

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Toowoomba Regional Council

AND

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

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

The Australian Workers' Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

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

United Voice, Industrial Union of employees, Queensland

(Matter No. CB/2022/45)

***TOOWOOMBA REGIONAL COUNCIL FIELD BASED STAFF CERTIFIED AGREEMENT
2022 (NO.4)***

Certificate of Approval

On 17 June 2022 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: ***TOOWOOMBA REGIONAL COUNCIL FIELD BASED STAFF
CERTIFIED AGREEMENT 2022 (NO.4)***

**Parties to the
Agreement:**

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

- United Voice, Industrial Union of employees, Queensland

Operative Date: 17 June 2022

Nominal Expiry Date: 19 June 2024

Previous Agreements: *Toowoomba Regional Council Field Based Staff Certified Agreement 2018 (No.3)*

**Termination Date of
Previous Agreements:** 17 June 2022 (Matter No CB/2022/44)

S C PIDGEON
Industrial Commissioner

17 June 2022

TOOWOOMBA REGIONAL COUNCIL FIELD BASED STAFF CERTIFIED AGREEMENT 2022 (No.4)

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PART 1 GENERAL CONDITIONS

1.1 Title

This Certified Agreement shall be known as the Toowoomba Regional Council (Council) Field Based Staff Certified Agreement 2022 (No. 4), **(the/this Agreement)**.

1.2 Application and Parties Bound

This Agreement is binding on Toowoomba Regional Council and the following unions:

- Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees, Queensland (AMEPKU);
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU);
- The Australian Workers' Union of Employees, Queensland (AWU);
- The Electrical Trades Union of Employees Queensland (ETU);
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU);
- United Voice, Industrial Union of Employees, Queensland (UVQ).

This Agreement shall apply to all Council employees employed in a classification listed under the following Awards:

- Queensland Local Government Industry (Stream B) Award – State 2017; and
- Queensland Local Government Industry (Stream C) Award – State 2017.

Collectively referred to as **the Awards**.

1.3 Date of Operation

- 1.3.1 This Agreement shall commence operation from the first pay period following the date of certification of the Agreement by the Queensland Industrial Relations Commission (QIRC) and shall have a nominal expiry date of 19 June 2024.
- 1.3.2 The parties undertake to commence discussions on a replacement Certified Agreement not before six (6) months prior to the nominal expiry date of this Agreement.

1.4 Relationship with Awards

- 1.4.1 This Agreement shall be read and interpreted wholly in conjunction with the terms of the Awards as they stood at the date of certification of the Agreement.
- 1.4.2 Where there is any inconsistency between this Agreement and the Awards, this Agreement shall prevail to the extent of the inconsistency.
- 1.4.3 Where this Agreement is silent on a particular matter, the terms of the Awards shall apply.

1.5 No Extra Claims

- 1.5.1 The parties agree that, other than as provided under the Workforce Flexibility Arrangement (WFA) process, this Agreement constitutes a complete agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the parties will not pursue further claims during the term of this Agreement.
- 1.5.2 The rates of pay specified in this Agreement and the wage rate increases set out in Clause 3.3 shall apply for the duration of this Agreement.
- 1.5.3 Despite clause 1.5.2, it is a term of this Agreement that no employee covered by this Agreement will receive a rate of pay or allowance which is less than the corresponding rate in the Awards (as varied from time to time by the State Wage Case - Declaration of General Ruling).

1.6 Objectives of the Agreement

The principal objectives of this Agreement are to pursue service excellence by:

- Positioning the Toowoomba Region as a livable region and enhancing economic prosperity;
- Focusing on value for money service provision to the community;

- Providing improved and more responsive services to the communities of the Toowoomba Region;
- Balancing the needs of all stakeholders;
- Responsible management of available resources;
- Promoting transparency and accountability;
- Continuous improvement and quality enhancement through innovation;
- Enshrining Organisational Values and Behaviours;
- Enhancing Toowoomba Regional Council as a preferred employer;
- Commitment by all stakeholders to best practice workplace health and safety;
- Increasing job satisfaction;
- Promoting workforce flexibility;
- Increasing consultation and employee participation in decision making;
- Creation of skill-related career paths and succession planning;
- Improving training access and provision.

1.7 Availability of the Agreement

- 1.7.1 All current and future employees will be provided access to this Agreement.

1.8 Grievance and Dispute Settlement Procedure

- 1.8.1 Effective communication between employees and management is a prerequisite to good industrial relations. The following procedure is set down to ensure any Grievance or Dispute may be resolved quickly to maintain efficient and sound working relationships.
- 1.8.2 For the purpose of this Clause 1.8, 'Grievance/Dispute' means a Grievance or Dispute arising between Council and its employee(s) in relation to this Agreement or an industrial relations matter. In the event that a Grievance/Dispute arises, the following procedure shall be applied:

Step 1

Any employee/s with a Grievance/Dispute will promptly raise the matter/s with their immediate Supervisor. In order to resolve the matter at the earliest opportunity, the Supervisor will conduct a meeting with the employee/s to discuss the Grievance/Dispute within one (1) working day. The employee/s may request union representation or a nominated support person.

Step 2

If the Grievance/Dispute is not resolved at step 1, the employee/s shall discuss the matter/s at issue with the next higher level of management in an attempt to resolve the Grievance/Dispute. The employee/s may request union representation or a nominated support person. This should occur within two (2) working days of the finalisation of step 1. Should the Grievance/Dispute remain unresolved at step 2, progression to the next higher level of management shall occur.

Step 3

If the Grievance/Dispute remains unresolved, it shall then be referred to the CEO or delegate who will attempt to facilitate a resolution with the employee/s. The employee/s may request union representation or a nominated support person. This should occur within seven (7) working days of the finalisation of step 2, where practicable.

Step 4

If, after the above steps the Grievance/Dispute remains unresolved, the dispute may be referred by either party to the Queensland Industrial Relations Commission (QIRC) for conciliation and if it remains unresolved either party may utilise the QIRC's arbitration provisions, subject to the QIRC having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the QIRC will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

- 1.8.3 Whilst the Grievance and Dispute Settlement Procedure is being followed, the continuation of work and customary work practices, i.e. the status quo, shall prevail until such time as a resolution is reached, except where the Grievance/Dispute is regarding a genuine Workplace Health and Safety issue.
- 1.8.4 Where the Grievance/Dispute relates to allegation of discrimination, vilification, bullying, victimisation, harassment or breaches of equal employment opportunity legislation the employee should commence the procedure at step 3. Grievances/Disputes of a non-industrial nature can be raised as per the relevant Policy/Procedure or with the Executive Manager People, Culture and Engagement (EM-PCE), where such matters cannot be resolved at a local level (i.e. Supervisor/Manager).

- 1.8.5 The above procedure does not restrict Council or an authorised officer of the relevant union from making representations or submissions to each other at any stage in this procedure.

1.9 Commitment to Collective Bargaining

- 1.9.1 For the life of this Agreement, the parties listed in Clause 1.2 commit to collective bargaining in respect of employees whose terms and conditions are covered under this Agreement and the *Industrial Relations Act 2016*.
- 1.9.2 Subject to the ongoing operation of this Agreement, the terms and conditions of the Awards shall apply to current and future employees in classifications stipulated in the Awards. The parties acknowledge that structured, collective industrial relations will continue as a key element of the operations of Council.

PART 2 EMPLOYMENT ARRANGEMENTS

2.1 Contract of Employment Arrangements

- 2.1.1 Employees are employed by Council, in accordance with the provisions of this Agreement and the Awards.

2.2 Types of Employment

- 2.2.1 In addition to the types of employment stipulated in the Awards, employees may be engaged in the types of employment stipulated in this Clause 2.2. On commencement of employment, employees will be advised of the nature of their engagement.
- 2.2.2 All new Council employees are required to successfully complete a probationary period of six (6) months.
- 2.2.3 Maximum Term Employment
- 2.2.3.1 The parties recognise that Council may, from time-to-time, engage employees on a Maximum Term basis to undertake work that is temporary or for a specified reason or result.
- 2.2.3.2 Employees engaged for a Maximum Term, may be appointed to work on:
- a) a full time basis;
 - b) a part time basis; or
 - c) where applicable, a flexible part time basis.
- 2.2.3.3 Employees may be employed on a Maximum Term basis:
- a) for project work; and/or
 - b) to cover for circumstances where other forms of employment are impracticable, such as covering for roles where the incumbent is on extended leave or is on a secondment, and also during periods of increased seasonal demand.
- ‘Project Work’ means specific, finite work to produce some kind of tangible or intangible result and includes specified project work referred to in Clause 6.1.9 of this Agreement.
- 2.2.3.4 An employee’s Maximum Term Employment may be terminated by Council before the end of the specified period of time or specified task in the following circumstances:
- a) by written agreement with the employee; or
 - b) in the event of an incapacity which prevents the employee from performing the duties they were employed to perform; or
 - c) in the event of misconduct (in which case the termination may be without notice); or
 - d) by Council providing six (6) months’ notice or payment in lieu of any or all of the notice period, or the amount of wages that would have been paid to the employee for the balance of the contract, whichever is the lesser amount.

2.2.3.5. An employee engaged for a Maximum Term may terminate their employment with Council by giving the following notice period, based on the engagement term:

- a) up to 1 year – 1-week notice;
- b) over 1 year – 2 weeks' notice.

2.2.3.6. If an employee fails to give the required notice, Council will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

2.2.4 Flexible Part Time Employment

2.2.4.1. This employment type is only applicable to staff covered by Section 3 - Health, Sports and Fitness Services and Section 4 – Hospitality Services of the *Queensland Local Government Industry (Stream B) Award - State 2017*.

2.2.4.2. A Flexible Part Time employee can be engaged either on a Permanent or Maximum Term basis.

2.2.4.3. A Flexible Part Time employee is engaged on the same basis as a Part Time employee except that:

- a) The minimum hours per week shall be agreed between Council and the employee and be recorded in writing. The agreed minimum hours shall not be fewer than the amounts specified in the table below and shall be reviewed quarterly or as operationally required and may be renegotiated by mutual agreement.

	Min. hours per day	Min. hours per week	Max. hours per week
Hospitality Services	2	10	Fewer than 38
Health, Sport and Fitness Services	2	10	Fewer than 38

- b) The ordinary days of work shall not exceed five (5) days in any one week or ten (10) days in any fortnight and where practical, every effort will be made to ensure that the two (2) or four (4) days off are consecutive.
- c) A Flexible Part Time employee may be required to work hours in addition to the agreed minimum hours, with additional hours up to 38 hours per week being paid at ordinary rates of pay. Employees will be entitled to be paid overtime for additional hours worked above 38 hours per week or when ten (10) hours are exceeded on any one day.
- d) The provisions relating to weekend work applicable to part time employees shall apply.
- e) Council will provide a Flexible Part Time employee with at least one (1) weeks' notice of any request to work additional hours or lesser time where there is a mutual agreement between the parties.

2.2.4.4. A Flexible Part Time employee shall be entitled to accrue Annual Leave, Long Service Leave, Personal Leave and all other entitlements as may be applicable, on a pro rata basis for ordinary hours actually worked, with payment as follows:

- a) In the event of an employee taking planned leave (such as Annual Leave), the employee will be paid the requested number of hours at ordinary rates (including leave loading where applicable) and the employee's accrual will be reduced accordingly, up to a maximum of 38 hours per week of leave.
- b) In the event of an employee taking unplanned leave (such as Personal, Bereavement or Compassionate Leave), then the employee will be paid for the actual hours they were rostered on to perform on that particular day/s.
- c) The payment of gazetted public holidays for Flexible Part Time employees will be as follows:
 - (i) If an employee undertakes work on a public holiday, the employee shall be paid for the hours worked at the relevant penalty rate.
 - (ii) If an employee is rostered but is not required to undertake work on a public holiday, the employee shall be paid for the number of hours they were rostered to work at the employee's ordinary rate of pay and those hours will form part of the agreed minimum hours per week.

- (iii) If an employee is neither rostered nor required to undertake work on a public holiday, the employee shall be paid three (3) hours at the employee's ordinary rate of pay and these hours will form part of the agreed minimum hours per week.
- 2.2.4.5. Where a Flexible Part Time employee requests to alter their spread of work days to include weekends to suit their personal circumstances, and Council agrees to their request, the employee agrees that they will not be paid weekend penalty rates for those hours that they choose to work on weekends.
- 2.2.4.6. Existing employees will only have their employment status changed to Flexible Part Time Employment status if they agree in writing.
- 2.2.4.7. Where positions are being recruited on a Flexible Part Time basis, these positions will be advertised as such.

2.3 Employees Fixed Start / Finish Work Locations

- 2.3.1 All employees will be designated one fixed start/finish work location. (Note: employees with multiple roles, may have different contracts and work locations). For the purposes of this clause, fixed start/finish work location shall mean a designated administration office, depot, library, water treatment plant, facility, venue, etc.
- 2.3.2 Where an employee, for operational reasons is temporarily transferred to work in another work location, the employee shall be paid the associated travelling in accordance with the Awards, where such travel is to be undertaken outside of ordinary hours of work.

2.4 Permanent Relocation

- 2.4.1 Employees employed under this Agreement at 1 August 2017 cannot be permanently relocated to another workplace/service centre/depot ("New Workplace") except by mutual agreement unless one of the following applies:
 - 2.4.1.1. The New Workplace is not further from the employee's place of residence than their current workplace; or
 - 2.4.1.2. The New Workplace is not more than 15 kilometres from their current workplace; or
 - 2.4.1.3. The New Workplace is Council's Principal Depot - Charlton.
- 2.4.2 Consultation Requirements
 - 2.4.2.1. If the New Workplace is Council's Principal Depot or 15 kilometres or less from the employee's current workplace or place of residence, then Council is only required to give the employee notice of the permanent relocation.
 - 2.4.2.2. If the New Workplace is greater than 15 kilometres but not more than 25 kilometres from the employee's current workplace, Council will be required to consult with the employee in accordance with Clause 8.3 - Workplace Change Notification.
- 2.4.3 Notice Period
 - 2.4.3.1. A minimum of six (6) weeks' notice shall be given to the affected employee of the permanent relocation unless otherwise mutually agreed.
- 2.4.4 This clause has no application to employees employed after 1 August 2017.

2.5 Income Maintenance

- 2.5.1 When an employee accepts redeployment (other than for those employees who have been redeployed to a different position as a result of a redundancy) to a position that is a lower classification level than their previous classification level, Council agrees to maintain the employee's wage until either:
 - a) the employee is no longer employed by Council; or
 - b) the employee is appointed to a position where the wage is equal to or more than the wage of the previous position.
- 2.5.2 Council agrees to apply all wage increases provided for in this Agreement to the employee's maintained wage for the periods referenced in Clause 2.5.1 above.

PART 3 REMUNERATION AND ALLOWANCES

3.1 Time and Attendance

- 3.1.1 Employees are required to complete and submit appropriate documentation through standard Council systems and processes to substantiate the claiming of:
- a) all time worked per shift/day (including overtime and absences);
 - b) utilisation of leave entitlements (including Annual Leave, Personal Leave, Banked Time, etc.);
 - c) allowances.
- 3.1.2 The employee is to provide the Time and Attendance record or any other documentation to their Supervisor, who shall review and confirm the accuracy of the submitted information and only upon confirmation shall such documentation be lodged with Payroll for review and processing.

3.2 Wage Rates and Schedules of Wages

- 3.2.1 The wage rate payable to employees is set out in Schedule A – Pay Rates.
- 3.2.2 Nothing contained within this Agreement shall preclude Council from paying any employee at a higher rate than that prescribed in Schedule A – Pay Rates.
- 3.2.3 Payment of wages will be made by Electronic Funds Transfer (EFT) directly to the account/s nominated in writing by the employee and will be paid on a fortnightly basis. Should an employee's account details change, it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred.

3.3 Wage Increase

- 3.3.1 The wage increases set out in this Agreement shall operate from the dates specified in the table below:

AWARD, STREAM & SECTION	1 st Pay Period July 2021	1 st Pay Period July 2022	1 st Pay Period July 2023
Stream B – Division 2, Section 3 <i>Health Sports and Fitness Services</i>	2.1%	2.1%	2.1%
Stream B – Division 2, Section 4 <i>Hospitality Services</i>	2.1%	2.1%	2.1%
Stream B – Division 2, Section 5 <i>Operational Services</i>	2.1%	2.1%	2.1%
Stream C – Division 2, Section 1 <i>Building Trades Services</i>	2.1%	2.1%	2.1%
Stream C – Division 2, Section 2 <i>Engineering and Electrical/Electronic Services</i>	2.1%	2.1%	2.1%

- 3.3.2 Upon certification of the Agreement (or at an earlier date as determined by Council), back payment of the wage increase will be paid to all current employees (at that date) on all wages, employer superannuation contributions and allowances paid from the first pay period in July 2021. There will be no retrospective claims of back payment for allowances that an employee was not entitled to claim prior to the date of certification of this Agreement.

3.4 Apprentices and Trainees

- 3.4.1 Council is committed to the development of apprentices/trainees. Further, and only where possible, Council may retain apprentices/trainees on completion of their apprenticeship/traineeship, for a minimum of three (3) months. This time immediately after completion is for the apprentice/trainee to gain further experience and is an opportunity for the employee to apply for any advertised positions within Council.
- 3.4.2 Subject to Clause 3.4.3 below, Council will engage apprentices and trainees as per the Order of the QIRC, *Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003* and where relevant, the *Training Wage Award State – 2012* (or such Order or Award which may replace these) only to the extent that it is the first apprenticeship or traineeship undertaken by the employee at Council.
- 3.4.3 Current employees who have been employed by Council, for at least three (3) months on a permanent full time basis, or at least six (6) months on a permanent part time or flexible part time basis, shall not suffer a reduction in their

ordinary hourly rate of pay by virtue of becoming an apprentice, and shall maintain continuity of employment. Upon completion of the apprenticeship, the employee shall revert to employment at least equal in status to the classification they held prior to the commencement of their apprenticeship.

- 3.4.4 Any subsequent requests for an employee to undertake an additional apprenticeship will be considered by Council and be at the complete discretion of the CEO or delegate.

3.4.5 Adult Apprentice Wages

Where an apprentice employed by Council is under the age of 18 they will be entitled to the percentage of relevant adult rate (under 18 years of age), as per the *Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003* (or replacement Order).

Where an apprentice employed by Council is 18 years of age or over they will be entitled to the percentage relevant adult rate (18 years of age and over).

Wage Level*	% of Relevant Trade Rate (18 years and over)
1	75%
2	80%
3	84%
4	90%
5	100%

* Wage level is determined by the relevant section of the *Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*.

3.5 Superannuation

- 3.5.1 Council will contribute the required superannuation on behalf of each employee to a compliant superannuation fund of the employee's choosing.
- 3.5.2 In the event an employee does not nominate a choice of fund in accordance with Clause 3.5.1, superannuation payments will be made to Council's default superannuation fund - Local Government Superannuation Plan (QLD) (LGIAsuper).
- 3.5.3 Where an employee is planning to change their nominated superannuation fund, the employee is required to notify Payroll prior to actioning the roll-over into the new superannuation fund.
- 3.5.4 Council's contribution to employees' superannuation for 'Contributing Employees' shall be in accordance with the *Local Government Act 2009* (Qld) and the *Superannuation Guarantee (Administration) Act 1992* (Cth), except that Council's contribution for Contributing Employees shall be 12.65% of the employees' ordinary time earnings subject to the employee contributing a minimum of 6% of their ordinary time earnings.
- 3.5.5 Where the minimum employer contribution required to be made by Council in accordance with the applicable legislation is greater than 12.65%, then Council will make the necessary employer contribution to meet its statutory obligations.

3.6 Allowances

Except where allowances are prescribed in this Agreement, all other allowances shall be payable in accordance with the Awards.

3.6.1 On Call Allowance

All work teams required to participate in On Call arrangements will be rostered for duty on an equitable basis and considerate of Workplace, Health & Safety (WHS) requirements.

- 3.6.1.1. For the purposes of this clause, an 'On Call Employee' is an employee who, in accordance with a roster, is engaged as such and who is required to be on standby, available for work, readily accessible and in a fit state if called upon to undertake work or discharge all duties required by Council in accordance with Council's Code of Conduct.
- 3.6.1.2. To ensure efficient and effective service delivery to the community, Council may instruct an On Call Employee to be available to perform work either remotely or through attendance at a work site outside of their ordinary hours of work.

- 3.6.1.3. To be eligible for the allowance, the On Call Employee must meet all requirements identified in Sub-clause 3.6.1.1.

3.6.1.4. On Call – Remote

Allowance

- a) This clause applies to On Call Employees rostered and required to be On Call via remote access such as, but not limited to, telephone, personal computer, email, and other electronic means.
- b) These On Call employees are entitled to an allowance of \$22.00 per day (24 hour period).

Payment

- c) In circumstances where the On Call Employee is required to perform work whilst on call, an additional payment, depending on the day on which the Call Out work is performed, will be paid as follows:
 - (i) Monday to Friday - 1.5 times the ordinary rate of pay with a minimum payment of 30 minutes (minimum period).
 - (ii) Saturday, Sunday and Public Holiday - 2 times the ordinary rate of pay with a minimum payment of 30 minutes (minimum period).
 - (iii) Where the employee is required to undertake additional work within the minimum period, no additional payment will be made.
 - (iv) Where work is undertaken beyond the minimum period, the actual time worked to the nearest 15 minutes will be paid at the appropriate penalty rates.
- d) In situations where an employee rostered On Call – Remote is unable to resolve an issue remotely and is required to attend work, 'On Call – Attend Work Payment' provisions (as per Sub-clause 3.6.1.5 (c)) shall apply.

3.6.1.5. On Call – Attend Work

Allowance

- a) This clause applies to On Call Employees rostered and required to be On Call and remain within an operationally reasonable time to attend the work location.
- b) These On Call employees are entitled to an allowance, based on the days on which they are On Call, as follows:
 - (i) Monday to Friday - \$33.00 per day.
 - (ii) Saturday and Sunday - \$44.00 per day.
 - (iii) Public Holiday - \$60.50 per day.

When determining what is an “operationally reasonable time to attend the work location”, service responsiveness, severity, potential impact to the community and health and safety standards as agreed to between the employee and their supervisor will be taken into account. Consideration will also be given to specific work area business continuity plans and endorsed service responsiveness standards.

Payment

- c) In circumstances where the On Call Employee is called to attend a workplace to perform work, an additional payment, depending on the day on which the Call Out work is performed, will be paid as follows:
 - (i) Monday to Friday - 1.5 times the ordinary rate with a minimum payment of 2 hours (minimum period).
 - (ii) Saturday and Sunday - 2 times the ordinary rate of pay with a minimum payment of 2 hours (minimum period).
 - (iii) Public Holiday - 2 times the ordinary rate of pay with a minimum payment of 4 hours (minimum period).
 - (iv) Where the employee is required to undertake additional work within the minimum period, no additional payment will be made.
 - (v) Where work is undertaken beyond the minimum period, the actual time worked to the nearest 15 minutes will be paid at double time.
- d) In situations where an employee rostered On Call – Attend Work is able to resolve an issue remotely, 'On Call – Remote Payment' provisions (as per Sub-clause 3.6.1.4 (c)) shall apply.

- 3.6.1.6. Where an employee is of the view that they have been disadvantaged by working to the terms of Clause 3.6.1 in relation to the Awards, the employee may make application at the end of each financial year for an adjustment to the allowance paid for their On Call work.
- 3.6.1.7. The amount of the allowance will be calculated by the relevant Manager in consultation with Payroll, the People, Culture and Engagement Branch and the rostered employee based on records kept by the employee and Council.
- 3.6.1.8. Should payment be required, the amount shall be equal to the difference between the amount paid for call out duties under the Agreement and the entitlement calculated under the relevant Award.

3.6.2 Live Sewer Work Allowance

- 3.6.2.1. Any employee whilst engaged in live sewer works as described in either *the Queensland Local Government Industry (Stream B) Award – State 2017* or the *Queensland Local Government Industry (Stream C) Award – State 2017* shall be paid a minimum of four (4) hours (only payable once on any given day) on the following basis:
- a) During ordinary hours - 1.5 times the ordinary hourly rate of pay.
 - b) During overtime or on weekends or public holidays - half the ordinary hourly rate of pay in addition to the relevant overtime, weekend or public holiday rate.
 - c) Employees who are engaged as Plumbers or Drainers shall be eligible to claim this allowance whilst engaged in live sewer works or cleaning septic tanks.

3.6.3 Motor Vehicle Allowance

- 3.6.3.1. Where a Council vehicle is provided, an employee shall not be entitled to claim the Motor Vehicle Allowance under the Awards.
- 3.6.3.2. Subject to prior approval, where an employee is required to use their own vehicle in connection with the performance of their duties, they shall be reimbursed for the use of their vehicle as per the Motor Vehicle Allowance under the Awards.

3.6.4 Health and Safety Representative (HSR) Allowance

- 3.6.4.1. An employee who has been elected and appointed as a designated HSR or Deputy HSR and who works three (3) days or more days per week, shall receive an allowance of \$8.00 per week. All appointments of HSRs will be formally made in writing by Council.

3.6.5 First Aid Allowance

- 3.6.5.1. Where an employee holds an appropriate current First Aid certificate and Council formally appoints the employee in writing to the position of First Aid Attendant, the employee shall be paid the prescribed allowance as referenced in the Awards. This allowance shall only be paid where the employee:
- a) works three (3) or more days per week; and
 - b) such days are not worked remotely (as defined in Clause 6.2).

3.6.6 Combined Electrical Allowance

- 3.6.6.1. For the life of this Agreement, Electrical Tradespersons, Electrical Workers and Apprentice Electricians shall be paid a combined allowance as follows:

Classification	Allowance per week
Electrical Tradesperson Levels 7 & 8	\$145.51
Electrical Tradesperson Levels 5 & 6	\$185.83
Electrical Worker Level 1 – 4 (field staff)	\$93.87
Electrical Worker Level 1 – 4 (workshop)	\$72.03
Apprentice – Stage 1	\$17.97
Apprentice – Stage 2	\$24.71
Apprentice – Stage 3	\$33.70
Apprentice – Stage 4	\$39.88

3.6.7 Electrical Tradespersons Service Increment Payment

- 3.6.7.1. Electricians currently in receipt of a service increment payment will continue to receive this payment for the life of this Agreement. The service increment payment amount will not increase during this period. No other employees, with the exception of the employees currently in receipt of this payment, will have an entitlement to this payment.

3.6.8 Mixed Functions (Higher Duties Allowance)

- 3.6.8.1. Employees performing work which carries a higher rate than their ordinary classification for two (2) hours or more will be paid at the higher classification rate for the full day.
- 3.6.8.2. Where an employee performs this work for less than two (2) hours, the employee will be paid at the higher classification rate for the actual time worked.

3.6.9 Tool Allowance

- 3.6.9.1. All tool allowances shall be in accordance with the Awards.
- 3.6.9.2. Employees engaged in the Engineering and Electrical/Electronic Services stream of the *Queensland Local Government Industry (Stream C) Award – State 2017*, and who supply and use their own tools, will be paid a tool allowance of \$25 per week.

3.6.10 Asbestos Allowance

- 3.6.10.1. All employees engaged under Section 5 - Operational Services of the *Queensland Local Government Industry (Stream B) Award – State 2017* are eligible to claim an Asbestos Allowance in accordance with the provisions of the *Queensland Local Government Industry (Stream C) Award – State 2017*.

PART 4 EMPLOYMENT BENEFITS

4.1 Salary Sacrifice

- 4.1.1 Salary sacrifice arrangements will be provided to all employees in accordance with provisions set out by the Australian Taxation Office.

4.2 Workers Compensation

- 4.2.1 All employees who receive workers compensation benefits for an injury will receive the same leave accruals and superannuation for the entire period they are absent on workers compensation, as they received prior to suffering the injury.
- 4.2.2 The leave accruals that will continue to accumulate whilst an employee is on workers compensation leave include, but are not limited to:
- a) Annual Leave.
 - b) Long Service Leave.
 - c) Personal Leave.

4.3 Employee Assistance Program (EAP)

- 4.3.1 For the life of this Agreement, Council will provide an Employee Assistance Program to help employees, their spouse/de facto partner and dependent children under 18 years of age with personal or work related problems, which may affect their work performance or quality of life.
- 4.3.2 Personal leave may be used for the purpose of attending EAP appointments.
- 4.3.3 If an employee suffers financial hardship due to an injury, sickness or other restriction, the employee may apply to the CEO for assistance. Assistance to the employee will be assessed on a case by case basis and may be provided to the employee under Council's EAP.

4.4 Lifestyle Initiatives

- 4.4.1 Council recognises that organisational culture, working environment and day-to-day practices, all contribute to creating a healthy and productive workplace.
- 4.4.2 Council is committed to the implementation of lifestyle initiatives for all employees, which will include the development and implementation of a wellness strategy that aims to support and improve the mental health and wellbeing of employees. The implementation of lifestyle initiatives will be reviewed (where appropriate) and monitored through the Joint Consultative Committee (JCC).
- 4.4.3 Council is committed to offer lifestyle initiatives at no cost to employees. In some cases, employees are required to provide Council with a reimbursement claim and accompanying Tax invoice/receipt. Initiatives include but are not limited to:
 - a) the offering of immunisations, including influenza, hepatitis A and B, Q fever, tetanus, diphtheria, whooping cough, which aim to promote a healthy workplace for the wellbeing of employees.
 - b) annual skin checks (Council has a recommended treating practitioner).
 - c) mental health identification and response programs.

4.5 Use of Council Vehicles

- 4.5.1 Employees allocated a commuter use Council vehicle will have commuter use of the vehicle free of charge for the purpose of travelling to and from work in accordance with the Australia Taxation Office rulings (commuter use of vehicle) as amended from time to time and will be required to sign a Commuter Use Agreement for such usage.
- 4.5.2 Council's plant and fleet may have GPS and monitoring devices fitted. The terms and conditions regarding use of Council vehicles are contained within the relevant Policy/Procedure.

4.6 Transition to Retirement

- 4.6.1 Council offers a transition to retirement arrangement for eligible employees in accordance with the relevant Policy. These arrangements are in recognition of the need to facilitate the transfer of corporate knowledge and skills, and to provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and Council.

4.7 Equipment, Tools and Amenities

- 4.7.1 Equipment, tools and amenities for employees will be in accordance with the provisions of the Awards.

PART 5 HOURS OF WORK AND BANKED TIME

5.1 Hours of Work

- 5.1.1 The ordinary hours of work for all employees shall be in accordance with the Awards unless varied by this Agreement or by a Workforce Flexibility Arrangement (WFA).

5.2 Banked Time (also referred to as 'Time Off in Lieu (TOIL)' in the Awards)

- 5.2.1 Subject to Clause 5.2.2, all time worked in excess of the employee's ordinary hours of work shall be, at the employee's discretion, either paid as overtime in accordance with the Awards or accrued as Banked Time on a time-for-time basis. Any time worked in excess of ten (10) hours per day will be automatically paid at overtime rates.
- 5.2.2 Employees who elect to work hours in addition to their ordinary hours of work and to be paid overtime, must obtain prior approval from their Supervisor before working those additional hours.
- 5.2.3 Where an employee's ordinary hours of work include a Saturday, Sunday or Public Holiday, the applicable penalty rates stipulated in the Awards shall apply. For any time worked in excess of those ordinary hours, Sub-Clause 5.2.4 (b) shall apply.

5.2.4 Banked Time is subject to the following provisions:

- a) An employee shall be entitled to accumulate Banked Time sufficient to take at least one (1) day's Banked Time in each four (4) week cycle. In situations where less than one (1) full day is taken using Banked Time, the minimum number of hours the employee is required to work on that day shall be four (4) hours.
- b) Where days worked outside an employee's ordinary hours of work include a Saturday, Sunday or Public Holiday, the employee will be paid at the applicable penalty rates or will accrue Banked Time at the applicable penalty rates (i.e. one (1) hour of work on Sunday will equate to two (2) hours of Banked Time).
- c) Subject to Sub-clause (d) below, an employee is entitled to have a maximum positive balance of 25 hours Banked Time.
- d) The banking of more than 25 hours of Banked Time is only permitted where:
 - (i) the CEO or delegate is satisfied that it is fair and reasonable to do so;
 - (ii) the employee has agreed, in writing, to a proposal to reduce the number of banked hours to 25 hours or less; and
 - (iii) the employee can demonstrate that the additional accrual of hours will not result in the deferral of the employee taking Annual or Long Service Leave.
- e) Unless provided for in an approved WFA, no employee is permitted to have more than 40 hours Banked Time.
- f) Excess Banked Time balances shall be paid out at the employee's ordinary rate of pay. In circumstances where an employee accrues Banked Time in genuine error so as to cause Excess Banked Time, the employee or Supervisor shall notify Payroll of the genuine error within the same pay period, and the error shall be rectified by payment of such Excess Banked Time at the applicable overtime rates. Where the error is not rectified within the same pay period, the ordinary provisions of this clause shall apply. Council reserves the right to address repeated behaviour that abuses this Sub-clause and the intent of Clause 5.2.2.
- g) Banked Time is to be taken at a time mutually agreed between the employee and their Supervisor. Unless otherwise agreed, at least 36 hours' notice shall be given by the relevant Supervisor or Manager to vary the approved time when an employee may take Banked Time. An employee may elect not to work on the pre-approved Banked Time day, despite being requested to do so.
- h) The relevant Supervisor must approve an employee's right to take Banked Time. Banked Time shall be taken in a manner which does not render the provision of services or the administrative or other operations of Council, less efficient and/or more costly.
- i) All Banked Time taken shall be paid at the employee's ordinary rate of pay.
- j) No leave loading will apply to Banked Time..
- k) Nothing contained in this Clause shall affect the right of an employee to be paid the applicable penalty rates prescribed by the Awards where the employee is called back to work whilst accessing Banked Time.
- l) Any Banked Time remaining on the employee's final day of employment with Council shall be paid at the employee's ordinary hourly rate of pay.
- m) Details of Banked Time will be recorded by Payroll, included on the employee's Pay Advice Notices and provided to the employee on request. Details of relevant employee's Banked Time balances will be available to Managers.
- n) An employee shall be permitted to hold a negative balance in their accrued Banked Time provided:
 - (i) the CEO or delegate is satisfied that the particular circumstances of the employee are such as to warrant the granting of the concession;
 - (ii) no other form of leave is available for the purpose;
 - (iii) the negative balance at no time exceeds 8 hours (except under circumstances described in Sub-clause (o) below;
 - (iv) if a negative balance exists at the date of the employee's resignation, retirement or the termination of the employee's service, the negative balance shall be automatically deducted from the termination pay of the employee.
- o) Where Council approves the general closedown of operations during a Christmas/New Year period, then an employee, who has been employed for less than four (4) months shall, in order to participate in the general closedown, be permitted to accrue a Banked Time negative balance of not more than 24 hours, provided:

- (i) the employee has demonstrated that they have maximised their opportunities to bank time before the relevant Christmas/New Year period;
- (ii) any accrued leave entitlement is incorporated into the leave application for the relevant Christmas/New Year period; and
- (iii) the Banked Time negative balance be extinguished within two (2) months of the general closedown.

5.2.5 If there is an inconsistency between this clause and an employee's agreed terms and conditions made in accordance with Clause 6.1 – Workforce Flexibility Arrangements (WFA), then the terms of the WFA will take precedence.

5.3 Recall to Work

5.3.1 An employee who is not rostered On Call (Remote or Attend Work) but is recalled to perform work duties, shall receive payment in accordance with the Awards.

PART 6 WORKFORCE FLEXIBILITY ARRANGEMENTS

6.1 Workforce Flexibility Arrangements (WFA)

6.1.1 The Purpose

- 6.1.1.1. A WFA is designed to provide workplace flexibility for specific sections of the workforce or individual employees, giving increased flexibility in employment conditions in accordance with the needs of Council and its employees. Nothing in this clause is intended to override or limit section 2(b) of Division 1 of the *Queensland Local Government Industry (Stream B) - State 2017 or Queensland Local Government Industry (Stream C) - State 2017* as amended from time-to-time.
- 6.1.1.2. A WFA is not intended to replace or in any way reduce the minimum working conditions set out in this Agreement or the Award. A WFA must be one that is genuinely agreed between Council and the employee/s.
- 6.1.1.3. A WFA may be agreed between Council and an employee, or a work team. The parties shall not enter into a WFA for a work team, unless a Simple Majority of the group of relevant employees support the terms of the proposed WFA.
- 6.1.1.4. The parties recognise that a WFA may vary the conditions of employment and Council commits to ensuring that, when viewed as a whole, an employee must not be in an inferior overall position than they would be under the terms of this Agreement or the Awards.
- 6.1.1.5. Employees engaged on a Permanent or Maximum Term Employment basis, may enter into a WFA. Employees engaged on a part time basis (including Flexible Part Time) may not be able to enter into some forms of WFAs.
- 6.1.1.6. Each WFA needs to consider Council's operational needs, financial implications and be subsequently approved in writing by management. Such approval by management will not be unreasonably withheld.
- 6.1.1.7. The relevant Manager, in consultation with the PCE Branch, will review the WFA on an annual basis and make a recommendation to the CEO or delegate as to whether the WFA resulted in a more efficient and effective delivery of services to the community. Following this review and at the complete discretion of the CEO or delegate, the WFA arrangement may be retained (with or without modification), or terminated in accordance with the terms of the WFA.
- 6.1.1.8. Where termination of a WFA is requested by a group of employees, an application, including the outcome of a vote indicating an Agreed Majority, must be submitted to the General Manager for determination.
- 6.1.1.9. Except for a WFA agreed to complete a specified project, a twelve (12) week notice or lesser period as agreed between Council and the employee/s shall apply for terminating a WFA.
- 6.1.1.10. When a WFA is terminated as per Sub-clauses 6.1.1.7 or 6.1.1.8 above, then:
 - a) where the employee entered into a WFA after their employment commenced, the employee's terms and conditions will revert to the terms that were applicable to the employee immediately before entering into the WFA; or
 - b) where the employee entered into a WFA at the time of commencing employment, the employee/s terms and conditions of employment will revert to the standard terms of this Certified Agreement and (where applicable) the Awards.

- 6.1.1.11. Employees or work teams will be advised of the need to consult with their Union Representative during the negotiation of WFAs. If an employee or work team feels aggrieved by their Manager's decision not to approve a request for flexible working arrangements and they wish to pursue the matter, Clause 1.8 – Grievance and Dispute Settlement Procedure shall apply.

6.1.2 The Standard Terms

- 6.1.2.1. Each WFA entered into must satisfy all of the following:
- a) be in writing; and
 - b) state the names and positions of the employee/s to whom the WFA applies; and
 - c) set out the terms of the WFA. Consistent with Clause 6.1.1.4 above, the terms and conditions of a WFA must not cause, on an overall basis, a reduction in the terms and conditions of those employee/s that are subject to it. This is to be assessed by reference to the Awards and this Agreement, as they apply to the relevant employee/s immediately prior to the making of the WFA; and
 - d) state the dates the WFA is to start and end (if applicable) - noting that a WFA will not commence until it has been approved by the CEO or delegate; and
 - e) be signed by Council and the employee/s and, if the employee is under 18 years of age, by the employee's parent or legal guardian.

6.1.3 The Flexibilities

- 6.1.3.1. The parties may agree to a WFA that entitles an employee, or a work team to:

- a) Annualised hours of work;
- b) Annualised salary;
- c) Annualised allowances;
- d) Nine (9) day fortnight;
- e) Nineteen (19) day month; and/or
- f) Special arrangements to complete specified projects.

The parties agree to continue the current WFAs existing in each work team throughout Council as per Sub-clause 6.1.3.1. This clause shall enhance current flexibility arrangements and shall in no way diminish such arrangements.

Any new or vacant position will be advertised in accordance with the existing WFAs applicable to that work team at the time of recruitment.

6.1.4 Annualised Hours of Work

- 6.1.4.1. To cater for seasonal conditions and work volumes, a WFA may be agreed to annualise an employee's hours of work. The parties recognise that this seasonal adjustment is necessary for the efficient and effective delivery of services to the community.

- 6.1.4.2. A WFA which annualises the hours of work of an employee, or work team:

- a) must be reviewed every twelve (12) months; and
- b) must allow for annualised hours of work to be performed for no less than ten (10) months in any twelve (12) month period; and
- c) will maintain the Awards' provisions relating to:
 - (i) the applicable span of hours (unless altered by a Simple Majority of the work team/section);
 - (ii) the maximum allowable hours to be worked before overtime is payable; and

- (iii) the minimum applicable hours to be worked per fortnight.
 - d) will specify the maximum number of hours to be banked by each employee during the peak of each season.
- 6.1.4.3. All applications for annualised hours for seasonal conditions must be recommended by the relevant Supervisor and lodged with the relevant Manager for approval and must include specific details of:
- a) the consultation and negotiation process undertaken with employees and the relevant union/s;
 - b) whether a Simple Majority of employees endorse the arrangement;
 - c) the dates of expected seasonal variation;
 - d) the expected improvements in service delivery to the community; and
 - e) when (during the off-peak season) each employee will take their Banked Time.
- 6.1.4.4. The arrangement stipulated at Sub-clause 6.1.1.10 above will apply in the event that the WFA is terminated.
- 6.1.5 Annualised Salary
- 6.1.5.1. Due to frequent changes in work loads for some employees, a WFA may be agreed to annualise the salary of an affected employee/s.
- 6.1.5.2. A WFA which stipulates an annualised salary:
- a) may provide for work in excess of the ordinary weekly hours up to 12 additional hours per week (or, to put it another way, a total of 50 hours per week, or 100 hours per fortnight) – this becomes the employee’s ‘outer limit of hours’ of work;
 - b) will require an employee to obtain written approval from their Manager to work more than their ‘outer limit of hours’ (before undertaking that work) and confirm that the employee will:
 - (i) be paid overtime for that work; or
 - (ii) accrue Banked Time at applicable overtime rates for those hours worked.
 - c) may factor in all allowances that the employee would have been otherwise entitled to under the Agreement and/or Awards.
- 6.1.5.3. The annualised salary shall be calculated using the following formula:
- a) calculate the number of hours the employee is required to work on a weekly basis (the ‘adjusted hours of work’);
 - b) then, using the employee’s base salary, add any penalties, allowances and/or overtime which would be expected to be payable to the employee for working the adjusted hours as prescribed by the Awards or this Agreement, and divide that amount by 52 weeks to arrive at a ‘weekly rate of pay’;
 - c) then (if necessary), to calculate the new hourly rate of pay, divide the ‘weekly rate of pay’ by the adjusted hours of work; and
 - d) then add the value of any non-cash component of the salary (if applicable).
- 6.1.5.4. The annualised salary rate excluding non-cash components shall be used to calculate the employee’s entitlement to all types of leave as prescribed by the Agreement and the Awards, notice and redundancy pay and superannuation (subject to Sub-clause 6.1.5.5. below).
- 6.1.5.5. Standard annual superannuation contributions shall be based on the employee’s ordinary time earnings as prescribed in the *Local Government Act 2009 (Qld)* and the *Local Government Regulation 2012 (Qld)* as amended from-to-time. Annualised overtime payments are not to be included in calculating an employee’s superannuation entitlement. Employer superannuation contributions will be paid in accordance with Clause 3.5 – Superannuation of this Agreement.
- 6.1.5.6. The arrangement stipulated at Sub-clause 6.1.1.10 will apply in the event that the WFA is terminated.

6.1.6 Annualised Allowances

6.1.6.1. An employee (or work team) subject to a WFA may request Council to annualise an allowance. Any agreement to annualise an allowance is to be determined by Council on a case-by- case basis, having regard to the employee/s position, work process, task or duty.

6.1.6.2. If Council and the employee (or work team) agree to annualise an allowance, then the annualised allowance shall be calculated as follows:

The total yearly amount of the allowance entitlement (taking into account whether it is claimable during periods of leave) divided by 52 weeks, and then paid as a weekly allowance for each week of the year (unless otherwise agreed).

6.1.7 Nine (9) Day Fortnight

6.1.7.1. A WFA may be agreed to provide for a nine (9) day fortnight arrangement for a work team.

6.1.7.2. New employees to a work team governed by a nine (9) day fortnight WFA are to work in accordance with the WFA in place at the time of commencing employment with Council.

6.1.7.3. A nine (9) day fortnight WFA will generally reflect an agreement that employees in a work team will work 76 ordinary hours in a nine (9) day period. Generally, one (1) day in each fortnight will be taken as a Rostered Day Off (RDO) from work.

6.1.7.4. RDO arrangements must be made in advance by mutual agreement between the employees and their Supervisor. Where possible there should be an even distribution of RDOs across the work teams. RDOs cannot be taken in advance.

6.1.7.5. In the event of an employee being requested to work on one of their RDOs, the employee can either:

- a) elect not to work on that RDO and take their RDO; or
- b) work as requested on the RDO and take another day (on a time for time basis) in lieu of the worked RDO, on a mutually agreeable day; or
- c) work as requested on the RDO and get paid applicable overtime rates for such hours worked.

6.1.8 Nineteen (19) Day Month

6.1.8.1. A WFA may be agreed to provide for a nineteen (19) day month arrangement for a work team.

6.1.8.2. New employees to a work team governed by a nineteen (19) day month WFA are to work in accordance with the WFA in place at the time of commencing employment with Council.

6.1.8.3. A nineteen (19) day month WFA will generally reflect an agreement that employees in a work team will work 152 ordinary hours in a four (4) week period. Generally, each of the employees under this WFA are entitled to one (1) RDO in each four (4) week period.

6.1.8.4. RDO arrangements must be made in advance by mutual agreement between the employees and their Supervisor. Where possible there should be an even distribution of Rostered Days Off across the work group. RDOs cannot be taken in advance.

6.1.8.5. In the event of an employee being requested to work on one of their RDOs, the employee can either:

- a) elect not to work on that RDO and take their RDO; or
- b) work as requested on the RDO and take another day (on a time for time basis) in lieu of the worked RDO, on a mutually agreeable day; or
- c) work as requested on the RDO and get paid applicable overtime rates for such hours worked.

6.1.9 Special arrangements to complete specified projects

6.1.9.1. In situations where a specified project is required to be delivered by a set deadline, and where it would be beneficial to maximise effort for a timely completion of the specified project, a WFA may be agreed to meet these project needs.

- 6.1.9.2. Special arrangements and conditions, in addition to the standard WFA terms, are to be identified and agreed in writing prior to commencement of any specified project work. These arrangements and conditions may include, but are not limited to, incentive payments.
- 6.1.9.3. An employee engaged under a Special arrangement to complete specified projects WFA is not entitled to bank more than 100 hours of time (Banked Time).

6.2 Working remotely

- 6.2.1 As a means of improving productivity, employees may be permitted to work from home or an alternative location subject to the demands of the position, relevant WHS legislation and mutual agreement between the employee and the CEO or delegate. The parties recognise that certain roles and/or work styles are not suitable for working remotely.
- 6.2.2 Employees may request to work remotely in accordance with the relevant Procedure. Approval of a request will be subject to:
 - a) the demands of the position;
 - b) the unique circumstances of the employee;
 - c) the duties and type of work;
 - d) any impact on colleagues, customers, and service delivery; and
 - e) any cost and WHS risk assessment.
- 6.2.3 Employees who are approved to work remotely will be covered by and must comply with all of Council's Policies and Procedures, such as Code of Conduct, WHS, Workers Compensation, etc. as if the employee was working from or at a Council premises.
- 6.2.4 Remote working arrangements may be initiated by the employee or Council, in accordance with the relevant procedure and will generally be voluntary, except in circumstances where a government direction or other safety requirement requires employees to work remotely.
- 6.2.5 Council acknowledges an employee's right to disconnect from work commitments outside of ordinary hours of work.

PART 7 LEAVE PROVISIONS

7.1 Annual Leave

All Annual Leave entitlements shall be in accordance with the leave provisions of the Awards, subject to the following additional entitlements:

- 7.1.1 Employees may access half pay Annual Leave subject to the approval of the CEO or delegate on a case by case basis.
- 7.1.2 The CEO or delegate may approve an employee's request to cash out a particular amount of the employee's accrued Annual Leave entitlement. In these circumstances, Council must not allow for cashing out an amount of Annual Leave that would result in the employee's accrued Annual Leave entitlement being less than four (4) weeks.

Each cashing out of a particular amount of Annual Leave must be by a separate agreement in writing. In circumstances of approved cashing out of Annual Leave, Council will 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 cashed out.

7.2 Long Service Leave

All Long Service Leave entitlements shall be in accordance with the Long Service Leave provisions of the *Industrial Relations Act 2016*, subject to the following additional entitlements:

- 7.2.1 An employee shall accrue 1.3 weeks paid Long Service Leave per year of full-time service (part time employees accrue on a pro rata basis) and may access accumulated Long Service Leave entitlements after 7 years of continuous service.

For example: An employee, who has completed an initial period of 7 years' continuous service, will have access to 9.1 weeks Long Service Leave.

- 7.2.2 Employees may access half pay Long Service Leave subject to the approval of the CEO or delegate on a case by case basis.
- 7.2.3 The CEO or delegate may approve an employee's request to cash out a particular amount of the employee's accrued Long Service Leave entitlement. Council must not allow for cashing out an amount of Long Service Leave if the cashing out would result in the employee's accrued Long Service Leave being less than four (4) weeks.

Each cashing out of a particular amount of Long Service Leave must be by a separate agreement in writing. In circumstances of approved cashing out of Long Service Leave, Council will pay the employee at least the full amount that would have been payable to the employee had the employee taken the Long Service Leave that has been cashed out.

7.3 Personal Leave (Sick and Carers)

- 7.3.1 All employees (except Casuals) are entitled to fifteen (15) days (part time employees accrue on a pro rata basis) per year paid Personal Leave in accordance with the Awards.
- 7.3.2 Personal Leave may be taken as Sick Leave when an employee suffers an illness or injury.
- 7.3.3 Personal Leave may be taken as Carers Leave when an employee is required to provide care or support to a member of the employee's Immediate Family or Household in accordance with the provisions of the *Industrial Relations Act 2016*.
- 7.3.4 Council acknowledges that employees and/or their Immediate Family member may have scheduled medical appointments (including EAP) with health professionals that may need to occur during ordinary working hours. For this purpose, employees may access their Personal Leave, in accordance with the relevant Policy/Procedure.
- 7.3.5 All Personal Leave entitlements shall accrue uncapped.

- 7.3.6 An employee who is unable to attend work due to illness, injury or incapacity, or the need to provide care to an Immediate Family or Household member, must inform their Supervisor or Manager of their absence as soon as practicable, and where possible within the first 30 minutes of the standard starting time on the first day of absence, stating the estimated duration of their absence from work.

The preferred method of contact for the notification of absences is for the employee to call or email the Supervisor or Manager in the first instance. If the Supervisor or Manager is unavailable to respond to the call, a voice message may be left. Should these methods be unsuccessful or unavailable, employees may send a text message which must include a contact phone number to allow the Supervisor or Manager to follow up if required.

- 7.3.7 A medical certificate from a Registered Medical Practitioner or other reasonably acceptable evidence to Council's satisfaction, which may include a Statutory Declaration is required after the second consecutive day of Personal Leave.
- 7.3.8 If deemed necessary by the CEO or delegate due to perceived misuse of Personal Leave, a medical certificate or other reasonably acceptable evidence to Council's satisfaction, which may include a Statutory Declaration will be required to be produced for any one (1) day of Personal Leave taken, in accordance with the relevant Policy/Procedure.

The perceived misuse of Personal Leave is deemed to be a regular pattern of Personal Leave that is not supported by apparent sickness or carer requirements. The intent of this clause is to open discussion between the employee and their Manager regarding reasons for the employee's use of Personal Leave. If there is any dispute regarding the perceived misuse of Personal Leave, either party may access Clause 1.8 Grievance and Dispute Settlement Procedure.

- 7.3.9 An employee may use Personal Leave (Carers Leave) to care for or support a person who has experienced Domestic and Family Violence.

7.4 Leave Without Pay

- 7.4.1 Periods of Leave Without Pay for special circumstances will be available to all employees at the discretion of the CEO or delegate. Approved Leave Without Pay will not constitute a break in the continuity of service of the employee. No Personal Leave, Annual Leave and/or Long Service Leave entitlements will be accrued during periods of Leave Without Pay. If an application is not approved, Council will outline reasons for this decision in writing to the employee as soon as practicably possible.
- 7.4.2 Leave Without Pay conditions will be in accordance with the relevant Policy/Procedure.

7.5 Bereavement Leave

- 7.5.1 All Bereavement Leave entitlements shall be in accordance with the provisions of the *Industrial Relations Act 2016*. Three (3) additional paid days may be approved by the CEO or delegate on a case-by-case basis.

7.6 Compassionate Leave

- 7.6.1 All Compassionate Leave entitlements shall be in accordance with the provisions of the *Industrial Relations Act 2016*. Three (3) additional paid days may be approved by the CEO or delegate on a case-by-case basis.

7.7 Paid Parental Leave

In addition to the provisions of, and the application of the definitions contained within the *Federal Government Paid Parental Leave Scheme* and the provisions of the *Industrial Relations Act 2016*, the following will apply:

- 7.7.1 Fourteen (14) weeks of paid Maternity Leave (pro rata for part time employees) will be available to permanent employees after twelve (12) months continuous service.
- 7.7.2 Paid Maternity Leave will be effective from the date of commencement of Maternity Leave.
- 7.7.3 The period of paid Maternity Leave forms part of the fifty-two (52) weeks entitlement of Parental Leave as outlined in the *Industrial Relations Act 2016*.
- 7.7.4 The period of paid Maternity Leave is payable once only in connection with each birth or adoption of a child/children to an employee.
- 7.7.5 After twelve (12) months continuous service for permanent employees (pro rata for part time employees), one (1) week's paid non-birth partner Leave shall be available for the employee to be taken within 52 weeks of the birth, adoption or placement of the child/children.

7.8 Service Leave

- 7.8.1 All Service Leave entitlements, including service in Reserve Forces, shall be in accordance with the provisions of the Awards.

7.9 Emergency Services Leave

- 7.9.1 Leave for members of Emergency Service Organisations (ESOs) applies to employees who are approved members of the State Emergency Service, Volunteer Fire Brigades or any other emergency service approved by Council for the purpose of emergency services leave. All emergency services leave must be approved by Council. Training leave must be approved in advance while other emergency leave, if greater than three (3) days, must also be approved in advance.
- 7.9.2 Paid leave shall be as follows:
- a) maximum three (3) days training per year;
 - b) emergency leave as required.
- Paid leave shall be calculated at ordinary rates of pay for the employee's ordinary hours of work.
- 7.9.3 The employee is entitled to the period of paid Emergency Service Leave that is reasonable in the circumstances for:
- a) the employee to travel to and from the voluntary emergency management activity; and
 - b) the employee to engage in the voluntary emergency management activity; and
 - c) the employee to rest immediately after engaging in the voluntary emergency management activity.
- 7.9.4 To avoid disruption to work, employees are required to advise Council of their membership of Emergency Service Organisations within seven (7) days or as soon as reasonably practicable of becoming members or commencing employment with Council. Certification of attendance at Emergency Services operations will be required for payment purposes on each occasion of leave.
- 7.9.5 Emergency Service Leave will not be deducted from any existing leave accrual balance.

7.9.6 This Clause will be subject to legislative changes which may occur.

7.10 Jury Service Leave

7.10.1 If the employee is required to attend for jury service, the employee:

- a) is entitled to take leave (Jury Service Leave) to perform jury service; and
- b) must, as soon as is practicable, inform Council about:
 - (i) the employee's requirement to attend jury service; and
 - (ii) the period for which the employee is required to perform jury service.

7.10.2 If the employee is given an attendance document in relation to jury service, the employee must provide Council with the document.

7.10.3 For the period of Jury Service Leave, Council must pay the employee the difference between the following:

- a) the amount stated in the employee's attendance document as the amount received as remuneration and allowances, other than meal allowances;
- b) the ordinary rate the employee would have been paid if the employee had not taken Jury Service Leave.

7.10.4 The amount payable under Clause 7.10.3 must be paid on or before the first pay day that is practicable after the employee gives Council the employee's attendance document.

7.10.5 The employee must, if practicable, present for work at the earliest reasonable opportunity where:

- a) the employee is not required to serve on a jury for a day or part of a day after attending for jury service; and
- b) the employee would ordinarily be working for all or part of the remaining day.

7.11 Purchased Leave

7.11.1 An employee may, with the approval of the CEO or delegate, purchase additional periods of Annual Leave (up to a maximum of four (4) weeks leave in any twelve (12) month period). If an application is not approved, Council will outline the reasons for this decision in writing to the employee as soon as practicably possible.

7.11.2 Leave loading is not applicable to Purchased Leave.

7.11.3 The employee can elect to reduce their annual salary by the corresponding level of Purchased Leave sought and recalculate salary payments over twenty-six (26) fortnights, thus ensuring continual income throughout the year.

7.12 Domestic and Family Violence Leave and Other Support

7.12.1 All employees experiencing Domestic and Family Violence (DFV) are entitled to up to ten (10) days paid Domestic and Family Violence Leave each year, in accordance with the *Industrial Relations Act 2016*. Part time and Casual employees are entitled to this leave on a pro rata basis, calculated on the employee's average hours of engagement.

7.12.2 Council is committed to providing a safe workplace for all employees and support employees who are experiencing Domestic and Family Violence. DFV is an extremely sensitive issue that affects individuals, families, and communities.

7.12.3 The parties to this Agreement commit to the following principles that underpin this clause:

- a) confidentiality of employee details;
- b) safety planning strategies to ensure protection for employees;
- c) support for employees experiencing DFV by providing access to the Employee Assistance Program (EAP) and access to a wide range of information and support resources;
- d) support for employees to access relevant leave/flexible work arrangements (i.e. modification to work pattern and/or work location);

- e) protection against adverse action, discrimination, harassment or bullying as a result of any disclosure, experience or perceived experience relating to DFV. 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.

7.12.4 Council is committed to developing contemporary and appropriate support mechanisms as a component of a wellness strategy.

7.12.5 It is acknowledged that employees experiencing Domestic and 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.

7.13 Natural Disaster and Extreme Weather Event Leave

7.13.1 When a situation occurs where an employee is affected as a result of a Natural Disaster (including an undeclared natural disaster) or Extreme Weather Event caused by but not limited to, a natural flood, cyclone, bushfire, tsunami, tornado or earthquake events, the employee shall be granted leave without loss of pay, for up to three (3) days. Two (2) additional paid days may be approved by the CEO or delegate on a case by case basis.

7.13.2 Clause 7.13.1 shall apply where employees are unable to:

- a) perform ordinary work duties as a result of a Natural Disaster and Extreme Weather Event. This may include but it is not limited to attendance at work, plant and/or equipment being stationed at a depot or Council work site, or inability to undertake training activities;
- b) work remotely (e.g. from home); or
- c) work due to extreme conditions or where it is inadvisable due to WHS considerations and the employee is required to leave the work site and return home.

7.13.3 Clause 7.13.1 shall apply to Natural Disasters and Extreme Weather Events in circumstances where the employee is required to undertake the following activities:

- a) ensure protection of family, property and livestock;
- b) secure their residence and belongings;
- c) undertake temporary or emergency repairs; and/or
- d) clean up to restore dwelling to a habitable state.

7.13.4 In situations other than Natural Disasters and Extreme Weather Events where an employee is required to return home, they must seek approval to leave work and will be eligible to access other forms of accrued leave excluding Personal Leave.

7.14 Application of Non-Value Added Time

7.14.1 For the purpose of this clause, "non-value added time" shall mean the time an employee is not undertaking normal duties as a result of:

- a) the taking of Annual, Long Service or Special Leave by that employee;
- b) the declaration of any day as a Public Holiday; or
- c) the employee being absent because of sickness or for any other reason.

7.14.2 For the purposes of applying a time credit to an employee's Banked Time or for the calculating of leave debits, an employee will be deemed to have worked their ordinary hours of work.

7.14.3 Ordinary hours of work for this purpose will be the employee's ordinary hours of work under this Agreement or, if applicable, the ordinary hours of work as detailed in the employee's WFA.

7.15 Conversion of Leave from Days to Hours

7.15.1 To facilitate the calculation of Annual, Long Service, Special or Personal Leave for those employees required under the Awards to work 76 hours per fortnight, leave entitlements shall be converted to hours in the following manner:

The annual entitlement expressed in days, shall be multiplied by 7.6.

PART 8 CHANGE MANAGEMENT

8.1 Job Security

- 8.1.1 Council will maintain a workforce during the term of this Agreement.

8.2 No Forced Redundancy

- 8.2.1 Council is committed to job security for its employees. Arbitrary employee reductions by involuntary retrenchment will not occur.
- 8.2.2 The parties are committed to optimising job security of employees by:
- a) training and educating employees and providing retraining where appropriate;
 - b) career development and equal employment opportunity;
 - c) using natural attrition and relocation after consultation in preference to voluntary redundancy;
 - d) timely advice to the parties and employees about any changes to service delivery, which may impact upon labour requirements; and
 - e) Council in consultation with work teams seeking to minimise expansion of the amount of work performed by contractors and sub-contractors. Work teams, which are skilled, resourced, and equipped to do so, shall be able to bid for any work, which is outsourced to contractors, including work which is currently outsourced.
- 8.2.3 The parties agree to fully co-operate in achieving the above principles.
- 8.2.4 Council may implement any workplace reforms without forced redundancies of its permanent workforce, however in some cases there may be a need to relocate existing staff to meet the needs of service delivery which shall be undertaken in accordance with Clause 2.4 Permanent Relocation and Clause 8.3 – Workplace Change Notification.

8.3 Workplace Change Notification

Council is committed to professional workplace change and will undertake workplace change in accordance with the Awards and the *Industrial Relations Act 2016*.

- 8.3.1 Council's duty to notify change

As soon as practicable after a major change is proposed, and prior to any decision being made, Council will notify each affected employee, and the relevant union, of the proposed major change.

- 8.3.2 Definitions

For the purposes of this clause:

- "major change" means a change or group of related changes that may have significant effects on an employee, their employment conditions, and/or pay, and includes major changes in production, program, organisation, structure or technology.
- "Significant effects" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution 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/or the restructuring of jobs.
- "circumstance" means any of the situations set out within this clause.
- "affected employee" means each employee on whose employment, conditions and/or pay the major change may have significant effects.

- 8.3.3 Council's duty to consult about proposed change

- 8.3.3.1 As soon as practicable after a major change is proposed, and prior to any decision being made, Council will consult about the major change with the affected employees and the relevant union, and the discussions will include, without limitation:

- a) the introduction of the major change;
 - b) the effects the major change is likely to have on employees;
 - c) measures to avert or mitigate any adverse effects of the major change on employees.
- 8.3.3.2. Council shall give prompt and genuine consideration to matters raised by affected employees and/or the union in the course of, or otherwise in connection with, the discussions required by this sub-clause.
- 8.3.3.3. Council will provide information to facilitate discussions.
- For the purposes of the discussion, Council will provide in writing to the affected employees and the union all relevant information about the major change, including without limitation:
- a) the nature of the changes proposed;
 - b) the impacted positions;
 - c) the anticipated effects of the changes on employees; and
 - d) any other relevant information.
- 8.3.3.4. Council will not be required to disclose confidential information, where the disclosure may be detrimental to Council's interests.

8.4 Union Encouragement / Positive Employment Relations

Union encouragement, union delegates, trade union training leave, and right of entry are addressed in the Awards' general provisions and/or in the *Industrial Relations Act 2016*. In addition to the provisions of the Awards and Act, the following provisions apply:

8.4.1 Meetings

Employees will be entitled to reasonable time off with pay within ordinary hours of work to attend meetings designed to improve employment relations with Council, subject to operational convenience.

8.4.2 Meeting Notices and Newsletters

Council will provide an accessible space within each work location for the posting of any Awards, Certified Agreement and notices pertaining to employment relations within the workplace produced by the union/s. The union workplace delegate will be provided with access to this space.

8.5 Joint Consultative Committee (JCC)

- 8.5.1 Council and the unions agree to establish and maintain a JCC.
- 8.5.2 The purpose of the JCC is to act as the primary consultation and industrial relations forum between Council, unions and employees concerning the Agreement and other workplace relations matters that may impact across Council operations.
- 8.5.3 The parties are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity to raise and discuss relevant matters.
- 8.5.4 The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed Terms of Reference.

8.6 Anti-Discrimination and Equal Employment Opportunity

- 8.6.1 Council and its employees are committed to the elimination of discrimination in the workplace, promotion of equal employment opportunities and shall act in accordance with all anti-discrimination and equal employment opportunity legislation.

8.7 Bullying and Harassment

- 8.7.1 Council and its employees are committed to the elimination of all forms of harassment, violence, aggression and bullying in connection with the employment relationship. To achieve this, Council and its employees will continue to develop and support policy and procedures to combat workplace bullying and harassment.
- 8.7.2 Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying and harassment, and when an occurrence of bullying and/or harassment is identified, all practical steps shall be taken in a responsive manner to prevent further occurrences.

PART 9 CLASSIFICATION, CAREER DEVELOPMENT AND TRAINING

9.1 Classification

- 9.1.1 All positions will be classified in accordance with the Awards.
- 9.1.2 Where an employee believes that they should be reclassified according to the Awards, the employee can raise such matters via Council's Classification Review Procedure.
- 9.1.3 Classification – Water Truck Operators
 - 9.1.3.1. Notwithstanding the provisions of Section 5 - Operational Services of the *Queensland Local Government Industry (Stream B) Award – State 2017*, all employees engaged as a Plant Operator ('Water Truck') will be classified at Level 5 from the date of certification of this Agreement.
 - 9.1.3.2. For employees performing higher duties activities as a Plant Operator ('Water Truck'), Clause 3.6.8 shall apply.

9.2 Career Development / Succession Planning

- 9.2.1 The parties recognise that succession planning is a critical activity of Council due to the relatively large number of employees with extensive experience and corporate knowledge. Further, the parties recognise that succession planning is a shared responsibility between management and employees.
- 9.2.2 The parties agree that during the life of this Agreement, succession planning initiatives such as, but not limited to, the following will be explored:
 - a) maximising the opportunity for personal growth and development by providing higher duty appointments and/or secondment opportunities for reasonable periods in accordance with relevant Policy/Procedure;
 - b) the Generator program; and
 - c) transition to retirement arrangements.

9.3 Employee Development and Training

- 9.3.1 Employee Development
 - 9.3.1.1. The parties recognise the benefits of developing employees and providing opportunities which enhance the ability of employees to contribute to both their own and Council's development through:
 - a) acquiring knowledge and skills in order to maintain a high level of service within a constantly changing operating environment;
 - b) encouragement and support throughout this process; and
 - c) a planned approach to employee development, which encourages the creation of a highly skilled and agile workforce.
- 9.3.2 Employee Involvement
 - 9.3.2.1. The parties to this Agreement recognise that the input of all stakeholders will assist in achieving the above objectives.

- 9.3.2.2. During the life of this Agreement, the parties will seek employee feedback in regard to ongoing development needs and incorporate these, where possible, into operational strategies.

9.3.3 Employee Training

- 9.3.3.1. Council will continue to focus organisational improvement through strategies which:

- a) encourage open communication between all levels within and across the organisation;
- b) provide a framework for employees to plan and develop career goals and learning needs through an employee development and feedback process;
- c) facilitate and encourage the improvement of language, literacy, technology, numeracy skills and cultural and diversity awareness and acceptance in Council;
- d) provide opportunities for multi-skilling through job rotation, job exchange, secondment, higher duties;
- e) recognise and reward exceptional contributions and performances; and
- f) foster the development of effective work teams.

PART 10 OTHER PROVISIONS

10.1 Corporate Uniform (Field Staff)

- 10.1.1 At the time of appointment, all field staff will be supplied with uniforms at no cost to the employee. Council issued uniforms will comply with WHS requirements and be suitable for the work tasks required to be undertaken by the employee in their workplace. The uniform remains the property of Council and must be returned to Council on termination of employment. In the event a change of uniform is sought by Council, employees will be consulted on the selection of the new uniform before a decision is made.
- 10.1.2 Employees shall be required to wear the Council uniform appropriate to their workplace (including Safety expectations) whilst engaged in any paid work by the Council.
- 10.1.3 Uniforms must be clean at the beginning of each shift and the full uniform worn in a tidy manner.
- 10.1.4 Employees shall be required to launder their uniforms at no cost to Council unless specific provisions exist in the Awards, with the exception of employees that work in an area where hygiene procedures are in place that require Council to undertake the laundering.
- 10.1.5 Replacement of uniforms will be in accordance with the 'fair wear and tear' principle as determined by Council.

10.2 Fatigue Management

- 10.2.1 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that there is not at least 10 consecutive hours off duty between those times shall, subject to Clause 10.2.3, be released after completion of such overtime until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 10.2.2 If, on the instructions of Council, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty in accordance with Clause 10.2.1, the employee shall be paid double time until released from duty for such period and the employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 10.2.3 Overtime, where an employee is recalled to work or is on an On Call roster shall not be regarded as overtime for the purposes of Clause 10.2.1 where the actual time worked is less than 2 hours (cumulatively or consecutively) between the termination of ordinary work on one day and the commencement of ordinary work on the next day.
- 10.2.4 For the purpose of Clauses 10.2.1 and 10.2.2, the 10 consecutive hour break, prior to the commencement of the employee's ordinary hours of work on a Monday, means the 10 hours immediately preceding the commencement of the employee's ordinary hours of work on a Monday.
- 10.2.5 Fatigue Management provisions may be triggered where a risk assessment identifies genuine fatigue relevant to overtime activities undertaken by an employee.

10.3 Inclement Weather (Wet Days)

- 10.3.1 Where inclement weather prevents an employee from undertaking scheduled work, then employees shall be required to attend work for normal rostered hours to undertake other productive activities (i.e. training and development).
- 10.3.2 In situations where there is no productive work available for the employee to undertake, the Manager shall then have the discretion to send the employee/s home for the remainder of their ordinary hours of work and the employee shall receive payment at ordinary rates for those hours where they have not been required to undertake work.

10.4 Travel and Out of Pocket Reimbursements

- 10.4.1 Where an employee is required to travel outside of the Council area and outside of their ordinary hours of work as part of their duties, all reasonable out of pocket expenses including meals incurred by an employee in the course of the employee's duties, shall be reimbursed.
- 10.4.2 Where an employee is required to travel outside of the Council area and outside of their ordinary hours of work as part of their duties, excluding Conference Leave provisions in accordance with the relevant Policy/Procedure, the employee will be able to claim all travelling time as Banked Time on a time for time basis.

10.5 Travel Between Depots/Work Sites

- 10.5.1 When an employee is directed by Council to travel between a depot and a work site (or vice versa) or from work site to work site, in a Council supplied vehicle, and the combination of the employee's working hours and the traveling hours exceeds the employee's ordinary hours of work, the excess hours shall, at the employee's discretion:
 - a) be paid as overtime at their applicable overtime rate; or
 - b) be banked on a time for time basis in accordance with Clause 5.2.
- 10.5.2 Clause 10.5.1 applies to both the driver and the passenger of a Council vehicle, who are employed in a classification covered by Section 5 – Operational Services of the Queensland Local Government Industry (Stream B) Award - State 2017 or under the Queensland Local Government Industry (Stream C) Award - State 2017.

10.6 Aquatic Centres / Indoor Sports Centres

- 10.6.1 The details for calculation of wage rates are as set out in Schedule A – Pay Rates for employees engaged under Section 3 - Health, Sports and Fitness Services of the *Queensland Local Government Industry (Stream B) Award – State 2017*. All other terms and conditions of this Award shall apply unless varied by this Agreement.
- 10.6.2 The rates of pay and conditions shall apply to the following employees:
 - a) lifeguards shall be paid at Support Staff, Level 2.
 - b) employees classified as Co-ordinators Health Club/Aquatic shall be paid at Fitness Instructor Level 3 plus 25% on commencement and Fitness Instructor Level 4 plus 24% after 1 year of service. Annual Leave, Long Service Leave, Personal Leave and any other applicable leave shall be paid at the loaded rate where such loaded rate applies. No employee shall be disadvantaged by the above calculation in respect to the amount they would have received as payable under the relevant Award.
- 10.6.3 Flexibility has been provided by altering the span of hours start time from 5.30am to 4.00am where required for operational efficiency in accordance with the Award.
- 10.6.4 The ordinary hours for a casual employee shall be as required by Council, but in any week shall not exceed 38 hours per week and on any day shall not exceed eight (8) hours (or by mutual agreement ten (10) hours), exclusive of any breaks in accordance with the Awards.
- 10.6.5 The minimum engagement for a casual Aquatic Instructor/Group Fitness Instructor/Indoor Sports Umpire/Personal Trainer shall be one (1) hour/day and for all other casuals shall be two (2) hours/day.
- 10.6.6 Annual Leave and Long Service Leave

Unless it is otherwise mutually agreed between Council and the employee, Annual Leave and Long Service Leave is preferred to be taken between 30 April and 1 September each year. Council will not unreasonably withhold the approval of taking of Annual Leave and Long Service Leave at other times of the year.

PART 11 DEFINITIONS/ABBREVIATIONS

11.1 Definitions

- **Agreed Majority** – at least 65% of employees who are party to a WFA.
- **Casual Employee** – an employee who has been engaged and paid as such, who may be employed on an irregular and non-systematic basis for periods of employment with breaks in employment contracts. A Casual Employee does not have any claim or commitment regarding future employment.
- **Commission/QIRC** – the Queensland Industrial Relations Commission.
- **Contributing Employees** – employees who make voluntary or compulsory contributions to superannuation either pre-tax (salary sacrifice arrangement) or post-tax (payroll deduction).
- **Council** – Toowoomba Regional Council.
- **Delegate** – formally approved Council Officer in accordance with the Register of Delegations from Council to the Chief Executive Officer or from the Chief Executive Officer to Employees or Contractors.
- **Employee's Household** – a member of the employee's immediate family or an unrelated person who lives in the same dwelling as the employee.
- **Immediate Family** includes:
 - The employee's spouse or partner (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex); and
 - A child or an adult child (including ex-nuptial child, stepchild, adopted child, foster child, ex-foster child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse.
- **Management** – Chief Executive Officer, General Manager, Executive Manager or Manager.
- **Medical Certificate** – a certificate signed and dated by a Registered Medical Practitioner.
- **Permanent Employee** – an employee who has been engaged and paid as such and who can be employed on a full time, part time or where applicable, flexible part time basis.
- **Redeployment** – process that allows for staff to be moved to a functionally different area as a result of reconfiguration or restructure or where activities have assumed lesser priority arising from changing business needs.
- **Registered Medical Practitioner** – a medical officer registered, or licensed, under a law of a State or Territory that provides for registration or licensing of health practitioners (or health practitioners of that type).
- **Reserve Forces** – means Australian Defence Force Reserves (ADFR).
- **Simple Majority** – 50% of employees plus 1 vote, who are party to a WFA.
- **Stakeholders** – employees, community, customers, suppliers, elected representatives, management and unions.
- **Union** – a union registered in the State of Queensland and listed in Clause 1.2 of this Agreement.
- **Water Truck** – Rigid vehicle which has a fixed water receptacle exceeding 10,000 litres and requires a Heavy Rigid (HR) licence.
- **Work Team** – employees engaged in a Section/Unit of a Branch.

11.2 Abbreviations

- **CEO** – Chief Executive Officer
- **JCC** – Joint Consultative Committee
- **EM-PCE** – Executive Manager, People, Culture & Engagement
- **PCE** – People, Culture & Engagement
- **QIRC** – Queensland Industrial Relations Commission
- **RDO** – Rostered Day Off
- **TRC** – Toowoomba Regional Council
- **WFA** – Workforce Flexibility Arrangement
- **WHS** – Workplace, Health and Safety

PART 12 SCHEDULE A – PAY RATES

Queensland Local Government Industry (Stream B) Award – State 2017						
Division 2: Section 3 – Health, Sports and Fitness Services						
Level	1st Pay Period July 2021 (2.1%)		1st Pay Period July 2022 (2.1%)		1st Pay Period July 2023 (2.1%)	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Fitness Industry Workers						
Support Staff, Level 1	\$22.0967	\$839.6740	\$22.5607	\$857.3071	\$23.0345	\$875.3106
Support Staff, Level 2	\$22.8237	\$867.3002	\$23.3030	\$885.5135	\$23.7924	\$904.1093
Fitness Instructor, Level 1	\$22.0967	\$839.6740	\$22.5607	\$857.3071	\$23.0345	\$875.3106
Fitness Instructor, Level 2	\$22.5928	\$858.5264	\$23.0672	\$876.5555	\$23.5517	\$894.9632
Fitness Instructor, Level 3	\$23.9592	\$910.4493	\$24.4623	\$929.5687	\$24.9760	\$949.0897
Fitness Trainer, Level 4	\$25.3883	\$964.7568	\$25.9214	\$985.0167	\$26.4658	\$1,005.7020
Swim School Workers						
Swim School Worker, Level 1	\$22.0967	\$839.6740	\$22.5607	\$857.3071	\$23.0345	\$875.3106
Swim School Worker, Level 2	\$22.5928	\$858.5264	\$23.0672	\$876.5555	\$23.5517	\$894.9632
Swim School Worker, Level 3	\$23.9592	\$910.4493	\$24.4623	\$929.5687	\$24.9760	\$949.0897
Swim School Worker, Level 4	\$25.3883	\$964.7568	\$25.9214	\$985.0167	\$26.4658	\$1,005.7020
Indoor Sports Centre Workers						
Indoor Sports Centre Worker, Level 1	\$22.7600	\$864.8811	\$23.2380	\$883.0436	\$23.7260	\$901.5876
Indoor Sports Centre Worker, Level 2	\$22.9131	\$870.6955	\$23.3943	\$888.9801	\$23.8855	\$907.6487
Indoor Sports Centre Worker, Level 3	\$24.3063	\$923.6397	\$24.8168	\$943.0361	\$25.3379	\$962.8399
Support Staff, swim schools and indoor sports venues						
Support Staff, Level 1	\$22.0967	\$839.6740	\$22.5607	\$857.3071	\$23.0345	\$875.3106
Support Staff, Level 2	\$22.8237	\$867.3002	\$23.3030	\$885.5135	\$23.7924	\$904.1093
Support Staff, Level 3	\$23.9592	\$910.4493	\$24.4623	\$929.5687	\$24.9760	\$949.0897
Other Staff						
Coordinator (1st 12 months)	\$29.9490	\$1,138.0615	\$30.5779	\$1,161.9608	\$31.2201	\$1,186.3620
Coordinator (> 12 months)	\$31.4815	\$1,196.2983	\$32.1426	\$1,221.4206	\$32.8176	\$1,247.0704
*Lifeguards shall be paid Support Staff, Level 2						
*** An employee classified as a fitness instructor Level 2 or above required to perform the functions of Group Fitness /Aqua Class shall receive an additional payment equal to 60% of their ordinary hourly rate.						

Queensland Local Government Industry (Stream B) Award – State 2017						
Division 2: Section 4 – Hospitality Services						
Level	1st Pay Period July 2021 (2.1%)		1st Pay Period July 2022 (2.1%)		1st Pay Period July 2023 (2.1%)	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Hospitality Worker, Level 1	\$22.4806	\$854.2607	\$22.9527	\$872.2002	\$23.4347	\$890.5164
Hospitality Worker, Level 2	\$23.1478	\$879.6180	\$23.6339	\$898.0900	\$24.1302	\$916.9499
Hospitality Worker, Level 3	\$23.8151	\$904.9754	\$24.3152	\$923.9799	\$24.8259	\$943.3835
Hospitality Worker, Level 4	\$24.7642	\$941.0392	\$25.2842	\$960.8010	\$25.8152	\$980.9778
Hospitality Worker, Level 5	\$26.1581	\$994.0078	\$26.7074	\$1,014.8820	\$27.2683	\$1,036.1945
Hospitality Worker, Level 6	\$26.8551	\$1,020.4922	\$27.4190	\$1,041.9225	\$27.9948	\$1,063.8029

Queensland Local Government Industry (Stream B) Award – State 2017						
Division 2: Section 5 – Operational Services						
Level	1st Pay Period July 2021 (2.1%)		1st Pay Period July 2022 (2.1%)		1st Pay Period July 2023 (2.1%)	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Operational Worker, Level 1 (after first 6 months)	\$26.5511	\$1,008.9407	\$27.1087	\$1,030.1284	\$27.6780	\$1,051.7611
Operational Worker, Level 2	\$27.0187	\$1,026.7132	\$27.5861	\$1,048.2742	\$28.1654	\$1,070.2879
Operational Worker, Level 3	\$27.4864	\$1,044.4858	\$28.0637	\$1,066.4200	\$28.6530	\$1,088.8148
Operational Worker, Level 4	\$27.9589	\$1,062.4382	\$28.5460	\$1,084.7494	\$29.1455	\$1,107.5291
Operational Worker, Level 5	\$28.5166	\$1,083.6303	\$29.1155	\$1,106.3865	\$29.7269	\$1,129.6206
Operational Worker, Level 6	\$29.4568	\$1,119.3554	\$30.0754	\$1,142.8618	\$30.7069	\$1,166.8619
Operational Worker, Level 7	\$30.3921	\$1,154.9005	\$31.0303	\$1,179.1534	\$31.6820	\$1,203.9156
Operational Worker, Level 8	\$31.3417	\$1,190.9855	\$31.9999	\$1,215.9962	\$32.6719	\$1,241.5321
Operational Worker, Level 9	\$32.5436	\$1,236.6542	\$33.2270	\$1,262.6239	\$33.9247	\$1,289.1390

Queensland Local Government Industry (Stream C) Award – State 2017						
Division 2: Section 1 – Building Trades Services						
Level	1st Pay Period July 2021 (2.1%)		1st Pay Period July 2022 (2.1%)		1st Pay Period July 2023 (2.1%)	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Building Worker, Level 1a	\$25.6855	\$976.0502	\$26.2249	\$996.5472	\$26.7756	\$1,017.4747
Building Worker, Level 1b	\$26.2207	\$996.3874	\$26.7713	\$1,017.3115	\$27.3335	\$1,038.6750
Building Worker, Level 1c	\$26.5511	\$1,008.9407	\$27.1087	\$1,030.1284	\$27.6780	\$1,051.7611
Building Worker, Level 1d	\$26.9998	\$1,025.9933	\$27.5668	\$1,047.5392	\$28.1457	\$1,069.5375
Building Worker, Level 2	\$27.6925	\$1,052.3147	\$28.2740	\$1,074.4133	\$28.8678	\$1,096.9760
Building Tradesperson, Level 1	\$29.4744	\$1,120.0303	\$30.0934	\$1,143.5509	\$30.7254	\$1,167.5655
Building Tradesperson, Level 2	\$30.9474	\$1,176.0026	\$31.5973	\$1,200.6987	\$32.2609	\$1,225.9133
Building Tradesperson, Level 3	\$32.4215	\$1,232.0199	\$33.1024	\$1,257.8923	\$33.7976	\$1,284.3080

Queensland Local Government Industry (Stream C) Award – State 2017						
Division 2: Section 2 – Engineering and Electrical/Electronic Services						
Level	1st Pay Period July 2021 (2.1%)		1st Pay Period July 2022 (2.1%)		1st Pay Period July 2023 (2.1%)	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
C12	\$26.1153	\$992.3829	\$26.6638	\$1,013.2229	\$27.2237	\$1,034.5006
Grade 3	\$27.3195	\$1,038.1416	\$27.8932	\$1,059.9425	\$28.4790	\$1,082.2013
C11	\$26.9998	\$1,025.9933	\$27.5668	\$1,047.5392	\$28.1457	\$1,069.5375
C10 / Grade 5	\$29.4744	\$1,120.0303	\$30.0934	\$1,143.5509	\$30.7254	\$1,167.5655
C9 / Grade 6	\$30.9474	\$1,176.0026	\$31.5973	\$1,200.6987	\$32.2609	\$1,225.9133
C8	\$32.4215	\$1,232.0199	\$33.1024	\$1,257.8923	\$33.7976	\$1,284.3080
C7 / Grade 7	\$33.8945	\$1,287.9921	\$34.6063	\$1,315.0399	\$35.3331	\$1,342.6558
C6 / Grade 8	\$36.8428	\$1,400.0266	\$37.6165	\$1,429.4272	\$38.4064	\$1,459.4452

PART 13 Execution of Agreement

Signed for and on behalf of TOOWOOMBA REGIONAL COUNCIL

Brian Pidgeon

Brian Pidgeon (Chief Executive Officer)

Dated 13 /4 / 2022

In the presence of:

Jenny Somersett

Witness name

Witness signature

Dated 13 /4 / 2022

Signed for and on behalf of Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees, Queensland

Rohan Webb
Name

Signature

Dated 29 /4 / 2022

In the presence of:

Minami Rose
Witness name

Witness signature

Dated 29 / 4 / 2022

Signed for and on behalf of Plumbers & Pipe Trades Employee's Union

Gary O'Halloran
Name

Signature

Dated 9 / 5 / 2022

In the presence of:

Shari Charrington
Witness name

Witness signature

Dated 9 / 5 / 2022

Signed for and on behalf of the Australian Workers' Union of Employees Queensland (AWU)

Stephen Baker
Name

Signature

Dated 28 / 4 / 2022

In the presence of:

Breanna Beattie
Witness name

Witness signature

Dated 28 / 4 / 2022

Signed for and on behalf of the Construction, Forestry, Mining & Energy, Industrial Union of Employees,
Queensland

Kane Lowth
Name

Signature

Dated 27 / 4 / 2022

In the presence of:

Emma Eaves
Witness name

Witness signature

Dated 27 / 4 / 2022

Signed for and on behalf of the Electrical Trades Union of Employees Queensland Branch

Name

Signature

Dated / / 2022

In the presence of:

Witness name

Witness signature

Dated / / 2022

Signed for and on behalf of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

Richard Olsen
Name

Signature

Dated 27 / 4 / 2022

In the presence of:

Helena Dalton-Bridges
Witness name

Witness signature

Dated 27 / 4 / 2022

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland

Gary Bullock
Name

Signature

Dated 5 / 5 / 2022

In the presence of:

Melanie Little
Witness name

Witness signature

Dated 5 / 5 / 2022