

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – certification of an agreement*

Central Highlands Regional Council Enterprise Bargaining Agreement 2008-2011

*Matter No. CA/2008/335*

Commissioner Thompson

8 January 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 8 January 2009 the Commission certifies the following written agreement:

**Central Highlands Regional Council Enterprise Bargaining Agreement 2008-2011 - CA/2008/335**

Made between:

Central Highlands Regional Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;  
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;  
Queensland Services, Industrial Union of Employees;  
The Australian Workers' Union of Employees, Queensland;  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and  
Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

The agreement was certified by the Commission on 8 January 2009 and shall operate from 8 January 2009 until its nominal expiry on 7 January 2012.

This agreement cancels:

Emerald Shire Council Enterprise Bargaining Certified Agreement 2005 (CA/2006/149);  
Emerald Shire Council Enterprise Bargaining Certified Agreement 2005 (AG2006/3470) (on 21 March 2009);  
Bauhinia Shire Council State - Certified Agreement (CA/2005/24);  
Bauhinia Shire Council Federal Certified Agreement 2004 (AG2004/9934);  
Peak Downs Shire Council - Certified Agreement 2003 (CA/2003/304);  
Peak Downs Shire Council Enterprise Bargaining Certified Agreement 2003 (AG2003/5626);  
Duaranga Shire Council Enterprise Bargaining - Certified Agreement 2005 (CA/2005/363); and  
Duaranga Shire Council Enterprise Bargaining Agreement 2005 (AG2005/5133).

By the Commission.

Commissioner Thompson

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – certifying an agreement***Central Highlands Regional Council****ABN 79198223277****AND****The Australian Workers' Union of Employees, Queensland****ABN No 54 942 536 069****The Queensland Services Union, Industrial Union of Employees****ABN No 863 516 656 53****The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland****ABN No 73 089 711 903****Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees****ABN No 73 089 711 903****Transport Workers' Union of Australia, Union of Employees (Queensland Branch)****ABN No 80 519 643 130****The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial****Union of Employees, Queensland ABN 59 459 725 116****(No. CA/2008/335)****CENTRAL HIGHLANDS REGIONAL COUNCIL ENTERPRISE BARGAINING AGREEMENT 2008 - 2011****APPLICATION FOR CERTIFICATION OF AGREEMENT**

This Agreement, made under the *Industrial Relations Act 1999* on 12 December 2008 between Central Highlands Regional Council, ABN 79 198 223 277, and The Australian Workers' Union of Employees, Queensland, ABN 54 942 536 069 The Queensland Services Union, Industrial Union of Employees ABN 863 516 656 53, The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland ABN 73 089 711 903, Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees ABN 73 089 711 903, Transport Workers' Union of Australia, Union of Employees (Queensland Branch), ABN No 80 519 643 130, The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland ABN 59 459 725 116, witnesses that the parties mutually agree as follows:

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## **PART 1 - PREAMBLE**

The Council's overall strategy for enterprise bargaining extends beyond the current bargaining round. Its goals are to achieve more equitable pay outcomes for all employees and to reduce the number of agreements.

Through this agreement, the development of strong cooperative relationships between the Council, its employees and the unions bound by this agreement will be facilitated. These relationships will be characterized by openness, transparency and a commitment to effective consultation.

This agreement establishes a new focus, aimed at providing a stronger service-wide context for enterprise bargaining and pay outcomes.

With this in mind, the objectives of this agreement are to:

- provide a fair and equitable pay outcome;
- provide fair and equitable entitlements and consistency in conditions across the Central Highlands Regional Council;
- foster relationships between the parties to this agreement that are based on mutual respect, trust and preparedness to consider alternative viewpoints;
- promote a balance between work and personal commitments;
- provide a safe and healthy workplace; and
- provide rewarding jobs and ensure that all employees are appropriately valued and rewarded.

Through this agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working.

## **SECTION A - Technical Matters**

### **1. Title**

This agreement shall be known as the Central Highlands Regional Council Enterprise Bargaining Agreement 2008 - 2011 and shall be made in the Queensland Industrial Relations Commission.

### **2. Definitions**

**Award** – The Awards set out in Clause 6.

**Council** – Central Highlands Regional Council

**Date of Effect** – the date of conclusion of the successful ballot (subject to certification by the Queensland Industrial Relations Commission).

**Local Government Officers Award 1998 (State)** – means the original award as provided for under s747 of the Industrial Relations Act 1999 as at the date of certification of this agreement.

**Productivity** – Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include:

- the provision of the same levels and quality of services at a lesser input;
- the provision of a greater level of customer service at the same or lesser input;
- the development of a capacity to provide increased services in those work units where growth is occurring;
- updating technology;
- an agreed combination of the above.

**Union** – The Unions listed as party to this agreement.

### 3. Application

This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to any employee appointed to a position pursuant to a written contract of employment, where:

- a) the contract states that the agreement will not apply to the terms and conditions applicable to the employee; and
- b) the terms and conditions of the contract did not result, on balance, in a reduction of the overall terms and conditions of employment applicable to the employee under this agreement.

The terms and conditions of the relevant awards listed in this Agreement shall apply unless excluded or modified as an expressed term of this Agreement.

### 4. Renegotiation

The parties undertake to commence discussions for renegotiation of this agreement at least six (6) months prior to the expiry date.

### 5. Parties Bound

The parties to this agreement are Central Highlands Regional Council ABN 79 198 223 277 and its employees and the following unions:-

- The Australian Workers' Union of Employees, Queensland (AWU) ABN 54 942 536 069,
- The Queensland Services Union, Industrial Union of Employees (QSU) ABN 863 516 656 53,
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU) ABN 73 089 711 903,
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA) ABN 73 089 711 903
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) ABN 80 519 643 130,
- The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU) ABN 59 459 725 116

### 6. Relationship to Parent Awards

This agreement shall be read and interpreted wholly in conjunction with the parent awards listed below, provided that where there is any inconsistency between this agreement and the parent awards listed below, this agreement shall take precedence to the extent of the inconsistency.

- Local Government Employees (Excluding Brisbane City Council) Award – State 2003
- Queensland Local Government Officers Award 1998 (State)
- Engineering Award – State 2002
- Building Trades Public Sector Award – State 2002
- Municipal Baths Award - State 2003
- Award for Accommodation and Care Services Employees for Aged Persons – State (Excluding South-East Queensland) 2004

## **7. No Extra Claims**

This agreement contains the agreed major change strategies to be pursued in the life of this Agreement. It is agreed that there will be no extra claims by the parties in the life of this agreement beyond those negotiated, except where consistent with a wage case decision or any other decision of the Industrial Relations Commission which overrides this agreement.

## **8. Date and Period of Operation**

This Enterprise Bargaining Agreement shall operate, in accordance with its terms from the date of signing of the agreement by all relevant Unions (subject to certification by the Queensland Industrial Relations Commission) and shall remain in place for a period of three years.

## **SECTION B - Positive Employment Relations**

### **9. Purpose and Objectives of the Agreement**

- 9.1. This Agreement facilitates 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. This process will include the following elements:
- 9.1.1. Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
  - 9.1.2. Commit to achieving continued productivity improvements and work practices to ensure provision of a quality service to the community and the Council's customers.
  - 9.1.3. promote a harmonious and productive work environment through ongoing cooperation and consultation.
  - 9.1.4. Commit to maintaining a healthy and safe work environment.
  - 9.1.5. Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
  - 9.1.6. Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
  - 9.1.7. The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.
  - 9.1.8. The Council will, upon engagement of a new employee, advise the employee of this agreement and where they can locate a copy of this agreement.

### **10. Membership of Local Government Employment Group (LGEG)**

A Single Bargaining Unit (SBU) comprising of the delegates and officials of the unions representing employees of Council and including unions which are parties to this agreement is recognised by Council.

The SBU representatives and Council management representatives will form the membership of the Local Government Employment Group (LGEG) which has negotiated this agreement and will monitor and implement this agreement. The LGEG will meet every three (3) months if requested by the SBU provided that a quorum can be reached. Such meetings are to be facilitated by the SBU.

### **11. Working Group**

A working group will also be formulated to devise strategies for the next industrial agreement that are innovative and creative and will provide outcomes that provide productivity and efficiency to Council as well as a good (healthy) work life balance for employees.

### **12. Union Right of Entry**

#### **12.1 Authorised industrial officer**

- (a) An “authorised industrial officer” is any union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.

## **12.2 Entry procedure**

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the Council or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 12.2(a) (i) does not apply if the authorised industrial officer establishes that the Council or other person in charge is absent
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry
- (d) If the authorised industrial officer intentionally disregards a condition of clause 12.2 the authorised industrial officer may be treated as a trespasser.

## **12.3 Inspection of records**

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the Council that the employee does not want that employee’s record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the Council.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

## **12.4 Discussions with employees**

An authorised industrial officer is entitled to discuss with the Council, or a member or employee eligible to become a member of the union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the union, during non-working time.

## **12.5 Conduct**

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

## **13. Union Encouragement**

### **Preamble**

Clause 13 gives effect to section 110 of the Industrial Relations Act 1999 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 Union.

### **13.1 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.

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

### **13.2 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.

### **13.3 Deduction of union fees**

The Employer shall, on the request in writing 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.

## **14. Dispute Settlement/Resolution**

Effective communication between employees and Council management is a prerequisite to good industrial relations and the following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement.

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps at the workplace

### **Stage 1**

Any employee or employees with a grievance or complaint regarding the interpretation or implementation of this agreement will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.

### **Stage 2**

If the matter is not resolved at this level, the employee/s shall discuss the matters at issue with the next higher level of management.

### **Stage 3**

Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and the employee/s who may elect to be represented by an authorized officer of their respective union or other person as requested.

### **Stage 4**

If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved arbitration.

While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

The above procedures do not restrict Council or an authorized officer of the union from making representations to each other at any stage of this procedure.

## **SECTION C - Job Security**

### **15. Filling of Vacant Positions**

All positions must have a position description. All positions will be classified in accordance with the level definitions provided for in the parent award, unless specified otherwise in this agreement.

Where Council considers there to be a sufficient suitably qualified applicant pool internally, Council will call positions internally in the first instance. Where Council considers there is an insufficient suitably qualified applicant pool internally, then Council will call positions simultaneously internally and externally. Selection shall be made based on merit in all cases.

### **16. Casual Employment**

A casual officer who has been engaged shall, at the completion of 12 months service, have the right to elect to have their employment converted to permanent full time or permanent part time employment if it could be reasonably expected that their employment is to continue. The Council shall advise the employee in writing of their right to elect to have their employment converted to full time or part time employment. The employee retains his or her right of election if the Council fails to comply with this sub clause.

An employee who elects to convert shall be employed as either a permanent part time or permanent full time officer according to the pattern or ordinary hours worked in the preceding 12 month period or otherwise by mutual agreement in writing.

Part time loading does not apply to any part time work.

## **SECTION D - Types of Employment**

### **17. Full Time**

The *Queensland Local Government Officers Award 1998 State (The Queensland Local Government Officers Award 1998 State – which is now taken to be a state award)* provides for 36.25 hours per week with officers who supervise State Award employees working the same hours as the employees that they supervise, the *Local Government Employees (excluding Brisbane City Council) Award – State 2003 (State Award)*, the *Engineering Award – State 2002* and the *Building Trades Public Sector Award – State 2002* provide for 38 hours per week.

### **18. Part Time**

The *Officer's Award* (now taken to be a state award) provides for hours to be worked less than normal weekly hours specified for full time Officers and a pattern of work to be agreed on engagement.

The *State Award* and the *Building Trades Public Sector Award – State 2002* provides for more than 10 but less than 38 hours per week to be worked and employment to be on pre-determined days of the week for a regular number of hours. The *Engineering Award – State 2002* provides for employment for a regular number of hours averaging less than 38 per week.

Part time loading does not apply to any part time work.

### **19. Casual**

The *Officers Award* (now taken to be a state award) prescribes employment on an hourly basis with a minimum engagement of 3 hours. The *State Award* provides: Upon engagement, a weekly or casual basis of employment must be stipulated with a 3 hour minimum on each engagement. Also a 2 hour minimum engagement applies to employees engaged in hospitality, cemetery, cleaning or caretaking. Under the *Engineering Award* casuals are engaged and paid on an hourly basis. Under the *Building Trades Award*, employees are employed by the hour for less than the maximum ordinary hours per week prescribed for a full time employee.

## **SECTION E - Hours of Work**

### **20. Flexible Working Arrangements**

Subject to the approval of the Chief Executive Officer all employees may be able to access flexible work arrangements including job sharing, part-time work or working from home. These arrangements may take one of the following forms:-

**Job Share** - Subject to the approval of the Chief Executive Officer, an employee may elect to reduce his or her hours of work to the level and work pattern of their choice by job share arrangements provided a written request is provided to the Council. If approved, all benefits shall be paid pro-rata to part time employees. No loading will be paid for this part time work. In notification the employee shall clearly indicate whether the request to job share is for a fixed period or permanent. It is envisaged that job share arrangements will generally be available where circumstances are considered suitable and operationally convenient by the Chief Executive Officer.

**Part-Time Work** - Subject to the approval of the Chief Executive Officer, an employee may elect to work part time hours in accordance with the terms of this agreement and any underpinning Award. No loading will be paid for this work. It is envisaged that part time work arrangements will generally be available where circumstances are considered suitable and operationally convenient by the Chief Executive Officer.

**Home Based Work Arrangements** - Home based work is an innovative response to the opportunities presented by changes in technology as well as issues including greater flexibility of working hours and matters involving persons with family responsibilities.

Home based employees will be permanent employees of the Council and their terms and conditions of employment will be covered by a specific home based work agreement entered into by the Council and the employee which will cover matters such as insurance, equipment, access arrangements, security, workplace health and safety, workers compensation.

No employee will work from home until such an agreement is entered into between the Council and employee and is agreed to by the Chief Executive Officer. It is envisaged that home based work arrangements will generally be available for project work or where circumstances are considered suitable and operationally convenient by the Chief Executive Officer.

**TOIL** – TOIL (Time off in lieu) must be pre-approved and managed by the Supervisor in a TOIL register. If granted TOIL will be on an hour for hour basis.

## **21. Span of Hours**

The ordinary hours of work may be worked between 5.00 am and 6.00 pm.

## **22. Rostered Days Off**

A nine (9) day fortnight will apply to the following employees:-

- a) Local Government Employees (Excluding Brisbane City Council) Award – State 2003 employees
- b) Queensland Local Government Officers Award 1998 (State) employees only where it is operationally more convenient for these employees to work a nine (9) day fortnight due to their specific role within the organization (e.g. Supervisors engaged under the Queensland Local Government Officers Award supervising Local Government Employees (Excluding Brisbane City Council) Award employees and storemen.
- c) Engineering Award – State 2002 employees
- d) Building Trades Public Sector Award – State 2002 employees
- e) Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 employees who work within the areas covered above.

A nineteen (19) day month will apply to the following employees:-

- f) Queensland Local Government Officers Award 1998 (State) employees
- g) Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 employees who work within the areas covered above.

Rostered Days Off will be scheduled in a rostering system for each specific workgroup.

If staff are required to work on scheduled rostered day off, the rostered day off will be deferred to an agreed time by both parties, or, banked. Employees will be able to bank up to five (5) rostered days off. If rescheduling or banking of the rostered day off can not be reasonably agreed upon, the Chief Executive Officer or delegate can authorize payment for the rostered day off worked, to be paid at applicable award overtime rates. Paid overtime in this circumstance extinguishes the rostered day off.

Further, when an employee who has rostered days off banked, takes leave, such rostered days off are to be taken as part of that leave, prior to any annual leave and/or long service leave being taken.

## **SECTION F - Rates of Pay and Pay Related Matters**

### **23. Salary Increase**

The Council agrees to pay employees a wage increase of:-

- 4.0% effective from date of effect of this agreement and backdated to 01 July 2008;
- 4.0% effective from 04 July 2009 the first full pay period on or after 01 July 2009; and
- 4.0% effective from 03 July 2010 the first full pay period on or after 01 July 2010.

Any wage or safety net adjustments to the parent awards granted by the Queensland Industrial Relations Commission during the life of this agreement, shall not flow to any employees and are incorporated into the above increases.

### **24. Foremen / Supervisors**

Queensland Local Government Officers Award 1998 (State) employees supervising Local Government Employees (Excluding Brisbane City Council) – State 2003 employees are to be paid for the 38 hr/week worked, at the hourly rate calculated for 36.25hrs/week. All hours worked in excess of 38hrs/week are to be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25hrs/week.

### **25. Travel Time Depot to Job site**

Where Council requires employees to report to the usual depot and then travel to the job site in excess of 5km from the depot the following shall apply:

- a) Travelling time outside the ordinary working hours relating to travel between the depot and the job site for all employees required to travel will be paid for at the overtime rate applicable in the parent award,
- b) This clause does not apply in any other circumstances, including travel to conferences and/or training that is deemed by the Chief Executive Officer as professional development.

### **26. Part-time Loading**

Subject to the approval of the Chief Executive Officer, an employee may elect to work part-time hours in accordance with the terms of this agreement and any underpinning award. No loading will be paid for this work. Any employee already receiving part time loading shall maintain such benefit until their employment status changes.

### **27. Pay Rates for Juniors**

Eighteen (18), nineteen (19) and twenty (20) year olds employed under the Local Government Officers' Award 1998 shall, after the completion of 12 months continuous service to the satisfaction of their supervisor (not counting any period served as a trainee) be progressed to level 1 increment 1 as a minimum.

### **28. Salary Packaging/Salary Sacrifice**

It is agreed between the parties that all employees may have their normal superannuation contributions or may have a portion, in excess of the Superannuation requirements, of their salaries/wages paid directly into the Local Government Superannuation Scheme. To facilitate this, a written "salary sacrifice" agreement must be implemented to allow such contributions from "before tax" pay.

The parties agree that the employees must seek independent financial advice on salary sacrificing from an appropriately qualified financial advisor and enter into an agreement through a third party (e.g. RemServ) for items other than superannuation and/or approved "in house" items.

The parties agree that employees can, subject to the above condition, make application to sacrifice pre-tax salary (provided there is no cost to Council including GST, FBT and administration and the proposed arrangement complies with the Australian Taxation Office guidelines and the Superannuation guidelines) other items such as but not limited to novated lease of a motor vehicle, private health insurance.

The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee.

## **SECTION G - Allowances**

### **29. on Call Allowance**

- (a) Monday to Saturday - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid twenty-five dollars (\$25) for each day and/or night during which the employee remains on call.
- (b) Sunday - Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for their ordinary working day:
- provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by their respective Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of hours the employee usually works in an ordinary working day;
  - provided further that, if the time worked by the employee at overtime rates is equal to or more than the period of hours the employee usually works in an ordinary working day, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.
- (c) Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.
- (d) Employees on call who are called out to perform work on one of their ordinary working days shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, at a minimum payment of 2 hours at the prevailing overtime rate, with the minimum payment for work performed on a Saturday and Sunday is 1 1/2 hours at the prevailing overtime rate.
- (e) An employee shall only be entitled to a minimum payment for one callout per day. Any other callouts during that day will be paid at prevailing overtime rates for actual time worked.
- (f) An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the Council's premises outside ordinary hours to perform a specific job.

### **30. Camp Allowance**

Where it is necessary for an employee to live in a camp provided by the Council free of charge, such employee will be paid a camping allowance of:-

- Thirty-five dollars (\$35) from the date of effect of this agreement;
- Thirty-five dollars (\$35) effective from 12 months after the date of effect of this agreement; and
- Forty (\$40) effective from two (2) years after the date of effect of this agreement.

for each day (including Saturday and Sunday) the employee lives in the camp. Provided that the camping allowance shall not be less than that provided for in the relevant award. The employee will provide personal items including cooking utensils, food and linen. The establishment of camps must be with the approval of the Chief Executive Officer.

### **31. Meal Allowance**

An employee, other than an employee living in camp, shall be supplied with a reasonable meal at the Council's expense or be paid twenty dollars (\$20) in lieu at all meal breaks during overtime as prescribed in the relevant award.

### **32. Toilet Allowance**

Employees required to clean toilets, shall be paid an allowance at the rate of seven dollars (\$7.00) per day for each day that the employee actually cleans the toilets.

### 33. Sleeper Cab Allowance

An employee required to take an overnight rest break when away from the area and who uses the sleeper cab in the truck, shall be entitled to a payment rate of seventy dollars (\$70) per night sleeper cab rest allowance. The use of the sleeper cab is subject to not more than one (1) night in every seven (7) days and provided the employee agrees to its use. This allowance includes the cost of meals and use of shower and ablution amenities.

## SECTION H - Leave Entitlements

### 34. Carers' Leave

Any employee with responsibilities for the care and support of:-

- A spouse or de facto spouse with whom the employee lives;
- A child or adult child, parent, grandparent or sibling
- Another household member, including a same sex partner

Shall be entitled to use any current or accrued sick leave entitlement for absences to provide care and support for such persons when they are ill, require transport to doctor's appointments, for related medical purposes, or as a result of a breakdown of care arrangements. Such leave of absence with pay may be taken for a day or part of a day. This leave taken in excess of 2 days will require supporting medical evidence or in the event where it can be determined that no medical practitioner is available a statutory declaration.

### 35. Parental (Maternity/Paternity/Adoption) Leave

After two (2) years continuous service employees may be granted parental leave (maternity/paternity/adoption leave) of (6) weeks on full pay or 12 weeks on half pay if:

- (a) The leave is associated with:
  - (i) the birth of a child, being a child who is born to the employee or the employee's spouse or de facto partner; or
  - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has or will have the primary responsibility of the care of the child during this period.

### Return to part time work after maternity leave

Employees may apply to work part time following a period of maternity leave.

An application for part time work under this provision must be made in writing and must:

- a) state that it is an application to return to work on a part time basis by written notice being given to the employer at least 14 days before the start of the parental leave; or if the leave has been started, 14 days before the leave ends; and
- b) state the dates the return to work on a part-time basis is to start and end; and
- c) state the impact the refusal of the application might have on the employee and the employee's dependants; and
- d) be accompanied by a statutory declaration by the employee stating the employee is seeking to work on a part-time basis so the employee can continue to be the child's primary caregiver when not at work.

Part time leave loading does not apply to this work.

### 36. Bereavement Leave

Employees may be granted up to five (5) days bereavement leave, on full pay on each occasion, where the deceased person was related to the employee in any of the following circumstances:-

Wife/Defacto Wife	Husband/Defacto Husband	Father/Father In Law
Mother/Mother In Law	Step Father	Step Mother
Brother	Sister	Child/Step Child
Half/Step Brother	Half/Step Sister	Brother/Sister In Law
Son/Daughter In Law	Grandfather	Grandmother

Grand Son	Grand Daughter	
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This shall be subject to the production of satisfactory evidence of death to Council or the completion of a statutory declaration.

The Chief Executive Officer, at his discretion, may grant leave on the occasion of other persons additional to the abovementioned relatives and may grant more than five (5) days bereavement leave, depending on the personal circumstances of the employee.

### **37. Annual Leave**

Every employee covered by this agreement, other than a casual officer or a regular part time officer (whose pro rata entitlement shall be ascertained in accordance with their respective award) shall, subject to the provisions contained within the respective award be entitled at the end of each year of employment to annual leave on full pay (with appropriate loading as provided in the relevant award) of five (5) weeks.

It is agreed between the parties that annual leave accrued must not exceed two (2) years entitlements. Any accrual in excess of two (2) years is to be taken during the life of this agreement. The period for taking the accrued excess leave is to be mutually agreed between employee and Council. The Chief Executive Officer may, in special circumstances, allow an accrual of annual leave in excess of two (2) years entitlement where employees are planning to take extended leave.

This provision shall take effect from the date of effect of this enterprise bargaining agreement.

### **38. Long Service Leave**

All employees may take accrued pro rata long service leave once the pro rata entitlement is due (i.e. seven (7) years) upon mutual agreement between the employee and Council. The minimum amount of pro rata long service leave that can be taken is two (2) weeks. To facilitate this, a written request is required.

Long service leave entitlements in excess of thirteen (13) weeks are to be taken by employees during the life of this agreement; however the Chief Executive Officer has discretion to extend this provision for reasonable reasons upon receipt of a written request from an employee. The period for taking the accrued excess leave is to be mutually arranged between the employee and Council.

### **39. Workers Compensation Top Up From Sick Leave**

Where employees are receiving work cover payments, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of fifteen (15) days in their sick leave accruals.

### **40. Trade Union Training Leave**

Paid leave of absence of up to five (5) days per calendar year will be granted to employees who are recognized Union delegates to attend trade union training, ACTU or specific union courses approved by the Branch Executive of the union. Provided that Council shall only be obliged to pay for not more than a total of twenty (20) days per year in training leave in total. Additional days may be approved at the Chief Executive Officer's discretion.

### **41. Sick Leave**

Every employee, except casuals, pieceworkers, and school-based apprentices and trainees employed under the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, Engineering Award – State 2002, Building Trades Public Sector Award – State 2002 is entitled to 76 hours sick leave for each completed year of their employment with Central Highlands Regional Council effective from the date of effect of this agreement.

## **PART 2 – TRANSITION AGREEMENT**

### **1 Title**

This Transition Agreement shall form part of the Central Highlands Regional Council Enterprise Bargaining Agreement 2008 – 2011.

## **2 Background**

As part of the Local Government Reform the former Shires of Emerald, Bauhinia, Duaranga and Peak Downs ceased to exist and the new Central Highlands Regional Council was formed.

Transition employees, referred to in this transition agreement, are those permanent employees who were previously employed by the Emerald, Bauhinia, Duaranga or Peak Downs Shire Councils and who transitioned and became employees of the new Central Highlands Regional Council as at 17 March, 2008 and new employees engaged since amalgamation.

All employees, including transition employees, of the Central Highlands Regional Council are covered by the Central Highlands Regional Council Enterprise Bargaining Agreement 2008 – 2011. Transition employees only are covered by this transition agreement.

## **3 Scope**

This transition agreement is between the Central Highlands Regional Council, transition employees and the following Unions:-

- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Federated Engine Drivers' and Firemen's' Association of Queensland, Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Queensland Services Union, Industrial Union of Employees (QSU),

## **4 Duration**

This transition agreement commences on the date of effect of the Central Highlands Regional Council Enterprise Bargaining Agreement 2008 – 2011 and is in operation only until the expiration of that agreement. The intent is that it will apply to the transition employees of the Central Highlands Regional Council for as long as each of them remains a Central Highlands Regional Council employee or until the expiration of the agreement whichever is the sooner.

## **5 Intent**

It is the intent of the Council and the unions that transition employees are not, overall, disadvantaged by the Local Government Reform.

## **6 No forced relocations**

There will be no forced relocations of transition employees for the term of this transition agreement.

Relocation expenses are to be paid by the Council, where as a result of the reform there is an obligation to change the work location of the transition employee and the Chief Executive Officer determines that it would be impractical for the employee to continue to reside at the former location and unreasonable to require a person to do so.

Where a transition employee is not able to relocate, Voluntary Redundancy is a last resort option following exhaustion of other redeployment options such as deployment to another position, re-training, re-skilling etc in accordance with the Local Government Workforce Transition Code of Practice.

## **7 No forced redundancies**

There will be no forced redundancies of transition employees for the term of this transition agreement.

The range of employment options should be fully explored for transition employees who are deemed to be surplus, following the reform or any restructure resulting from the reform. These options can include redeployment or appointment to another position.

The offering of Voluntary Redundancy packages to surplus transition employees should be a last resort option after all other possible alternatives have been explored and exhausted.

The offering of Voluntary Redundancy is subject to Australian Taxation Office policy and approval.

Transition employees are responsible for obtaining personal financial advice before accepting the offer of a Voluntary Redundancy.

## 8 Re-classification

Where a transition employee is deployed to a position in the new or adjusted local government which is one classification lower than their current classification, this must occur by agreement. However where possible the position will be re-designed (additional duties included) in order to re-classify the position and bring the work value up to the level which the transition employee was previously engaged. Where the position is re-classified in this manner, the transition employee shall be actively involved in any re-training or re-skilling necessary to fulfil the new role.

Where it is not possible to re-classify the new position, income maintenance shall occur for that transition employee for the period of this transition agreement.

## 9 Redundancy provisions

Redundancy provisions for transition employees for the term of this transition agreement shall be in accordance with the Voluntary Redundancy Entitlements of the Local Government Workforce Transition Code of Practice. Attachment 1

## 10. Travel

Where transition employees are required to travel an excessive distance (e.g. one area office to another) in order to fulfil the requirements of their role, the transition employee shall be provided, wherever possible, with a Council vehicle for this purpose. Where a Council vehicle cannot be provided and the transition employee uses their own motor vehicle, such use must be pre-approved and a travel allowance shall be paid to the transition employee.

## PART 3 – SCHEDULE OF WAGES

**Note: These figures do not include any allowances payable.**

<b>Building Trades Public Sector Award – State</b>					
Classification	Award rate as at 30 June 2008	Wages parity as at 1 July 2008	4% increase as at 1 July 2008	4% Increase 2nd year from 4 July 2009	4% Increase 3rd year from 3 July 2010
BW 1 (a)	557.60	683.40	710.80	739.30	768.90
BW 1 (b)	570.10	698.70	726.70	755.80	786.10
BW 1 (c)	578.50	709.00	737.40	766.90	797.60
BW 1 (d)	588.50	721.30	750.20	780.30	811.60
BW 2	603.50	739.70	769.30	800.10	832.20
BT 1	622.20	765.10	795.80	827.70	860.90
BT 2	643.10	788.10	819.70	852.50	886.60
BT 3	663.90	811.00	843.50	877.30	912.40

<b>Engineering Award – State</b>					
Classification	Award rate as at 30 June 2008	Wages parity as at 1 July 2008	4% increase as at 1 July 2008	4% Increase 2nd year from 4 July 2009	4% Increase 3rd year from 3 July 2010
C14	528.40	661.60	688.10	715.70	744.40
C13	545.10	680.10	707.40	735.70	765.20
C12	567.60	704.90	733.10	762.50	793.00
C11	588.50	727.90	757.10	787.40	818.90
C10	622.20	772.40	803.30	835.50	869.00
C9	643.10	788.10	819.70	852.50	886.60
C8	663.90	811.00	843.50	877.30	912.40
C7	682.80	831.90	865.20	899.90	935.90
C6	724.50	877.90	913.10	949.70	987.70
C5	744.80	900.20	936.30	973.80	1,012.80
C4	766.20	923.80	960.80	999.30	1,039.30
C3	807.90	969.80	1,008.60	1,049.00	1,091.00
C2 (a)	828.80	992.80	1,032.60	1,074.00	1,117.00
C2 (b)	866.50	1,034.40	1,075.80	1,118.90	1,163.70

<b>Local Government Employees (Excluding Brisbane City Council) Award State</b>					
Classification	Award rate as at 30 June 2008	Wages parity as at 1 July 2008	4% increase as at 1 July 2008	4% Increase 2nd year from 4 July 2009	4% Increase 3rd year from 3 July 2010
Level 1 (first 6 months)	568.10	660.37	686.80	714.30	742.90
Level 1	578.50	716.90	745.60	775.50	806.60
Level 2	588.90	728.40	757.60	788.00	819.60
Level 3	599.30	739.80	769.40	800.20	832.30
Level 4	609.80	751.40	781.50	812.80	845.40
Level 5	622.20	765.10	795.80	827.70	860.90
Level 6	643.10	788.10	819.70	852.50	886.60
Level 7	663.90	811.00	843.50	877.30	912.40
Level 8	682.80	831.85	865.20	899.90	935.90
Level 9	703.60	854.77	889.00	924.60	961.60

<b>Queensland Local Government Officers' Award 1998</b>					
Classification	Award rate as at 30 June 2008	Wages parity as at 1 July 2008	4% increase as at 1 July 2008	4% Increase 2nd year from 4 July 2009	4% Increase 3rd year from 3 July 2010
Level 1 - 1	30,770	37,100	38,584	40,128	41,734
Level 1 - 2	31,283	37,725	39,234	40,804	42,437
Level 1 - 3	32,104	38,725	40,274	41,885	43,561
Level 1 - 4	32,873	39,661	41,248	42,898	44,614
Level 1 - 5	33,642	40,598	42,222	43,911	45,668
Level 1 - 6	34,306	41,408	43,065	44,788	46,580
Level 2 - 1	35,085	42,357	44,052	45,815	47,648
Level 2 - 2	35,854	43,350	45,084	46,888	48,764
Level 2 - 3	36,623	44,419	46,196	48,044	49,966
Level 2 - 4	37,132	45,491	47,311	49,204	51,173
Level 3 - 1	37,900	46,560	48,423	50,360	52,375
Level 3 - 2	38,388	47,631	49,537	51,519	53,580
Level 3 - 3	39,157	48,700	50,648	52,674	54,781
Level 3 - 4	39,926	49,770	51,761	53,832	55,986
Level 4 - 1	40,694	50,839	52,873	54,988	57,188
Level 4 - 2	41,463	51,910	53,987	56,147	58,393
Level 4 - 3	42,128	52,979	55,099	57,303	59,596
Level 4 - 4	42,897	54,050	56,212	58,461	60,800
Level 5 - 1	43,665	55,119	57,324	59,617	62,002
Level 5 - 2	44,330	56,189	58,437	60,775	63,206
Level 5 - 3	45,099	57,258	59,549	61,931	64,409
Level 6 - 1	46,380	59,042	61,404	63,861	66,416
Level 6 - 2	47,661	60,824	63,257	65,788	68,420
Level 6 - 3	48,943	62,609	65,114	67,719	70,428
Level 7 - 1	50,224	64,391	66,967	69,646	72,432
Level 7 - 2	51,505	66,174	68,821	71,574	74,437
Level 7 - 3	52,786	67,958	70,677	73,505	76,446
Level 8 - 1	54,324	70,097	72,901	75,818	78,851
Level 8 - 2	55,861	72,237	75,127	78,133	81,259
Level 8 - 3	57,399	74,376	77,352	80,447	83,665
Level 8 - 4	58,842	76,386	79,442	82,620	85,925
Level 8 - 5	60,285	78,395	81,531	84,793	88,185

## **ATTACHMENT 1 – VOLUNTARY REDUNDANCY ENTITLEMENTS**

1. Voluntary Redundancy packages provided by this agreement are compensation for loss of job tenure.
2. The offering of Voluntary Redundancy packages must comply with Australian Taxation Office requirements.
3. A Voluntary Redundancy package shall include the following:
  - Accrued recreation leave;
  - Accrued long service leave for employees who have worked for at least one year, on the basis of award entitlements for each year of continuous service and a proportionate amount for an incomplete year of service.
  - A severance benefit of two (2) weeks pay per year of service and a proportionate amount for an incomplete year of recognised service paid at the employee’s substantive appointed level. The minimum payment is four (4) weeks pay and the maximum is 52 weeks, provided that no employee shall receive less than the severance benefit under the Termination, Change and Redundancy Statement of Policy issued by Queensland Industrial Relations Commission.
4. Tenured part-time employees whose work is declared surplus to requirements shall be entitled to a severance benefit. The benefit is calculated on two (2) weeks full-time pay per year of service and a proportionate amount for an incomplete year of recognised service (minimum four (4) weeks, maximum 52 weeks). The benefit is calculated on total full-time equivalent years of service.
5. Employees who hold two or more tenured part-time jobs shall be entitled to a severance benefit calculated only on the proportion of full-time equivalent years of service applicable to the part-time job from which they are declared surplus.
6. Incentive payments in addition to severance benefit may be offered once only to encourage employees to exit the employ of the local government on/by a specified date. The payment will be \$6,500 or eight (8) weeks’ pay at the employee’s substantive level, whichever is the greater.
7. The incentive payment reduces by the equivalent of one (1) week’s pay for each week the employee delays leaving the employ of the local government after the specified date.
8. Tenured part-time employees who are offered an incentive payment shall be entitled to a proportion of the incentive payment, which will be adjusted to reflect the proportion of full-time hours worked by the employee. For example, if .5 is the proportion of full-time hours worked by an employee for the position, the incentive payment applicable be \$3,250 or eight (8) weeks salary, calculated at the employees usual part-time rate (i.e. in this example, .5) whichever is the greater.
9. Incentive payments do not apply to employees who are unsuccessful in seeking deployment or redeployment.
10. The incentive payment includes payment in lieu of notice.
11. In the case of CEOs, the incentive payment may only be offered once to encourage CEOs to exit on or by a specified date. The incentive payment to CEOs is in recognition of the “non voluntary” nature of these terminations. The payment will be ten (10) weeks pay at the substantive level, provided that the Redundancy offer is accepted within fourteen (14) days of the offer being made. The incentive will apply immediately on expiration of the specified termination date.
12. Superannuation benefit is calculated according to the formula prescribed under the conditions of the superannuation scheme of which the employee is a member.

## **PART 4 - SIGNATORIES**

- Central Highlands Regional Council ABN 79 198 223 277
- Australian Workers’ Union of Employees, Queensland ABN 80 519 643 130
- Queensland Services, Industrial Union of Employees ABN 863 516 656 53
- Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland ABN 73 089 711 903
- Federated Engine Drivers’ and Firemen’s Association of Queensland, Union of Employees ABN 73 089 711 903
- Transport Workers Union ABN 80 519 643 130
- The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland ABN 59 459 725 116

Signed for and on behalf of the  
**Central Highlands Regional Council** .....**Bryan Alfio Ottone**

Date: 1/12/08

ABN 79 198 223 277

Chief Executive Officer

In the presence of

George Frangos .....Date: 1/12/08

Signed for and on behalf of the  
 Australian Workers' Union of Employees, Queensland

W. Ludwig.....Date: 12/12/08

In the presence of:

C. Simpson .....Date: 12/12/08

Signed for and on behalf of the  
 Queensland Services, Industrial Union of Employees

I. Buckley .....Date: 9/12/08

In the presence of:

Kath Nolan .....Date: 9/12/08

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

Michael Ravbar .....Date: 9/12/08

In the presence of:

R. Monaghan .....Date: 9/12/08

Signed for and on behalf of the  
 Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees

Michael Ravbar .....Date: 9/12/08

In the presence of:

R. Monaghan .....Date: 9/12/08

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

H. Williams .....Date: 9/12/08

In the presence of:

Suzanne Robinson .....Date: 9/12/08

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

A. Dettmer .....Date: 8/12/08

In the presence of:

Elizabeth Barlow .....Date: 8/12/08