

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - certification of an agreement

Gladstone Regional Council Certified Agreement 2008

Matter No. CA/2008/313

Commissioner Thompson

18 November 2008

CERTIFICATE

This matter coming on for hearing before the Commission on 18 November 2008 the Commission certifies the following written agreement:

Gladstone Regional Council Certified Agreement 2008 - CA/2008/313

Made between:

Gladstone Regional Council (ABN 67 731 313 583)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
Queensland Services, Industrial Union of Employees;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
The Electrical Trades Union of Employees Queensland; and
Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

The agreement was certified by the Commission on 18 November 2008 and shall operate from 18 November 2008 until its nominal expiry on 7 September 2011.

This agreement cancels Miriam Vale Shire Council Enterprise Bargaining - Certified Agreement - 2005 (State) (CA/2006/42).

By the Commission.

Commissioner Thompson

PART ONE - APPLICATION AND OPERATION

1.1 Title

1.1 This Certified Agreement will be known as the *Gladstone Regional Council Certified Agreement 2008* (hereafter referred to as the Agreement).

1.2 Arrangement of Agreement

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1.3 Parties Bound	
The parties to the agreement are:-	
The Gladstone Regional Council and the following unions:-	
AMEPKU	Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
LHMU	Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

AWU	The Australian Workers' Union of Employees', Queensland
ETU	The Electrical Trades Union of Australia, Queensland.
FEDFA / CFMEU	Federated Engine Drivers" and Firemen's Association of Queensland, Union of Employees / The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
PGEU	Plumbers & Gasfitters Employees Union Queensland, Union of Employees
QSU	Queensland Services, Industrial Union of Employees
TWU	Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

1.4 Application

- 1.4.1 This Agreement will bind the Gladstone Regional Council, the Unions named in clause 1.3 above and their members or persons eligible to be their members pursuant to their registered rules of coverage (that is all employees) employed by the Council under this agreement and the relevant Awards, excluding the Chief Executive Officer and Executive Officers.
- 1.4.2 This Agreement will also apply to Employees who, at the date of certification of this Agreement, were bound by a Queensland Workplace Agreement (previously AWAs) with any of the pre Amalgamated Councils or the Council.

1.5 Date and Period of Operation

After certification of this agreement by the QIRC, the parties agree to retrospectively apply the terms of this agreement on and from 8 September 2008 subject to a majority vote in favour of the agreement by employees on 10th October 2008. The nominal expiry date for the Agreement will be 7 September 2011.

1.6 Relationship with Parent Awards

- 1.6.1 This Agreement shall be read and applied in conjunction with the terms of the following Awards:-

- i) Local Government Employees Award (excluding Brisbane City Council) Award - State 2003
- ii) QLD Local Government Officers Award 1998 - State
- iii) Building Trades Public Sector Award State 2003
- iv) Engineering Award State - 2002
- v) Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government.

as amended from time to time provided that where there is any intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency.

- 1.6.2 Council will during the life of this Agreement and in its renegotiations, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the above awards. The terms and conditions of these Awards and this Agreement shall apply to new employees as they do to current employees.

1.7 Renegotiation

The parties undertake to commence discussions for renegotiations of this Agreement within six (6) months prior to the expiry date, and to aim to finalise the negotiations for a new collective Agreement prior to the expiry date.

1.8 Single Bargaining Unit

For the purpose of negotiating and implementing an Enterprise Agreement on behalf of all Unions in accordance with the Wage Fixing Principles of the Queensland Industrial Relations Commission and the Industrial Relations Act 1999, a Single Bargaining Unit (SBU) was established. Consists of representatives from the joint Unions party to this agreement.

1.9 Enterprise Bargaining Team

- 1.9.1 As a practical vehicle to facilitate negotiations between Unions and Management and to implement this Agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of all the members of the SBU and Management representatives as determined by the CEO.

- 1.9.2 To ensure Supervisors understand the intent and application of the clauses outlined in this agreement, an education program explaining and educating Supervisors about this agreement and the parent awards will be facilitated by Sharpe Workplace Solutions (SWS) post certification by the QIRC.

1.10 Joint Consultative Committee

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Enterprise Bargaining Team shall be responsible for the role of coordinating the reforms set out in the Agreement and ensuring effective communication between Management, the Enterprise Bargaining Team, the Single Bargaining Unit, employee work teams and all Unions. The Enterprise Bargaining team shall meet at least annually or as requested by either the employer or employees.

The parties are committed to a consultative process which aims to improve the organisation through cooperation, conciliation and consultation. All parties to this agreement hereby agree to assist and support these processes and principles.

1.11 Council Policy & Procedure

- 1.11.1 It is agreed that Council has the right to create, adopt and amend HR Policies from time to time at its absolute discretion.
- 1.11.2 Before adopting any such HR Policies, the Chief Executive Officer and the Executive Officers will conduct full, genuine consultation with the Unions and the Employees prior to distribution and implementation.
- 1.11.3 The Employees agree to read and abide by the terms and requirements of any HR Policies.
- 1.11.4 HR Policies will not become binding terms and conditions of this Agreement or an Employee's contract of employment. Policies will have the status of reasonable directions of the Council as the employer.

1.12 No Extra Claims

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- 1.12.1 The parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;
- 1.12.2 this Agreement covers all matters or claims (from the combined unions) regarding the employment of the Employees, which could otherwise be the subject of protected actions pursuant to Queensland Industrial Relations Act 1999; and
- 1.12.3 neither party to this Agreement, will engage in protected action pursuant to the Queensland Industrial Relations Act 1999, in relation to the performance of any work covered by the Agreement during the nominal term of this agreement.

PART 2 –Dispute Resolution & Communication, Consultation

2.1 Grievance and dispute settling procedure

- 2.1.1 The matters to be dealt with in this procedure will include all grievances or disputes between an Employee and Council in respect to any industrial matter and all other matters. Such procedures will apply to a single Employee or to any number of Employees.
- 2.1.2 In the event of an Employee having a grievance or dispute the Employee will in the first instance attempt to resolve the matter with the immediate supervisor, who will respond to such request within 24 hours or as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure.
- 2.1.3 If the grievance or dispute is not resolved under sub-clause 2.1.2 of this clause, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 48 hours after the request by the Employee or the Employee's representative.
- 2.1.4 If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the

supervisor concerned. If there is no level of management beyond that involved in the allegation the Employee may proceed directly to the process outlined at sub-clause 2.1.5 of this clause. Such discussion should take place within a 5 day period after the request by the Employee or the Employee's representative.

- 2.1.5 If the grievance or dispute is still unresolved after discussions mentioned in sub-clause 2.1.3 of this clause, the matter will, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the Council or the Council's nominated industrial representative. An Employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under sub-clause.3 of this clause will not result in resolution of the dispute.
- 2.1.6 If, after discussion between the parties, or their nominees mentioned in sub-clause 2.1.5 of this clause, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the *Industrial Relations Act 1999 (Qld)*.
- 2.1.7 Whilst all of the above procedure is being followed, normal work will continue except in the case of a genuine safety issue.
- 2.1.8 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.1.9 All parties to the dispute will give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 2.1.10 Any order or decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 2.1.11 Discussions at any stage of the procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to any party to give notification of the dispute in accordance with the provisions of the Act.

2.2 Job Security

The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council. The Council will utilise their personnel before any work is contracted out.

The parties are committed to continually improving the job security of employees by:-

- (a) when positions are advertised by council such positions will be advertised both internally and externally simultaneously.
- (b) training, upskilling and educating employees and providing retraining where appropriate;
- (c) career development and equal opportunity;
- (d) using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
- (e) Employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under any 'Award' or this Agreement;
- (f) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation.
- (g) the Council will continue to manage its workforce in order to minimise the need for involuntary labour reduction in the future. The Council will consult with the relevant Union and its delegates and explore all viable alternatives to involuntary labour reduction.
- (h) The efficient use of labour will not be used to deskill or promote the erosion of employee competencies, and qualifications (i.e. trade).

Council is committed to maintaining a core permanent workforce where possible.

2.3 Project Rates

- 2.3.1 The parties agree that if Council tender for and are successful in a tendering process for project work that is not part of Councils general work then the Council will convene a meeting between the relevant union and management to agree on a project agreement which includes but is not limited to rates of pay, hours of work etc.
- 2.3.2 Any agreement that is reached shall be endorsed by those employees directly affected there Unions and the Council and recorded in a signed memorandum of understanding prior to any work commencing on the project. Such agreement may only be reached if Council is able to pass on any increase in rates of pay or changes to conditions to the project.

PART 3 - EMPLOYER & EMPLOYEE DUTIES EMPLOYMENT RELATIONSHIP & RELATED ARRANGEMENTS

3.1 Employment Categories

An Employee may be employed by Council on a full time, part time or casual basis.

3.1.1 Full Time Employment

Full time employment is characterised by an Employee who is employed for an average of 38 ordinary hours per week, or 36.25 hours as provided for pursuant to clause 5.4 (e) as it applies to the indoor workforce.

3.1.2 Part Time Employment

- 3.1.2.1 Part-time employment is characterised by an Employee who is employed to work on a weekly or fortnightly basis and who is employed on predetermined days of the week for a regular number of hours, with a minimum of 10 hours per week and is employed for less than the hours characterised full-time employment as described in sub-clause 3.1.1.
- 3.1.2.2 A part-time Employee will be paid an hourly rate equal to the Annualised Wage for their position/classification as detailed in Schedule One, divided by 1976 hours.
- 3.1.2.3 Part time Employees will be entitled to overtime payments for any work performed in excess of their set hours in any one week or day in accordance with Clause (3.1.2.5) of this sub-clause. All overtime worked by a part time Employee will be paid at time and one half of the ordinary rate of pay for the first two hours and double time thereafter.
- 3.1.2.4 For the purposes of calculating overtime rates of pay for part time Employees, Council will use the rate of pay calculated in accordance with 3.1.2.3 of this sub-clause.
- 3.1.2.5 At the time of engagement the Council and the part time Employee will agree in writing on a pattern of work and the number of ordinary hours worked per day relevant to the position. This can be modified at any time if mutually agreed between the Council and the relevant part time Employee and will be recorded in writing.
- 3.1.2.6 A part-time Employee whose usual day of work falls on a public holiday will be entitled to be absent for the day without loss of pay. Where a part-time Employee is directed to work on a public holiday, the Employee will be paid double time and one half for all time worked with a minimum payment of 4 hours.
- 3.1.2.7 For the purposes of all other entitlements under this Agreement, a part-time Employee is entitled to the pro-rata Annualised Wage and leave accruals of a full-time Employee.

3.1.3 Casual Employment

- 3.1.3.1 A casual Employee is an Employee who is engaged on an hourly basis and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement of three (3) hours. It must be stipulated at the commencement of the engagement that the Employee is engaged on a casual basis.
- 3.1.3.2 The maximum ordinary hours of duty for a casual Employee will be 7.6 hours in any one day or 38 hours in any week. These ordinary hours will be worked between the hours of 6.00am and 6.00pm Monday to Friday, both days inclusive.
- 3.1.3.3 A casual Employee will be paid an hourly rate equal to the Annualised Wage for their position/classification as detailed in Schedule One, divided by 1976, plus a casual employee loading of 25%. For those existing employees who are currently receiving a higher casual loading these provisions will be retained (I.E. 31%)

- 3.1.3.4 Casual Employees will be entitled to overtime payments for any work performed in excess of that deemed to be ordinary hours. All overtime worked by a casual Employee will be paid at time and one half of the ordinary rate of pay for the first two hours and double time thereafter.
- 3.1.3.5 For the purposes of calculating overtime rates of pay for casual Employees, Council will use the rate of pay calculated in accordance with 3.1.3.3 of this sub-clause.
- 3.1.3.6 At the time of engagement the Council and the casual Employee may agree in writing on a pattern of work and the number of ordinary hours worked per day relevant to the casual Employee's position. This can be modified at any time by mutual agreement between the Council and the relevant casual Employee.
- 3.1.3.7 Where a casual Employee is directed to work on a public holiday, the Employee will be paid double time and one half for all time worked.
- 3.1.3.8 A casual Employee will be engaged and be paid for at a minimum of three hours per engagement.
- 3.1.3.9 Where a casual is employed to replace an existing employee (non casual) their arrangement of hours shall be the same as the employee being replaced. However Casuals shall be paid their ordinary rates and any overtime that has arisen as a result of working this arrangement.

3.2 Juniors

Any Junior employee who is performing work commensurate with that of an adult employee shall receive the appropriate adult rate whilst performing such work.

3.3 Probationary Period

It is agreed that a three (3) month probation period applies to employment with Council. Council will prepare monthly updates on progress during this period and shall discuss such update(s) with the employee during this time. Council or the Employee may terminate probationary employment on one weeks notice, or payment in lieu, during the probation period.

3.4 General responsibilities of all Employees

3.4.1 It is mutually agreed that the following are the general responsibilities of all Employees:-

(a) Actively support and promote the corporate ethos of the Council which includes:

- i) Working effectively as a team member
- ii) Willingness to participate in, encourage and support multiskilling within the workforce where it is safe, efficient, legal and logical
- iii) Commitment to fostering the following organisational goals within the workplace:
 - A. a focus on and responsiveness to community needs;
 - B. personal integrity and accountability in all matters;
 - C. trust, fairness, equality, honesty and openness in relationships;
 - D. pride in personal and organisational achievement;
 - E. a challenging, harmonious, professional and safe work environment; and
 - F. quality management and service.

(b) Ensuring the workplace is free of harassment and discrimination.

(c) Conforming to, and complying with, the reasonable and lawful directions of the Council.

In the event that individual Employees do not comply with the responsibilities detailed in this sub-clause, such Employees will be subjected to performance management and, potentially, disciplinary action.

3.4.2 Council does not approve or authorise the attendance at work, or driving of **any** Council vehicle or equipment, by Employees who have consumed alcohol over the legal limit, or taken illicit drugs. In the event of an accident involving a Council vehicle, the driver of which has consumed alcohol over the legal limit or taken drugs so as to render themselves liable to prosecution, Council will accept no responsibility whatsoever for claims made on that driver by any insurance company or any other person or body claiming reimbursement for loss or damage.

Any Employee breaching their legal obligations while using Council vehicles may be subject to disciplinary action including, where appropriate, termination for gross misconduct.

3.4.3 Theft and deliberate damage to Council property will result in termination of employment. In addition, the matter will be reported to the Police for appropriate action. The Chief Executive Officer is also under an obligation to report such matters to the Crime and Misconduct Commission.

3.4.4 Licences/Competencies

Particular occupations require the possession of relevant licences and certificates of competency. All Employees will be required by the Council to obtain and to maintain the necessary registration and licences relevant to the position that such employee would normally be required to hold in order to fulfil their position (i.e. Drivers Licence, Relevant Truck Licence, Trade Certificates) at no cost to council.

If however council requires the employee to hold/renew any additional and/or specific licences/registrations/certificates relevant to their position then they will be obtained and maintained at no cost to the employee. Council will continue its custom and practice prior to the certification of this agreement in this regard.

3.4.5 Personal Protective Equipment

Employees will be issued with personal protective equipment and it is a condition of employment that such equipment be worn as required.

3.4.6 Safety footwear must be worn on all Council job sites. Employees will not be permitted to commence duties if an Employee is not wearing such footwear.

3.4.7 Basic Safety Rules

The following basic safety rules apply at all times. Council draws the Employee's attention to the following general safety rules:-

- (a) Do not operate any equipment unless authorised/licensed (under supervision) to do so.
- (b) Keep all work areas and amenities clean and tidy. Clean up anything which could cause a person to trip or fall or cause a mechanical breakdown.
- (c) Before operating any equipment, make sure that it is properly guarded and / or safe to handle.
- (d) Safety warning signs must be obeyed at all times.
- (e) All injuries, however minor, must be immediately reported in writing to a supervisor.
- (f) Horseplay or disorderly conduct is strictly forbidden.
- (g) Any electrical faults are to be reported to a supervisor (electrical in the first instance) immediately.
- (h) Danger tags must only be removed from equipment by the person who affixed them or by an authorised person.
- (i) All hazardous situations must be reported in writing to a supervisor and a written response must be provided within 48hrs back to the employee.
- (j) "No smoking" instructions and other fire precautions must be observed at all times.
- (k) Air hoses and other power operated equipment must be used properly and not be directed at other persons.
- (l) Employee's children or any child must not ride on any Council truck or machinery at any time.

3.4.8 In the event of a failure on the part of an Employee to fulfil the obligations and responsibilities under this clause, the Employee will be subjected to performance management and/or disciplinary action.

3.5 Service and Maintenance of Fixed and Mobile Plant

Scheduled servicing and maintenance will be performed by the trades' qualified employees to minimise the risk of break down and damage to Council's fleet. Employees will continue their practice of being responsible for their daily pre-start checks/maintenance.

3.6 Anti Discrimination

The parties to this certified agreement agree that:

- a) it is their intention to achieve the principle object in section 3(c) of the *Industrial Relations Act 1999*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- b) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

- c) nothing in these provisions prohibits:
- (i) the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) if;
- (d) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
- (e) the conduct was in good faith to avoid injury to the religious susceptibilities of that

3.7 Work Location

- 3.7.1 All Employees will have received notification of their usual place of starting work.
- 3.7.2 Unless otherwise notified, all Employees should report to their usual place of starting work at the commencement time of each Rostered Day.
- 3.7.3 Provided Council first gives thirty days written notice to an Employee, the Council may require those Employees engaged at a depot or administration office in:-
- (a) The City of Gladstone;
 - (b) The Town of Calliope
 - (c) The Town of Tannum Sands; or in
 - (d) The Town of Boyne Island.

to change their usual place of starting work to a different place within one of the locations specified in (a), (b), (c) or (d) of this sub-clause. Thereafter the Employee must report to that new place of starting work at the commencement time of each Rostered Day, until otherwise notified. To remove any doubt this clause shall not apply to any other depot or work location of the Council.

- 3.7.4 Council will after the certification of this agreement review all employees' nominated residential address and where possible subject to the employees skills, competency and abilities, and by agreement along with any vacancies transfer, such employee to a depot or work location closer to the employees nominated residential address.

It is recognised that this review will be undertaken in conjunction with the Reclassification Review conducted by SWS. It will also be recognised that the council will not have to pay travel or relocation for any employee who is transferred to a designated starting point closer to their home. The benefit of this process will be employees having less travel time to and from work decreasing fuel costs and ensuring employees have less exposure to accidents as a result of having to travel longer distances.

- 3.7.5 Council and the Employee can negotiate issues of hardship in relation to any changes of location for an Employee.
- 3.7.6 Employees who transfer to another depot in the above clause .3 will be paid a travel allowance in the circumstances where the Employee's workplace or depot has moved more than five (5) kilometres from where it existed. Payment will be made to the employee for any additional time taken to travel a distance greater than five (5) kilometres from their workplace or depot. The employee will be paid at the appropriate rate per kilometre as set out in Schedule 2 of this Agreement. This travel allowance does not apply where a motor vehicle is supplied.

3.8 Termination of Employment

- 3.8.1 Notice of Termination by the Council

- (a) In order to terminate the employment of an Employee the Council must give to the Employee the period of notice specified in the table below:

Period of Continuous Service:	Period of Notice:
year or less	1 week
over 1 year and up to the completion of 3 years	2 weeks
over 3 years and up to the completion of 5 years	3 weeks

over 5 years of completed service

4 weeks

- (b) In addition to the notice in sub-clause .1(a) of this clause, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice in sub-clause .1(a) and .1 (b) of this clause must be made if the appropriate notice period is not required to be worked.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Council would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the Employee; and
 - (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.
- (e) During the period of notice of termination given by the Council, an Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Council.

3.8.2 Notice of termination by an Employee

- (a) The notice of termination required to be given by an Employee must be a minimum of one week (or lesser amount as agreed between the Council and the Employee). If an Employee fails to give notice, the Council will have the right to withhold monies due to the Employee with a maximum amount equal one week. This clause will not apply to casual Employees or to Employees engaged for a specific period of time or for a specific task or tasks.
- (b) If any Employee fails to give the notice specified in sub-clause 3.8.2(a) of this clause the Council has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under sub-clause 3.8.2(a) of this clause.
- (c) When an Employee's service is terminated by the Council or voluntarily by the Employee, provided the necessary required notice has been given the Employee will be paid all monies due not later than 48 hours after termination.

3.8.3 Council will in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

3.8.4 Employment will be terminated by the Council without notice if the Employee commits any act which would entitle the Council to summarily dismiss an Employee including, but not limited to: -

- (a) a serious or persistent breach of any of the terms or conditions of the Agreement.
- (b) dishonesty, fraud, wilful disobedience, gross misconduct.
- (c) wilful breach, non observance, neglect or discharge of duties to Council to the reasonable requirements of the Council.
- (d) disobedience or neglect of lawful instructions or directions duly authorised.
- (e) conviction for an offence precluding or inhibiting the further performance of duties under the Agreement/job description.
- (f) abandonment of employment, in accordance with sub-clause .5 of this clause.

In which case the Employee will be entitled to payment of salary and benefits as provided in this Agreement, up to and including the date of termination or dismissal.

- 3.8.5 If an Employee has been absent for a period of 7 working days without the consent of the Council and does not, during such time, establish to the satisfaction of the Council a reasonable cause for the absence the Employee will be deemed to have abandoned their employment.
- (a) Before an Employee is terminated on the basis of abandonment of employment, the Council will make a reasonable effort to contact the Employee.
- (b) Any termination of employment on the basis of abandonment will be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.
- 3.8.6 Upon termination of employment for any reason, the Employee will immediately return to the Council all property of the Council.
- 3.8.7 The periods of notice set out in sub-clause .1(a) of this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
- (b) to apprentices;
- (c) to Employees engaged for a specific period of time or for a specific task or tasks;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual Employees.
- 3.8.8 This provision will not negate the requirement to consult with the unions in accordance with the Termination Change and Redundancy (TCR) provisions as inserted into the relevant awards.

3.9 Redundancy

Subject to complying with all obligations under the Local Government Workforce Transition Code of Practice, in the event Council determines that an Employee's position, is to be made redundant, Council will follow the procedure and process detailed in Schedule 3 of this Agreement titled "Redundancy Provisions".

3.10 Workers eligible for a supported wage

- 3.10.1 This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage pursuant to sub-clause .2 of this clause.
- 3.10.2 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 3.10.3 This clause does not apply to any existing Employee who has a claim against the Council which is subject to the provisions of workers' compensation legislation.
- 3.10.4 Provided that the minimum amount payable must not be less than \$69.00 per week, Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of any pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of Agreement Rate (Schedule One)
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 3.10.5 Where a person's assessed capacity is 10 per cent, they will receive a high degree of assistance and support.

- 3.10.6 For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee pursuant to sub-clause .4 of this clause, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by Council and an accredited assessor from a panel.
- 3.10.7 The assessment of the applicable percentage will be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.
- 3.10.8 Where an assessment has been made, the applicable percentage will apply to the wage rates only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other Employees covered by this Agreement, paid on a pro rata basis.
- 3.10.9 When Council employs a person under the provisions of this clause, Council will take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- 3.10.10 In order for an adequate assessment of the Employee's capacity to be made, the Council may employ a person under the provisions of this clause for a trial period not exceeding four months ("the trial period").
- 3.10.11 During the trial period the assessment of capacity will be undertaken and the proposed rate for a continuing employment relationship will be determined.
- 3.10.12 The minimum amount payable to the Employee engaged pursuant to this clause during the trial period must be no less than \$69.00 per week.
- 3.10.13 Work trials should include induction or training as appropriate to the job being trialled.
- 3.10.14 Where Council and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment pursuant to sub-clause .7 of this clause.

3.11 Trainees and Apprentices

3.11.1 Training Conditions

- (a) The apprentice or trainee will be permitted by the Council to undertake a course of instruction or qualification in accordance with the provisions of the Vocational Education, Training and Employment Act 2000 and the delivery arrangements approved by the State Training Council. This will involve progression through an individual Training Plan, which outlines agreed competencies, training methods and monitoring arrangements, which is developed in conjunction with the supervising Registered Training Organisation.
- (b) On commencement the Council will request that the apprentice or trainee be assessed by the relevant supervising Registered Training Organisation to determine the competencies possessed by the trainee or apprentice relative to the qualification to be undertaken. Such assessment will be identified in the apprentice's or trainee's Training Plan and/or training record.
- (c) The Council will ensure apprentices and trainees are supervised to the extent required to ensure that all on and off the job training outcomes are achieved and safety requirements are met.
- (d) Officers of the State Training Council will monitor the overall training program. The Training Plan and/or the training record may be utilised as part of this monitoring process.
- (e) It is the responsibility of the relevant supervising Registered Training Organisation in conjunction with the Council, to conduct ongoing assessment of the apprentice or trainee. This ongoing assessment is to ensure that the apprentice or trainee is making adequate progress towards the achievement of competencies and associated minimum training requirements in the course of instruction.
- (f) Supervision of apprentices will be undertaken by the relevant qualified tradesperson and no such apprentice shall work unsupervised.

3.11.2 School-Based Apprentices/Trainees

School-based apprenticeship or traineeship training arrangements require:

- (a) a training agreement, involving on-the-job training and productive work, signed by the Council and the apprentice or trainee and their guardian where appropriate;
- (b) off-the-job training supervised through a Registered Training Organisation;
- (c) that the student/employee attends secondary school and/or institution offering secondary courses; and
- (d) progress towards the attainment of a senior secondary certificate and completion of or progress towards a nationally recognised vocational education and training qualification.
- (e) When a student ceases to be enrolled in a school and/or institution offering secondary courses and the student has not completed the apprenticeship/traineeship, they will continue as an apprentice or trainee in accordance with the training agreement and this Agreement.

3.11.3 Payment for Course Time

- (a) Time spent by an apprentice or trainee in undertaking an approved course of instruction, up to the maximum number of hours specified in the approval, is taken to be time worked for the Council and ordinary hours when calculating wages and employment conditions for the apprentice or trainee.
- (b) The Council must include details of time spent and payment for course time in the time and wages records.
- (c) Where an apprentice or trainee's rostered day off, or days off, coincide with attendance at an approved course of instruction the rostered day off will not be a rostered day off for the apprentice or trainee and must be substituted by one of the following methods:
 - (i) the equivalent of the time spent at the course of instruction may be added to apprentice or trainee's annual leave; or
 - (d) payment for the equivalent of the time spent at the course of instruction may be made to the apprentice or trainee on the next succeeding pay day; or
 - (i) the apprentice or trainee may be allowed the equivalent of the time spent at the course of instruction in lieu of such rostered day off. Unless otherwise agreed between the Council and the apprentice or trainee, such time in lieu must be taken at a mutual time between the apprentice or trainee and the Council.

3.12 Intellectual Property

- 3.12.1 All Intellectual Property created by an Employee during the course of performing their duties will become and remain the property of the Council.
- 3.12.2 Any Intellectual Property created by an Employee in the Employee's own time (that is, outside of the Employee's normal working hours) will:-
 - (i) if that Intellectual Property is subsequently utilised for the benefit of the Council, or in the course of the Employee performing their duties, become the property of the Council; or
 - (ii) If that Intellectual Property is never utilised for the benefit of the Council, or in the course of the Employee performing their duties, remain the property of the Employee.
- 3.12.3 In respect of any Intellectual Property that is deemed to be the property of the Council, pursuant to provisions of sub-clause .1 and .2(a) of this clause, the Employee must, upon the Council's request and at the Council's expense, execute all documents and do all acts as may be necessary to obtain the exclusive benefit of the Intellectual Property for the Council.
- 3.12.4 For the purposes of this clause, the term "Intellectual Property" includes but is not limited to:-
 - (i) patents, copyright (including all copyright in software), rights in circuit layouts, registered designs, trade marks, rights to have information kept confidential, processes, inventions, improvements, innovations, modifications and discoveries, whether or not capable of being secured, registered or protected by any means; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition.

3.13 Local Government Workforce Transition Code of Practice

As a result of the Queensland Local Government reform processes, the Gladstone Regional Council will apply for the term of this agreement the Local Government Workforce Transition Code of Practice as enunciated by the Queensland State Government - August 2007.

3.14 Higher Duties

3.14.1 An employee (inside or outside) who is primarily engaged on the duties of a higher level within the new single classification structure for more than a total of 4 hours on any day shall be paid the rate applicable to such higher level for the entire day. If however such employee(s) have the 'higher duties' recognised as part of the reclassification project then no such higher duties shall apply. There will be no 'double dipping' by employees in this regard.

3.14.2 Notwithstanding clause 3.14.1 above the inside workforce will have such higher duties payment (if applicable) recognized for the purposes of annual leave as provided for under the Local Government Officers Award.

PART 4 - Wages and Wage Related Matters

4.1 Method of Payment

4.1.1 Payment of wages will be made fortnightly in arrears and wages will be paid by way of electronic funds transfer (EFT) to a financial institution with EFT facilities nominated by the Employee.

4.1.2 For those employees who prior to this agreement were being paid weekly each individual can elect to receive a fortnights pay (or some lesser amount nominated by the employee) on the implementation and change to fortnightly pays with the overpayment being deducted by payroll deduction over a maximum of twelve months.

4.1.3 Should employees be paid late due to actions within Council's control, the Council will reimburse those Employees who incur bank fees due to the late payment. Should the payment be outside of Council's control this reimbursement will not be made.

4.2 Single Pay Scale for all Employees

4.2.1 Employees engaged under this Agreement will receive on and from 8 September 2008 the wage and salary levels prescribed in Schedule 1 of this Agreement titled "Gladstone Regional Council Pay Scale.

4.2.2 During the period of operation of this Agreement, Employees will receive further salary increases according to the corresponding year in the first column of the Pay Scale in Schedule 1 of this Agreement.

4.2.3 In accordance with an individual skills assessment, all Employees will be classified to the Pay Scale in Schedule 1 of this Agreement.

4.2.4 Coverage Roster Employees will receive a regular fortnightly payment of wages, such wages to be calculated as one twenty-sixth (1/26) of the Annualised Wage relevant to their position and classification, plus or minus any adjustments that need to be made for allowances or overtime worked during the period.

4.2.5 A Schedule of Wage and Salary rates to apply during the life of this Agreement is attached as Schedule 1. For the life of this agreement the increase per annum will be 5% or the amount of the CPI (All Indexes Brisbane), whichever is the greater.

4.3 Superannuation

4.3.1 Permanent Employees will join the Local Government Superannuation Scheme as prescribed by the *Local Government Act 1993* as amended from time to time and the only scheme to apply to Gladstone Regional Council Employees. Contributions are currently 12% by the Council and 6% by the Employee.

4.3.2 Other local government employees (i.e. Casual Employees) will receive 9% of their salary in superannuation contributions, in line with the Australian Government's superannuation guarantee legislation as amended from time to time.

4.3.3 The Annualised Wage is deemed to be the salary for superannuation purposes.

4.3.4 Employees may voluntarily salary sacrifice into the Local Government Superannuation Scheme *only after they have sought independent financial / legal advice.*

- 4.3.5 For the purpose of this clause those Employees entitled to the Leading Hand Allowance in Schedule 2 of this Agreement will have their leading hand allowance included to form part of the Annualised Wage which will be deemed the salary for superannuation purposes.

4.4 Classification/Reclassification

- 4.4.1 The Gladstone Regional Pay Scale identified in Schedule 1 of this Agreement is based on the QLD Local Government Officers Award 1998 - State and the Indoor staff will be classified in accordance with this classification structure. The Former Gladstone City Council and Miriam Vale Shire Council Indoor staff will automatically transfer their classification into this structure. The Former Calliope Shire Council Indoor staff will need to be assessed and placed within the classification structure prior to the implementation of the Agreement.
- 4.4.2 Employees will initially be paid in line with the 'temporary' classification into the 'pay scales' within schedule 1 of this agreement until such time as the review in sub clause .3 of this clause is undertaken.
- 4.4.3 The parties have agreed that the process will be undertaken again using the services of Sharpe Workplace Solutions (SWS) as the independent facilitator or otherwise as agreed by the parties. The parties to this agreement recognize the enormity of undertaking such a process as such it is agreed that SWS will have a 'nominal' 12 month period from the date of certification to undertake this project.
- 4.4.4 In acknowledgement on the change to a single pay structure and the fact that employees are already allotted into the new structure on a temporary basis, the council undertakes to provide 'back pay' to any employee incorrectly 'classified/reclassified by Council as determined by SWS from 8 September 2008.
- 4.4.5 Each Employee will be initially classified into the Pay Scale in Schedule 1 by SWS according to the relevant skills that each Employee is willing to use during the performance of the Employee's duties at Gladstone Regional Council.
- 4.4.6 An Employee will automatically increase one increment every year until they reach the top of the band. Each band is distinguished by a letter and an Employee will only change bands if their individual skill level changes and the additional skill level is recognised in a higher band.
- 4.4.7 If an Employee attains a significant change in skill during the year they may seek an immediate review of their classification.
- 4.4.8 Incremental changes to skill levels shall be assessed annually in May each year at the request of the employee with the application date to be the 1st July in the ensuing financial year.
- 4.4.9 All reviews of skill levels shall be undertaken by the Human Resources Manager. Any dispute arising out of this clause shall be dealt with In accordance with clause 2.1 of this agreement.

4.5 Allowances

The Wage Rates expressed in Schedule 1 of this agreement will be an "all inclusive" rate of pay which covers all monetary allowances provided for in the relevant awards formerly applicable to the Employee expect those listed in Schedule 2 of this Agreement. Exceptions to this will be where there is an applicable allowance outlined for those Employees covered by a Special Arrangements in Schedule 5.

4.6 Transitional Arrangements

General Savings Provisions

- 4.6.1 No employee shall receive less in base or annualised wages/salary as a result of entering Into this agreement than the rate that applied to them immediately prior to entering into this agreement.
- 4.6.2 In recognition of the fact that some previous allowances payable to State Award employees no longer apply, a general safety net that such employees must receive a minimum increase of at least \$350 over and above their former wage (when annualized) shall apply.
- 4.6.3 Employees of the former Gladstone City Council who received a First Aid Allowance must receive a minimum increase equivalent to the former allowance (exclusive of the adjustment to move to a 38 hr week) over and above their former salary.

- 4.6.4 Prior to the certification of this agreement some part time 'officers' employed by the previous 'Miriam Vale Shire Council' were in receipt of a 10% loading pursuant to the Local Government Officers Award. In acknowledgment of the time period that this payment has been made such employees will continue to receive the 10 % loading from certification of this agreement.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, ANNUAL / RECREATION LEAVE & PUBLIC HOLIDAYS

5.1 All Employees

The provisions of Clause 5.1 shall apply to all employees of Council.

5.1.1 Wet Weather

All time lost through wet weather will be paid for provided that the Employee reports for work and is ready and willing to perform any work or other duties for which they are appropriately skilled or undertake any training required by the Council. Employees will perform any duties, as directed by Council, for which they are appropriately skilled and/or will undertake any training which may be reasonably directed by Council.

5.1.2 Workers Prevented from Attending Work

Employees who are prevented from attending their normal place of employment through natural disaster or any other occurrence shall be entitled to receive their normal wages as if they attended work. The employee must make all reasonable attempts to advise Council of the circumstances and if so directed attend an alternative work location.

Council agrees to continue its custom and practice of allowing employees (subject to the CEO's approval) to return home in exceptional circumstances (i.e. cyclone) in order to attend to their properties. It must however be recognised that council is an 'essential services provider' as such and in some cases (depending on the individual concerned) approval to return home may not be given by the CEO.

5.1.3 Due Rest

An Employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day and the Employee has not had at least ten consecutive hours off duty between those times shall, be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of Council such an Employee resumes or continues work without having had such ten consecutive hours off duty, then the Employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

5.1.4 Flexible Family Friendly Workplace Arrangements

- 5.1.4.1 In the event that an Employee is required to work, or elects to work, one of the coverage rosters allocated to the Employee by Council, and the Employee finds that the roster is incompatible with their family commitments and/or lifestyle, the Employee may make a formal written request to the Human Resources Manager of the Council to:-

(a) Change to the alternative roster albeit the work hours may be altered; or

(b) Change to part time or casual employment working only those days which are compatible with the Employee's family commitments and/or lifestyle.

- 5.1.4.2 The Council agrees to ensure that any requests for flexible work arrangements made under sub-clause .1 of this clause are given full, genuine and careful consideration and that, wherever reasonably possible, the Council will endeavour to accommodate the requests and needs of the Employee by either granting the request or consulting with the Employee in an effort to select a mutually acceptable full time, part time and/or casual roster. Any flexible arrangements agreed between Council and an Employee will be on the basis that the Employee will receive a proportion of wages and entitlements that represents the proportion of the actual hours to be worked, to the 38 hours or 36.25 hours (where applicable) of a full time Employee. However Council retains the absolute right to refuse a request made by an employee under the provisions of this clause.

- 5.1.4.3 The Council may approach an Employee or group of employees to work an alternate roster. Any change to the alternate roster must be by mutual agreement in consultation with the relevant union/s.

5.1.5 Overtime

- 5.1.5.1 All authorised time worked outside or in excess of the standard hours of duty specified in the hours of duty for each employee arrangement for Employees under this Agreement on any one day, will be deemed to be overtime.
- 5.1.5.2 Overtime worked on a weekday or rostered day (for Coverage Roster Employees)will be paid for at 1.5 times the annualised ordinary rate for the first 2 hours and double time thereafter.
- 5.1.5.3 Overtime worked on Saturday (or a Non-Rostered Day for Coverage Roster Employees) will be paid for at the rate of time and a-half for the first 2 hours and double time thereafter with a minimum payment of 3 hours at overtime rates.
- 5.1.5.4 Overtime worked on a Sunday will be paid for at the rate of double time with a minimum payment of 3 hours at overtime rates.
- 5.1.5.5 If an Employee completes a rostered day and is recalled to return to work overtime on a Rostered Day, the Employee will be paid at 1.5 times the ordinary rate for the first two hours and double time thereafter and will receive a minimum payment of 2 hours of the Employee's ordinary rate of pay.
- 5.1.5.6 Employees required to continue work after the normal ceasing time will be entitled to a 30 minute meal break after 2 hours' work where work is to continue beyond 2 hours or ;
 - (a) After each further period of 4 hours' overtime on the same day, the Employee must be allowed 30 minutes for a paid meal break where work is to continue beyond 4 hours.
 - (b) The Employee may at their absolute discretion elect to not take the allocated meal break and instead add the time designated for the meal break to the end of the overtime shift.

5.1.6 Annual Leave

- 5.1.6.1 Employees will be entitled to 20 days annual leave on full pay within a twelve month period which is accrued proportionately on a weekly/fortnightly basis.
- 5.1.6.2 Annual leave debits will be equivalent to the ordinary hours Employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- 5.1.6.3 Council encourages all Employees to take their full compliment of Annual leave during each year of employment. If the Employee accumulates more than 40 days Annual Leave Council requires the Employee to submit a plan to take all leave in excess of 40 days within a reasonable time frame.
- 5.1.6.4 Annual Leave will be exclusive of any Public Holiday occurring during the period of that Annual Leave.
- 5.1.6.5 When taking Annual Leave, Employees will be paid at the ordinary rate payable to the Employee concerned immediately prior to the taking of the Annual Leave.
- 5.1.6.6 On the termination of employment of any Employee, such Employee will be paid for any untaken Annual Leave standing to the Employee's current credit (which will exclude any period of such Annual Leave already taken and paid for).
- 5.1.6.7 Upon termination of employment, the Employee will also be entitled to ordinary pay for any Public Holiday which would have occurred had the Employee taken any accrued Annual Leave standing to the Employee's credit at the termination of employment.
- 5.1.6.8 Annual Leave will need to be approved in writing by the relevant Employee's supervisor and taken at a time mutually agreed between the Employee and the Council.
- 5.1.6.9 The 3 ordinary working days between Christmas and New Year may be worked up as time off in lieu (TOIL) throughout the year or be deducted from the Annual Leave entitlements. Council closes its administration centres during this period.
- 5.1.6.10 As at the date of certification of this agreement the council agrees to freeze all 17.5 % loading amounts payable to employees. Council will then pay to all employees such frozen amounts as a once off payment. As from 8 September 2008 employees acknowledge that the 17.5% loading now forms part of their annualised wage.

5.1.6.11 If an employee while absent from duty on annual leave is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's sick leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.

5.1.7 Public Holidays

5.1.7.1 The Employer recognises that the following days are public holidays:

- (a) New Years Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Labour Day;
- (h) The designated show holiday for the Gladstone Regional Council;
- (i) The Birthday of the Sovereign;
- (j) Christmas Day;
- (k) Boxing Day;

5.1.7.2 Any authorised work undertaken on a public holiday by an Employee will be paid for at the rate of double time with payment of minimum of 4 hours. This is in addition to the payment for the public holiday.

5.1.7.3 If one of the public holidays outlined above falls on a weekend and a statutory public holiday is taken on the next business day the public holiday rates will apply on the statutory holiday and penalty rates for working on the weekend will only apply for the public holiday.

5.1.7.4 If a full-time Employee's rostered day off falls on a public holiday then the next normal work day shall be taken as the rostered day off.

5.1.7.5 Due to the nature of the 7 day coverage roster, those Employees who are Rostered on for a Public Holiday will be not normally be required to work on the Public Holiday. Those employees who are on a Non-Rostered Day for that particular Public Holiday will be entitled to an additional ordinary day to that Employee's recreation leave accrual.

5.1.8 Staggered Meal Breaks

With the view of improving work practices, consideration will be given to staggering meal breaks where sufficient staff are employed, or on jobs where the traffic has been diverted. Lunch break will only be staggered within the fourth (4th) and seventh (7th) hours of work with both meal and rest breaks taken at or near the job sites.

The advantages of this operation are:-

- * increase usage of plant in the working day;
- * opportunity to train new operators or increase experience; and
- * a change of duties during the day, break the monotony and improve job satisfaction.

In the event that a majority of employees in a particular section/group agree to defer their lunch break to outside of the above spread then no overtime/penalty rates shall apply. If the employer directs the employee to take their lunch break outside of the spread above then the applicable penalty rates in accordance with the relevant award will apply.

5.2 Coverage Roster Employees

5.2.1 Application of these provisions.

The council is seeking to introduce suitable rosters that will enable maximization of plant and equipment and achieve a genuine balance between family and work life for employees.

Council is specifically seeking to introduce a roster arrangement for the construction crews which operated formally out of the Gladstone and Calliope main depots which will provide seven (7) day coverage. This arrangement may also be offered to other council employees throughout the remainder of councils operations on a 'mutually agreed' basis after consultation with the relevant union/s.

The rosters proposed (but not limited to) are provided for at schedule 4 of this agreement, however these proposed rosters do not prevent or inhibit the parties from mutually agreeing to any other 'coverage roster' arrangement both within and outside the construction crew areas.

5.2.2 Hours of Duty

5.2.2.1 The arrangements of any 'coverage roster' hours will be **based** on a 38 hour week and the standard hours of duty of the coverage roster will be between 6.00 am and 6.00 pm, each Rostered Day.

5.2.2.2 Employees working the coverage roster arrangement will work 10.5 paid hours (the necessary daily hours) for each rostered working day.

5.2.2.3 All coverage roster Employees will be paid for hours worked during the standard hours of duty set out in this clause, at each Employee's ordinary rate of pay and in accordance with Schedule 1 of this Agreement.

5.2.2.4 Each Rostered Day will include one half hour paid smoko break which is to be taken on or in close proximity to the worksite and one half hour unpaid lunch break. The timing of such breaks to be determined by the on-site supervisor in consultation with the work group. It is agreed that the timing of such breaks will be flexible and taken when logical breaks occur. No penalty payment will apply to deferred breaks.

5.2.3 Coverage Roster Employees Payment

Employees who work a 'coverage roster' arrangement receive in addition a 15% roster loading for all purposes which will form part of the employees ordinary time earnings for the purposes of superannuation and will be paid in lieu of standard overtime penalty rates worked under such arrangement. The roster loading shall also be included in the annualized wage payable under this agreement for overtime purposes.

5.2.4 Compulsory Training Days

5.2.4.1 Due to the nature of a coverage roster arrangement Employees work 60 hours less per annum than full time Employees working a normal 38 hour week. Such Roster Employees will accordingly be required to make up a maximum of 32 hours by undertaking a maximum of 4 X 8hr training sessions. Each training session will be performed on scheduled days and Employees will be notified at least two months in advance of the date upon which such training will be undertaken.

The remaining 28hours maybe covered by scheduled training on a voluntary basis by agreement between the council and the individual employee.

5.2.4.2 In the event that a coverage roster employee takes annual leave, or is absent on personal/carers leave on a day which has been allocated as a training day in accordance with clause 6.3.1 of this clause, the actual hours of the training session as attended by other employees will be deducted from the 'Roster' Employee's accumulated annual leave or personal/carers leave entitlements.

5.3 OUTSIDE EMPLOYEES - NINE DAY FORTNIGHT

5.3.1 Council outside employees who choose to remain on a 'nine-day fortnight' will work 76 hours over 9 days with the standard spread of hours namely 6.00am to 6.00pm, with an unpaid meal break of not less than 30 minutes and a combined paid rest pause of 20 minutes.

The working day may be arranged on a work group basis by consultation with the affected employees and by mutual consent including designation of depots for start and finish times.

5.3.2 The working day will include a 20 minute paid smoko break which is to be taken on or in close proximity to the worksite and one half hour unpaid lunch break. The timing of such breaks to be determined by the on-site supervisor in consultation with the work group. It is agreed that the timing of such breaks will be flexible and taken when logical breaks occur. No penalty payment will apply to deferred smoko breaks.

- 5.3.3 Employees will work a 9-day fortnight. A rostered day off (RDO) will be determined by Council and fall on a Monday or Friday on a work group basis. Where possible the Employee will be given 30 days notice of a change in the regular rostered day off however any RDO changes will be made by mutual agreement between the employer and employee or group(s) of employees affected.
- 5.3.3.1 When requested by Council to overcome a specific or exceptional circumstance, Employees can be required to work on an RDO and such time worked will be accumulated up to a maximum of five (5) days ("Banked RDO's"). In this circumstance if the employee works the RDO they shall be paid at overtime rates and an additional RDO will be added to the annual leave.
- 5.3.3.2 Banked RDO's are to be taken by the Employee either in single days or any number of days, up to the maximum accrued, at a mutually agreed time between Council and the Employee.
- 5.3.3.3 Any RDO's worked by an Employee, in excess of 5 accrued RDO's, will be paid at the applicable overtime rates, and an additional day will be added to the annual leave.

5.4 INDOOR EMPLOYEES

At present the council has a combination of indoor staff working 36.25 hour arrangements and 38hr arrangements. In order to standardize arrangements under this agreement and achieve parity across the relevant classification levels full time employees will work an average of 38 hours per week.

- (a) Notwithstanding the provisions below employees shall at their request be able to work a nine day fortnight based on either the 36.25hour week or 38hr week as elected by the employee pursuant to this provision.
- (b) Daily working hours shall be worked continuously, except for meal breaks, between the hours of 6.00am and 6.00pm
- (c) The ordinary hours of work shall be worked Monday to Friday inclusive.
- (d) The ordinary hours of work shall not exceed 10 hours per day
- (e) As a general practice, standard start and finish times will be 8.50am to 5.00pm with an unpaid meal break and two 10 minute paid rest pauses. Such start and finish times may be altered and staggered for employees or groups of employees by mutual agreement.
- (f) At the commencement of this agreement existing employees can elect to remain on a 36 ¼ hour week without any guarantee of overtime and shall not receive the benefit of the overtime payment. All new employees will work a standard 38 hour week.

5.4.2 Recreation Leave

For the purpose of this clause "Recreation Leave" shall include 'Annual Leave' plus the time worked up under the provisions of this clause (formally known as Rostered Days Off or RDO's)

- 5.4.2.1 The employees shall have the option of banking additional hours in excess of 38 up to 26 days per annum provided such time is taken off as part of the employees recreation leave.
- 5.4.2.2 Employees can have a total of up to 46 days recreation leave (inclusive of 20 annual leave days) per annum, with an appropriate adjustment being made to the hours of duty. The work times are subject to mutual agreement between the Employee and his / her relevant Manager. The employee is required to develop a recreation accrual and leave plan for the ensuing 12 month period with their Manager. Whilst both parties can seek to amend the plan for circumstances which arise during the year the plan shall be followed as much as practicable.
- 5.4.2.3 Employees may elect to take a minimum lunch break of 30 minutes up to a maximum lunch break of 1 hour.
- 5.4.2.4 Council encourages all Employees to take their full compliment of Recreation Leave. If the Employee accumulates more than 2 years worth of Recreation Leave Council requires the Employee to submit a plan to take all leave in excess of this 2 year accumulation within a reasonable time frame.
- 5.4.2.5 On the termination of the employment of any Employee, such Employee will be paid for any untaken Recreation Leave standing to the Employee's current credit (which will exclude any period of such Recreation Leave already taken and paid for).

Examples of Recreation Leave Accrual

Employee A wishes to just have the 20 days recreation leave. They must work 38Hrs * 52 weeks = 1976 hrs over the 260 day working year. This represents a 7.6 hour day.

Employee B wishes to have 37 days recreation leave. They must work 38Hrs * 52 weeks = 1976 hrs over the 243 day working year. This equates to 8.13 Hrs a day.

Employee C wishes to have 46 days recreation leave. They must work 38Hrs * 52 weeks = 1976 hrs over the 234 day working year. This equates to 8.44 Hrs a day.

Employee D wishes to have 46 days recreation leave per annum and currently works a 36.25 hour week. They must work 36.25 * 52 weeks = 1885hrs over the 234 day working year. This equates to 8.05Hrs a day.

PART 6 - TRAINING AND RELATED MATTERS

6.1 Commitment to Training and Professional Development

6.1.1 The issue of ongoing training and career development is a significant issue which requires a major commitment by the new Council. It is proposed that every employee will have a training plan. This work plan will be initially co-coordinated by the Human Resources Department in liaison with the Employee and their relevant Supervisor. The document will be kept by the supervisor and will contain regular entries (initialed by the supervisor & employee as entries are made) on issues such as:-

- training to be provided
- recreation leave planning
- agreed goals

6.1.2 The training plan will be collected by the Human Resources Department every four months and a copy placed on record. The Supervisor and the Employee will have an opportunity to comment on any issues before it is submitted to the Human Resources Department. This process is designed to ensure that the commitment by the organisation to career development is actually delivered throughout the organisation

6.2 Travel Time for Training and Conferences

Where an Employee's attendance at a conference, seminar or training course is mandatory and approved, Council agrees to pay the travel time at ordinary time. If the attendance is non compulsory this travel time will be negotiated by mutual agreement between the Employee and his / her Supervisor.

6.3 Direct Employment of Apprentices and Trainees

Council will directly employ Apprentices and Trainees where the appropriate range of training can be provided throughout the course of employment with Council.

PART 7 - LEAVE OF ABSENCE

7.1 Personal/Carer's Leave

All Employees will accrue 15 days personal/carer's leave per annum from the date of certification of this Agreement by the QIRC. In addition, Council will pay on termination an amount equivalent to 16% of personal / carer's leave which has been accrued and not taken after the date of certification of this Agreement by the QIRC. Current leave balances remain for the purposes of taking sick leave. However, this payout provision shall not apply if an Employee's services are terminated under Clause 3.7 headed "Termination of Employment" but will apply to an Employee who voluntarily terminates their services with Council or in the case of redundancies.

Employees of the former Calliope Shire Council who were subject to a payout provision of 25% based on accruing 10 days per annum shall remain entitled to payment based on a pro-rata basis for the period this provision applied to them. This calculation shall precede the calculation for the payout under this agreement.

7.1.1 Additional unpaid Carer's Leave

- (a) An additional two (2) days of unpaid Carer's Leave will be available for emergencies if an Employee has used up all their personal leave entitlements. Unpaid Carer's Leave can be taken in a single unbroken period of two (2) days or, if the Parties agree, in separate periods, for example four half days. Employees are only entitled to unpaid Carer's Leave in the event that an Employee has no accumulated paid Carer's Leave or other authorised leave available for caring purposes.

- (b) The entitlement to use personal leave for the purposes of Carer's leave is subject to the person being a member of the person's immediate family.

7.1.2 Bereavement Leave

See the provisions in clause 7.2 titled "Bereavement Leave"

- 7.1.3 In the event that an Employee is required to take a period of more than two consecutive days personal leave (sick leave) or carer's leave, the Council will require, and the Employee will provide, documentary evidence supporting the Employee's need for personal leave or carer's leave. The Employee will supply a medical certificate from a registered health practitioner, or in the event that it is not reasonably practicable for the Employee to obtain such a medical certificate, a statutory declaration supporting the Employee's need for personal leave or carer's leave.

- 7.1.4 In circumstances where an Employee is repeatedly taking personal/carers leave of two days or less, the Council may request that the Employee provide documentary evidence supporting the Employee's need for personal/carers leave

- 7.1.5 The requirement in sub-clause .3 of this clause does not apply if an Employee can not comply with the requirement to notify Council of sick leave because of circumstances beyond the Employee's control.

- 7.1.6 When taking personal/carers leave, the Employee must provide to Council as soon as is reasonably practicable, either:-

(a) if it is reasonably practicable for the Employee to give Council a medical certificate from a registered health practitioner; or

(b) if it is not reasonably practicable for the Employee to give Council a medical certificate - a statutory declaration by the Employee confirming that the Employee was, is or will be unfit for work during the period because of personal illness or injury.

- 7.1.7 Nothing provided for within the above clauses shall prevent an employee from reaching mutual agreement with the employer as to taking sick leave by the hour.

7.2 Paid Bereavement leave

- 7.2.1 This clause does not apply to casual Employees.

- 7.2.2 In addition to Personal/Carer's Leave, permanent Employees will be entitled to take five (5) days' paid Bereavement Leave to visit a seriously ill or dying relative, or to attend a funeral. Provided the Parties reach agreement, and such agreement is recorded in writing, this Bereavement Leave can be taken in five (5) single days or in distinctly separate periods.

- 7.2.3 In addition to the entitlement set out in sub-clause .2 of this clause, Employees will be entitled to use any current sick leave entitlements as Bereavement Leave.

- 7.2.4 For the purposes of taking Carer's Leave or Bereavement Leave, the following are considered to be members of the Employee's immediate family:-

(a) The Employee's spouse, child, parent, grandparent, grandchild or sibling;

(b) A child, parent, grandparent, grandchild or sibling of the Employee's spouse ("spouse" includes a former spouse, a de facto spouse or a former de facto spouse).

- 7.2.5 Other circumstances other than immediate family by mutual agreement between the Employee and the Council.

7.3 Long Service Leave

- 7.3.1 It is agreed that Employees will be entitled to long service leave on full pay as follows:

(a) In the case of an Employee who has completed an initial period of five (5) years' continuous service, 6.5 weeks

(b) Employees who have completed five (5) years will continue to accumulate at the rate of 1.3 weeks for each completed year of service thereafter.;

- (c) Long service leave will be approved by the relevant Employee's supervisor and taken at a mutually agreeable time between the Employee and the Council.
- (d) Long service leave accumulation may be transferred from another local government authority and may be approved on an individual basis between the Employee, the Council and the local government authority which previously employed the Employee.
- (e) Any debits of long service leave taken will be calculated by reference to the number of paid hours in an Employee's usual Rostered Day.
- (f) In addition to (a) - (e) above the employer shall apply the Service Increment Payment (SIP) arrangement as it currently exists and applies to the former Gladstone City Council employees.
- (g) If an employee whilst absent from duty on long service leave is overtaken by illness the employee may, subject to the provision contained in this sub-clause, be entitled on application to have such period of illness which occurs during the employee's long service leave debited to the employee's sick leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that the application for adjustment is approved by Council;

7.4 Parental leave

Employees will be entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child in accordance with the terms set out in Chapter 2, Part 2, Division 2 of the *Industrial Relations Act 1999 (Qld)* as amended from time to time. In addition to these terms Employees will be able to access Carers Leave during this period. A full copy of these provisions will be provided to an Employee upon request and the Human Resources Manager is available to explain the terms and effect of the provisions to the Employees.

7.5 Local Government Workcare (LGW) top up

7.5.1 It is agreed that if an Employee receives Local Government Workcare for an injury the Employee will continue to accrue and be paid the following entitlements for the entire period they are absent on workers compensation:-

- (a) Long Service Leave;
- (b) Annual Leave; and
- (c) Personal/Carers Leave.
- (d) Superannuation.

7.5.2 Employees in receipt of Workers Compensation may opt to use personal/carers leave accruals to make up the difference between payments received from Local Government Workcare and the Employee's Annualised Wage, at the time of the injury.

7.5.3 The hours debited against the Employee's personal/carers leave accrual will be on the basis of additional payment divided by the Employee's Annualised Wage hourly rate.

7.6 Jury duty/witness leave payment

If an Employee is required to carry out jury service or receive a subpoena by a court as a witness the Employee will be entitled to claim their normal wage provided that any payment received for such service is surrendered to Council.

7.7 Leave without pay

Recreation leave or annual leave as prescribed in this Agreement is not to accrue during periods of leave without pay authorised by the Council or otherwise and which exceed three months in any one year of service.

PART 8 - OCCUPATIONAL HEALTH & SAFETY MATTERS & AMENITIES

8.1 Safety at Work

A central focus of this Agreement is to promote and actively support the value of safety in the workplace. The parties acknowledge that to achieve a risk free workplace is a long journey that requires faith, trust and genuine commitment.

Everyone has an important role in the journey. Employees, at all levels, who engage in activities that do not support a safe workplace or blatantly ignore safety policies and procedures will be subject to the counseling and disciplinary procedure set out in this Agreement.

8.2 Amenities

8.2.1 The Council understands and acknowledges its obligations in regards to the *Workplace Health & Safety Act 1995 (Qld)*, however the parties agree that such legislation in respect to the provision of amenities must be read and interpreted in a 'practicable and pragmatic' manner in conjunction with the relevant award provisions. Council is committed to ensuring that where practicable and possible it will provide suitable amenities to employees.

8.2.2 In the event that employees are working in locations where it is not practical for council to provide amenities then council will ensure those employees are provided with items such as esky's water bottles etc. The parties also recognise that in isolated cases where work is performed in isolated areas within Council's boundaries it is not practical to provide the full range of amenities.

8.3 Drug & Alcohol Provisions

The parties to this Agreement are committed to adopting the previous Gladstone City Council Drug & Alcohol Procedure framework (as adopted on the 21st May 2007) as a means of developing a comprehensive "Fitness for Duty Policy."

PART 9- Union Related Matters

9.1 Union Encouragement

9.1.1 This clause gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the relevant Union.

9.1.2 Documentation to be provided by employer

At the point of engagement, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the employee.

Provided that encouragement for membership of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch) shall only apply under the conditions contained in clause 41(4) of the Local Authorities (Excluding Brisbane) and Main Roads, Etc., Award - State as at 31 May 1993.

The document provided by the Employer shall also identify the existence of a Union encouragement clause in this Award.

9.1.3 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

9.1.4 Deduction of union fees

The Employer shall, on the written request of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

9.1.5 Union Meetings

The unions will be permitted to hold paid report back meetings with their eligible members on approval by management. Such approval will not be unreasonably withheld by the employer.

9.2 Trade Union Training Leave

- 9.2.1 Upon written application by an employee to an Employer such application being endorsed by the Union and giving to the Employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.
- 9.2.2 Other courses mutually agreed between the Union and an Employer, or Employers, may be included under clause this clause
- 9.2.3 For the purposes of this clause "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- 9.2.4 The granting of such leave shall be subject to the following conditions:
- (a) An employee must have at least 12 months uninterrupted service with an Employer prior to such leave being granted.
- (b) The maximum number of employees of one and the same Employer attending a course or seminar at the same time will be 4 unless otherwise agreed to by the CEO.
- 9.2.5 The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.
- 9.2.6 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.
- 9.2.7 In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 9.2.8 Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in roster or 38 hour week working arrangements or with any other concessional leave.
- 9.2.9 Such paid leave will not affect other leave granted to employees under this Award.

PART 10 Special Work Arrangements

There exists a range of 'specific' or 'special' work arrangements that existed with the previous councils. In acknowledgement of the existences of such arrangements the parties agree to preserve and protect such arrangements within the scope of this agreement. As such the parties agree to identify and amend where appropriate such arrangements during the life of this agreement. The current 'special' work arrangements that have been identified at the time of certification of this agreement are provided for in schedule 5.

SIGNATORIES TO WORKPLACE AGREEMENT

Signed for and on behalf of the }
 GLADSTONE REGIONAL COUNCIL **G CREED(MAYOR)** In the presence of M. MASON J.P.

Signed for and on behalf of the }
 Australian Workers Union Of Employees' Queensland
W.P. LUDWIG In the presence of E. MARTIN

Signed for and on behalf of the }
 Queensland Services Industrial Union of Employees
D. SMITH In the presence of D. BALL

Signed for and on behalf of the }
 Automotive Metals Engineering Printed & Kindred Industries Union of Employees Queensland
A. DETTMER In the presence of K. ARTHUR

Signed for and on behalf of the }
 Electrical Trades Union of Queensland
R. WILLIAMS In the presence of P. ROGERS

Signed for and on behalf of the }
 Federated Engine Drivers and Fireman's Association of Australasia Queensland Branch
M. RAVBAR In the presence of L. NOYES

Signed for and on behalf of the }
 The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
M. RAVBAR In the presence of L. NOYES

Signed for and on behalf of the }
 Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.
G. BULLOCK In the presence of M. NEWLOVE

Signed for and on behalf of the }
 Transport Workers' Union of Australia, Union Of Employees (Queensland Branch)
H. WILLIAMS In the presence of S. ROBINSON

Signed for and on behalf of the }
The Association of Professional Engineers, Scientists And Managers, Australia, Queensland Branch, Union Of
Employees }

J YEATS

In the presence of C. VICKERS

Signed for and on behalf of the }
Plumbers & Gasfitters Employees Union of Australia, Queensland Branch Union of Employees

B. O'CARROLL

In the presence of J. KNIGHT

SCHEDULE 1 - Gladstone Regional Council - Pay Scales

Exiting Arrangements - Former Federal Staff													EB Workforce Proposal								
Gladstone						Miriam Vale					Calliope	GRC 38 Hr Pay Scale							Employees working 36 Hrs		
Band	Annual Wage	Loading	Loc	Xmas 3 Days	Ot 38 hr week	Annualised Total	Weekly Wage	Loading	Loc.	ot 38 hr week	Annualised Total	Annual Total	Equivalent	Range as per offer	Proposal/ Yr 1 payscale	Year 2 Minimum	Year 3 Minimum	Year 1	Year 2 Minimum	Year 3	
55 %	Under 17 years														\$24,760.92	\$25,998.97	\$27,298.91	\$23,414.59	\$24,585.32	\$25,756.59	
60 %	17 Yrs														\$27,011.91	\$28,362.51	\$29,780.63	\$25,543.19	\$26,820.35	\$28,091.37	
70 %	18 Yrs														\$31,513.90	\$33,089.59	\$34,744.07	\$29,800.39	\$31,290.41	\$32,581.93	
80 %	19 Yrs														\$36,015.88	\$37,816.68	\$39,707.51	\$34,057.59	\$35,760.47	\$37,651.49	
90 %	20 Yrs														\$40,517.87	\$42,543.76	\$44,670.95	\$38,314.79	\$40,230.53	\$42,351.05	
A1	\$38,944.00	\$524.25	\$715	\$449.35	\$2,201.83	\$42,834.43	\$789.81	\$552.87	\$949	\$2,448	\$45,019.85	39165		Labourer Minimum level	444 - 510	\$45,019.85	\$47,270.85	\$49,634.39	\$42,571.99	\$44,700.59	\$46,811.62
A2	\$39,457.00	\$531.15	\$715	\$455.27	\$2,230.84	\$43,389.26	\$804.14	\$562.90	\$949	\$2,492	\$45,819.46	39948			\$45,819.46	\$48,110.43	\$50,515.95	\$43,327.18	\$45,493.54	\$47,604.21	
A3	\$40,198.00	\$541.13	\$715	\$463.82	\$2,395.89	\$44,313.84	\$825.25	\$577.68	\$949	\$2,558	\$46,997.38	41562	100 %	Trade/Cert3/Plant Operator	462 - 510	\$46,997.38	\$49,347.25	\$51,814.61	\$44,439.68	\$46,661.66	\$48,771.74

A4	\$41,048.00	\$552.57	\$715	\$473.63	\$2,446.55	\$45,235.75	\$844.99	\$591.49	\$949	\$2,619	\$48,098.86	42393				\$48,098.86	\$50,503.80	\$53,028.99	\$45,479.97	\$47,753.97	\$50.67
A5	\$41,948.00	\$564.68	\$715	\$484.02	\$2,500.19	\$46,211.89	\$864.89	\$605.42	\$949	\$2,681	\$49,209.27	43241	105%	Comp/Grader/Dozer/Excav	49034-51015	\$49,209.27	\$51,669.73	\$54,253.22	\$46,528.70	\$48,855.14	\$51.90
A6	\$42,874.00	\$577.15	\$715	\$494.70	\$2,555.38	\$47,216.23	\$881.90	\$617.33	\$949	\$2,733	\$50,158.41	44106				\$51,015.65	\$53,566.43	\$56,244.75	\$48,282.37	\$50,696.49	\$53.31
B1	\$43,860.00	\$590.42	\$715	\$506.08	\$2,614.15	\$48,285.65	\$901.90	\$631.33	\$949	\$2,795	\$51,274.40	45888	110%		51005-51015	\$51,274.40	\$53,838.12	\$56,530.02	\$48,479.13	\$50,903.09	\$53.24
B2	\$44,878.00	\$604.13	\$715	\$517.82	\$2,674.82	\$49,389.77	\$921.64	\$645.15	\$949	\$2,856	\$52,375.88	46805				\$52,375.88	\$54,994.67	\$57,744.40	\$49,519.43	\$51,995.40	\$54.17
B3	\$45,951.00	\$618.57	\$715	\$530.20	\$2,738.78	\$50,553.55	\$941.48	\$659.04	\$949	\$2,918	\$53,482.93	47741				\$53,482.93	\$56,157.08	\$58,964.94	\$50,565.00	\$53,093.25	\$55.91
B4	\$47,024.00	\$633.02	\$715	\$542.58	\$2,802.73	\$51,717.33	\$961.22	\$672.85	\$949	\$2,979	\$54,584.41	49670	115%	Cert 4/ Treatment Plant	54138-55220	\$55,220.98	\$57,982.03	\$60,881.13	\$52,241.86	\$54,853.95	\$57.65
C1	\$48,092.00	\$647.39	\$715	\$554.91	\$2,866.39	\$52,875.69	\$978.86	\$685.20	\$949	\$3,034	\$55,568.71	50664				\$55,568.71	\$58,347.15	\$61,264.51	\$52,534.92	\$55,161.67	\$57.75
C2	\$49,203.00	\$662.35	\$715	\$567.73	\$2,932.60	\$54,080.68	\$1,000.76	\$700.53	\$949	\$3,102	\$56,790.72	51677	120%		56525-59772	\$56,790.72	\$59,630.25	\$62,611.77	\$53,689.05	\$56,373.50	\$59.18
C3	\$50,312.00	\$677.28	\$715	\$580.52	\$2,998.70	\$55,283.50	\$1,020.55	\$714.39	\$949	\$3,163	\$57,894.99	52710				\$57,894.99	\$60,789.74	\$63,829.22	\$54,731.99	\$57,468.58	\$60.01
C4	\$51,422.00	\$692.22	\$715	\$593.33	\$3,064.86	\$56,487.41	\$1,040.29	\$728.20	\$949	\$3,224	\$58,996.46	53765				\$59,772.96	\$62,761.61	\$65,899.69	\$56,548.78	\$59,376.22	\$62.03
D1	\$52,531.00	\$707.15	\$715	\$606.13	\$3,130.96	\$57,690.23	\$1,060.03	\$742.02	\$949	\$3,285	\$60,097.94	55937				\$60,097.94	\$63,102.84	\$66,257.98	\$56,812.58	\$59,653.21	\$62.87
D2	\$53,641.00	\$722.09	\$715	\$618.93	\$3,197.12	\$58,894.14	\$1,079.87	\$755.91	\$949	\$3,347	\$61,205.00	57056				\$61,205.00	\$64,265.25	\$67,478.51	\$57,858.15	\$60,751.06	\$63.61
D3	\$54,751.00	\$737.03	\$715	\$631.74	\$3,263.28	\$60,098.05	\$1,099.61	\$769.73	\$949	\$3,408	\$62,306.48	58197				\$62,306.48	\$65,421.80	\$68,692.89	\$58,898.45	\$61,843.37	\$64.54
D4	\$55,862.00	\$751.99	\$715	\$644.56	\$3,329.49	\$61,303.04	\$1,120.72	\$784.50	\$949	\$3,473	\$63,484.40	59361				\$63,484.40	\$66,658.62	\$69,991.55	\$60,010.94	\$63,011.49	\$66.07

E1	\$56,971.00	\$766.92	\$715	\$657.36	\$3,395.59	\$62,505.87	\$1,136.36	\$795.45	\$949	\$3,522	\$64,357.10	60548				\$64,357.10	\$67,574.96	\$70,953.71	\$60,835.17	\$63,876.93	\$67.78
E2	\$58,087.00	\$781.94	\$715	\$670.23	\$3,462.11	\$63,716.28	\$1,153.53	\$807.47	\$949	\$3,575	\$65,315.18	61759				\$65,315.18	\$68,580.94	\$72,009.98	\$61,740.03	\$64,827.03	\$68.38
E3	\$59,231.00	\$797.34	\$715	\$683.43	\$3,530.29	\$64,957.07	\$1,173.32	\$821.32	\$949	\$3,636	\$66,419.45	62994				\$66,419.45	\$69,740.42	\$73,227.44	\$62,782.96	\$65,922.11	\$69.22
F1	\$61,183.00	\$823.62	\$715	\$705.96	\$3,646.64	\$67,074.21	\$1,206.24	\$844.37	\$949	\$3,739	\$68,256.36	65539				\$68,256.36	\$71,669.18	\$75,252.64	\$64,517.85	\$67,743.74	\$71.93
F2	\$63,144.00	\$850.02	\$715	\$728.58	\$3,763.52	\$69,201.12	\$1,239.26	\$867.48	\$949	\$3,841	\$70,098.85	68187				\$70,098.85	\$73,603.80	\$77,283.99	\$66,258.00	\$69,570.90	\$73.45
F3	\$65,107.00	\$876.44	\$715	\$751.23	\$3,880.52	\$71,330.19	\$1,272.08	\$890.46	\$949	\$3,943	\$71,930.19	69550				\$71,930.19	\$75,526.70	\$79,303.03	\$67,987.62	\$71,387.00	\$74.35
G1	\$67,069.00	\$902.85	\$715	\$773.87	\$3,997.45	\$73,458.18	\$1,305.10	\$913.57	\$949	\$4,045	\$73,772.68	72360				\$73,772.68	\$77,461.31	\$81,334.38	\$69,727.77	\$73,214.16	\$76.87
G2	\$69,031.00	\$929.26	\$715	\$796.51	\$4,114.39	\$75,586.17	\$1,338.02	\$936.61	\$949	\$4,147	\$75,609.59	73808				\$75,609.59	\$79,390.07	\$83,359.58	\$71,462.65	\$75,035.79	\$78.58
G3	\$70,991.00	\$955.65	\$715	\$819.13	\$4,231.21	\$77,711.99	\$1,370.99	\$959.69	\$949	\$4,249	\$77,449.30	76789				\$77,449.30	\$81,597.59	\$85,677.47	\$73,480.78	\$77,154.81	\$81.55
H1	\$73,348.00	\$987.38	\$715	\$846.32	\$4,371.70	\$80,268.40	\$1,410.47	\$987.33	\$949	\$4,371	\$79,652.25	79892				\$80,268.40	\$84,281.82	\$88,495.91	\$75,896.70	\$79,691.54	\$83.11
H2	\$75,702.00	\$1,019.07	\$715	\$873.48	\$4,512.00	\$82,821.55	\$1,450.05	\$1,015.04	\$949	\$4,494	\$81,860.79	81490				\$82,821.55	\$86,962.63	\$91,310.76	\$78,309.55	\$82,225.03	\$86.28
H3	\$78,059.00	\$1,050.79	\$715	\$900.68	\$4,652.48	\$85,377.96	\$1,489.53	\$1,042.67	\$949	\$4,617	\$84,063.75	84782				\$85,377.96	\$89,646.85	\$94,129.20	\$80,725.48	\$84,761.75	\$88.84
H4	\$80,267.00	\$1,080.52	\$715	\$926.16	\$4,784.08	\$87,772.76	\$1,526.70	\$1,068.69	\$949	\$4,732	\$86,137.81	86477				\$87,772.76	\$92,161.40	\$96,769.47	\$82,988.68	\$87,138.11	\$91.01
H5	\$82,478.00	\$1,110.28	\$715	\$951.67	\$4,915.86	\$90,170.81	\$1,563.77	\$1,094.64	\$949	\$4,847	\$88,206.29	89971				\$90,170.81	\$94,679.35	\$99,413.32	\$85,254.95	\$89,517.70	\$93.58

SCHEDULE 2 - ALLOWANCES NOT INCLUDED IN ANNUALISED WAGE

The following allowances are to apply where applicable but will not form part of the Annualised Wage. All other allowances that form part of the following awards are not included and are deemed to be incorporated into the Annualised Wage.

Awards include:

- Local Government Employees Award (excluding Brisbane City Council) Award - State 2003
- QLD Local Government Officers Award 1998 - State
- Building Trades Public Sector Award State 2003
- Engineering Award State - 2002
- Apprentices and Trainees Wages and Conditions

The following allowances shall be payable where applicable and added to the pay derived in the pay scale:-

Tradesman's Tool Allowance

Employees who are employed as Form Setters, Plumbers, Fitters, Mechanics, Carpenters, Electricians (inclusive of Apprentices in each of these fields) and others as deemed necessary by management will be paid a Tradesman's Tool Allowances of 2.5% of the Annualised Wage and payable fortnightly.

Leading Hand Allowance

An employee appointed by the Council to take over preorganised tasks by the foreman be in charge of other employees will be paid leading hand allowance. Leading Hand Allowance is calculated at 5% of Annualised Wage and payable fortnightly.

The following allowances shall be payable on an as worked basis:-

Working in the Rain Allowance

Where the employee is required to perform work in the rain and by doing so gets clothing wet, the employee will be paid double time for all work so performed. Such payment will continue until the employee finishes work or until the clothing dries or is able to be changed whichever is earlier.

Horse and Saddle Allowance

Employees who are required to provide their own horses, saddles and other associated equipment used to carry out their duties will be paid an allowance of \$15 per week. This allowance will not be deemed to include such costs as veterinary services for injury due to accidents incurred during the normal course of duties. Such costs will be mutually agreed upon between The Council and employee.

Increases to Horse and Saddle Allowance will be adjusted annually in accordance with the general wage adjustment but rounded to the nearest dollar on the first pay period after July 1 each year.

Poison Spray Allowance

Employees using poison sprays for the control of noxious weeds will be paid an additional amount of \$11 per week whilst engaged in such work.

Increases to Poison Spray Allowance will be adjusted annually in accordance with the general wage adjustment but rounded to the nearest dollar on the first pay period after July 1 each year.

Camp Allowance

In the event where for the performance of work it is necessary for the employee to live in a camp provided by the Council either because there are no reasonable transport facilities to enable the employee to travel to and from home each day, or because such employees are required to live in such camp by agreement, the employee shall receive a 'camp allowance' of \$50.00 for each day (including Saturday and Sunday) the employees live in camp. The employee will only be required to provide their own linen, towels, personal items and food when living in such a camp.

In the instance that Council provides for all meals and motel / hotel style accommodation then employees shall receive \$15.00 per day as a living away from home allowance only.

Increases to Camp Allowance will be adjusted annually in accordance with the general wage adjustment but rounded to the nearest dollar on the first pay period after July 1 each year.

Meal Allowance

Meal allowance during overtime

An employee other than an employee living in camp shall be supplied with a reasonable meal at the Employer's expense or be paid \$10.30 in lieu at all paid breaks prescribed in clause 6.3.5. of the LGE Award.

Travel/Motor Vehicle Allowance

Employees required to use their own vehicles in the course of their employment will be reimbursed the rate prescribed by Directive issued by the Minister for Industrial Relations pursuant of Section 34 (2) of the Public Service Act 1996 for an automobile 2601cc and over (currently 70c/km).

On-Call Arrangements

The On –Call arrangements as previously provided for under the Gladstone City Council Certified agreement shall continue to apply unless it is disadvantageous to the former Calliope and/or Miriam Vale Council employees in which case the provisions that applied to those employees would continue to apply accordingly.

The only changes to the continuation of the above arrangements is that employees shall receive \$150 per week allowance and the continuation of the on-call arrangements as provided for are 'temporary' and will only continue to apply up to six (6) months from 8 September 2008 whereby the parties agree to review all 'on call arrangements' with a view of establishing a single On - Call arrangement. Once the new arrangements are finalised payment shall be backdated to the 8th of September 2008.

In order to facilitate the review the parties agree that a 'sub committee' shall be formed with the responsibility of developing a new standard arrangement.

Live Sewer Work Allowance/CCTV Allowance

Employees engaged on live sewer work or cleaning septic tanks will, during ordinary hours, be paid at the rate of time and a half for all time so engaged.

During overtime or on weekends or public holidays employees will be paid one-half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for all time engaged on live sewer work.

The term "live sewer work" will mean work carried out in situations where there is direct contact with raw sewerage. The term will also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.

Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto will be paid not less than 4 hours at the appropriate rates.

Employees employed to perform CCTV Van Operations will be paid a fixed allowance of \$95 per week in lieu of live sewer claims.

Increases to Live Sewer Work Allowance and CCTV Allowance will be adjusted annually in accordance with the general wage adjustment but rounded to the nearest dollar on the first pay period after July 1 each year.

This allowance will not apply to employees engaged at sewerage treatment plants.

Toilet Cleaning Allowance

Employees required to clean toilets, other than merely by hosing them shall be paid an allowance at the rate of \$5.00 per day.

Rubbish and Sanitary Operations (Litter Allowance)

- (a) Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$1.817 per hour whilst directly engaged on refuse collection work.
- (b) Drivers of sanitary vehicles and their assistants shall be paid an additional amount of \$2.1445 per hour whilst directly engaged on such work.

- (c) Where an employee is primarily engaged in refuse or sanitary collection, the allowances prescribed by (a) & (b) above shall be treated as part of the ordinary weekly wage.

SCHEDULE 3
REDUNDANCY PROVISIONS

Employment Security - Redeployment, Retraining and Redundancy

In the circumstances that the Council determines that a redundancy has become a realistic option for either a permanent Council Employee or group of Employees, the following procedures will be adopted:

- (a) Where Council has made a definite decision that the job is no longer required to be performed by anyone and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Council will hold discussions with the Employees directly affected and their accredited union delegate/representative, or other nominated Employee representative.
- (b) The discussions will take place as soon as practicable after the Council has made a definite decision to introduce major changes likely to have significant affects on Employees.
- (c) Discussions will cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to reduce the adverse affects of any terminations on the Employees concerned. Such discussions will include possible retraining and redeployment as a first option prior to any final decision leading to redundancy.
- (d) Notice of redundancy and termination means the notice to an Employee that his/her services are to be terminated as a result of his/her position being made redundant and redeployment not being achieved. In such circumstances, Employees will receive notice at least four (4) weeks before the event.
- (e) This Agreement specifically relates to redundancy of permanent Employees will not apply in the following circumstances:-
- Where an Employee suffers a permanent injury or illness that renders that Employee otherwise incapable of continuing in employment, and the Employee has access to other financial support such as Work's Compensation or Superannuation, Total and Permanent Disability Payment; or
 - Where an Employee's services are terminated by reason of neglect of duty, abandonment of employment or misconduct in accordance with procedural fairness; or
 - Where an Employee has been engaged in a casual or temporary capacity on a short term basis, such as project employment; or
 - Where an Employee has not been engaged for a continuous period of at least twelve (12) months.
- (f) An Employee who is declared redundant will receive an ex-gratia Redundancy Payment at the ordinary rate of pay, appropriate to the completed years of service. This Redundancy Payment is to consist of two (2) weeks payment for each year of employment with no proportionate payment, up to a maximum payment of fifty-two (52) weeks. Minimum payment of four (4) weeks will apply. For those existing employees under the previous Gladstone City Council Enterprise Bargaining Agreement who are entitled to 3 weeks pay for each complete year of continuous service plus a proportionate amount for an incomplete year subject to a maximum payment of 60 weeks pay and a minimum of 2 weeks pay these conditions will continue to apply (this also applies for those employees involving periods of part time employment shall be calculated on a pro-rata full time basis).

SCHEDULE 4 - EXAMPLE COVERAGE ROSTER (ROSTER 13)

Roster 13																															
January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Roster	O	X	X	O	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X
February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
Day	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F		
Roster	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X		
March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
Roster	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X
April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	
Roster	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	
May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Roster	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X
June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
Roster	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	
July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Roster	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X
August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Roster	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O
September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	
Roster	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	
October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
Roster	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O
November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Day	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	

Roster	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X			
December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
<i>Day</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>	<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>	<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>	<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>	<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>		
Roster	O	O	O	X	X	O	O	X	X	X	O	O	X	X	O	O	O	X	X	O	O	X	X	X	O	O	X	X	X	O	O	O	O

G1 G2

Full weekends off 26 26
 Part weekends off 0 0
 Full weekends on 26 26
 52 52

SCHEDULE 5 - SPECIAL WORK ARRANGEMENTS

AIRPORT EMPLOYEES

The following conditions only apply to employees who are employed at the Gladstone Airport. Except where inconsistent with the provisions of these clauses all other conditions shall be in accordance with the relevant clauses of this agreement.

For the purpose of these clauses, Airport Employees means those employees who are classified as Aerodrome Reporting Officers can also be known as Ground Staff Refuellers and the Assistant Airport Manager (AAM).

The Airport Employees agree and acknowledge they are required to devote such time, attention and skills as may be necessary for the effective discharge of their duties under this agreement including, where necessary, work outside ordinary business hours.

The core hours of work per day will be 7 hours and 38 minutes worked from Monday to Friday between 5:00am and 8:40pm and 7 hours and 53 minutes on a Saturday and Sunday between 5.00am and 8.40pm depending upon the daily demands of the position. Public holidays can be taken, on a mutually agreed roster basis, if they fall whilst the Airport Employee is working within these arrangements.

Airport Ground staff work 146 hours over 19 days in each 28 day cycle. The span of hours is between 5:00am and 8.40pm with a maximum day of 7 hours and 53 minutes. The AAM is required to undertake the essential elements of the duties of the Ground Staff if they are on leave or otherwise detained from doing their normal duties. The AAM shall be entitled to take time in lieu at a mutually convenient time for any work undertaken on weekends or public holidays when working on roster in pursuance of this sub-clause.

The Airport Employees shall be on call to respond to out of hours calls when working on roster in pursuance of sub-clause 4 of this clause. Being on call shall mean having a mobile phone provided by the Council with the Employee at all times whilst on call and being able to respond on the airport within 15 minutes of receiving the call. The remuneration offered to Airport Employees is inclusive of responding to call outs as provided in this clause.

The Airport Employees will be entitled to 38 days recreation leave on full pay in every twelve month period (25 annual leave days plus 1 rostered day in each 28 day cycle).

Recreation leave debits will be equivalent to the ordinary hours Airport Employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

Council encourages all Airport Employees to take their full compliment of recreation leave. If an Airport Employee accumulates more than 76 days recreation leave Council requires the Employee to either submit a plan to take all leave in excess of 76 days within a reasonable time frame.

Flexible hours may be worked on the following basis:

- (a) Must remain at work until last light and ensure all lights are operational.
- (b) After last light may take Council Airport vehicle home for a 30 minute meal break only if no 18.30 flight operations and / or last flight is rescheduled or late and seasonal time permits.
- (c) Must return to duty if called or 15 minutes prior to scheduled or rescheduled arrival times.
- (d) When leave arrangements apply and Council's AAM is unavailable to relieve, duty AM Reporting Officer must undertake PM shift (reasonable notice of at least two weeks must be given under this clause).
- (e) Does not apply Monday to Friday unless 1830 flight is temporarily not operational or last flight is rescheduled or late.
- (f) Must work back to cover late flights on a plus / minus pay rate basis.

GLADSTONE LIBRARY EMPLOYEES

The following conditions only apply to employees who are employed at the Gladstone Library. Except where inconsistent with the provisions of these clauses all other conditions shall be in accordance with the relevant clauses of this agreement.

HOURS OF WORK

Ordinary Hours of Duty for any employee working at the Gladstone Library shall when requested by Council work on any five (5) days out of six (6) days per week, Monday to Saturday (both days inclusive).

All ordinary time worked under this clause between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half for the first three (3) hours and double time for the remainder.

Council may stagger the hours of work of all employees working under this sub-part so that some employees commence work on or after 8.15am and others conclude work at the end of the day on or before 8.00pm.

All ordinary time worked outside of the span of hours prescribed in the Hours of Duty clause of this agreement shall be paid for at one and a half times the employee's ordinary time rate.

Those Employees who participate in the Saturday roster system above will be given an additional three (3) days paid leave to their leave entitlements and to be taken at a mutually agreed time between Council and the Employee.

REVIEW PROVISION

It is agreed by the parties that there is an intention to achieve service consistency across the region with the libraries open for service delivery for seven days a week. Therefore it is agreed that a review will be undertaken within the months following certification of this agreement into how this may be achieved at the Gladstone Library. Existing employees will not be expected to undertake any additional work above their existing arrangements to cover a seven day operation.

In the instance that Employees no longer are required to work the Saturday roster due to the above review provision the additional leave clause above will no longer apply.

ART GALLERY & MUSEUM EMPLOYEES

The following conditions only apply to employees who are employed at the Gladstone Art Gallery and Museum. Except where inconsistent with the provisions of these clauses all other conditions shall be in accordance with the relevant clauses of the Agreement.

BASIS OF EMPLOYMENT

Ordinary Hours of Duty for any employee working at the Gladstone Art Gallery & Museum shall when requested by Council work on any five (5) days out of six (6) days per week, Monday to Saturday (both days inclusive).

All ordinary time worked under this clause between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half for the first three (3) hours and double time for the remainder.

Council may stagger the hours of work of all employees working under this sub-part so that some employees commence work on or after 8.00am and others conclude work at the end of the day on or before 8.00pm.

All ordinary time worked outside of the span of hours prescribed in the Hours of Duty clause of this agreement shall be paid for at one and a half times the employee's ordinary time rate.

All hours of work must be recorded on the Employee's timesheet and must be signed by the Manager Arts and Heritage or representative on a regular basis. If the Employee is not able to leave the premises for their designated lunch break as a direction from Council the Employee will receive this time as a paid meal break.

Employees will work a 19-day month. All reasonable efforts will be made by all parties to ensure that the Employee takes their rostered day off once a month however when requested by Council to overcome a specific or exceptional circumstance, the Employees can be required to work on an RDO and such time worked will be accumulated up to a maximum of five (5) days ("Banked RDO's"). Banked RDO's are to be taken by the Employee either in single days or any number of days, up to the maximum accrued, at a mutually agreed time between Council and the Employee. Notwithstanding this the Council may at its sole discretion pay the Employee for working an RDO at the prescribed overtime rate specified in the clause headed "Overtime".

Those Employees who participate in the Saturday roster system above will be given an additional three (3) days paid leave to their leave entitlements and to be taken at a mutually agreed time between Council and the Employee.

WORK SCHEDULE

The work schedule will be as directed from time to time by the Employer.

The Employer will make every effort to roster all staff in a manner that is fair and equitable and which takes into account the Employee's preferences. For example, if the Employee has family and/or study commitments, the Employer will attempt to accommodate the Employee. However, rosters must be arranged so that the business can operate effectively. This means that the Employer may not always be able to accommodate the Employee's preferences.

ADDITIONAL HOURS

No Additional Hours can be worked unless they have been pre-approved by the Manager Arts & Heritage. If the Employee works Additional Hours, these will be accrued as TOIL unless at the discretion of the Manager Arts & Heritage where the additional hours may be paid at overtime rates.

TOIL will be taken at the rate of one (1) hour for every Additional Hour worked. Every reasonable effort will be made by both the Employer and the Employee to have the accrued TOIL taken within a three month period from the date of accrual. Where the taking of TOIL within this three month period is not possible, and at the complete discretion of the Manager Arts & Heritage, accrued TOIL hours may be paid to the Employee as an accrued entitlement. Upon termination of the Employee's employment, any accrued TOIL Hours will be paid to the Employee as an accrued entitlement.

PUBLIC HOLIDAYS

The Employee acknowledges that the Employer operates its business on Public Holidays and accordingly the Employee may be requested to work on a Public Holiday.

In the event the Employer makes a reasonable request that the Employee works on a Public Holiday, the Employee will agree to do so unless the Employee can demonstrate that the Employee has reasonable grounds to refuse to do so.

The Parties agree that any work performed by the Employee on a Public Holiday will be paid at the appropriate overtime rates outlined in the Overtime Clause of this Agreement.

REVIEW PROVISION

It is agreed by the parties that a review will be conducted on the service delivery and operation of the Gladstone Art Gallery and Museum with one of the options being that the facilities will be open for seven days a week. Therefore it is agreed that a review will be undertaken within the months following certification of this agreement into how this may be achieved. Existing employees will not be expected to undertake any additional work above their existing arrangements to cover a seven day operation.

ENTERTAINMENT CENTRE EMPLOYEES

The following conditions only apply to Employees who are employed at the Gladstone Entertainment Centre. Except where inconsistent with the provisions of these clauses all other conditions shall be in accordance with the relevant clauses of this agreement.

BASIS OF EMPLOYMENT

A Full Time Employee will be required to work an average of 38 Ordinary Hours per week over a 52 week cycle of 1976 Ordinary Hours. A Full Time Employee may work flexible hours which may be negotiated with the Manager Entertainment Centre.

A part time Employee's Ordinary Hours will be set at the time of engagement where the Council and the Employee will usually have this recorded in writing on a pattern of work and the number of ordinary hours worked on average per week. This can be modified at any time mutually agreed between the Council and the relevant part time Employee and will usually be recorded in a written format. A part-time Employee may work flexible hours which may be negotiated with the Manager Entertainment Centre.

In addition to the average of 38 Ordinary Hours per week (or average part time hours set as above) with over a fifty two (52) week cycle, the Employee may be required to perform reasonable Additional Hours, from time to time. Arrangements for Additional Hours are set out in the clause of this Special Arrangement headed "Additional Hours".

WORK SCHEDULE

The work schedule will be as directed from time to time by the Employer.

The Employer will make every effort to roster all staff in a manner that is fair and equitable and which takes into account the Employee's preferences. For example, if the Employee has family and/or study commitments, the Employer will attempt to accommodate the Employee. However, rosters must be arranged so that the business can operate effectively. This means that the Employer may not always be able to accommodate the Employee's preferences.

HOURS OF WORK

The Employee may be required to work Ordinary Hours on any day of the week, Monday to Sunday inclusive.

The Employee acknowledges that he/she is required to work the hours required to perform the requirements of the position as set out in the Employee's position description.

The Employee acknowledges they may be required to work Ordinary Hours on a Public Holiday.

All hours of work must be recorded on the Employee's timesheet and must be signed by the Manager Entertainment Centre or representative on a regular basis.

ADDITIONAL HOURS

Additional Hours are any hours worked by the Employee over and above Ordinary Hours (i.e. beyond 1976 hours in a fifty two (52) week cycle).

The Employee may be required to work reasonable Additional Hours.

No Additional Hours can be worked unless they have been pre-approved by the Manager Entertainment Centre.

The Employee may refuse to work Additional Hours in circumstances where such work would result in the Employee working unreasonable hours, having regard to:-

- (a) Any risks to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
- (b) The Employee's personal circumstances, including the Employee's family responsibilities;
- (c) The needs of the workplace;
- (d) The notice (if any) given by the Employer of the Additional Hours and by the Employee of the Employee's intention to refuse the Additional Hours;
- (e) Whether any Additional Hours are on a public holiday; and
- (f) The Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.

If the Employee works Additional Hours, these will be accrued as TOIL. TOIL will be taken at the rate of one (1) hour for every Additional Hour worked. Every reasonable effort will be made by both the Employer and the Employee to have the accrued TOIL taken within a three month period from the date of accrual. Where the taking of TOIL within this three month period is not possible, and at the complete discretion of the Manager Entertainment Centre, accrued TOIL hours may be paid to the Employee as an accrued entitlement.

Upon termination of the Employee's employment, any accrued TOIL Hours will be paid to the Employee as an accrued entitlement.

PUBLIC HOLIDAYS

The Employee acknowledges that the Employer operates its business on Public Holidays and accordingly the Employee may be requested to work on a Public Holiday.

In the event the Employer makes a reasonable request that the Employee works on a Public Holiday, the Employee will agree to do so unless the Employee can demonstrate that the Employee has reasonable grounds to refuse to do so.

The Parties agree that any work performed by the Employee on a Public Holiday will be paid at the Employee's hourly rate with a minimum payment of 2 hours.

REMUNERATION

Each Employee's classification into the Gladstone Regional Council's Pay Scale has been calculated as an "all inclusive" basis in recognition of the following Award conditions:-

- (a) ordinary rate of pay;
- (b) overtime penalties;

- (c) weekend penalties;
- (d) meal allowance;
- (e) any other allowance (other than as provided for in this agreement);
- (f) shift overtime loadings;
- (g) incentive based payments and bonuses;
- (h) as prescribed that would normally be incurred. No additional payments will be made in recognition of the provisions listed in (a) to (g) above.

WATER TREATMENT PLANT EMPLOYEES

The following conditions only apply to Employees who are employed at the Gladstone Water Treatment Plant and Awoonga Dam Pump Station Superintendent. Except where inconsistent with the provisions of these clauses all other conditions shall be in accordance with the relevant clauses of this agreement.

Owing to the nature of the industry, certain employees employed as operators at the Council's Water Treatment Plant are required to work to a shift to provide services continually for seven (7) days per week, twenty-four (24) hours per day with other employees, namely the Relief Operator and Operator's Assistant relieving such operators, when they are not available. These services are provided by working a continuous Two (2) Shift Roster of Twelve (12) hours per shift.

Availability of Employees

The Relief Operator and Operator's Assistant will make themselves available when requested to do so by the Supervisor or other nominated person, to replace an Operator working a shift under this sub-part, when such Operator is unavailable.

In the event of an emergency through an Operator being absent from work (for whatever reason), and the Relief Operator and the Operator's Assistant not being available, one of the Operators on his/her day off will make him/herself available to work when contacted by the Supervisor or other nominated person, to do so.

When an employee is required to work under the above arrangements, all overtime shall be double time only and no time off in lieu for time worked shall apply.

Twelve Hour Roster Arrangements

All employees shall attend an annual medical examination by the employee's medical practitioner and, if in the opinion of the relevant practitioner, the employee should cease working to the twelve hour shift roster under this sub-part, then the Twelve hour shift arrangement under this sub-part shall cease.

Due to existing manning levels and the desire not to increase such manning levels and costs to Council for the purpose of this sub-part, it is not possible to provide direct supervision during the Twelve hour shifts and employees may be required to work alone.

Hours of Work

A continuous Two (2) Shift Twelve (12) Hour Roster as set out below shall be worked and in the instance that this roster no longer is the preferred option from either one of the parties this is to be discussed with the Chief Executive Officer or his / her delegate.

Each employee who is rostered to work the Twelve Hour Roster shall be required to work thirteen (13) shifts each of twelve hours to provide the services required by Council in each twenty-eight (28) day cycle. Day shifts shall commence at 7.00am and finish at 7.00pm, night shifts shall commence at 7.00pm and finish at 7.00am.

In the event that an Operator can not be contacted immediately because the incoming Operator is delayed for any reason, then the Operator currently in shift shall continue to work for up to two (2) hours after their normal ceasing time with such extra time being paid at overtime rates.

All time worked in excess of the ordinary hours of 152 hours per four (4) week cycle shall be paid for at the rate of double time.

The Operators working to the Twelve Hour Roster will work one hundred and fifty-six (156) hours per twenty-eight (28) day cycle; therefore, four (4) hours shall be paid at the overtime rate of double time. This four (4) hours overtime shall be paid on the Thursday of the night shift and if that day is a public holiday, then the last preceding ordinary day.

The employees employed as Operators working the Twelve Hour Roster shall not work to any rostered day off arrangement.

Relief Operator and Operator's Assistant

While not working on the Twelve Hour Roster, the Relief Operator and Operator’s Assistant shall work a nineteen (19) day month with the Relief Operator filling in for one (1) twelve (12) hour shift per week and being paid overtime for four (4) hours of the shift.

The Relief Operator and Operator’s Assistant shall be paid overtime for any hours in excess of eight (8) hours per day.

The Relief Operator’s and the Operator’s Assistant’s rostered day off shall be flexible and not incur any penalties if they are required to work on their rostered day off, but they shall have a day off as soon as possible thereafter.

Leave Entitlements

Every employee employed as an Operator on the Twelve Hour Roster shall be entitled to not less than 114 hours of sick leave for each completed year of employment with Council.

Sick leave shall be paid on the basis of twelve hour shifts. Therefore, sick leave entitlements based on the hourly basis shall only entitle the twelve hour shift roster employees to five periods of sick leave based on their twelve hour per day roster. In addition, if an employee is absent in the shift where four hours overtime is paid, then that employee will only be paid at eight (8) ordinary hours of sick leave, provided that an entitlement exists.

In recognition of the Relief Operator and Operator’s Assistant being available to relieve on the Twelve Hour Roster, all employees shall be paid five (5) weeks per year Annual Leave. In lieu of leave loading the night and afternoon shift allowances would still apply when on annual leave.

Allowances

Night Shift Allowance

The Operator or Relieving Operator will receive per Night Shift an allowance of \$40.54 excluding weekends as penalty hours apply on weekends (classified as midnight Friday to midnight Sunday, the part times before midnight and after midnight on these days attract part allowance).

Afternoon Shift Allowance

The Operator or Relieving Operator will receive per Night Shift an allowance of \$33.79 excluding weekends as penalty hours apply on weekends (classified as midnight Friday to midnight Sunday, the part times before midnight and after midnight on these days attract part allowance).

Marina Bridge Allowance

The Marina Bridge Allowance is paid when actually worked at \$14.70 (1.5 x \$9.80) per designated time.

Outline of Roster

SCHEDULE 1
12 HOUR 2 SHIFT ROSTER

Day (D) = 7.00am to 7.00pm
Night (N) = 7.00pm to 7.00am

OPERATOR	WEEK NO 1							WEEK NO 2							WEEK NO 3							WEEK NO 4						
	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
No 1			D	D	D		N	N	N								N	N				D	D	D			N	N
No 2	N	N								N	N			D	D	D			N	N					D	D	D	N
No 3	D	D			N	N				D	D	D		N	N	N									N	N		D
No 4			N	N			D	D	D			N	N				D	D	D		N	N	N	N				
RELIEF						D							D								D							D

Pump Station Superintendent

The Pump Station Superintendent (Awoonga Dam) shall be:

- (a) Paid in accordance with the relevant skills classification system;
- (b) Paid the respective leading hand allowance;
- (c) Paid an allowance of 19.21% on top of his annualised salary in any week where the employee is required to hold himself continually available to perform emergency work outside ordinary hours, but shall only be paid for actual time worked when recalled to perform emergency work; and
- (d) entitled to five (5) weeks' annual leave each year.

The above conditions will be considered as full compensation for all periods where the employee holds himself ready to perform emergency work.

SCHEDULE 6 - DEFINITIONS

The following generic definitions apply in this Agreement.

"Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

"Agreement" means this certified agreement known as Gladstone Regional Council Certified Agreement 2008.

"Amalgamated Councils" means the former Gladstone City Council, Calliope Shire Council, the Gladstone Calliope Aerodrome Board and Miriam Vale Shire Council.

"Annualised Wage" means the wages and allowances payable to an Employee over a one year period.

"Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

"Awards" shall mean the following;

- (a) Local Government Employees Award (excluding Brisbane City Council) Award - State 2003;
- (b) Local Government Officers Award 1998 (Federal)
- (c) Building Trades Public Sector Award State 2003
- (d) Engineering Award State - 2002
- (e) Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government.

"Chief Executive Officer" means the most senior executive officer in Council as appointed pursuant to the *Local Government Act 1993 (Qld)*.

"Commission" means the Queensland Industrial Relations Commission.

"Consultation" shall not only be in appearance but in fact.

"Council" means the Gladstone Regional Council.

"Coverage Roster" Means any roster implemented with the agreement of employees in the area affected which enables seven (7) day coverage for councils operations.

"Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

"Employees" means all employees of Council, except the Chief Executive Officer, and the Executive Officers.

"Executive Officer(s)" means those Employees of Gladstone Regional Council who report directly to the Chief Executive Officer ("the Directors") and all those Managers who report directly to the Directors.

"Industrial Registrar" means the Industrial Registrar of the Queensland Industrial Relations Commission.

"Indoor Staff" means primarily clerical, technical, environmental, engineering, community, library, theatre and administrative staff of the Council.

"Non-Rostered Days" means any day which is not a Rostered Day.

"Outdoor Staff" means primarily Water and Sewerage Employees, Parks Employees, Roads Employees, Workshop Employees, Landfill and Transfer Station Employees, all direct supervisors inclusive of Foreman in each of the areas listed, whose terms and conditions are underpinned by the LGO Award.

“Ordinary Rate of Pay” shall mean the annualized salary as provided for within schedule 1 of this agreement.

“Pay Scale” means Gladstone Regional Council Pay Scale as detailed in Schedule 1 of this Agreement.

"Policies" means the policies of Council which have been formally adopted by the Council in session, and which policies are referred to in the clause of this Agreement titled “Council Policies”.

"Registered Training Organisation" means an organisation such as a secondary school, TAFE or a private provider that meets the registration requirements within the Training and Employment Act 2000 with respect to the delivery of particular courses of instruction including the assessment of the achievement of competence.

"Rostered Day(s)" means days on which the Employee has been notified in advance that they are rostered to perform their normal duties.

"Single Bargaining Unit" means representatives of all Employees of the Council duly elected by the Employees themselves.

“Supervisors” for the purposes of clause 1.9.2 shall include managers, co-ordinators, foremans and any employee deemed to have ‘in charge’ responsibilities.

“Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment process”.

“SWS” means Sharpe Industrial Relations Pty Ltd t/a Sharpe Workplace Solutions

"Training Plan" means a structured plan to enable an apprentice or trainee to attain the competencies for a particular qualification. Training Plans will be developed by Registered Training Organisations, in conjunction with the Council and an apprentice or trainee.

“Unions” mean , The Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees, Queensland; Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; The Australian Workers' Union of employees, Queensland; The Electrical Trades Union of Employees of Australia, Queensland Branch ; Federated Engine Drivers and Fireman’s Association of Australasia Queensland Branch/The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; Plumbers & Gasfitters Employees Union of Australia, Queensland Branch Union of Employees; Queensland Services Industrial Union of Employees; Transport Workers' Union of Australia, Union of Employees (Queensland Branch).