of Competency to operate vehicles in each of the above categories. The Certificate of Competency shall be reviewed on an annual basis. The Certificate of Competency shall be reissued subject to the employee successfully completing a prescribed program of training and assessment. An employee shall be available to operate vehicles in each of the above categories.

16.2 The day to day tasks and responsibilities of the employee will be in accordance with the Position Description for the position. The Classifications for the Skills Allowance which apply in addition to the position classification shall be as follows: -

- a) Level One: Competent in operating three of the following plant: Hook Truck/Roll-on Roll-off Truck; Side Loader Vehicle Operator; and Front-lift Vehicle Operator; and; and Rear Lift Vehicle Operator.
- b) Level Two: Competent in operating two of the following plant: Hook Truck/Roll-on Roll-off Truck; Side Loader Vehicle Operator; or Front -lift Vehicle Operator
- c) Level Three: Competent in operating the following plant: Rear Lift Vehicle Operator.

16.3 In providing efficient and quality service to the client, the parties agree that a team commitment to flexibility in operations is necessary and will be implemented as follows:

- a) There shall be no demarcation between employees engaged on driving duties.
- b) Multi-skilling will be actively encouraged by Townsville City Council through the provision of training to enable employees to develop skills and experience. Staff will be trained as needed in consultation with the Manager Townsville Waste Services in accordance with the operational requirements.

17. Allowances

17.1 Skills Allowance:

- a) In addition to the wage rates applicable in Appendix E of the Agreement, employees shall be paid a Responsibility/Skills Allowance in recognition of their competency and experience:
 - Skills Level One \$2.09c p/h
 - Skills Level Two \$1.82c p/h
 - Skills Level Three \$0.98c p/h
- b) The Skills Allowance is not indexed for increases under the Agreement.
- c) The Skills Allowances shall be calculated on an hourly basis and shall be paid for all periods of ordinary hours of work, overtime, sick leave, annual leave, annual leave loading, superannuation and workers' compensation.
- d) These allowances shall not be paid for periods of leave accrued in lieu of full payment for work on Statutory Holidays or during periods of Long Service Leave or during periods of leave without pay.
- e) The Responsibility/Skills Allowances shall not be considered in calculating the prevailing overtime rates but shall be paid for all overtime worked. The rates listed above will be paid for each hour worked and shall not be subject to the penalty loadings applicable for overtime and work on statutory holidays. It shall also be included in the payment of the seventeen and one-half per cent (17.5%) annual leave loading for annual leave purposes.
- f) The Responsibility/Skills Allowance shall be considered in calculating Council's and the employee's contributions for the purposes of any Superannuation entitlement.

17.2 Annualisation of Other Allowances:

- a) Other allowances shall be annualised and be calculated on an hourly basis and shall be paid for all periods of ordinary hours of work, overtime, sick leave, annual leave, annual leave loading, long service leave, superannuation and workers' compensation. These allowances shall not be paid for periods of leave accrued in lieu of full payment for work on Statutory Holidays.
- b) Annualised allowances include:
 - I. district allowance,
 - II. rubbish allowance
 - III. wet weather allowance.

The current total of these allowances is \$128.13 per week but these allowances are subject to increases from time to time. Annualised allowances do not include skills allowance, overtime, higher duties or leading hand allowance.

4 WASTE SERVICES DISPOSAL LOCAL AREA AGREEMENT

SECTION 1 - GENERAL

1. TITLE

This Agreement shall be known as the Townsville Waste Services Disposal Local Area Agreement 2022, referred to hereafter as the LAA.

2. ARRANGEMENT

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Hours of Operation - Team Members Disposal	10
Leave Arrangements - Team Members Disposal	11
Remuneration - Team Members Disposal 4 on 4 off	12
Remuneration - Other Disposal Team Members	13

3. PARTIES

The parties to this LAA are

- The Townsville Waste Services Disposal employees
- Townsville City Council

4. DATE AND PERIOD OF AGREEMENT

This Agreement shall operate from the date of operation of the Townsville City Council (Field and Other Employees) Certified Agreement 2022 (the Agreement) and shall remain in force until replaced or terminated.

5. RELATIONSHIP WITH AWARD AND OTHER AGREEMENTS

This LAA shall be read and interpreted wholly in conjunction with the Agreement, and the Queensland Local Government Industry (Stream B) Award 2017.

If there is any inconsistency between this LAA and the Agreement or the Award, then the provisions of this LAA will apply.

6. AIM OF THE LAA

The LAA encourages and will facilitate the development of: -

- a) a committed, flexible, competitive and highly skilled Townsville Water and Waste (TWW), Waste Services which is commercially oriented and achieves maximum productivity and output while providing quality standards of service and service delivery.
- b) a unit which will be responsible and accountable, in line with the Council's work programs, work standards and quality, productivity and performance.

7. OBJECTIVES OF THE LAA

7.1 The Objectives of the LAA are, consistent with the Agreement, to: -

- a) implement work practices and methods of operation to ensure waste services disposal is as cost effective, efficient and as productive as possible.
- b) wherever possible, achieve "industry best practice" in all operations of the unit.
- c) foster a constructive and co-operative team relationship between management and employees and improve consultation and communication at all levels.
- d) provide an efficient, secure, harmonious and safe working environment;
- e) create a flexible environment and workplace culture which can adapt to the changing needs of the industry, customers/clients and the community.
- f) ensure quality customer service and cost-effective and efficient service delivery
- g) establish working conditions so as to provide flexibility within the operations of the unit giving consideration to the needs of customers and therefore the need to work extended shifts, 7 days per week.

7.2 Employees of Waste Services Disposal will, at all times, operate within and meet the needs and requirements of the Townsville City Council and the plans and budgets related to Townsville Water and Waste Section.

8. SCOPE OF THE LAA

This LAA is designed to address the requirements of Waste Services Disposal Operations which includes Mainland Landfills, Transfer Station Operations and Gatehouse Operations (excluding Magnetic Island Landfill, Bluewater Transfer Station and Toomulla Transfer Station).

9. OPERATIONAL REQUIREMENTS

9.1 All employees are employed in accordance with their individual position descriptions and task specific duty statements.

- 9.2 There will be extra employees trained within Waste Services Disposal and used as relief employees if and when required.

SECTION 2 – DISPOSAL OPERATIONS

10. SPAN OF HOURS – TEAM MEMBERS DISPOSAL

- 10.1. Disposal operations may be conducted seven (7) days per week between the hours of 6:00am and 6:00pm.
- 10.1.1. All full time employees shall work either:
- 38 hours per week in accordance with the Hours of Work provisions of the Agreement, or
 - An average of 38.5 hours/week (average over an eight week roster) between the hours of 6:15 am and 6:00 pm on any four consecutive days of the week with four consecutive days off in accordance with a roster (Four-on Four-off).
- 10.1.2. Part time employees are employed for less than the ordinary hours as specified under full-time employment.
- 10.2. Where a four on four off roster is determined to be no longer required consultation would be entered into with affected employees to establish an appropriate roster and meal breaks in accordance with clause 18 (Consultation and Communication) of the Agreement.
- 10.3. For employees on a four on four off roster, a meal break of 45 minutes (0.75 hr) and a rest pause of 20 minutes will be taken at times mutually agreed between the Council, the employee and the work group. The meal break shall commence not later than 6 hours after the ordinary starting time each day.
- 10.4. On Christmas Day (i.e. 25th of December) and Good Friday (on whatever date this occurs) landfills will be closed for public access. Employees normally rostered for these days may be stood down from duty on full pay and will be paid as if they had worked. There is no additional penalty payment for working Public Holidays and weekends.
- 10.5. Employees on a Four-on Four-off roster may, by mutual agreement between themselves, exchange their rostered hours for a given day, provided that the Team Leader Disposal approves, in advance, such an exchange.

11. LEAVE ARRANGEMENTS – TEAM MEMBERS DISPOSAL

- 11.1. All employees covered by this LAA shall be entitled to five weeks Annual Leave as provided in the Agreement.
- 11.2. As employees on a Four-on Four-off roster work an average of 38.5 hours per week, their yearly entitlement is 192.5 hours.
- 11.3. Annualised salaries do not apply to employees not on a four on four off roster. Accordingly leave loading would be payable on annual leave if alternative arrangements to the four on four off roster are introduced.

11.4. Employees are to participate in the formation and adherence to a roster of annual leave to ensure continuity of the service.

12. REMUNERATION – FOUR-ON FOUR OFF TEAM MEMBERS

12.1. Four-on Four-off team members will be paid at the appropriate hourly rate plus 41% (the annualised hourly rate)

12.2. The hourly rate is annualised to compensate for the following:

- a) skills, knowledge and responsibilities of the position.
- b) the range of work and duties to be performed.
- c) working extended shifts, weekends and public holidays.
- d) working outdoors in hot and/or dusty weather.
- e) cleaning rubbish and other objectionable materials from plant and/or equipment.
- f) working in close proximity to rubbish and objectionable material.
- g) acceptance of money and issuing of receipts on the site.
- h) implementation of any different charging regime.
- i) care and maintenance of plant and equipment.
- j) support for the development of an operations procedures manual.
- k) working or not working on public holidays.

12.3. These will be the normal pay rates for future increases. In addition to these rates, Council will pay the Award provisions for being engaged on higher duties, working in the rain and approved overtime.

12.4. Four-on Four-off team members may be offered additional hours upon continuation of a rostered shift. Such work will be paid at the Agreement rate including applicable annualised allowances and applicable overtime penalties

12.5. Four-on Four-off team members may be offered additional hours on those days that they are rostered "off". Such work will be paid at the Agreement rate plus applicable overtime penalties.

13. REMUNERATION – OTHER DISPOSAL TEAM MEMBERS

13.1. Team members who are not employed on a Four-on Four-off roster shall be paid in accordance with the Agreement and the Award.

5 WASTEWATER TREATMENT PLANTS LOCAL AREA AGREEMENT

1. Application of Local Area Agreement

This Local Area Agreement (LAA) applies to State Award employees of Townsville City Council employed in Townsville Water and Waste (TWW), Water and Wastewater Operations, Treatment Plants. Such employees shall be employed in accordance with the provisions of Queensland Local Government Industry (Stream B) Award 2017 unless otherwise determined by the provisions of this LAA and the Townsville City Council (Field and Other Employees) Certified Agreement 2022 (The Agreement).

This LAA defines a relationship between Townsville City Council and the Wastewater Treatment Plant Operators and Operators Assistants employed in the Water and Wastewater Operations, Wastewater Treatment Plants.

The objective of this LAA is to maintain and operate TWW Wastewater Treatment Plants (WWTP) in the most cost effective and efficient way by the retention of skilled and competent staff. This LAA aims to ensure competency on treatment plants is obtained and maintained for the life of this LAA.

Subject Matter	Clause No
Application of Local Area Agreement	1
Parties Bound	2
Wages	3
Rosters	4
Weekend Work	5
Work Groups	6
Rotation of Staff	7
Competency Allowances	8

2. Parties Bound

2.1 Inclusions

The State Award Classifications to which this LAA shall apply to are as follows: -

Wastewater Treatment Plants Operators Assistant (Assistant) – LGE 6

An employee at this level shall be required to undertake duties as required by the relevant Position Description, under the supervision of the onsite Wastewater Treatment Plant Operator(s).

The employee is required to enrol in and complete the appropriate qualification of Certificate III in Water Industry Operations or equivalent at management's discretion, within 2 years of commencing employment.

An Assistant Operator when performing higher duties will be required to be on-call as applicable in the plant group roster. If an assistant is required to perform higher duties in a Wastewater Treatment Plant Operators position, they are required to hold a Certificate III in Water Industry Operations as a minimum.

Assistants will be required to carry out duties at any of TWW Wastewater Treatment Plants as required at management's discretion. The day to day responsibilities of the employee will be in accordance with the Position Description for the position and the objectives as outlined in Section 9 of this LAA.

Wastewater Treatment Operator (Operator) – LGE 9

Operators shall hold the appropriate qualification of Certificate III in Water Industry Operations or equivalent (at management's discretion). They must participate in a rotational on call/overtime roster. Operators will also be required to carry out duties at any of the TWW Wastewater Treatment Plants. The day to day duties and responsibilities of Operators will be in accordance with the Position Description for the position and the objectives as outlined in Section 9 of this LAA.

2.2 Exclusions

Wastewater Treatment Plant Team Leader

3. Wages

3.1 Definitions

Base Wage – as set out in Appendix C of the Agreement– Schedule of Wages Queensland Local Government Industry (Stream B) Award 2017, Division 2, Section 5 (Operational Services)

Annualised Allowance – the historical claimable allowances applicable to Operators and Assistants under the State Award as listed in paragraph 3.2 of this Agreement, that were used in the calculation of the average allowances claimed by Operators and Assistants over 3 years (2006 – 2008).

Annualised Wage - the base wage plus the annualised allowance amount for Operators and Assistants respectively. The Annualised wage is subject to change if weekend work or rosters are adjusted. For example, if the number of weekends worked in the year is changed, the annualised allowance shall be adjusted to reflect this change.

3.2 Annualised Allowances

Wastewater Treatment Plant operational staff, in conjunction with management have elected to undertake the annualising of all claimable entitlements within this LAA.

The following allowances, in accordance with the provisions of the State Award that are to be annualised within this Agreement are as follows;

- a) Working in the rain
- b) Trailer Operation
- c) District
- d) Construction (site)
- e) Poisons
- f) Wet Work
- g) Sewer Mechanical
- h) Sewer Odour

- i) On Call
- j) Leading Hand
- k) Live Sewer
- l) First Aid
- m) Public Holidays

No claims to any further payments, including allowances, penalties, or disabilities under any award or Certified Agreement, other than those as listed below, are eligible to be claimed for during the life of this Agreement.

3.3 Excluded Claimable Allowances

(i) Overtime

Standard rates of pay and provisions shall be in accordance with the provisions of the LAA and the Agreement.

(ii) Call Outs

Standard rates of pay and provisions shall be in accordance with the provisions of the LAA and the Agreement.

In the event of an employee on call being requested to respond to a call (without the need to return to a work site) it is expected the Employee will be in a position to respond to the call/notification remotely, using TCC supplied technologies, within 15 to 30 minutes from the time of receiving the call/notification.

Where an employee is on call it is expected that after hours the Employee will be within the Townsville Local Government Area and in a position to attend site. The response time to site should be the shortest possible time, generally accepted as being within 60 minutes.

(iii) Higher Duties

Standard rates of pay and provisions shall be in accordance with the provisions of the LAA and the Agreement.

Operators and Assistants who are required to perform higher duties are to be paid at the base rate of the higher duty position and matrix level if applicable, regardless of their level standing at that time.

(iv) 10 Hour Break

Standard rates of pay and provisions shall be in accordance with the provisions of the LAA and the Agreement.

4. Rosters

All Operators will be required to participate in a rotational on call/ duty roster for staffing of Treatment Plant sites. The on call/duty roster will incorporate the flexibility to encompass variations in staffing requirements and numbers and may be varied accordingly. Changes to the on call/duty roster shall be done in consultation with affected staff and shall be undertaken in accordance with the provisions of the State Award and the Agreement.

Changes to rosters that affect the historical calculation of the Annualised Wage shall be negotiated with affected WWTP staff to achieve a majority vote and the annualised amount will be adjusted accordingly.

5. Weekend Work

Weekend Work is to be revised outside of this Agreement to ascertain efficiency gains to council and work life balance for operators. The assessment will include and not be limited to, an audit of work currently undertaken on the weekend, any legislative requirements, proportion of weekend callouts, and weekend operational requirements. Any changes to weekend work schedules will be communicated and agreed upon with employees within the bounds of Section 4 of this LAA.

6. Work Groups

The following work groups have been identified and defined for the purpose of facilitation of the Wastewater Treatment Operators and Wastewater Treatment Plants Operators Assistants matrix and to enable the rotation of wastewater treatment plant staff through all of Townsville City Council's wastewater treatment plant sites. Actual composition of the work groups can be altered at management's discretion dependent on operational requirements and staffing levels.

(i) Cleveland Bay Purification Plant – CBPP

Cleveland Bay Purification Plant

(ii) Mt St John Treatment Plant – MSJTP

Mt St John Treatment Plant

(iii) Minor Plants

Magnetic Island Water Recycling Plant
Horseshoe Bay Water Recycling Plant
Condon Treatment Plant
Toomulla Treatment Plant

For the purpose of determining an individual's position on the relevant Wastewater Treatment Plant matrix, each of the single work groups has the same level of status and percentage value allocated to it, regardless of the actual number of facilities it may encompass or any variations of processes, procedures or other site duties.

7. Rotation of Staff

All Operators and Assistants will be required to participate in rotations between any of council's Treatment Plant work groups at management discretion, meaning the decision to move an Operator or Assistant will be dependent on operational requirements or the needs and circumstances of the members of the WWTOP staff and will be communicated to the affected employees.

Rotation between treatment plant groups will enable treatment plant staff to further enhance their professional development, their standing on the matrix and subsequently their pay scale. Council will benefit from staff rotations by ensuring adequate coverage of wastewater infrastructure and management of staff shortages and emergency situations.

Staff rotation amongst treatment plant groups will generally be for a minimum of 12 months at a time or until deemed competent at that site, though treatment plant staff may also be required to rotate for shorter durations where staff shortages necessitate.

8. Competency Allowances – Wastewater Treatment Plant Operators and Assistants matrix

8.1 Definitions

The competency allowance is defined as an additional percentage (capped at 9%), that can be achieved on top of the annualised wage. Eligibility for this competency allowance is calculated via a 2 dimensional matrix of years of services and competency achieved at each of the 3 plant groups.

Competency for each work group is further defined in Section 9

Plant Group Competencies as used on the matrices for Wastewater Treatment Plant Operators and Assistants are defined as follows; either 9i, 9ii, 9iii or 6i, 6ii, 6iii and relate to either Cleveland Bay Purification Plant, Mount Saint John Treatment Plant and Minor Treatment Plants outlined in Section 6 – Work Groups

Years of Service as used on the matrices for Wastewater Treatment Plant Operators and Assistants are defined as follows; either 9a, 9b, 9c, 9d or 6a,6b, 6c, 6d and relate to demonstrated years of industry experience outlined in Appendix A and B.

8.2 Industry Experience

Equivalent industry experience is to be proved through supplying a minimum of 2 relevant industry referees and detailed résumé to enable externally experienced operators and assistants to enter council's system at a reasonable industry experience level.

External Experience must be transferable to council wastewater treatment plants and processes (activated sludge, membrane and biological nutrient removal).

Experience must be relative to existing Townsville City Council Wastewater Treatment Operators or Wastewater Treatment Plant Assistant Operators, Position Descriptions.

8.3 Wastewater Treatment Operator (LGE 9) matrix

The base rate as defined by the Wastewater Treatment Operators matrix shall be level 9a/9i (Annualised wage plus 0%) with the ceiling level being 9d/9iii (Annualised wage plus 9%).

Operators can progress through the relevant levels by engaging in continuous employment on treatment plant sites and rotation through and achieving competency on the 3 different work groups.

Pay rates, expressed as hourly rates, under the Matrix at Appendix A are as follows and will apply from the date of operation of the Agreement:

Years of Service		Plant Group Competencies		
		■ 9i	■ 9ii	■ 9iii
■ 9a	■	\$42.60	■	■
■ 9b	■	\$43.04	■ \$44.37	■ \$45.71
■ 9c	■	\$43.48	■ \$44.82	■ \$46.15
■ 9d	■	\$43.93	■ \$45.26	■ \$46.60

The above rates will be increased on the anniversary dates of the date of operation of the by the percentage increases of the wage increases in Clause 32 of the Agreement.

Operators will be assessed annually as part of council's performance planning process to ascertain and review their position on the matrix structure.

Progression/regression of an individual's position on the matrix is subject to the prescribed conditions as outlined above and as in Section 9 or on the employee's anniversary date.

8.4 Wastewater Treatment Plants Operators Assistant (LGE 6) matrix

The base rate as defined by the Wastewater Treatment Plants Operators Assistants matrix shall be level 6a/6i (Annualised wage plus 0%) with the ceiling level being level 6d/6iii (Annualised wage plus 9%).

Assistants can progress through the relevant levels by engaging in continuous employment on treatment plant sites, completion of Certificate III in Water Industry Operations and rotation through and achieving competency on the 3 different work groups.

Incremental rates of pay as assessed on the matrix structure for Assistants are included in the table below.

Figures listed were calculated on the previous March 2009 annualised rate including site, locality etc, plus an average of 2006, 2007 and 2008 financial years claimed penalties.

Completion of Certificate III in Water Industry Operations is required within 2 years of commencing employment as Assistant with council. Relieving operators in Higher Duties Positions cannot be performed unless Certificate III (or equivalent at Manager's discretion) has been obtained.

Assistants performing higher duties are capped at the annualised rate of 9i9a.

Pay rates, expressed as hourly rates, under the Matrix at Appendix B are as follows and will apply from the date of operation of the Agreement:

Plant Group Competencies

Years of Service		■ 6i	■ 6ii	■ 6iii
■ 6a	■	\$31.46	■	■
■ 6b	■	\$31.77	■ \$32.70	■ \$33.65
■ 6c	■	\$32.09	■ \$33.02	■ \$33.95
■ 6d	■	\$32.39	■ \$33.33	■ \$34.26

The above rates will be increased on the anniversary dates of the date of operation of the by the percentage increases of the wage increases in Clause 32 of the Agreement.

Assistants will be assessed annually as part of council's performance planning process to ascertain and review their position on the matrix structure.

Progression/regression of an individual's position on the matrix is subject to the prescribed conditions as outlined above and as in Section 9, or on the employee's anniversary date.

9. Performance Planning / Competency Assessments.

All treatment Plant staff must undergo Performance reviews in conjunction with management in order to monitor an individual's career path and to revise their position on the Treatment Plants matrix.

Wastewater Treatment Plant Operators and Wastewater Treatment Plant Assistant Operators failing to rotate through all work groups and partake in the Performance Planning Process as required will regress to the next lower applicable matrix step and may also be subject to further action by management.

During the Performance Planning process the following criteria and conditions will be assessed to determine an individual's performance and matrix placement as a minimum.

9.1. Operators

- (a) Operators competency on a plant in theory should constitute duties as outlined in the relevant PD and includes but is not limited to:
- Demonstrated experience and ability to undertake emergency procedures, general operating procedures, start up and shut down of plant,
 - IMS/administration duties,
 - Communication with tradespeople and managers,
 - Interpretation of laboratory results and membrane parameters,
 - Basic laboratory sampling and analysis techniques,
 - Start up and shut down of all plant and equipment,
 - Demonstrated understanding of plant hydraulics,
 - Understanding of hollow fibre tube and flat bed sheet membranes,
 - Demonstrated understanding of plant routine maintenance activities,
 - Ability to diagnose and apply chemical dosing techniques to optimise BNR processes.

- (b) A minimum service period of 12 months on the on-call system for each plant group is required to achieve adequate training and experience as an operator in wet and dry season activities and progression along the competency axis of the matrix.
- (c) Performance Planning Process - Key Achievement Areas relevant to the job, shall include and not be limited to the following elements for an LGE9 wastewater treatment plant operator.
 - Process optimisation is undertaken formally on a roster basis when on-call, process condition, process changes and equipment faults/difficulties are communicated to supervisors.
 - Group process optimisation discussions with fellow operators and supervisors are formalised in daily diary.
 - Daily Plant Review when on duty, communicate to supervisor and work group the status of the plant including but not limited to detailing interpretation of plant data, process optimisation and efficiency gains and, major incidences/maintenance activities.

9.2. Assistant Operators

- (a) Wastewater Treatment Plant Assistant Operators competency on a plant in theory should constitutes duties as outlined in the relevant PD and includes but is not limited to:
 - Sample collection and laboratory analysis housekeeping,
 - Daily preventative maintenance of equipment,
 - Basic problem solving,
 - Liaison with tradespeople,
 - Communication with other operators, managers and assistants, and
 - Basic plant administration duties
- (b) A minimum service period of 12 months for each plant group is required to achieve adequate training and experience as an assistant operator during wet and dry season activities and progression along the competency axis of the matrix.
- (c) Assistant Operators acting in higher duties as an operator will only receive a classification level of 9a9i.
- (d) Assistant Operators successfully filling a vacant operator's position will be required to start on classification level 9a9i, regardless of experience attained through acting in higher duties and years of service as an assistant.
- (e) Performance Planning Process - Key Achievement Areas relevant to the job, shall include and not be limited to the following elements for an LGE6 wastewater treatment plant assistant operator
 - Daily assistant duties (refer PD) such as sample collection and laboratory analysis housekeeping, daily preventative maintenance of equipment, basic problem solving,

liaison with tradespeople, communication with other operators, managers and assistants, and basic plant administration duties are performed to a high standard

- Participation in the operators process optimisation is undertaken on a weekly basis and then formally on a roster basis when on-call and acting in a higher duties position. Process condition, process changes and equipment faults/difficulties are communicated to supervisors when in a higher duties position as an operator.
- Participation in group process optimisation discussions with fellow operators and supervisors and are formalised in daily diary.
- Daily Plant Review when on duty, communicate to supervisor and work group the status of the plant including but not limited to, detailing interpretation of plant data, process optimisation and efficiency gains and major incidences/maintenance activities.

10. Other Terms and Conditions

Except as otherwise determined by this LAA and the provisions of the Townsville City Council (Field and Other Employees) Certified Agreement 2019, all other terms and conditions of Queensland Local Government Industry (Stream B) Award 2017, Division 2, Section 5 (Operational Services) shall apply to employees covered by this LAA.

Appendix A – Wastewater Treatment Plant Operator Matrix (LGE9) – November 2011

■ Wastewater Treatment Plant Operator Matrix (LGE9) November 2011				
■ 1. Competencies based on years of industry experience	■ 2. Competency based on plant familiarity	■ 3. Resulting Matrix – percentage increase on base rate for LGE9.		
		Plant Group Competency		
		Years of Service	■ 9i	■ 9ii ■ 9iii
		■ 9a	■ 0%	
		■ 9b	■ 1%	■ 4% ■ 7%
■ 9a 0-1 years experience or equivalent demonstrated relevant industry experience	■ 9i experience and competency on 1 TW plant work group	■ 9c	■ 2%	■ 5% ■ 8%
		■ 9d	■ 3%	■ 6% ■ 9%
■ Water/wastewater industry approved educational qualification of Certificate III in Water Industry Operations or higher	■ 9ii experience and competency on 2 TW plant work groups			
■ 9b 1-4 years experience or equivalent demonstrated relevant industry experience	■ 9iii experience and competency on 3 TW plant work groups			
■ 9c 4-6 years experience or equivalent demonstrated relevant industry experience				
■ 9d 6 or more years experience or equivalent demonstrated relevant industry experience				

Appendix B Wastewater Treatment Plant Assistant Operator Matrix (LGE 6) – November 2011

■ Wastewater Treatment Plant Assistant Operator Matrix (LGE6) November 2011					
1. Competencies based on years of industry experience 6a 0-1 years experience or equivalent demonstrated industry experience Commencement of Certificate III in Water Industry Operations 1-4 years experience or equivalent demonstrated industry experience. Studying towards completion of Certificate III in Water Industry Operations to be completed within 2 years of commencing employment. 6c 4-6 years experience or equivalent demonstrated industry experience. Completion of Certificate III in Water Industry Operations Ability to undertake higher duties as an operator on-call with minimal supervision. 6d 6 or more years experience or equivalent demonstrated industry experience. As above.	2. Competency based on plant familiarity 6i experience and competency on 1 TW plant work group. Including periods of acting operator. 6ii experience and competency on 2 TW plant work groups. Including periods of acting operator. 6iii experience and competency on 3 TW plant work groups. Including periods of acting operator.	3. Resulting Matrix – percentage increase on base rate for LGE6.			
		Plant Group Competency			
		Years of Service	■ 6i	■ 6ii	■ 6iii
		■ 6a	■ 0%		
		■ 6b	■ 1%	■ 4%	■ 7%
		■ 6c	■ 2%	■ 5%	■ 8%
		■ 6d	■ 3%	■ 6%	■ 9%

APPENDIX E – ALLOWANCES

1. Reimbursement of Telephone Calls

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

2. Palm Island Allowances

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

- (a) Overnight Stay
Palm Island Daily Allowance of \$71.77 to cover meals, groceries and special environmental conditions plus an Incidental Allowance of \$17.19
- (b) Daily Visits
An Incidental Daily Allowance of \$17.19 plus reimbursement daily for all meals.

3. Rubbish Operations Allowance

Any employee of Council who is employed under the provisions of the Queensland Local Government Industry (Stream B) Award 2017 and who is directed by management to clean up and collect refuse after functions, fun days or after groups of itinerant people (who frequent parks and other areas of the city) shall be entitled to be paid the rubbish and sanitary operations allowance in accordance with the provisions of clause 13.18 of that Award for the time whilst directly engaged on such refuse collection work.

4. Bitumen Pavers Operator Payment

Council will pay the operator of the bitumen paver machine a rate of pay equivalent to the classification for Local Government Employee level 6. The classification applicable to the position will be determined by the relevant award. This rate will be paid for all purposes of the Agreement and the award.

5. Pavers Allowance

Council agrees to pay 3.5% of the rate of pay applicable to each employee while they are engaged in bitumen paver operations. This includes paver operator, labourers, gangers, roller driver and truck drivers who are required to physically work around the bitumen paver machine. This does not apply to Flocon Operators.

6. Live Sewer Work Allowance

- a) Employees who, during ordinary hours, carry out work in connection with live sewer including aerial connection or the cleaning of sealed gross pollution traps will be paid five and a half (5 ½) hours at the rate of time and one half.
- b) Employees engaged in Wastewater Operations will be paid a Live Sewer Allowance of five and a half hours (5 ½) at time and a half for all ordinary hours worked Monday to Friday.
- c) This five and a half (5 ½) hour daily payment is in lieu of any further claim for additional hours worked on live sewer work during ordinary hours of work on any day and no such payment shall be made.

- d) On any day when the employee works less than five and half (5 ½) hours of ordinary hours of work, the employee shall be paid the Live Sewer Work rate only for the actual time worked.
- e) Employees who, during overtime or on weekends or public holiday hours, carry out work in connection with live sewer including aerial connection will be paid at the rate of one-half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for the actual time worked.
- f) For the purpose of this clause, but subject to the qualifications at sub-clause g, the term live sewer work shall mean work carried out in situations where there is direct aerial connection with a sewer. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.
- g) The payment prescribed in this clause shall not apply to employees engaged at sewerage treatment plants.
- h) An employee in receipt of the payment prescribed in this clause shall not be entitled to the Disability and Site Allowances.

Description	Rate/ Time Code Factor	Unit	Reference	Kronos Code
Camp allowance and accommodation	\$ 16.100	Per day	QLD Award, Div 2, Sect 5, Clause 35	CAMP
Dead Animal Large	\$ 2.360	Per day	QLD Award, Div 2, Sect 5, Clause 13.17(a)	ANLG
Dead Animal Small	\$ 0.700	Per day	QLD Award, Div 2, Sect 5, Clause 13.17(b)	ANIM
District Allowance	\$ 1.100	Per Week	QLD Award, Div 1, Clause 13.1	
Exhumation - Cemetery	\$ 22.170	Per Occasion	QLD Award, Div 2, Sect 5, Clause 13.3	EXUM
First-aid attendant	\$ 18.850	Per week	QLD Award, Div 2, Sect 5, Clause 13.9	
Height Money – 15.24m to 22.86m	\$ 0.210	Per hour	QLD Award, Div 2, Sect 5, Clause 13.10	HGHT
Leading Hand Allowance	\$ 0.851	Per hour	QLD Award, Div 2, Sect 5, Clause 13.11	LHNE
Live sewer work allowance	0.50	Per hour	This Agreement Appendix E	SEWG
Meals – overtime	\$ 13.450	Per Occasion	QLD Award, Div 2, Sect 5, Clause 16.2(c) QLD Award, Div 2, Sect 6, Clause 13.2	
Motor Cycle Allowance	\$ 0.280	Per km	QLD Award, Div 1, Clause 13.2 (b)(ii)	MCKM
Motor Vehicle Allowance	\$ 0.820	Per km	QLD Award, Div 1, Clause 13.2 (b)(i)	MVKM
Motor vehicles drawing trailers	\$ 3.530	Per day	QLD Award, Div 2, Sect 5, Clause 13.13	TRSA
On Call LGE	\$ 53.570	Per day	This Agreement Appendix E	OCST
Overtime - Lunch	2.0	Per hour	QLD Award, Div 2, Sect 5, Clause 16.1(c,d) QLD Award, Div 2, Sect 6, 16(b)	OTLN
Palm Island - Daily Visit	\$ 17.190	Per occasion	This Agreement Appendix E	APID
Palm Island - Overnight	\$ 71.770	Per occasion	This Agreement Appendix E	APIO
Pavers Allowance	\$ 0.035	Per hour	This Agreement Appendix E	PAVE
Penalty on Ordinary - 12.5%	1.125	Per hour	This Agreement Appendix E	
Penalty on Ordinary - 15%	1.15	Per hour	This Agreement Appendix E	
Poison Sprays - Cemeteries	\$ 0.433	Per hour	QLD Award, Div 2, Sect 5, Clause 13.3(d)	POIS
Poison Sprays - Other than Cemeteries	\$ 0.433	Per hour	QLD Award, Div 2, Sect 5, Clause 13.15	POIS
Removal/Exhumation 1st	\$ 55.170	Per Occasion	QLD Award, Div 2, Sect 5, Clause 13.3	EXR1
Removal/Exhumation 2nd	\$ 27.570	Per Occasion	QLD Award, Div 2, Sect 5, Clause 13.3	EXR2
Rubbish and sanitary operations allowance	\$ 2.910	Per hour	This Agreement Appendix E	RUBB
Site Allowance	\$ 0.897	Per Hour	QLD Award, Div 2, Sect 5, Clause 13.2	
Toilet cleaning	\$ 10.600	Per week	QLD Award, Div 2, Sect 5, Clause 13.20	TLTC
Travel kilometres	\$ 0.616	Per KM	QLD Award, Div 2, Sect 5, Clause 33(b)	TVKM
Travel time	1.0	Per hour	QLD Award, Div 2, Sect 5, Clause 33(a)	TRVL
Truck, crane or straddle unloader	\$ 3.530	Per day	QLD Award, Div 2, Sect 5, Clause 13.22	TRCK
Work in the rain	1.0	Per hour	QLD Award, Div 2, Sect 5, Clause 13.26 QLD Award, Div 2, Sect 6, Clause 13.3	WKRN
Working in water – 762mm	\$ 2.070	Per hour	QLD Award, Div 2, Sect 5, Clause 13.24(e)	WEXC
Working through lunch	1.0	Per hour	QLD Award, Div 2, Sect 5, Clause 16.1(c)	WLUN

Meal Breaks not Taken during overtime - Meal Bonus		
Monday - Friday at 2.0 hours after a scheduled shift		
Meal Breaks not taken during overtime - Meal Bonus	1	OT1.5 x 30mins
Saturday - Sunday at 2.0 hours after scheduled shift		
Meal Breaks not taken during overtime	1	OT2.0 x 30mins
Monday - Sunday at 5.0 hours after unscheduled shift		
Meal Breaks not taken during overtime	1	OT2.0 x 30mins
Monday - Sunday at 5.0 hours after scheduled shift		
Meal Breaks not taken during overtime	1	OT2.0 x 45mins
Monday - Sunday at 9.0 hours or 13.0 hours or 17.0 hours on scheduled or unscheduled shift	1	OT2.0 x 45mins

SIGNATORIES FOR THE PARTIES TO THE AGREEMENT

Signed for and on behalf of the
Townsville City Council

Prins Ralston
_____Signature

Prins Ralston

Chief Executive Officer

In the presence of

Melissa Rosemond
_____Signature

Melissa Rosemond
_____Print Name

Signed for and on behalf of:

The Australian Workers' Union of Employees, Queensland

Steve Baker

_____ Signature

Steve Baker

State Secretary

In the presence of

Breanna Beattie

_____ Signature

Breanna Beattie

_____ Print Name

Signed for and on behalf of:

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

Kane Lowth

_____ Signature

Kane Lowth

State Secretary

In the presence of

Emma Eaves

_____ Signature

Emma Eaves

_____ Print Name

Signed for and on behalf of the:

Transport Workers Union of Australia, Union of Employees, Queensland Branch

Richard Olsen

_____ Signature

Richard Olsen

State Secretary

In the presence of

Helena Dalton-Bridges

_____ Signature

Helena Dalton-Bridges

_____ Print Name

Signed for and on behalf of:
The Electrical Trades Union

Peter Ong
_____Signature

Peter Ong

State Secretary

In the presence of

Kathryn Bignell
_____Signature

Kathryn Bignell
_____Print Name

Signed for and on behalf of:

Plumbers & Gasfitters Employees' Union Queensland

Gary O'Halloran

_____Signature

Gary O'Halloran

State Secretary

In the presence of

Shari Charrington

_____Signature

Shari Charrington

_____Print Name