

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 - s. 193 - certification of an agreement

Lockyer Valley Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

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

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

United Voice, Industrial Union of Employees, Queensland.

(Matter No. CB/2018/98)

LOCKYER VALLEY REGIONAL COUNCIL CERTIFIED AGREEMENT (FIELD) 2018

Certificate of Approval

On 3 August 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Lockyer Valley Regional Council Certified Agreement (Field) 2018*

Parties to the Agreement:

- Lockyer Valley Regional Council;
- The Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- United Voice, Industrial Union of Employees, Queensland.

Operative Date: 3 August 2018

Nominal Expiry Date: 2 August 2021

Previous Agreements: *Lockyer Valley Regional Council Certified Agreement (Field Staff) - 2012-CA/2012/39.*

Termination Date of Previous Agreement: 22 July 2015

By the Commission

A.L. BLOOMFIELD
Deputy President.
3 August 2018



LOCKYER VALLEY REGIONAL COUNCIL

Certified Agreement (Field)

2018

1. Title

This Agreement shall be known as the *Lockyer Valley Regional Council Certified Agreement (Field) 2018*.

2. Arrangement

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3. Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the *Queensland Local Government Industry (Stream B) Award – State 2017* and the *Queensland Local Government Industry (Stream C) Award – State 2017*, with the provision that where there is an inconsistency between this Agreement and the above referenced Awards, this Agreement shall take precedence to the extent of the inconsistency.

4. Commitment to Collective Bargaining

Council is committed, during the duration of this Agreement, to bargain collectively with the Parties to this Agreement with respect to the provisions of the *Queensland Industrial Relations Act 2016* and the employees whose terms and conditions have traditionally been covered by the relevant Award.

5. Definitions

- ‘Act’** The term ‘Act’ refers to the *Industrial Relations Act 2016* (Qld) as amended or replaced from time to time.
- ‘Agreement’** The term ‘Agreement’ refers to the *Lockyer Valley Regional Council Certified Agreement (Field) 2018*.

‘Commission’	The term ‘Commission’ refers to the Queensland Industrial Relations Commission (QIRC).
‘Council’	The term ‘Council’ refers to the Lockyer Valley Regional Council (LVRC).
‘emergencies’	The term ‘emergencies’ refers to where there is potential for loss of life or property damage.
‘efficiencies’	The term ‘efficiencies’ refers to the ability to avoid wasting materials; energy; efforts; money and time in doing something or in producing a desired result.
‘child’	The term ‘child’ refers to a child of the employee under school age; or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.
‘employee’	The term ‘employee’ refers to a paid member of Council’s workforce that is not a contractor.
‘genuine needs’	The term ‘genuine needs’ for the purpose of this agreement, refers to either illness or crisis in the employees immediate family or household, or the need to avoid leaving children unattended, or the need to fulfil a pre-existing community commitment.
‘JCC’	The term ‘JCC’ refers to the Joint Consultative Committee which is made up from Council/Union members of the Enterprise Bargaining Team.
‘mutual agreement’	Where any matter is to be decided by mutual agreement, sufficient information and reasonable time must be provided. Mutual agreement shall be reached by means of consensus. If consensus cannot be reached, the matter is to be referred to an independent third party for mediation. It is agreed between the Parties that the suggested third party for mediation will be the Queensland Industrial Relations Commission. In the case of a group of employees, if mutual agreement is reached with a majority of employees in the group, then the matter shall proceed according to the agreement.
‘labour hire’	The term ‘Labour Hire’ refers to the use of indirect employment arrangements (i.e. contractors or agencies) and will only be used in circumstances such as: <ul style="list-style-type: none"> • if there are no other suitably qualified employees available in the short term; • if there is a bona fide efficiency, emergency or urgent work requirement; or • if the skills required cannot be obtained internally in the short term.
‘productivity’	The effective and efficient use of resources to achieve the goals and objectives of the organisation.
‘QES’	The term ‘QES’ refers to the Queensland Employment Standards.

‘Time Off In Lieu’ Time taken off and paid for on the same equivalent as the time actually worked.

‘Union’ The term ‘Union’ refers to:

- The Australian Workers’ Union of Employees, Queensland (AWU); or
- Transport Workers’ Union of Australia, Union of Employees, (Queensland Branch) (TWU); or
- United Voice, Industrial Union of Employees, Queensland (UVQ); or
- Automotive, Metals, Engineering, Printing and Kindred Industries Union of Employees, Queensland (AMEPKU); or
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees Queensland (CFMEU).

6. Parties Bound

This Agreement shall apply to the Lockyer Valley Regional Council (Council), the employees of Council and the Union/s and their members or persons eligible to be their members employed by the Council. All employees, including trainees, commencing with Council during the duration of this Agreement shall be employed in accordance with the terms of this Agreement.

The Parties bound to the Agreement are:

1. Lockyer Valley Regional Council;
2. The Australian Workers’ Union of Employees, Queensland (AWU);
3. Transport Workers’ Union of Australia, Union of Employees, (Queensland Branch) (TWU);
4. United Voice, Industrial Union of Employees, Queensland (UVQ);
5. Automotive, Metals, Engineering, Printing and Kindred Industries Union of Employees, Queensland (AMEPKU); and
6. The Construction, Forestry, Mining and Energy, Industrial Union of Employees Queensland (CFMEU).

7. Date and Period of Operation

This Agreement shall operate for a period of three (3) years from the date of its certification, viz. 3 August 2018.

It is the intention of the Parties to begin the negotiation for a new agreement within six (6) months of the nominal expiry date of this Agreement.

8. Purpose and Objective

The purpose and objective of this Agreement is to advance Council’s corporate mission, values, goals and strategies, and to facilitate a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly, it assists Council and its

employees to maximise efficiency and effectiveness to achieve Council's goals within its Corporate and Operational Plans.

This Agreement will also serve to support Council's corporate vision to deliver sustainable services that enhance the liveability of our community while embracing our economic, cultural and natural diversity. Everything we do should contribute towards achieving our vision. This will be realised by reshaping the organisation by building a culture in line with the following corporate values:

1. Leadership;
2. Accountability;
3. Integrity;
4. Communication;
5. Customer Focus; and
6. Teamwork & Collaboration.

This process will include the following elements:

- a. That any wage increase for employees are made in accordance with Council's capacity to pay wage increases. This will ensure that we protect the future long term financial sustainability of Council and thus endeavouring to ensure long term job security for all.
- b. Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment.
- c. Commit to the achievement of continued productivity improvements to ensure Council continues to provide a high quality service to the broader Lockyer Valley community and to all Council customers.
- d. Promote a harmonious and productive work environment through ongoing cooperation between all Parties to this Agreement.
- e. Commit to maintaining a healthy and safe work environment.
- f. Focus on efficiency and productivity to ensure the Council maintains a viable and effective workforce.
- g. Promote job satisfaction by ensuring employees are adequately trained to allow them to utilise a broad range of skills in order to achieve these objectives.
- h. The Parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.
- i. Provide an environment for improved work/life balance to become an employer of choice.

9. Communication and Consultation

- a. It is agreed between the Parties that there needs to be effective two-way communication between Management, employees and Unions. To this end, the Enterprise Bargaining Team and/or Unions shall continue to meet each quarter and when necessary, to facilitate effective two-way communication regarding this Agreement, and shall be done so in the form of a Joint Consultative Committee (JCC).
- b. If Council is considering to introduce changes in production; program; organisation; structure; or technology that will have 'significant effects' on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their Union/s. In addition, it is agreed between the parties that the

introduction of a new policy, or change to an existing policy that directly affects an employer/employee relationship, will be implemented following consultation and agreement with the JCC.

- c. It is agreed between the Parties that prior to implementing changes that will have 'significant effects' on employees, consultation will occur between the Parties in keeping with provisions of the relevant Award requiring Council to properly consider the views of employees and relevant employee organisations before making or implementing a final decision.
- d. 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- e. Where the relative Award Stream makes provision for alteration of any of the matters referred to above, these alterations shall not be deemed to have any 'significant effect'.
- f. Where agreement has not been reached, either party can activate the dispute resolution process as outlined in clause 12 of this agreement.

10. Salary and Wage Increases

The following wage increases are to apply from the date of certification of this Agreement, as follows:

- Year 1 (2018) – 2.5% or \$25 (per week) whichever is greater, payable on the date of certification of the Agreement.
- Year 2 (2019) – 2.5% or \$25 (per week) whichever is greater, payable on the anniversary date of certification of the Agreement.
- Year 3 (2020) – 2.5% or \$25 (per week) whichever is greater, payable on the second anniversary date of certification of the Agreement.

A schedule of wage and salary rates to apply during the life of this Agreement is attached as **Appendix B**.

11. Classifications Covered by this Agreement

Council positions will be classified in accordance with the level definitions/characteristics provided for in the *Queensland Local Government Industry (Stream B) Award – State 2017* and the *Queensland Local Government Industry (Stream C) Award – State 2017*.

Position descriptions shall be used as the primary source of classifying positions. Council will provide to each employee a position description which will be classified in accordance with the level definitions/characteristics provided for in the above referenced Awards.

12. Dispute Resolution Process

Effective communication between staff and management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships:

- a. Any employee or employees with a genuine grievance or complaint regarding any aspect of the employment of such employee/s shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- b. While best endeavours will be made to resolve the matter as quickly as possible, if the matter is not resolved at this level within two (2) business days, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to notify the duly authorised Union official.
- c. While best endeavours will be made to resolve the matter as quickly as possible, if the matter is still not resolved after a further five (5) business days, the matter should then be referred to the Chief Executive Officer and a duly authorised Union official who shall attempt to facilitate a resolution.
- d. If after the above steps the matter remains unresolved, the employee reserves the right to refer the matter to the Queensland Industrial Relations Commission (QIRC).
- e. While the above procedure is being followed, the status quo shall prevail and unless deemed as a high-risk safety issue, work continues normally until the matter is resolved.
- f. All Parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission (QIRC) with a view to prompt settlement of the matter.
- g. The above procedures do not restrict Council or an authorised representative or duly authorised official of the Union from making representations to each other.

A visual representation of the above dispute resolution process is attached as **Appendix A**.

13. Flexible Work Practices

The Parties are committed to modernising the terms of the Agreement so it provides more flexible working arrangements; enhances the productivity of Council; improves the quality of working life; enhances skills and job satisfaction; and assists positively during any restructuring process.

Local flexibility arrangements can be put into place after consultation with employees and may involve the relevant Union(s) for the following provisions:

- a. Span of hours;
- b. Rostering and work cycles;
- c. Roster breaks;
- d. Timing of rest pauses, meal breaks and annual leave;
- e. Special projects; and
- f. Where the majority of affected staff, (i.e. 50% + one (1)) agree to the change, the change will be implemented.

All such agreements shall be in writing between the Parties and include reference to the cessation date of the agreement.

14. Span of Hours

The Parties agree to a span of work hours between 6:00 am and 7:00 pm Monday to Friday generally and otherwise by mutual agreement between the employee and the employer.

An alternative means of providing Council's services maybe set in place by mutual agreement between the employee and employer such that a normal working day may be outside the above span of hours. Such arrangements will be recorded in writing.

An employee or group of employees may commence and finish at mutually agreeable times. Council will not unreasonably refuse such requests subject to efficiency, safety, and workflow considerations. Such arrangements will be recorded in writing.

15. Hours of Work and Related Matters

15.1 Stream B

The hours of work of employees employed under Stream B of the award shall be as prescribed by the Award, subject to the following provisions.

15.1.1 Rostered Days Off (RDO)

The current four (4) day week will remain in place for the life of this Agreement.

During certain times of the year or for other genuine operational reasons, the rostered day off for an employee may be changed with consultation and mutual agreement. If no mutual agreement can be reached then the Parties must refer to the next stage in the disputes resolution process. However, rostered days off will be confined to a Monday or a Friday only.

An employee wishing to work a rostered day off may do so if mutually agreed between the employee and the relevant Manager.

Employees required to be on call or on duty during the Christmas/New Year closedown period are not required to use any part of their rostered days off during the closedown as these employees will work ordinary time during this period.

15.1.2 Review of Four Day Week

Currently, all full time operational employees work a four (4) day week. However, throughout the duration of this Agreement the effectiveness and efficiency of the current four day week will be assessed via the Joint Consultative Committee (JCC) at each meeting.

15.1.3 Other Conditions

Street Cleaning/Maintenance of Public Facilities

The parties recognise that the system of weekend street cleaning and maintenance of public facilities as it currently operates will be reviewed. As a result, the parties agree to a review being undertaken in consultation with the Joint Consultative Committee for a period of 24 months from the date of this Agreement. During that time the parties agree that changes can be made to the current system of operation based on levels of service. At the end of the term of this Agreement the parties agree that this entire clause will no longer apply and will revert to arrangements made by Management, in consultation with affected staff.

Calculation for Weekend Cleaning Rate

Hourly rate for level five (5) of the *Queensland Local Government Industry (Stream B) Award – State 2017* = \$26.99

Hourly rate for time and a half = \$40.49

Hourly rate for double time = \$53.99

Saturdays (6 Hours Work)

Six (6) hours at time and a half (6 x \$40.49 = \$242.93) + meal allowance (\$12.10) + toilet cleaning allowance (\$18.40) = \$273.43 or on average \$45.57 per hour.

Sundays (4 Hours Work)

Four (4) hours work at double time (4 x \$53.99 = \$215.84) + meal allowance (\$12.10) + toilet cleaning allowance (\$18.40) = \$246.44 or on average \$61.61 per hour.

Rates will increase annually and be recalculated using increased allowance rates, as they are made available.

The level five (5) rate was determined for reasons of parity so employees from different levels will all earn the same amount for the weekend work.

Public Facility Toilet Cleaning Allowance

Any employee engaged in public toilet cleaning will be paid double the allowance as prescribed within the *Queensland Local Government Industry (Stream B) Award – State 2017*.

15.2 Stream C

15.2.1 Rostered Days Off (RDO)

Building Trades & Engineering Services

The current four (4) day week will remain in place for the life of this Agreement.

During certain times of the year or for other genuine operational reasons, the rostered day off for an employee may be changed with consultation and mutual agreement. If no mutual agreement can be reached then the Parties must refer to the next stage in the disputes resolution process. However, rostered days off will be confined to a Monday or a Friday only.

An employee wishing to work a rostered day off may do so if mutually agreed between the employee and the relevant Manager.

Employees required to be on call or on duty during the Christmas/New Year closedown period are not required to use any part of their rostered days off during the closedown as these employees will work ordinary time during this period.

15.2.2 Review of Four Day Week

Currently, all full time operational employees work a four (4) day week. However, throughout the duration of this Agreement the effectiveness and efficiency of the current four day week will be assessed via the Joint Consultative Committee (JCC) at each meeting.

16. Time Off In Lieu (TOIL)

An employee may elect to take time off in lieu of payment for overtime at a time or times mutually agreed with the supervisor. In accordance with the Award, after sufficient time has elapsed since the accrual of TOIL, the Council may direct that such leave be taken, except where the taking of such time off has been refused by the Council, whereupon such time shall be paid to the employee at overtime rates.

- a. TOIL is to be used as part of normal operations in periods of peak workflow and/or to gain particular job efficiencies and as agreed in job specific projects.
- b. All TOIL and overtime shall be approved by the Coordinator or Manager prior to working such time.
- c. When an employee's employment terminates, any accrued TOIL balances will be paid out to the employee at overtime rates.
- d. By mutual agreement between the Council and the employee, employees may either accumulate a combined maximum of 76 hours as banked rostered days off (RDO's) or TOIL at any time.
- e. TOIL cannot be accrued in excess of this quantum without written permission of the Chief Executive Officer or relevant Executive Manager.
- f. The 76 hours accrued shall be inclusive of time required for the Christmas/New Year closedown period.

17. On Call Arrangements

The Parties agree that all employees required to be on standby (on call) that are covered under this Agreement will be paid in accordance with Section 5, Clause 18.5 of the *Queensland Local Government Industry (Stream B) Award – State 2017*.

Where multiple call outs occur in one day, time will be paid for actual time worked after the initial call out. A "call out" payment is to be paid if the call out occurs after the usual working day.

18. Employment Security

The Parties agree that the path to improved employment security is by improving the future long term financial sustainability of Council through supporting a productive, competitive and inclusive local economy, with strong economic growth, high employment, improved living standards and promoting a high performing Council that is responsive to locally decided priorities and focused on the delivery of public services in a professional way.

Therefore the implementation of productivity and efficiency initiatives will enhance the operations of the Council and the services it provides to the community. The Parties are therefore committed to optimising the job security of employees by:

- a. providing training and education for employees when required and providing retraining where appropriate;
- b. providing relevant career development while maintaining an equal opportunity approach;
- c. consulting with the Parties and employees on the introduction of any significant changes to service delivery which impacts upon staffing requirements; and
- d. considering the use of natural attrition, redeployment and retraining prior to retrenchment or redundancy.

The Parties agree to cooperate in achieving the above principles.

Labour hire personnel will only be used in accordance with the terms of the definition (see clause 5).

However, labour hire will be managed in a manner that ensures that best business needs are met without eroding job security.

19. Redundancy Arrangements

Where Council decides that it no longer wishes the job an employee/s has been doing to be done by anyone, and that decision may lead to termination of employment, Council shall consult the employee(s) directly affected and where relevant, their Union(s). Consultation shall take place as soon as it is practicable after Council has made the decision.

The Parties agree that the process referred to in the Employment Security clause (clause 18) of this Agreement will be considered before any forced redundancy is considered. When a position is made redundant, the following scale of severance payments or redeployment to lower paid duties shall apply for employees in respect of continuous local government service, including service with the Council.

- a. Severance pay based on following length of service: three (3) weeks salary for every year of service, with a proportionate payment for a part year thereof. A maximum of 78 weeks will apply.
- b. At Council's discretion, it may elect to pay out the relevant notice period instead of the employee serving this time.
- c. No severance pay shall be made pursuant to the redundancy arrangements where the employee has been redeployed into another suitable position.
- d. However, where an employee is transferred to lower paid duties because of redeployment, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Council will also maintain the income of the employee at the pre transfer rate for a period of six (6) months from the date of redeployment to the new position.

Where an employee applies to the Chief Executive Officer in writing for a voluntary redundancy and the request is subsequently approved based on agreement by Management and Executive Management that it is a genuine redundancy and the role does not need to be replaced, the severance pay will be based on the following length of service: two (2) weeks salary for every year of service, with a proportionate payment for a part year thereof. A maximum of 52 weeks will apply.

20. Leave

20.1 Flexible Recreation Leave

The Parties agree that the system of flexible recreation leave will remain in place for all employees. The system recognises the flexibility as to when employees can take their accrued recreation leave, in accordance with the following:

- a. Council currently closes down its operations for a period of time over the Christmas/New Year period with the balance of leave for employees to be taken by mutual agreement during the year. It is also agreed that the current system of a skeleton crew to work during the Christmas/New Year closedown period be continued;
- b. Administration and Library personnel will continue to take recreation leave on a flexible basis, subject to application and approval by the Coordinator or Manager;
- c. employees may accumulate recreation leave for a maximum period of two (2) years in arrears before taking such leave. Any employee not taking leave after accruing 2 years in arrears may be directed to take leave in accordance with the provisions of the Act; and
- d. every effort will be made by the Coordinator or Manager to accommodate the needs of employees to take their accrued recreation leave, however, due regard must be given to maintaining a productive and effective work unit at all times.

20.2 Bereavement Leave

Employees may be granted up to three (3) days bereavement leave, on full pay on each occasion, where the deceased person was a close friend, or related to the employee in any of the circumstances listed below:

Wife	Sister	Sister-in-law
De facto wife	Child	Son-in-law
Husband	Step-child	Daughter-in-law
De facto Husband	Step-father	Grandfather
Fiancé	Step-mother	Grandmother
Father	Half-brother	Grandson
Mother	Half-sister	Granddaughter
Father-in-law	Step-brother	Same sex partner
Mother-in-law	Step-sister	Foster Parents
Brother	Brother-in-law	Foster Siblings
Aunty	Uncle	Niece
Nephew		

Furthermore, the above entitlement extends in recognition of the diversity of the workplace and cultural kinship models any other person who is related by blood or marriage or who has a strong affinity with the employee by way of traditional or ceremonial affiliation.

Subject to relevant Executive Management approval sought through a written request, employees who wish to attend the funeral of an existing or former employee are entitled to use their annual leave balance to attend the funeral.

The Chief Executive Officer reserves the right to review written requests for longer periods of bereavement leave and to grant those requests where it is deemed appropriate by the Chief Executive Officer to do so.

Whilst the above list is quite specific as to which circumstances are covered by bereavement leave, employees can submit a request for bereavement leave to their Executive Manager for any family member or close friend. The granting of such a request will be at the respective Executive Manager's discretion.

Where an employee is required to travel for some distance outside the region to attend a funeral, additional time may be granted for travel. This will be determined by the relevant Executive Manager or Chief Executive Officer on a case by case basis.

20.2.1 Evidence to be provided by Employee

An employee who wishes to submit a request for bereavement leave must provide Council with a copy of the funeral notice or other evidence of the death the employer reasonably requires.

20.3 Compassionate Leave

Employees are entitled to two (2) days compassionate leave, on full pay on each occasion when a member of the employee's immediate family or household:

- a. contracts or develops a personal illness that poses a serious threat to the person's life; or
- b. sustains a personal injury that poses a serious threat to the person's life.

20.3.1 Evidence to be provided by Employee

An employee who wishes to take compassionate leave must provide Council with sufficient evidence to satisfy a reasonable person that the employee was taking compassionate leave because a member of the employee's family or household's life was threatened by personal illness or injury.

20.4 Personal (Sick) Leave

Personal (sick) leave entitlements will be fifteen (15) days per year with no ceiling to the total number of accrued days of personal (sick) leave an employee can accrue. Personal (sick) leave will not be paid out upon request or when an employee leaves Council.

Written requests for long-term personal (sick) leave at half pay will be subject to approval by the Chief Executive Officer on a case by case basis. Written requests for long term personal (sick) leave under this clause must be supported by a medical certificate or statutory declaration.

20.4.1 Carer's Leave

In relation to availability of paid personal (sick) leave (see clause 20.4) for the purposes of caring for an immediate family or household member who is sick and requires the employees care and support, the definition of 'immediate family' may be extended to include other persons for which the employee is the sole carer.

Requests for Carer's Leave for persons outside of the immediate family must be made to the relevant Executive Manager and may require evidence such as a medical certificate or statutory declaration to support the application.

20.5 Worker's Compensation Personal (Sick) Leave Top Up

This clause entitles an employee who has suffered a serious work related injury or illness to receive a salary 'top up' to be paid from accrued personal (sick) leave balances on workers' compensation leave, where all of the following conditions are met:

- a. the employee has lodged a workers' compensation claim with Council's insurer Local Government Workcare and the claim has been allowed and a weekly compensation rate has been agreed; and
- b. the employee has accrued personal (sick) leave balances available; and
- c. the employee was employed at the time of the injury or illness and continues to be employed; and
- d. a Local Government Workcare appointed/authorised medical specialist has certified that the employee is unable to participate in a Suitable Duties Program.

Entitlement to this provision will be decided by the Chief Executive Officer on a case by case basis following consultation with the employee concerned and or their nominated representative and the Workplace Rehabilitation Coordinator.

This clause will cease to apply when an employee's employment with Council has been terminated.

20.6 Paid Maternity / Long and Short Term Birth-Related Leave

Upon the completion of one (1) years permanent continuous service, it is agreed between the Parties that employees responsible for the care of a new child will be eligible for twelve (12) weeks paid maternity/long term birth-related leave on full pay, or twenty-four (24) weeks paid maternity/long term birth-related leave at half pay to be taken at the commencement of their leave.

It is also agreed between the Parties that for the purpose of short term birth-related/adoption leave there is a provision for leave during the actual birth of the child, or collection of the adopted child for up to two (2) days for the partner of the mother. The partner of the mother is also entitled to a maximum of two (2) weeks paid leave on full pay to be taken either conjointly or separately during the first eight (8) weeks of the arrival of the new child.

All payments will be made over and above those entitlements normally afforded to employees by the Australian Federal Government in relation to paid parental leave.

20.7 Long Service Leave

It is agreed between the Parties that employees under this Agreement will be entitled to take thirteen (13) weeks long service leave after completing the equivalent of ten (10) years full time service with Council.

Pro-rata long service leave will be available upon written request to the relevant Executive Manager or the Chief Executive Officer after the equivalent of seven (7) years full time service.

It is also agreed between the Parties that shorter breaks of one (1) week of long service leave may be taken and that long service leave may be taken at half pay, providing the application is made in writing to the Executive Manager and the Executive Manager gives written approval after considering and prioritising operational contingencies.

21. Positive Employment Relations

21.1 Workplace Delegates

Council recognises the role that workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relative Union that an employee has been appointed as a workplace delegate, the Council will recognise the employee as a workplace delegate and provide the following:

- a. reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the Union members in the workplace;
- b. Council shall not unnecessarily hinder accredited Union delegates in the reasonable and responsible performance of their duties; and
- c. reasonable access to Management representatives of the Council for the purposes of resolving issues of concern to Union members.

21.2 Conditions

Wherever possible, meetings between Council and employees should occur in normal working time. When a meeting occurs outside normal working time, the ordinary rate of pay will be paid.

21.3 Workplace Delegates' Leave

A workplace delegate shall be entitled to a paid leave of absence of up to six (6) days (non-accumulative) per person per calendar year to attend trade union training or other specific training courses approved by the relevant Union party to this Agreement.

Unions must provide at least one (1) months written notice by an employee and endorsed by the relevant Union, in advance, and in accordance with the provisions of the *Queensland Local Government Industry (Stream B) Award – State 2017* and the *Queensland Local Government Industry (Stream C) Award – State 2017*.

21.4 Right of Entry

An authorised industrial officer holding a current authority issued by the Industrial Registrar will have rights of access and entry to the premises where the work performed falls within the registered coverage of the Union and in conjunction with the relative provisions of the *Industrial Relations Act 2016*.

As such, an authorised industrial officer (officer) may enter a workplace at which the Council carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act, subject to the following conditions:

- a. the officer has notified the employer or the employer's representative of the officer's presence; and
- b. the officer produces their authorisation, if required by the employer or the employer's representative.
- c. clause (b) does not apply if, on entering the workplace, the officer discovers that the Council's representative having charge of the workplace is not present.
- d. if the officer does not comply with a condition of clause (b), the officer may be treated as a trespasser; and
- e. an officer must not wilfully obstruct the Council or an employee during the employee's working time.

A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.

21.5 Meetings

Employees will be allowed reasonable time off with pay within working hours to attend up to four (4) union meetings per year (maximum of 4 per year and no longer than 2 hours each in duration) designed to improve employment relations with the employer.

Such meeting requests must be put into writing by the relevant Union official and authorised by the Chief Executive Officer. The Chief Executive Officer shall not unreasonably withhold permission, unless for genuine operational reasons.

22. Superannuation

Due to recent legislative changes relating to choice of super fund, employees other than those under a defined benefit category can by written notice direct superannuation contributions payable be made into a fund of their choosing. If a written notice is not provided, the Council on behalf of the employees shall pay superannuation contributions payable to LGIA Super.

23. Payroll Deduction – Union Fees

The Parties agree that during the life of this Agreement, employees may elect to have Union fees deducted from the employee's wages via an approved Payroll Deduction and forwarded to the relevant Union. In all instances the necessary authorisations and approvals are to be provided by employees prior to commencement of deductions.

24. No Extra Claims

The Parties to this Agreement agree that this is a closed Agreement, and are not able to pursue any further claims during the duration of this Agreement. The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement.

25. Copy of Agreement

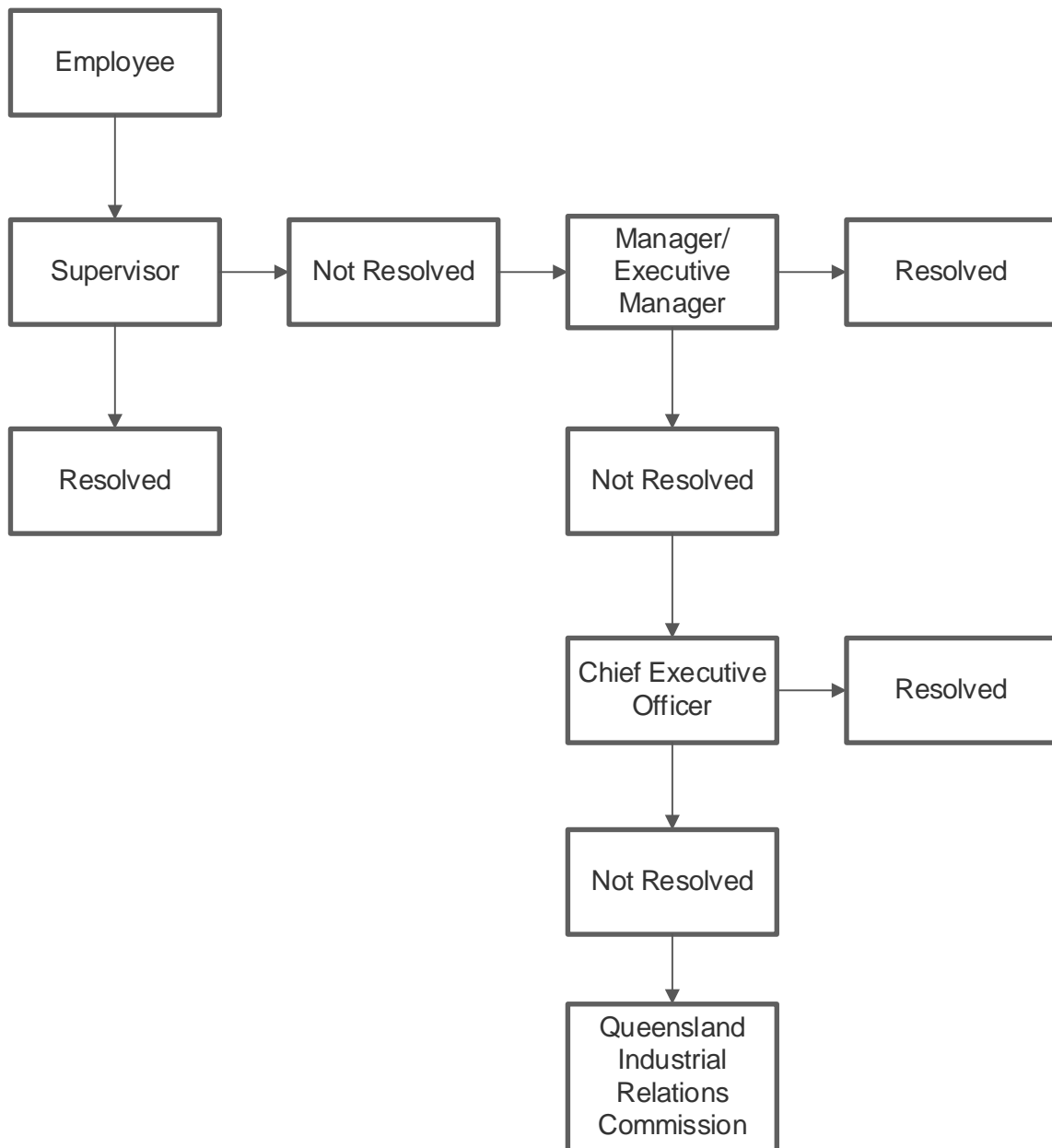
A copy of this Agreement will be made available to all employees.

26. Employer/Employee Relationship Policies

All new policies or a review of current policies relating to employer/employee relationship will be taken to the JCC for consultation and agreement.

Appendix A

Dispute Resolution Process Flow Chart



Appendix B

Schedule of Wages

Wage increases will be applied, in accordance with Clause 10 of this Agreement, in 2018, 2019 and 2020 on the date, or anniversary of the date, of certification of this Agreement.

Local Government Employees (Excluding Brisbane City Council) Award State

LEVEL	WEEKLY – CURRENT	2018 2.5% or \$25	2019 2.5% or \$25	2020 2.5% or \$25
1	\$937.08	\$962.08	\$987.08	\$1,012.08
2	\$951.87	\$976.87	\$1,001.87	\$1,026.87
3	\$967.11	\$982.49	\$1,032.49	\$1,057.49
4	\$982.49	\$1,007.49	\$1,032.49	\$1,058.03
5	\$1,000.70	\$1,025.72	\$1,051.36	\$1,077.64
6	\$1,031.44	\$1,057.23	\$1,083.66	\$1,110.75
7	\$1,061.96	\$1,088.51	\$1,115.72	\$1,143.61
8	\$1,089.63	\$1,116.87	\$1,144.79	\$1,173.41
9	\$1,120.14	\$1,148.14	\$1,176.84	\$1,206.26

Engineering Award – State

LEVEL	WEEKLY – CURRENT	2018 2.5%	2019 2.5%	2020 2.5%
C10	\$1,000.70	\$1,051.36	\$1,051.36	\$1,077.64
C9	\$1,031.44	\$1,057.23	\$1,083.66	\$1,110.75
C8	\$1,061.84	\$1,088.38	\$1,115.59	\$1,143.48
C7	\$1,089.63	\$1,116.87	\$1,144.79	\$1,173.41
C6	\$1,150.89	\$1,179.66	\$1,209.16	\$1,239.38
C5	\$1,180.58	\$1,210.09	\$1,240.34	\$1,271.35
C4	\$1,212.03	\$1,242.33	\$1,273.39	\$1,305.22

Building Trades Public Sector Award – State

LEVEL	WEEKLY – CURRENT	2018 2.5%	2019 2.5%	2020 2.5%
BT1	\$1,000.70	\$1,025.71	\$1,051.36	\$1,077.64
BT2	\$1,031.44	\$1,057.23	\$1,083.66	\$1,110.75
BT3	\$1,061.84	\$1,088.38	\$1,115.59	\$1,143.48

Hospitality Industry - Award

LEVEL	WEEKLY – CURRENT	2018 2.5% or \$25	2019 2.5% or \$25	2020 2.5% or \$25
1	\$889.66	\$914.66	\$939.66	\$964.66
2	\$925.25	\$950.25	\$975.25	\$1,000.25
3	\$951.39	\$976.39	\$1,001.39	\$1,026.39
4	\$1,000.70	\$1,025.72	\$1,051.36	\$1,077.64
5	\$1,061.84	\$1,088.38	\$1,115.59	\$1,143.48
6	\$1,089.63	\$1,116.87	\$1,144.79	\$1,173.41

Signoff by Parties Bound to Agreement

Signed for and on behalf of:
Lockyer Valley Regional Council

I.M. Church

Signature

Name in full

In the presence of:

K.M. Bunn

Signature

Name in full

06.07.18

Date

Signed for and on behalf of:
The Australian Workers' Union of
Employees, Queensland (AWU)

B. Swan

Signature

Name in full

In the presence of:

S. Stokes

Signature

Name in full

05.07.18

Date

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

P. Biagini

Signature

Name in full

In the presence of:

M. Cerrato

Signature

Name in full

11.07.18

Date

Signed for and on behalf of:
United Voice, Industrial Union of
Employees, Queensland (UVQ)

G. Bullock

Signature

Name in full

In the presence of:

M. Little

Signature

Name in full

17.07.18

Date

Signed for and on behalf of:
Automotive, Metals, Engineering, Printing
and Kindred Industries Union of Employees,
Queensland (AMEPKU)

R. Webb

Signature

Name in full

In the presence of:

E. Barlow

Signature

Name in full

12.07.18

Date

Signed for and on behalf of:
Construction, Forestry, Mining and Energy,
Industrial Union of Employees Queensland
(CFMEU)

J. Ingham

Signature

Name in full

In the presence of:

E.Eaves

Signature

Name in full

10.07.18

Date