

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Fraser Coast Regional Council State Certified Agreement 2008

Matter No. CA/2008/343

Commissioner Thompson

21 January 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 21 January 2009 the Commission certifies the following written agreement:

Fraser Coast Regional Council State Certified Agreement 2008 – CA/2008/343

Made between:

Fraser Coast Regional Council (ABN 192 778 506 89)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
Queensland Services, Industrial Union of Employees;
The Australian Workers' Union of Employees, Queensland; and
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

The Transport Workers' Union of Australia, Union of Employees (Queensland Branch) became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*.

The agreement was certified by the Commission on 21 January 2009 and shall operate from 21 January 2009 until its nominal expiry on 15 March 2011.

This agreement cancels:

Hervey Bay City Council - Certified Agreement No. 6 (CA/2005/29)
Hervey Bay City Council - Certified Agreement No. 6 (AG2005/3024)
Maryborough City Council Employees Enterprise Bargaining (State Registered) - Certified Agreement (CA/2005/395)
Maryborough City Enterprise Bargaining Certified Agreement 2004 Federal Award Staff (AG2004/7293)
Tiaro Shire Council State Certified Agreement 2005 (CA/2006/53)
Tiaro Shire Council Federal Certified Agreement 2005 (AG2006/2798)
Woocoo Shire Council State Award Employees Certified Agreement 2004 (CA/2005/303)
Woocoo Shire Council Federal Award Employees Certified Agreement 2004 (AG2005/4591)

By the Commission.

Commissioner Thompson

FRASER COAST REGIONAL COUNCIL, CERTIFIED AGREEMENT 2008

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Part 1: General Provisions

Title

This agreement shall be known as the Fraser Coast Regional Council State Certified Agreement 2008.

Definitions and Abbreviations

	Definition
LGEG	Local Government Employment Group
ESC	Employment Subcommittee
SRG	Staff Reference Group
LAWA	Local Area Work Agreement
QIRC	Queensland Industrial Relations Commission

Parties Bound by the Agreement

This Agreement shall apply to the Council, the following unions and their members or persons eligible to be their members employed by the Council, in accordance with the relevant state awards.

This Agreement is binding on the following parties:

- Fraser Coast Regional Council and all its current and future employees regardless of membership of any relevant union;
- Queensland Services, Industrial Union of Employees; (QSU) ABN 863 516 656 53;
- The Australian Workers' Union of Employee, Queensland (AWU) ABN 54 942 536 069;
- 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;
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU) ABN 69 844 574 256;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU); ABN 59 459 725 116

This Agreement encompasses all Council employees. All employees are required to work within the employment conditions set out in this Agreement. All future employment offers will be subject to the employment being regulated by this Agreement.

Purpose and Objectives of the Agreement

This Agreement sets out the framework for achieving ongoing productivity and efficiency gains through a collaborative approach to continued negotiations on reform processes in the Fraser Coast Regional Council.

The objective of this Agreement is to use the Enterprise Bargaining process to share the benefits gained through:

- (a) Providing improved and more responsive services to the community of the Fraser Coast;
- (b) Developing a more flexible workforce able to provide quality services by the efficient use of modern technology and practices;
- (c) Ensuring that Council's workforce is accountable, responsive and able to deliver the best possible services with the available resources;
- (d) Enhancing Council's customer service and its ability to respond to community needs;

- (e) Implementing an agreed method of performance measurement and a continuous improvement culture;
- (f) Improved productivity, efficiency and workforce flexibility;
- (g) Creating skill-related career paths and sustainable employment levels;
- (h) Best practice WH&S processes and procedures;
- (i) Increasing employee participation in decision making using a consultative approach to reform;
- (j) Improving training access and provision;
- (k) Increasing job satisfaction;
- (l) Employment security and succession planning with improved wages and conditions;
- (m) Promoting a harmonious and productive work environment through ongoing cooperation and consultation;
and
- (n) Supporting Fraser Coast Regional Council's core values of teamwork, accountability, communication, honesty and respect.

Date and Period of Operation

This Agreement shall operate from the date of certification and remain in force until 15 March 2011, except where otherwise provided for in the Agreement.

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

Relationship to Awards and Industrial Instruments

This Agreement shall be read and interpreted wholly in conjunction with, but not limited to the following awards and industrial agreements covering Council employees. In the event of any inconsistency between this Agreement and the Awards, the terms of this Agreement shall prevail. Where this agreement is silent the terms of the relevant Parent Award shall apply.

- Queensland Local Government Officers' Award 1998 (Transitional)
- Local Government Employees' (excluding Brisbane City Council) Award State
- Engineering Award (State)
- Building and Trades Public Sector (Interim) Award (State)
- Municipal Baths Attendants' Award 2003 (State)
- Family Leave Award 2003 (State)
- Hospitality Industry - Restaurant, Catering and Allied Establishments Award State - South-Eastern Division 2002
- Training Wage Award – State 2003

Grievance and Dispute Settlement/Resolution

Effective communication between employees and Council 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 efficient and sound working relationships.

In the event of any workplace grievance arising and/or disagreement between the parties as to the application or interpretation or implementation of this Agreement, the following procedure will be followed:

- Except where a bona fide health and safety issue is involved, the parties shall ensure the continuation of work and agreed work practices.
- Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept re-assignment to alternative suitable work/work environment in the meantime.

- At any stage of this procedure, the employee may be represented by, or have present, a support person or a representative of the appropriate union.
- The following stages do not restrict the Council or an authorised officer of the relevant union from making representations to each other at any stage in this procedure.

The following procedure will apply for the resolution of any dispute which arises in relation to matters contained within this Agreement:

Stage 1 – Refer to immediate Supervisor

Where an employee has a grievance/dispute they will first raise and discuss the matter with their immediate supervisor outlining (in writing or otherwise) the substance of the grievance/dispute and the remedy being sought.

A meeting between the employee and the Supervisor shall be held as soon as practicable, to discuss the matter. The meeting should be held within 48 hours of notification.

If the grievance/dispute is not resolved, the issue may be discussed with the union delegate or representative, the immediate Supervisor and the employee.

Stage 2 – Refer to next level of management

Where the grievance/dispute has not been resolved or the matter is inappropriate to be raised with the immediate Supervisor, the Supervisor or employee (or a union representative) may refer the matter to the next level of management or department head. Further discussions involving all parties shall be held again within 48 hours, if practicable.

The assistance of the Human Resources Department may be sought at this stage.

Stage 3 – Refer to Chief Executive Officer

Where the procedure in Stage 2 has not resulted in an agreed resolution of the grievance/dispute the matter will be referred to the Chief Executive Officer (CEO) and relevant union official within 48 hours.

At least 7 days should be allowed for all stages of the discussions to be completed.

Stage 4 – Refer to External Agencies

If after the above stages the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission (QIRC) for conciliation, and if the matter remains unresolved arbitration. The parties agree that any arbitrated decision by the QIRC will be binding on all parties to the dispute.

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

No Extra Claims

The parties agree that this is a closed Agreement and there will be no extra claims during the life of this Agreement for increases in wages, salaries or conditions of employment (except for those decisions of the QIRC that are handed down as a general ruling) above those provided under the terms of this Agreement.

Part 2: Employment

Types of Employment

Council shall engage employees on terms that correspond with a form of employment prescribed within this clause and in accordance with the full provisions of the relevant parent award unless otherwise provided for in this agreement.

Employment Categories

Categories of employment within Fraser Coast Regional Council are:

- full-time employment

- part-time employment (including job-share employment)
- maximum-term/fixed-term employment
- casual employment

Full-Time Employment

Full-time employment means all employment which requires the employee to work the required ordinary hours per week in accordance with this agreement and the relevant parent award, excluding “maximum/fixed-term”, “part-time”, “job-share” or “casual” employment.

Part-Time Employment

Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all award and agreement entitlements are paid on a pro-rata basis.

At the time of engagement, Council and the part-time employee will agree in writing on a pattern of work relevant to the position.

A part-time employee will be eligible for annual increments (where applicable) on the same basis as a full-time employee following a satisfactory performance appraisal and review.

Permanent part-time employees will receive overtime penalty rates once they have worked hours in excess of the mutually agreed hours.

The employee may agree to work additional hours over and above their employment contract. Mutually agreed hours is defined where an employer and the employee mutually agree to change the hours of work or work additional hours within the ordinary span of hours. Any hours worked outside of the mutually agreed hours will be paid at the applicable overtime rates.

Existing part-time employees at the date of certification of this agreement who were receiving the 10% loading will continue to receive the loading and this arrangement will be documented in their letter of appointment.

Casual Employment

Casual employment and minimum engagements are as defined in the relevant award and do not include employment that is considered full-time, part-time, job-share or maximum-term employment in accordance with this Agreement.

A casual employee is employed on an hourly basis. Employment is subject to termination at any time with three hours notice.

2.1.1. Hours of duty and meal breaks – casual employee

The ordinary hours of duty of casual employees shall be as per the maximum hours specified in the relevant award. These ordinary hours shall be worked between the hours of 6.00am and 9.30pm Monday to Friday inclusive, and between the hours of 6.00am and 12.00 noon on Saturdays.

Ordinary daily hours shall be worked continuously. Provided that no casual employee will be required to work continuously for more than 5 hours without a meal break (minimum of 30 minutes in duration). This break will not be counted as working time. If a meal break is not given after five hours, double time shall be paid for all time worked until such time as the meal break is provided.

2.1.2. Rate of pay – casual employee

The hourly rate of pay of casual employees shall be ascertained in accordance with the terms and conditions of the relevant award unless varied by this agreement.

Maximum/Fixed-Term Employment

Maximum/fixed-term employment means employment for a specified term or ascertainable period for which the letter of appointment will specify starting and finishing dates (or in lieu of a finishing date, will specify the circumstances or contingency relating to a specific task or project), upon the completion of which the term of the employment shall expire. The use of maximum/fixed-term employment shall be limited to the engagement on work within the following circumstances:

- (a) for the completion of a specified task/s or projects;
- (b) to relieve in a vacant position arising from an employee taking leave;
- (c) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time;
- (d) for the temporary provision of additional labour in periods of organisational change or fluctuating work demands; or
- (e) to fill short-term vacancies resulting from the resignation of a permanent employee during the recruitment and selection process.

When offering employment on a maximum/fixed-term basis, the Council shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment and that employment beyond the specified period is not expected.

An employee employed on a maximum/fixed-term basis will be eligible for annual increments (where applicable) on the same basis as a permanent employee following a satisfactory performance appraisal and review.

If a maximum/fixed term employee is subsequently appointed to a permanent position with the Council, any period of the maximum/fixed term employment completed immediately prior to the commencement of the permanent position shall be recognised as service with the Council for all purposes.

Job-Sharing

It is agreed that all parties to this Agreement will facilitate a job-sharing arrangement for permanent full-time positions where it can be demonstrated that such an arrangement does not result in any extra cost to Council, the job is appropriate for job-sharing and that any arrangement proposed by the employee/s has been agreed by management in the particular work area. No application to enter into a job sharing arrangement shall be unreasonably withheld.

A job-share agreement setting out terms, conditions and requirements of the arrangements shall be agreed to by the Council and the employees undertaking the share arrangement prior to the arrangement commencing. Employees employed on a job-share basis shall be entitled to all leave as prescribed by the provision of the relevant award and this agreement on a pro-rata basis. All other provisions of this agreement shall apply. To avoid any doubt, employees filling a position on a job-sharing basis shall access their review and annual increments (where applicable) on the same basis as a full-time employee. Management may at any time suspend or terminate the job share scheme based on business or operational requirements. Where this occurs the affected employees, and the relevant union to which they belong, will be consulted and given one (1) months notice about the change.

Probationary Period

Fraser Coast Regional Council will employ all employees other than casual employees on an initial probationary period. The initial probationary period shall be for a period of three (3) months, with Council having the ability to extend the probationary period for a further three (3) months if there are concerns regarding the performance of the employee and these concerns have been previously raised in writing and the performance standards required clearly outlined to the employee within the initial three (3) month probationary period. The parties agree that an extension to the probationary period is to provide an opportunity for employees for performance improvement who have had genuine concerns raised regarding their performance.

The employee shall be advised of, and given an opportunity to make response to, any adverse material about them which the Council intends to take into account in a decision to terminate the employment upon or before the expiry of the probationary period.

In the event a temporary employee is permanently appointed to the position for which they were initially employed, no additional probationary period is to apply.

Where a temporary employee is successful in obtaining permanent employment, in a different position to that for which they were initially employed, Council reserves the right to make the offer of employment subject to successful completion of a probationary period.

Where an employee takes leave during the initial period of probation, Council reserves the right to extend the period of probation by a corresponding period equal to the amount of leave time taken.

For any other employment arrangement, probation is as prescribed in the relevant award.

Part 3: Remuneration

Wage and Salary Increases

3.1.1. Wage Parity

Fraser Coast Regional Council's new wage schedule (i.e. the highest pay rate for each level from the predecessor industrial instruments of Maryborough, Woocoo, Tiaro and Hervey Bay) will be effective from 1 July 2008.

3.1.2. Wage Increases

Year 1

	Wage Increase %	Effective Date
Maryborough	4.00%	1 July 2008
Woocoo	4.00%	1 July 2008
Hervey Bay	4.00%	1 Sept 2008
Tiaro	4.00%	16 Dec 2008

Year 2 **Effective 1 July 2009** - Wage increase of 4.2% for all employees

Year 3 **Effective 1 July 2010** - Wage increase of 4.2% for all employees

3.1.3. Additional Payment – former Maryborough employees

In recognition of 12 months without a pay rise former Maryborough employees will receive a once-off 3.50% pro-rata payment on wages earned between 15 March 08 to 30 June 08 based on Maryborough City Council's existing wages schedule.

Schedule of Wages

The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement as detailed in Schedule 1.

Award Pay Relativities

The parties commit to addressing the pay relativities between the Queensland Local Government Officers' Award 1998 (Transitional) and the Local Government Employees (excluding Brisbane City Council) – State, Engineering Award (State) and Building and Trades Public Sector (Interim) Award (State) contained in Clause 1.6 over the life of this agreement.

Council will allocate funding to address the pay relativities as detailed in Schedule 1.

Superannuation

Council shall provide a superannuation benefit to all eligible employees engaged under the terms of this Agreement, as prescribed by the Local Government Act 1993 in accordance with the terms of the Local Government Superannuation Scheme.

Averaged or Annualised Payments

Council and the majority of affected employees (i.e. 65%) in a defined work area or group, and the relevant union/s, may agree to average or annualise regular payments due in accordance with the relevant Award and this Agreement to provide a more stable income over a roster cycle, including:

- annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other payments;
- averaged payments that may include accrued time, penalties and/or allowances and/or other payments;

Allowances, overtime and other payments, not included in annualised or averaged payments, will be paid in accordance with the relevant Award or this Agreement.

Any arrangements made in accordance with this clause will have no effect unless they are agreed by the majority of the affected employees, the relevant union/s and authorised by the Chief Executive Officer.

3.1.4. Annualised Allowances

Due to the nature and extent of allowance eligibility across the parent awards a comprehensive review of allowances will be undertaken by Council in consultation with employees, supervisors and managers and presented to the LGEG, for endorsement and implementation by 1 July 2009.

The revised annualised allowance schedule will be effective from the date of agreement from the LGEG and will be subject to the wage increase percentage contained in Clause 3.1.2 on the effective dates following agreement.

In the event that agreement has not been reached by 1 July 2009, then all existing annualised allowances will be increased by the wage increase percentage contained in Clause 3.1.2 on the effective date of the increases until such time as a revised annualised allowance schedule is agreed.

Employees eligible for annualised allowances will be paid in accordance with Schedule 2a and 2b. These schedules will remain in force until a new annualised allowance schedule is agreed to as outlined above.

Any allowances not included in the annualised wage schedule but provided for in the relevant award will be payable on an as claimed basis.

3.1.5. Process for review of existing Annualised Allowances

To undertake the review it is proposed to establish a review group consisting of management, a selection of supervisors and staff from relevant occupation groups, employee representatives and Human Resource representative/s.

The review group will establish the project timelines, milestones and the objectives of the review. The LGEG will be responsible for endorsing the approach recommended by the review group.

The review group shall undertake the following:

1. Analysis of the award conditions and current annualised allowances and rates of pay.
2. Data collection, verification, consultation with employees affected and analysis for a period of at least three months and a review of previous data collections.
3. Calculation of the allowances paid to employees during the data collection period and a rate of annualisation calculated for each occupational group.
4. Present the findings and a recommendation to the LGEG for consideration and endorsement of the proposed annualised allowance schedule for each occupation group.
5. Ratification of the proposed annualised allowance schedule will require 65% agreement by those affected employees and will form part of this agreement.

Junior Rates of Pay

Council will not apply junior rates of pay.

Part 4: Employment Benefits

4.1 Salary Sacrifice

Salary sacrifice options for all employees will be provided as per the maximum provisions set out by the Australian Taxation Office guidelines. An employee and Council may agree to salary sacrifice part of the employee's remuneration in return for other benefits, such as additional employee superannuation contributions, provided that in doing so, these arrangements comply with all applicable legislation and Australian Taxation Office tax rulings and guidelines in relation to effective salary sacrifice arrangements.

Council has the right to withdraw the facility if changes in the relevant laws mean that Council will incur an additional cost or the scheme itself becomes unlawful. Employees should seek independent financial advice before participating in the scheme.

4.2 Work, Family and Lifestyle Initiatives

Council is committed to providing employees with a balanced lifestyle by increasing knowledge, acceptance and awareness of positive lifestyle changes that increase employees' health and wellbeing. The objectives are aimed at promoting a healthy lifestyle and creating opportunities for assessment and exercise to assist in reducing injury and illness both at home and at work.

Council recognises that one of the key challenges facing its employees is a need to find balance between their work and family lives.

The parties will commit during the life of this Agreement to develop and implement work and family lifestyle initiatives which will encourage and enable employees to:

- experience the benefits of balancing work and family responsibilities; and
- increase their job satisfaction (and hence morale and productivity) by gaining more control over their work life.

4.3 Workers Compensation Top Up

During the life of this Agreement personal leave entitlements may be utilised to "top up" Work Cover payments to 100% of the pre-injury enterprise agreement salary.

Conditions applying to access "top up" are as follows:

- Top up workers compensation payments may only be topped up via an employee's existing accrued sick leave balance;
- Top up provision can only apply from the end of the first twelve (12) weeks of the incapacity; and
- Employees must make a written application to Council before any "top up" arrangement is implemented.

Part 5: Hours and Flexible Working Arrangements

5.1 Christmas Close Down

The CEO will approve a Christmas/New Year close down period each year. To reduce Council's accrued leave liability, employees will take leave over the close down period as follows:

- (a) All employees will use any accrued leave, RDO or TOIL entitlements (excluding sick leave) for the period of the close down except where indicated below;
- (b) Management may require that some employees remain at work on these dates. A minimum of four (4) weeks' notice will be given to employees who are required to work. Where possible, employees will be selected based on their preference to work and on operational needs; and
- (c) Where employees do not have sufficient accrued leave to cover this period, Council will allow employees to utilise up to a maximum of four (4) days from future annual, RDO or TOIL leave entitlements.
- (d) With respect to on-call over the Christmas/New Year period a specific on-call agreement will be negotiated between the affected employees, the employee representatives and Council.

5.2 Wet Weather RDO

Managers may require those employees who work outdoors to take up to two (2) single RDOs in a financial year period during wet weather, subject to the following conditions:

- (a) Prior to directing employees to take their RDO in wet weather, Managers shall endeavour to arrange relevant and professionally conducted training (e.g. OH&S, EEO, skills development) and/or alternative work e.g. at work sites not affected by wet weather and maintenance of equipment;
- (b) Where this is not possible, Managers will inform employees that they are to take their RDO or TOIL time during wet weather no later than the normal finishing time on the previous day; and
- (c) Employees who do not have sufficient TOIL or RDO to cover a banked time day taken during wet weather must work their next normal RDO, unless other arrangements to make up this time are agreed with their Supervisor.

5.3 Natural Disaster and inability to report for work due to isolation

Where a State of Emergency has been declared which results in situations where employees are unable to perform the required functions and reasonable duties, or where to continue working under extreme conditions is unadvisable or not practical and where employees are required to leave the work site and return home as approved by the CEO, employees shall be permitted to leave without loss of pay.

Where any employee is isolated as a result of a declared state of emergency caused by, but not limited to, a natural flood, bushfire or earthquake events, and accordingly is unable to report for work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there, shall be permitted leave without loss of pay.

Where due to an employee's circumstances they are required to leave work in a non-state declared emergency the employee may seek approval to leave work and will be eligible to access any accrued leave balance excluding personal leave or unpaid leave.

5.4 Workforce Flexibility

The parties recognise that workforce flexibility is fundamental in providing responsive customer service and competitive cost structures. It is also seen as a means of providing employees with increased opportunities to plan their work and family life.

Flexible working arrangements will be negotiated either on an individual or work team basis as appropriate to the employee's work situation.

5.5 Negotiation of a Local Area Work Agreements (LAWAs)

The parties recognise the need for "across the board" arrangements as outlined in this Agreement, together with supporting Local Agreements which address issues of concern for specific sections of the workforce.

Accordingly, it is intended that this be an overarching Agreement and that, progressively, a series of Local Area Work Agreements (hereafter called "LAWA") may need to be developed to ensure that all Employees and Council has the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.

The aim of the LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.

LAWAs are not intended to supplant or in any way derogate from the minimum work conditions set out in the Agreement. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement.

5.5.1 Process for Local Area Work Agreements (LAWAs)

LAWAs will be encouraged and implemented subject to the following requirements:

- (i) The majority (65%) of Employees affected by the change to a LAWA must agree to the change;
- (ii) The LAWA will be in writing and will be subject to Agreement between the Council and the relevant Union(s), and signed by the Council and Branch/State Secretary of the relevant union(s).
- (i) Development of the LAWA will involve the Council, Council employees directly affected and relevant Union/s.

(iv) The scope of areas covered by the LAWA may include all of the service unit or a section or group members as determined by the parties, but a LAWA shall not be made in respect solely of an individual employee;

(v) Where local initiatives have implications for other Service Unit/s, Employee representatives from the Council's Executive Team will be invited to participate in the discussions.

(vi) Where local initiatives seek to alter the Awards or this Agreement, the LAWA will specify the clauses of the relevant Award and/or this Agreement to be overridden as a consequence of the operation of the LAWA:

(vii) The terms of any final LAWA will be incorporated into this Agreement by making an application for variation to this Agreement to the Queensland Industrial Relations Commission in accordance with the Industrial Relations Act.

(viii) All LAWAs will form part of this Agreement.

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

Any dispute relating to the operation of a LAWA will be managed in accordance with the grievance and dispute settlement/resolution clause of this Agreement.

During the life of this agreement, if the parties determine a LAWA is required, consultation with the relevant union will occur in regard to the process and content of such agreements.

5.5.2 Existing Local Area Work Agreements (LAWAs)

During the life of this agreement, the existing LAWAs are specified within Schedule 3 and will continue to operate under the new banner of Fraser Coast Regional Council. The Parties agree that these LAWAs will be reviewed to ensure ongoing applicability in the new organisation during the life of the agreement.

5.6 Special Projects/Tasks

Special projects may include any work that is not ordinary maintenance or programmed maintenance work. When special projects are undertaken or where special circumstances (such as tidal or floodwaters, traffic flows or climatic conditions) necessitate work outside the ordinary work hours, such work may be done outside the span of hours without payment of overtime. The maximum number of ordinary daily hours shall not be exceeded. Special projects/tasks may necessitate work outside of normal working hours for the following reasons:

- To minimise the impact on local businesses;
- To minimise traffic congestion;
- To minimise the number of people exposed to excessive noise;
- To improve public access to a recreational area; or
- To undertake emergency work due to extreme or adverse climatic conditions.

Care should be taken to ensure there is no detrimental impact on residents in the locality, and that productivity is not adversely affected.

Managers may, after consultation with employees, require the following:

- Extension of employees' ordinary hours to be worked up to ten (10) hours per day which may include night work and staggered start and finish times;
- Employees to work on any five consecutive days Monday to Sunday, subject to applicable overtime rates;
- Employees to work at night including all, or part, of their ordinary hours between 6.00pm and 6.00am;
- Employees to commence from 4am; and
- Employees to work up to five (5) rostered days off in any one year.

Overtime will be paid where:

- weekend work is involved;
- ordinary hours for the fortnight are exceeded; and
- more than 10 consecutive hours are worked in any one day.

A shift allowance of 15% will be applicable for the hours when an employee is required to work all or part of their ordinary hours between the hours of 6.00pm and 6.00 am.

Only in exceptional circumstances shall the Manager require an employee to work overtime beyond ten (10) ordinary hours per day or beyond their ordinary hours for one week.

No employee shall be required to perform night work for more than ten (10) working weeks in any six (6) month period.

The parties recognise the advantage of continuing certain operations beyond the normal meal break times and agreed that meal breaks may be delayed for up to two (2) hours when necessary without penalty rates applying.

5.6.1 Employee Consultation and Notice

For the purposes of this clause 5.6 in its entirety, consultation with affected employees shall mean:

- (a) Notifying employees at least one (1) week before they are requested to vary their normal hours and/or days, or two (2) weeks where weekend work is involved, unless a shorter notification period is mutually agreed;
- (b) Providing employees with details of:
 - The project, including proposed start and finish dates and changes to their normal work hours and/or days; and
 - Any associated conditions (i.e. applicable allowances).
- (c) Providing employees with an opportunity to:
 - Ask questions about the project and changes to their normal work hours and/or days; and
 - Discuss any problems (e.g. family circumstances or other commitments) with the changes to their normal work hours and/or days.

Managers shall consider the circumstances of individual employees when implementing the changes to their normal work hours and/or days.

5.7 Span of Ordinary Hours

Subject to this clause, clause 5.9, 5.10 and 5.11, the ordinary hours of work for all employees will be in accordance with the relevant parent award.

- a) Any ordinary hours worked on a Saturday or Sunday shall be paid at the rate applicable in the parent awards or this agreement for the payment of overtime worked on Saturdays or Sundays
- b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the Council and the majority of employees concerned. Agreement to include Saturday and Sunday as part of ordinary hours shall not be unreasonably withheld.

Subject to clauses a) and b) above Council may require the ordinary hours to be worked on any five (5) consecutive days in the week, from 6.00am to 6.00 pm, up to a maximum of ten (10) hours per day, Monday to Sunday inclusive.

5.8 Employee Starting Locations

5.8.1 Employees required to report to a depot

Where Council requires an employee to report to the usual depot and then travel to a job site, the Council shall provide transport to the job site and return.

Travel between the depot and the job site that occurs outside an employee's ordinary hours shall be paid at ordinary rates except the employee operating the vehicle who will be paid at time and a half.

5.8.2 Employees required to report directly to the job site

Managers may require employees to start and finish work on-site (i.e. at their current construction/workplace), subject to it complying with relevant workplace health and safety requirements.

Where an employee is required to report directly to a job site any additional time for travel to the construction/workplace compared to travelling from the employee's home to the usual depot will be paid at ordinary rates of pay.

Travel may be done in a Council nominated vehicle.

Suitable arrangements shall be made to transport an employee back to their vehicle, within ordinary working hours, if the employee finishes work at a different location.

Employees who are requested by Council to use their own private vehicle in the course of their duties shall be entitled to receive travelling allowance in accordance with the relevant award.

5.8.3 Employees Permanently Transferred to Alternative Work Location

This clause only applies to existing employees (as defined in the Local Government Workforce Transition Code of Practice August 2007) as at 15 March 2008 and will expire on the 15 March 2011.

Where as a result of the need to rationalise workplaces as an outcome of the reform process the Council, in consultation with the LGEG, will develop a policy regarding affected employees who are required to transfer permanently to an alternative work location. The aim of the policy is to offset the disadvantages created by a change in work location.

Where an agreement cannot be reached the safety net provisions contained in the Local Government Workforce Transition Code of Practice August 2007 will apply in relation to work transfer and travel.

5.9 Flexible Work Arrangements

Providing employees with a variety of flexible work options contributes to building a positive, healthy and productive work environment and supports employees in achieved work-life balance.

The principles of flexible work arrangements recognise that **“no one size fits all”**. Different flexible work options will meet different needs at different stages in an employee's working life.

These flexible work arrangements will provide employees and Council with greater flexibility to negotiate the hours of work within the ordinary span of hours.

Vacant positions may be advertised with flexible work arrangements. Flexible work arrangements may include the following:

- a nine (9) day fortnight
- flexible start and finish times;
- flexible rostering or scheduling;
- flexible leave arrangements;
- part-time work and job share arrangements;
- rostered days off;
- 19 day months;
- compressed working weeks (i.e. 4 day week)
- TOIL or banked time.

The Council agrees the above provisions are not intended to undermine the traditional working arrangements and benefits that have been negotiated through previous agreements. Further, none of the above shall be used to undermine the relevant awards or this agreement.

5.9.1 Existing Flexible Arrangements

5.9.1.1 All existing full-time employees (at the date of certification of this Agreement) may continue to work their standard hours over a nine (9) day fortnight unless otherwise mutually agreed between the employee and employer (this includes where an employee is redeployed or transferred at the employer's request).

5.9.1.2 Where an existing employee (at the date of certification of this Agreement) applies for a vacant full-time position and is the successful applicant a nine (9) day fortnight or their existing mutually agreed

flexible arrangement will be the default unless due to operational requirements this cannot be accommodated.

- 5.9.1.3** Where as a result of 5.9.1.2. Council cannot accommodate an existing employee's 9-day fortnight or their existing mutually agreed flexible working arrangement, Council will provide full details to the employee and the employee's nominated representative outlining the operational reasons (which may include but not limited to cost, lack of adequate replacement staff, loss of efficiency and impact upon customer service) as to why the existing arrangements are no longer viable and how the proposed alternative flexible arrangements will be more efficient. Council shall give consideration to the issues raised by the employee and/or their nominated representative concerning the new flexibility arrangements.

5.10 Rostered Day Off (RDO)

Employees who work their ordinary hours over a nine (9) day fortnight receive a rostered day (RDO) off within that fortnight.

Employees who work their ordinary hours over a nineteen (19) day month receive a rostered day off (RDO) within that four (4) week period.

5.10.1 RDO Banked Time

RDO hours worked are banked at time for time (i.e. for each hour worked one hour is banked).

Any overtime worked in excess of the ordinary hours of work on an RDO is to be banked as TOIL or to be paid at the applicable overtime rate of pay on request from the employee.

5.10.2 Rostered day off (RDO conditions)

Subject to operational needs, the employee or their supervisor may request that the employee work on their RDO (i.e. either bank the time or take their rostered day off on a different nominated day). Unless otherwise agreed, two (2) days' notice of the above requests is to be given. Agreement to such requests will not be unreasonably withheld.

An employee who is sick on their RDO, or whose accrued day off occurs while they are absent on sick leave, is not entitled to access sick leave entitlements and shall not receive any further time off in lieu.

5.11 Banked Time (TOIL)

5.11.1 Overview

Banked time (or TOIL) is the time an employee accrues instead of a payment for overtime for working beyond their ordinary hours.

The intention of banked time is to:

- Provide employees with greater flexibility with their work hours so that they can better balance their work and family responsibilities;
- Provide Council with greater flexibility in service delivery; and
- Clearly identify over-time hours banked and Rostered Days Off (RDOs) banked as a separate accrual.

5.11.2 Authorisation of Banked Time

When there is prior agreement between a Supervisor and an employee, an employee who works in excess of ordinary hours may accrue and bank, at the employee's discretion, the time in lieu equivalent to the actual hours worked or may elect to be paid at overtime rates of pay.

This does not apply to employees who are on-call or who are called back to work (overtime is to be paid when an employee is called back to work).

5.12 Banked Time Conditions

Banked time accrues on a time for time basis (i.e. for each hour worked one hour is banked), subject to the following provisions unless otherwise stated in this Agreement:

- (a) The minimum amount of time that may be worked, banked or taken under this clause is fifteen (15) minutes;
- (b) Employees must obtain their supervisor's approval to bank the time before they work it;
- (c) Leave taken from an employee's bank shall be taken at a time mutually agreed between the employee and their supervisor. Such agreement shall not be unreasonably withheld;
- (d) Employees may bank up to a maximum of five (5) ordinary RDO working days or equivalent working hours at any one time;
- (e) Employees may bank up to a maximum of five (5) ordinary working TOIL days or equivalent working hours at any one time;
- (f) In the event that an employee has the maximum TOIL accumulated in their bank, the employee must take the equivalent time banked beyond the maximum accumulation of hours within the same pay period;
- (g) Where, due to work requirements, an employee is unable to take TOIL time within the same pay period the employee may elect to be paid at time for time;
- (h) In the event that an employee is unable to take time off within an agreed specified timeframe due to work requirements at the request of the Council, Council will pay out the five (5) days accumulated, if the accumulated days have been banked for a period exceeding twelve (12) months, at overtime rates of pay;
- (i) In the event that an employee has accumulated the maximum banked time (RDO) accrual, the employee must take an RDO off within the fortnight. Where, due to work requirements, an employee is unable to take RDO time within the same pay period the employee will be paid such time at the overtime rates of pay; and
- (j) Where an employee ceases employment with Council, any banked time owing to that employee shall be paid at ordinary time.

Part 6: Leave Provisions

Annual Leave

6.1.1. Annual Leave Accruals

The maximum annual leave accrual allowable will be 8 weeks; Management reserves the right to request employees to take annual leave when their leave balances are in excess of 8 weeks by providing one (1) month's notice to the employee.

6.1.2. Additional Annual Leave

All permanent full-time employees will have the option, prior to 1 July annually, to purchase (through salary sacrifice) an additional two (2) weeks annual leave. This additional leave cannot be accrued or carried through to the next financial year and is not subject to leave loading. Employees must also be within the maximum accrual limits to exercise this option.

6.2 Personal Leave

Employees are entitled to personal leave of fifteen (15) days per year based on their anniversary date (pro rata for temporary, part-time and job-share employees). Personal leave will accrue daily based on the ordinary hours worked by the employee. Personal leave will not accrue whilst on leave without pay.

Personal leave may accumulate up to a maximum of thirty two (32) weeks.

Requests for personal leave in the following circumstances will require a medical certificate from a qualified medical practitioner or other evidence of illness satisfactory to the employer:

- for any period of personal leave which exceeds two (2) consecutive working days; and
- after five (5) personal leave days have been taken without a medical certificate in a financial year.

In the event an employee exceeds five (5) uncertified personal leave days in a financial year period, Council's absenteeism management process will be implemented.

6.2.1 Sick Leave

Sick leave may be utilised when an employee is absent from duty due to a personal illness or non-work related injury. Sick leave is only to be taken when an employee is genuinely ill and suffering from an illness or incapacity which prevents attendance at work.

An employee may make application for sick leave (excluding carer's leave) when on approved annual or long service leave as follows:

- (a) The period of the sickness must be five (5) or more working days;
- (b) The employee must provide a certificate signed by a duly qualified medical practitioner certifying that they are incapacitated by such illness to the extent that they would be unfit to perform normal duties for a period of not less than five (5) working days;
- (c) The employee must provide written application.

Subject to approval, the period of illness which occurred during the employee's annual or long service leave will be debited to the employee's personal leave entitlements and the employee's annual or long service leave entitlement shall be adjusted accordingly.

6.2.2 Uncertified Sick Leave

An employee shall be entitled to take up to five (5) days sick leave (excluding carer's leave) per financial year without a doctor's certificate, providing any absence that exceeds two (2) consecutive working days is supported by the production of a medical certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to the employer.

If an employee has taken an aggregate of five (5) uncertified sick leave days without a medical certificate within a financial year, all further absences require the production of a medical certificate or other evidence of illness satisfactory to the employer. The time may, with management agreement be debited from an employee's RDO, TOIL, annual or other leave entitlement.

If in the event an employee exceeds five (5) uncertified sick leave days in a financial year period, Councils absenteeism management process will be implemented.

6.2.3 Carer's Leave

- a) An employee is entitled to carer's leave for the purpose of caring for a member of his or her immediate family or a member of his or her household who is ill and requires the employee's care and support. However, an employee is not entitled to take carer's leave for a particular period if another person has taken leave to care for the person for the same period.
- b) Employees may use up to fifteen (15) days of their cumulative personal carer's/sick leave in any given twelve (12) month period for the purposes of carer's leave.

Immediate family, in relation to an employee, includes:

- (a) a spouse of the employee (including a de facto spouse);
- (b) a child (including an adopted child, a step-child or an ex-nuptial child);
- (c) a parent, grandparent, grandchild;
- (d) a sibling of the employee or spouse of the employee; and
- (e) a de-facto spouse, in relation to an employee, (a person of the opposite or same sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis).

6.3 Absenteeism Management

This clause applies to all employees covered by this agreement excluding casual employees.

The provision of a medical certificate does not preclude an employee from the absenteeism management process.

Where an employee will be absent for a period of greater than two (2) days the employee is required to provide Council with a medical certificate from a duly qualified medical practitioner or other evidence of illness as satisfactory to the employer, detailing the nature of the illness/incapacity and the expected duration of the illness.

For the purposes of this Agreement, the definition of a duly qualified medical practitioner is a person who is legally qualified and registered to practice medicine in Australia. It does not include the services of an osteopath, acupuncturist, naturopath, herbalist or homeopath.

Absenteeism management may be implemented in the following circumstances:

- (a) where an employee takes more than five (5) uncertified sick and/or five (5) uncertified carer's leave days in any one financial year;
- (b) where an employee takes a period of ten (10) consecutive personal leave days with a medical certificate;
- (c) where a pattern of absences becomes a matter of concern (e.g. days off before or after a weekend or RDO); or
- (d) where an employee takes fifteen (15) days or more personal leave (e.g. a combination of sick and carer's leave to total fifteen (15) days or greater) with or without a medical certificate in a twelve (12) month period.

6.3.1 Absenteeism Management Process

Employees will be formally notified 24 hours in advance of an interview and given an opportunity to have a support person present at the interview.

6.3.2 The Interview

The interview will result in a recommendation that will assist the employee in overcoming their absences. Recommendations may include:

- monitoring of the employee's absences for a defined period;
- with the employee's agreement, referral of the employee for a second medical opinion to determine the employee's fitness for continued employment (to be undertaken at the expense of council);
- referral of the employee to the Employee Assistance Program;
- recognition that the employee has an ongoing medical problem that should be monitored; or
- notification that a formal disciplinary warning be issued should absenteeism continue.

The manager and/or supervisor and the employee must sign the summary of the interview. The employee will receive written notification confirming the outcome and recommendations, if required, of the interview.

6.3.3 Return to Work Program (RTW)

Where an employee is absent from work on certified sick leave for a period of ten (10) days or more, Council will initiate a return to work program as follows:

- Written permission will be sought from the employee to discuss their condition with their treating doctor and to establish the likely return to work date;
- Council may refer the employee to a medical practitioner of their choice and will pay all costs associated with this consultation; and
- A RTW program will be facilitated and developed in consultation with a medical practitioner (usually the employee's treating doctor).

6.3.4 Suspension of payment of sick leave

If an employee refuses to participate in the RTW program, Council may suspend payment of sick leave subject to the following:

- An employee providing written advice from a medical practitioner that they are unable to participate in a RTW program;
- Council allows the employee access to 30 days of their sick leave entitlement;
- Council notifies the employee's union (if applicable) of their unwillingness to participate in a RTW program;
- Council gives the employee written notice prior to the suspension of their sick leave; and
- No employee shall be entitled to receive payment for more than thirteen (13) weeks' absence from work through illness in any twelve (12) month period.

6.3.5 Fitness for Duty

An employee who has been absent for a continuous period of three (3) months is required to provide a medical report from their doctor which details the employee's prognosis and the likelihood of a return to work to their pre-injury/illness position.

Council may:

- allow the employee to continue on sick leave with a requirement for a further medical report in three (3) months;
- facilitate a return to work program;
- with the written agreement of the employee, fill the employee's position with a view to redeploying the employee on their return to work; or
- refer the employee for a functional capacity assessment and/or a medical review by a Council appointed medical practitioner.

After an employee has been absent for a continuous period of six (6) months Council will review the case and determine an appropriate course of action from the options above.

Where it is established through medical reports and/or functional capacity assessment that there is no likelihood of the employee returning to work, at any time after three (3) months from the commencement of the continuous absence Council may terminate the employee on invalidity grounds.

To assist the employee in these circumstances Council may pay any remaining sick leave balance. The total period of continuous absence and payment in lieu of sick leave shall not exceed thirty two (32) weeks.

With Council approval, an employee who has exhausted all of their sick leave may access other forms of leave such as annual or long service leave.

Council is not required to create a position for an employee who is unable to return to their substantive position on their return to work.

6.4 Significant Illness

6.4.1 Palliative Care

Employees may access up to a maximum of six (6) weeks of their sick leave accrual for palliative care of immediate family. A family member, for the purposes of this leave, is defined as per clause 6.2.3

6.4.2 Significant Illness

Employees with a minimum two (2) years continuous service who have a significant illness or injury may be entitled to access up to an additional fifty-four (54) days sick leave in any one (1) year period subject to the following:

- a) Council reserves the right to consult with an employee's treating doctor regarding their condition and, if necessary, refer the employee to another doctor at the Council's expense;
- b) Employees will not be eligible where:
 - 1. it can be substantiated through (pre-employment medical records or consultation with the employee and/or treating doctor) that the injury is pre-existing (prior to employment with Council); or
 - 2. the treatment and/or surgery is elective (i.e. where the employee decides to undertake the procedure/treatment voluntarily and/or it is not considered essential by the treating practitioner)
 - 3. the employee's attendance record shows a pattern of absences which raises concern (e.g. days off before or after a weekend or a RDO) or where personal leave days taken in the preceding 12 months exceeds 15 days (with or without a certificate) or where the employee is undergoing absentee management; or
 - 4. where the employee has previously claimed worker's compensation for the illness or injury; or
 - 5. the employee is issued with a worker's compensation medical certificate stating that the incapacity is work related and the employee chooses not to apply for workers compensation; or
 - 6. the employee can be temporarily transferred to an alternative position that accommodates the incapacity.
- c) A claim for significant illness will be supported by a medical certificate detailing the specifics of the condition and/or injury, the prognosis and the estimated return to work date. All documentation should be provided by a qualified medical practitioner and/or specialist and should cover a period of absence for a minimum of one (1) week's duration.
- d) Payments will only be effective from the date of approval of the application.
- e) Prior to being granted additional sick leave all existing sick leave entitlements must be exhausted.

If an application for a significant illness is approved at the discretion of the CEO, employees will be entitled to access up to 54 Days sick leave.

Significant illness or injury means an illness which requires specialist ongoing treatment as certified by the treating practitioner. Significant illness includes but is not limited to such illnesses as cancer, disease or major surgery which requires specialist intervention.

6.5 Leave without Pay

When an employee is granted leave without pay by the Chief Executive Officer, such leave will not constitute a break in the continuity of service of the employee, however, accrual of benefits and leave during this period will be suspended.

6.6 Compassionate/Bereavement Leave

- a) Upon the death of a relative, employees are entitled, on production of satisfactory evidence, to two (2) days bereavement leave (per occasion) to travel to and attend the funeral.
- b) Upon the death of a child, stepchild or spouse (including de-facto) an additional five (5) days bereavement leave (per occasion) will be granted. This additional leave is to be deducted from the employee's personal leave balance.
- c) An additional one (1) day of bereavement leave (per occasion) will be granted where travel relating to the employee's deceased relative is required outside the Wide Bay Burnett area. This additional day of leave is to be deducted from the employee's personal leave balance. Where an employee requires additional leave, this may be taken from banked accruals (RDO and TOIL) in the first instance and any other accrued leave entitlements (excluding personal leave) thereafter.
- d) A part-time employee has the same entitlement to bereavement leave as a full time employee, except that leave is only available where a part-time employee would normally work on any or all of the two (2) working days

following the death (or three (3) working days where the employee is required to travel outside the Wide Bay Burnett area).

For the purposes of this entitlement, a relative is defined as:

- (a) Child or stepchild;
- (b) Spouse (including de facto that is a person of the opposite or same sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis);
- (c) Parent or parent in-law;
- (d) Sibling, niece or nephew; or
- (e) A grandparent.

6.7 Defence Leave

Employees who are also members of the Defence Force may access Defence Force leave after the completion of twelve (12) months continuous satisfactory service with Council.

Leave shall be approved as follows:

- Two (2) weeks (pro rata for temporary, part-time and job-share employees) in the employee's first year of reserve service to participate in initial training;
- Three (3) weeks (pro rata for temporary, part-time and job-share employees) per financial year; or
- during periods of declared war or emergency.

The employee must provide Council with evidence of the following:

- the requirement to attend training (letter or call up-notice); and
- any earnings paid to the employee by the Defence Force.

Where the employee's earnings received from the Defence Force is less than the employee's ordinary normal salary received from Council, Council will pay the difference.

An employee may also access annual leave, banked time or long service leave to undertake Defence training. An employee must give as much notice as possible.

6.8 Long Service Leave

Long service leave will be in accordance with the full provisions of the relevant parent awards subject to the following:

6.8.1 Accrual of Long Service Leave

All employees shall be entitled to thirteen (13) weeks paid leave after ten (10) years continuous service, with pro-rata entitlement after seven (7) years continuous service (accrued at the rate of 1.3 weeks for each year of equivalent full time service). For all employees other than those covered by the Local Government Officers' Award 1998 (Transitional), the effective date of the above entitlement is as follows:

- Former Maryborough City Council Employees – 20/03/96
- Former Hervey Bay City Council Employees – 09/04/1997
- Former Tiaro Shire Council Employees – 15/03/97
- Former Woocoo Shire Council Employees – 01/07/08

6.8.2 Taking Long Service Leave

6.8.2.1 The minimum period of long service leave that may be taken is five (5) days.

6.8.2.2 Employees may access all or part of their accrued long service leave after five (5) years of continuous service. Pro-rata long service leave will be paid on termination of employment after seven (7) years of continuous service.

6.8.2.3 Employees may take long service leave at half (½) pay where requests for long service leave exceed six (6) months in duration.

The long service leave entitlement for service prior to commencement of this agreement shall be calculated in accordance with previous enterprise agreements and relevant award provisions applicable for that service.

6.9 Parental Leave

6.9.1 Maternity Leave

Employees (excluding casuals) with twelve (12) months continuous service may access paid maternity leave for the birth or adoption of a child. An employee is entitled to access a maximum of six (6) weeks paid maternity leave, or by agreement twelve (12) weeks on half pay, provided the employee has sufficient accruals to cover the period of payment and the employee agrees in writing to deduct the period of such leave and the payment for it from their personal leave balance.

In addition, employees with twelve (12) months continuous service are entitled to an additional four (4) weeks paid maternity leave at full pay (or by agreement, eight (8) weeks on half pay). This paid leave, if applicable, must be taken at the commencement of the period of maternity leave. This additional four (4) weeks paid leave will be replaced by (and not additional to) any legislated paid parental leave entitlements introduced during the lifetime of this Agreement.

Part time employees are entitled to parental leave payments, subject to the same eligibility criteria as full time employees, on a pro-rata basis.

Permanent employees with less than twelve (12) months continuous service with Council will be eligible to access up to a maximum of fifty two (52) weeks unpaid maternity leave.

Total maternity leave must not exceed fifty two (52) weeks either paid or unpaid.

6.9.2 Paternity Leave

Employees (excluding casuals) with twelve (12) months continuous service are entitled to access a maximum of one (1) weeks paid paternity leave at the time of the birth or adoption of a child. Approval is subject to the production of satisfactory evidence. The payment of paternity leave is to be funded from the employee's personal leave balance provided there is a sufficient credit to cover the period of leave.

6.9.3 Service

Any period of paid parental leave shall count as service for all purposes.

6.9.4 Work Arrangements

An employee on parental leave will be consulted concerning any significant changes in the responsibilities or work practices of their substantive position whilst on parental leave.

An employee returning to work after a period of parental leave may request the opportunity to return to work on a part time basis for a period until the child reaches school age (i.e. 5 years of age) to assist the employee in reconciling work and parental responsibilities.

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

If the request is approved, the duties of the part time employee are to be determined in consultation with the applicable Manager/Director and take into consideration the operational requirements of the department and work area.

For this option to proceed, a minimum of eight (8) weeks notice must be given by the employee to enable Council to consider the application.

6.10 Emergency Services Leave

Employees who are also members of a voluntary organisation that is called upon by the government or an authority under the state disaster plan to assist in fire fighting or other emergency operations, may access up to two (2) weeks Emergency Services leave per financial year provided that:

- (a) the employee has completed six (6) months continuous satisfactory service with Council;
- (b) the services of the employee are actually required; and
- (c) the operations of the work unit in which the employee is employed are not unduly affected.

The employee must provide Council with evidence of:

- the requirement to attend; and
- any earnings paid to the employee by the government or authority.

Where the employee's earnings received from the government or authority is less than the employee's ordinary normal salary received from Council, Council will pay the difference.

An employee may also access annual leave, banked time or long service leave to take Emergency Services leave. An employee must give as much notice as possible.

Part 7: Work Practices and Performance

7.1 Workplace Health and Safety

The parties are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by the continuation of a consultative approach to managing occupational health and safety issues in accordance with the Workplace, Health and Safety Act 1995.

7.2 Commitment to EEO

Council is committed to promoting a positive and equitable work environment that is safe, flexible, fair, culturally appropriate, inclusive and free from discrimination and harassment in accordance with relevant legislation. Council values a diverse and skilled workforce with improved employment access and participation by EEO groups.

7.3 Key Performance Measures and Targets

The purpose of the performance measures is to quantify the improvement in the quality, efficiency and effectiveness of Council services and to assess the improvement of the performance of the organisation in achieving the objectives of this Agreement.

A set of Corporate level indicators will be further developed and defined building on the existing Corporate Performance Measures for the following priority areas:

Priority Area	Performance Measure
Customer Service	Customer Response Times
	Customer Satisfaction Survey Results
	Correspondence
	Customer complaints/compliments ratio
Sustainability	Budget Performance
	Capital Works Delivery
	Productivity Improvements
	Environmental
Governance	Council Resolutions
	Legislative & Policy Compliance
People	Leave Management
	Absenteeism
	Performance Appraisals
	Training & Development
	Industrial Relations
	Employee Participation
	Employee Satisfaction Survey Results
	Retention and Attrition
Safety	Lost Time Injuries
	Safety Management Plan Compliance

7.4 Continuous Improvement

The parties to this Agreement recognise the benefits to clients and the community of making improvements to the way in which Council performs its services. Council, management and employees are committed to the process of continuous improvement in all aspects of Council's operations in order to provide satisfying jobs, career paths and opportunities, enhanced productivity and efficiency and improved standards of service delivery and customer satisfaction.

Continuous improvement projects will be encouraged in each work area within Council and may include the following:

- Better organisation efficiency and effectiveness;
- Improved work procedures/processes;
- Better utilisation of equipment, technology and resources;
- Reduced costs, waste, rework and downtime; and
- Improved safety of work practices.

Council will provide training, facilitation and other reasonable resources to assist the process. Utilising the ideas, suggestions and expertise of employees is recognised as a significant factor in achieving improvement. Accordingly, Council will establish a Continuous Improvement Committee with appropriately trained employees who will oversee the implementation of the continuous improvement process in Council. Council will implement a reward and recognition strategy to encourage and reward employee productivity and innovation.

Part 8: Employment Security, Consultation, Communication and Management of Workplace Change

8.1 Contracting/Outsourcing

It is the clear position of Council to utilise and promote the use of its existing "in house" permanent council employees for the undertaking of council's works, services and operations. During the life of this agreement, Council will minimise the contracting out or leasing of any works and services currently provided by Councils existing permanent workforce, and the parties acknowledge that Council may seek to contract/outsourced works and services in the following circumstances:

- in the event of staff shortages; or
- the lack of available infrastructure capital and the cost of providing technology; or
- extraordinary or unforeseen circumstances; or
- it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

Management reserves its right to allocate resources, works and services to ensure that its permanent workforce is fully utilised.

Where Council seeks to contract out or lease any council works and services provided by "in house" permanent council employees in accordance with the above criteria, the relevant unions will be consulted as early as possible. Discussions in accordance with Clause 8.4 "Workplace Change Notification" must take place before any steps are taken to call tenders for the provision of council's services by an external provider.

Council will ensure that all relevant unions are aware of any proposals to contract out or lease council functions by providing the relevant union/s with formal written notification.

For the purpose of consultation the relevant union/s will be given all relevant documents including the proposed contract and schedules where practical.

It is the responsibility of the relevant unions to participate fully in discussions on any proposals to contract out or lease any council functions.

Council will be required to provide the union as part of the written notification with the following information:

- Why the service cannot continue to be delivered by local government employment;
- The impact on the local government workforce;

- How the proposed initiative will improve local government service delivery;
- Any social and/or economic impact on the local community;
- Communication and consultation strategies, including managing the impact on the tenured local government workforce and effected employees; and workforce transition plans for deployment, redeployment and retraining; and
- The full cost implications for Council.

If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease any council functions, the council will:

- negotiate with relevant unions employment arrangements to assist employees to move to employment with the contractor;
- ensure that employees are given the option to take up employment with the contractor;
- ensure that employees are given the option to accept deployment/redeployment with the council; and
- ensure that as a last resort, employees are given the option of accepting a voluntary retrenchment.

8.2 Employment Security

Fraser Coast Regional Council is committed to job security and the promotion of career paths for its permanent employees and will maintain a permanent workforce during the term of this Agreement. The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement. Job reductions by forced retrenchments will not occur during the life of this Agreement. Volunteers, other unpaid persons or trainees will not be used to fill vacant positions.

Council will implement workplace reforms without forced redundancies of its permanent workforce during the life of this agreement. However, in some cases there will be a need to relocate existing employees and/or offer redundancies in accordance with Councils applicable redundancy policy and provisions to meet the needs of service delivery.

The parties agree that the implementation of productivity and efficiency initiatives should enhance the operations of the Council.

The parties are committed to optimising job security of employees by:

- (a) the Council continuing to manage its workforce to achieve efficiencies and continuous improvement of work practices;
- (b) using natural attrition and re-allocation of duties after consultation in preference to retrenchment or voluntary redundancy, where a reduction in employee numbers is to be achieved;
- (c) training and educating employees and providing retraining where appropriate;
- (d) career development and equal opportunity; and
- (e) timely advice to the parties and employees about any significant re-allocation of labour and changes to service delivery.

The parties agree to fully co-operate in achieving the above principles, including re-allocation of employees wherever necessary.

8.2 Workplace Consultation

Council is committed to actively creating, seeking and sharing knowledge and information and working together in an open and supportive way to achieve shared goals.

To this end, Council recognises the importance of open discussion to facilitate innovation and job satisfaction and is committed to communicating and involving employees in decisions that affect them, including where appropriate, opportunities for employees and their representatives to put forward views, comments and

suggestions on these matters through the LGEG forums. In addition, Council has established a communications framework to ensure effective consultation with employees on matters affecting them (Appendix B).

8.4 Workplace Change Notification

8.4.1 Employer's duty to notify

- a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- b) '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:

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

8.4.2 Employer's duty to consult over change

- a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- b) The consultation must occur as soon as practicable after making the decision referred to in clause 8.4.1.
- c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

8.5 Redundancy

Council is committed to maintaining a permanent workforce and redundancy will only be considered as a last resort. In the event that Council seeks to retrench an employee/s, they will consult with the relevant union/s regarding the reasons for the retrenchment and the redeployment options that have been investigated.

Where there is a likelihood of redundancy Council shall at the earliest practicable time provide all relevant details to the employees concerned and the relevant unions and arrange discussions with the employees and the relevant unions.

Relevant details to be provided to the relevant unions and employees shall include:

- the reasons for the redundancy or likely redundancy of each position affected;
- the number, classification, location and details of the positions that are or are likely to be redundant; and
- presentation of a business case/organisational plan for the work unit concerned.

Redeployment will be the first option for employees affected by possible redundancy:

- An employee whose position has been made redundant may agree to accept redeployment to a suitable alternative position; and
- Within the redeployment/retrenchment notice period Council will endeavour to find suitable alternative employment within Council for each employee whose position has become or will become, redundant as a result of the redundancy decision. Each employee shall be individually interviewed to determine what options may exist for their retraining for positions within Council.

The parties agree that where an employee is made redundant they will be entitled to the following:

- a) Where Council has enacted the provisions of this clause and whereby a position has been made redundant and the incumbent employee retrenched, the following severance benefits shall apply. In addition to the period of notice prescribed for ordinary termination within the applicable Award, an employee whose employment is terminated for reasons of redundancy and retrenchment shall be entitled to the following amount of severance pay in respect of a continuous period of service with Council.
 - b) Service with the predecessor Councils of Hervey Bay City Council, Woocoo Shire Council, Tiaro Shire Council and Maryborough City Council) will be recognised for redundancy and all leave entitlements and accruals
 - c) Severance Pay for Period of Continuous Service –

1 Year or less –	Severance Pay Nil
More than 1 Year -	3 weeks pay per year of service

To a maximum of 52 weeks severance pay.
 - d) Period of notice: twenty eight (28) days notice will be given where an employee is to be retrenched. At the discretion of the CEO, payment in lieu of the notice period may be made to the employee.
 - e) Other employee benefits and entitlements will apply in accordance with this Agreement and the relevant Award.
 - f) Council will inform the appropriate superannuation authority in accordance with the pre-requisite requirements of notice.
 - g) Taxation will be applied in accordance with advice received from the Australian Taxation Office on retrenchment/redundancy.
 - h) Council shall inform Centrelink of the effect of its decision regarding a retrenchment/redundancy subject to the affected employee requesting such notice to be forwarded.

Council will provide the following assistance to employees whose positions are made redundant:

- During the redeployment/redundancy notice period, providing each case has the approval of the employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews.
- Each employee whose position has been made redundant will be given a statement showing the calculation of an estimate of the payments to be made to the employee should retrenchment occur, at least twenty eight (28) days before the date on which retrenchment is to take effect.
- Council will reimburse the cost of financial advice from a qualified financial planner, up to a maximum of \$500 upon the production of satisfactory receipts.

The implementation of this clause shall have regard to the provisions and conditions relating to Redundancy/Retrenchments of the relevant awards contained in clause 1.6.

8.6 Transmission of Business

This clause will apply where the Council proposes to or transmits to a new employer (the transmittee) the business or any part of the business covered by this agreement.

Where a business or part of a business of the Council is transmitted from Council to another employer (the transmittee) and an employee, who at the time of such transmission was an employee of the Council, the Council will ensure that the terms and conditions of employment paid by the transmittee are of no overall disadvantage to the employee than those which applied to their employment with the Council.

Council will ensure the transmittee recognises all previous service and accepts responsibility for all accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits for annual leave, long service leave and personal/carer's leave and recognition of service for the payment of redundancy benefits.

Where the transmittee will not accept responsibility for and recognise all previous service and accrued entitlements, immediately prior to the transmission of business, the Council will pay to employees their accrued entitlements under the terms of this agreement

Where the Council proposes to transmit the business or any part of the business, the Council shall:

- (a) Notify the employees affected and the relevant union/s of the proposed transmission; and
- (b) Discuss with the employees affected and the relevant union/s the effect of the transmission of business.

The discussion will commence as soon as practicable after a decision has been made by the Council to transmit the business or part of the business.

The Council will consider and respond to any reasonable concerns raised by employees and the relevant union/s about the terms of the proposed transmission. In the event of a dispute about the Council's response to concerns raised by employees, the disputes settling clause of this Agreement will be utilised to resolve these concerns.

The Council shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the relevant union/s and the proposed new employer.

Where the Council declares any positions redundant as a consequence of a transmission of business, the following shall apply to affected employees:

- (a) All reasonable steps will be taken to find suitable alternative employment within Council; and
- (b) At the end of the redeployment process, where no suitable offer of redeployment at the same level was available to the employee and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement together with all other accumulated entitlements.

8.7 Union Encouragement

This Agreement recognises the concept of "freedom of association" and employee's right to be represented by the industrial organisations party to this Agreement and their accredited representatives.

Information on relevant union/s will be provided to employees by:

- (a) advising employees at their point of engagement of the place at which this agreement is displayed in the workplace, in accordance with the Queensland Industrial Relations Act and to make them aware of the Union encouragement provision therein as gazetted by the full bench of the Queensland Industrial Relations Commission;
- (b) the unions shall be permitted to post any official notices which have been approved by the relevant union organiser in each office or work area for the information of employees;
- (c) The Council shall advise new employees as to whom the relevant Union Delegate/s are as part of the employee's induction; and
- (d) The Council shall through the employee induction process seek new employee's agreement to provide their name and position details to the union delegates.

8.7.1 Access

Council will allow reasonable access to its employees during normal working hours by accredited officials of an industrial organisation which is a party to this Agreement and which does not disrupt the normal continuity of work or the local governments' business operations in accordance with the provisions of the Industrial Relations Act 1999.

All requests for union entry should be directed to the CEO in writing as soon as practical.

8.7.2 Union Delegates

The Council recognises the role that union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution.

In establishing an appropriate relationship between the Council and the union/s, the following shall apply:

- (a) A person elected or appointed as a union delegate shall, upon written notification to the Council, be recognised as the accredited representative of the Union;
- (b) A union delegate shall have the right to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate does not unduly interfere with the normal continuity of work or business operations;
- (c) A union delegate shall be allowed a reasonable period of time during working hours to consult with an authorised official of the union provided that this does not unduly interfere with the normal continuity of work or business operations;
- (d) The union delegate shall have the right to place notices on notice boards at the Council's premises. Provided that such notices are authorised by the Union and deal with legitimate union matters;
- (e) All union delegates will be entitled to reasonable paid leave to attend union training (up to 5 days per year) as approved by their union. The scope, content and level of the course shall contribute to a better understanding of industrial relations. An application for leave must be made in writing, the granting of leave is subject to approval which will not be unreasonably withheld and will not unduly interfere with the normal continuity of work or business operations.

8.7.3 Facilities

Union delegates shall have reasonable access to Council resources and facilities such as telephone, computers, notice boards, pool vehicles and meeting rooms.

8.8 Commitment to Collective Bargaining

Council is committed, during the life of this Agreement and any re-negotiation, to bargain collectively with its employees and the parties to this Agreement. The parties acknowledge that structured, collective industrial relations will continue as a key element of the operations of Council.

8.9 Bargaining Structure

Council has established the following committee structure to separate the advisory and negotiation functions across two committees (Enterprise Bargaining Committee and LGEG). The Staff Reference Group provides a workforce consultation/communication mechanism to ensure the involvement of all Council employees (both union members and non-union employees).

8.9.1 Enterprise Bargaining Committee

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Local Government Employment Group (LGEG) will continue and be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.

The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation. It is agreed that the LGEG will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between council, employees and the relevant Union. The LGEG will meet every 3 months as a minimum.

For the purposes of negotiating and monitoring negotiations between the parties and to implement this Agreement in accordance with the Queensland Industrial Relations Commission and the Queensland Industrial Relations Act, an Enterprise Bargaining Committee (EBC) has been established.

8.9.2 Local Government Employment Group Membership & Consultation

Local Government Employment Group (LGEG)

The LGEG will be the primary consultation forum on industrial matters and will function as an advisory group to the Chief Executive Officer (CEO) on all matters related to establishing a consistent industrial framework for the FCRC.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the LGEG shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between management, the Enterprise Bargaining Committee, the Staff Reference Group, employee work teams and all unions. The parties are committed to a consultative process which aims to effect a change in the organisations culture through cooperation. Management will assist and support these processes.

The LGEG will monitor the effective implementation of this Agreement. Matters in respect of this Agreement that have been dealt with by the Grievance and Dispute Settlement Procedure clause may, if appropriate, be referred to the LGEG.

8.9.3 Staff Reference Group (SRG)

The role of the SRG is to:

- Ensure appropriate communication and information sharing with employees about the reform process, enterprise bargaining and other workplace matters;
- Provide an avenue for employee consultation on human resource matters and for employees to raise any ideas or concerns; and
- Provide a forum for employees to provide feedback to the LGEG and the EBC.

Part 9: Recruitment, Training and Career Development

9.1 Recruitment and Selection Process

Council at its discretion may elect to advertise any vacant position both externally (i.e. to the general public) and within the organisation (“simultaneous advertising”). Internal advertising in the first instance may occur if Council considers that suitably qualified and experienced applicants are available within the organisation. To determine if there are suitably qualified and experienced applicants before deciding to advertise externally, Council will seek expression of interests from within Council.

Council remains committed to providing career paths for its employees and to that end the parties agree to review the overall impact of this measure through discussions at LGEG committee meetings.

9.2 Training and Development

The parties recognise that in order to maximise the efficiency and productivity of the Council a commitment to structured training and skilled development is required.

Accordingly, Council commits to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing employees with career opportunities through appropriate training;
- (c) Ensuring that all learning and development activities are aligned to the strategic objectives of the Council;
- (d) Assisting in the planning process to ensure full utilisation of current competencies and the development of future competencies of existing employees;
- (e) Ensuring relevant training and development that will support core business and focus on meeting corporate plans within budgetary guidelines;
- (f) Ensuring that such training shall be structured and wherever possible national accredited; and
- (g) Providing training requirements to redeployed employees.

The training and development program will be created from the annual training needs analysis which arises from the performance development and evaluation process for all employees aligned to corporate and business plans.

The program will be developed with employees within the annual allocation set in Council’s budget to ensure the current and future needs of the Council.

Where possible, training and skill development is to be carried out in normal working hours. In the event that it is necessary to conduct training outside normal working hours this shall be arranged having regard to the employee's family responsibilities.

Where Council requests the training to occur outside normal working hours, employees will be paid ordinary time.

9.3 Developing our People

The parties to this Agreement recognise the benefits of developing employees and providing opportunities which enhance the ability of employees to contribute to both their own and the Council's development.

The parties to this Agreement recognise that employees will need:

- (a) new knowledge and skills in order to maintain a high level of service within a constantly changing operating environment;
- (b) encouragement and support throughout this process; and
- (c) a planned approach to employee development, which encourages the creation of a highly skilled and flexible workforce, is required.

9.3.1 Employee Development

Employee development focuses on strategies designed to foster organisational improvements that:

- encourage open communication between all levels within and across the organisation;
- provide a framework for employees to plan and develop career goals and learning needs through an employee development and feedback process;
- facilitate and encourage the improvement of language, literacy and numeracy skills within the Council;
- provide opportunities for multi-skilling through job rotation, job exchange, job swapping, secondment, and higher duties;
- recognise and reward exceptional contributions and performances; and
- foster the development of effective self managed work teams.

9.4 Career Development

Annual employee performance development and evaluation is a formal, structured approach to communicating with an employee about their work performance and development needs in their current position.

Council will undertake employee performance appraisals for all employees within the life of this Agreement.

For the employee, it provides the opportunity for feedback on their performance. For management and employees, performance appraisal is an important tool for the development of employees and will enhance communication in the workplace.

The performance appraisal shall also consider provision for the employees to nominate their preferences in relation to training needs, employee leave, professional development and preferences for future secondments, temporary assignments or transfers.

Schedule 1: Wage Schedule

Classification Level	*YEAR 1 - Effective Dates as per Clause 3.1.1		YEAR 2 - Effective 1 July 2009			YEAR 3 - Effective 1 July 2010		
	Parity 1 July 08	Effective Dates	Wage Increases			Wages Increases		
			4.20%	cl 3.3 relativity	Pay Level	4.20%	cl 3.3 relativity	Pay Level
STATE LGO								
Level 1 Band 1	36,821	38,294	39,902		39,902	41,578		41,578
Band 2	37,477	38,976	40,613		40,613	42,318		42,318
Band 3	38,526	40,067	41,750		41,750	43,503		43,503
Band 4	39,509	41,089	42,815		42,815	44,613		44,613
Band 5	40,492	42,111	43,880		43,880	45,723		45,723
Band 6	41,340	42,994	44,800		44,800	46,681		46,681
Level 2 Band 1	42,336	44,029	45,879		45,879	47,806		47,806
Band 2	43,319	45,052	46,944		46,944	48,915		48,915
Band 3	44,302	46,074	48,009		48,009	50,025		50,025
Band 4	45,285	47,096	49,074		49,074	51,135		51,135
Level 3 Band 1	46,266	48,117	50,138		50,138	52,243		52,243
Band 2	47,249	49,139	51,203		51,203	53,353		53,353
Band 3	48,232	50,161	52,268		52,268	54,463		54,463
Band 4	49,215	51,183	53,333		53,333	55,573		55,573
Level 4 Band 1	50,196	52,204	54,397		54,397	56,681		56,681
Band 2	51,179	53,226	55,462		55,462	57,791		57,791
Band 3	52,029	54,110	56,383		56,383	58,751		58,751
Band 4	53,014	55,134	57,450		57,450	59,863		59,863
Level 5 Band 1	54,017	56,177	58,537		58,537	60,995		60,995
Band 2	54,885	57,081	59,478		59,478	61,976		61,976
Band 3	55,952	58,190	60,634		60,634	63,181		63,181
Level 6 Band 1	57,843	60,157	62,683		62,683	65,316		65,316
Band 2	59,737	62,126	64,736		64,736	67,455		67,455
Band 3	61,623	64,088	66,780		66,780	69,584		69,584
Level 7 Band 1	63,519	66,060	68,834		68,834	71,725		71,725
Band 2	65,404	68,020	70,877		70,877	73,854		73,854
Band 3	67,294	69,986	72,925		72,925	75,988		75,988
Level 8 Band 1	69,562	72,344	75,383		75,383	78,549		78,549
Band 2	71,832	74,705	77,843		77,843	81,112		81,112
Band 3	74,102	77,066	80,303		80,303	83,676		83,676
Band 4	76,233	79,282	82,612		82,612	86,082		86,082
Band 5	78,361	81,495	84,918		84,918	88,485		88,485
STATE LGE								
Level 1	35,636	37,061	38,618	1,159	39,777	41,447	1,161	42,608
Level 2	36,215	37,663	39,245	1,177	40,423	42,120	1,179	43,300
Level 3	36,906	38,382	39,994	1,200	41,194	42,924	1,202	44,126
Level 4	37,604	39,108	40,750	1,223	41,973	43,736	1,225	44,960
Level 5	38,428	39,965	41,644	1,249	42,893	44,694	1,251	45,946
Level 6	39,817	41,410	43,149	1,294	44,443	46,310	1,297	47,607
Level 7	41,200	42,848	44,647	1,339	45,987	47,918	1,342	49,260
Level 8	42,455	44,154	46,008	1,380	47,388	49,379	1,383	50,761
Level 9	43,838	45,592	47,506	1,425	48,932	50,987	1,428	52,414
Engineering Award								
C11	36,215	37,663	39,245	1,177	40,423	42,120	1,179	43,300
C10	38,428	39,965	41,644	1,249	42,893	44,694	1,251	45,946
C9	39,817	41,410	43,149	1,294	44,443	46,310	1,297	47,607
C8	41,200	42,848	44,647	1,339	45,987	47,918	1,342	49,260
Building Trades								
BT1	38,428	39,965	41,644	1,249	42,893	44,694	1,251	45,946
BT2	39,817	41,410	43,149	1,294	44,443	46,310	1,297	47,607
BT3	41,200	42,848	44,647	1,339	45,987	47,918	1,342	49,260
Municipal Baths								
MB1	33,391	34,727	36,185		36,185	37,705		37,705

Schedule 2(a): Annualised Allowances – Former Hervey Bay City Council Employees

This schedule covers all annualised allowances received by employees of the former Hervey Bay City Council, with the exception of those listed in column 3 of Table A. The following allowances are applicable to employees of the former Hervey Bay City Council:

TABLE A

Allowances Annualised (column 1)	Allowances applicable only Trades annualised classifications (column 2)	Allowances excluded from annualisation (column 3)
Rain Water Wet Sewer First Aid Trailer Dirt Garbage Plaque Toilet Poison	Tool Dirt (EA only) Travel (PSBTA only)	Construction Work On Call Annualised Plant Allowance Meal Overtime Shift (night work) Mileage Leading Hand Dead Animals

Conditions

- (a) The annualised allowance is a paid over 52 weeks a year, including annual leave.
- (b) A claim will be required for those allowances listed in column 3.
- (c) The annualised allowance will not be paid for periods of long service leave or extended sick leave. Extended leave for this purpose is defined as a continuous leave period of four working weeks or more.
- (d) Overtime does not attract allowances. This has already been included in the annualised allowances.
- (e) By annualising allowances, employees waive the right to claim the award allowances listed in columns 1 and 2 of Table A.

Eligibility for allowances

- (a) Where an employee is allocated full-time to a particular work crew or team and where they are undertaking substantially the same type of work, they will receive the allowance applicable to the majority of that crew or team.
- (b) Employees who undertake work in another area on a temporary basis will change to the appropriate allowance group where they work in the new role for a full week or longer. Otherwise, the employee will retain their existing allowance.
- (c) Project groups: Groups, crews or tasks may be created where the duties do not equate to the type of work identified for an existing allowance group. This will require the negotiation of an appropriate annualised allowance. Where no agreement can be reached, standard award provisions will apply.

The current annualised allowance groups are:

TABLE B

Allowance Group	Annual Amount	Fortnight allowance
Parks Other	455.45	17.52
Trades - workshop Employees working within the workshop with allowance entitlements as per the Engineering Award – State	1,989.89	76.53

Trades – carpenters Carpenters not covered under another group	4,072.36	156.63
Parks Facilities Maintenance Employees working within Parks cleaning toilets and amenities.	2,312.26	88.93
Other State All state award employees not covered under another allowance group	174.52	6.71
Plant Operators (as per EB 6) Current Plant Operators Link Grimley Aldo Toigo Leon Johnson Graham Walker Peter Young Des Davidson Alan Patterson John Proctor Les Woodman Peter Broom	2,020.34	77.70

Schedule 2(b): Annualised Allowances – Former Maryborough City Council Employees

The following annualised allowances are applicable to employees of the former Maryborough City Council who are classified by level under the Local Government Employees (excluding Brisbane City Council) Award State 2002, Public Sector Building Trades Award State and Engineering Award State and banded under the former Maryborough City Council Annualised Allowance Agreement as follows:

TABLE C

Allowance Group Column 1	Annual Amount Column 2	Fortnight allowance Column 3
Band 1 (Maintenance/ Parks/ Wastewater Treatment Plant/ Water Treatment Plant/ Caretaker /Cemetery /Refuse Collection/ Recycling/25% Loading Gangs/Show grounds)	807.00	31.04
Band 2 (Works/Water)	1,615.00	62.12
Band 3 (Painter)	3,229.00	124.19
Band 4 (Carpenter/Plumber)	4,306.00	165.62
Band 5A (Mechanic)	2,422.00	93.15
Band 5B (Fitter)	4,037.00	155.27
Band 5C (Trades Assistant)	2,960.00	113.85

TABLE D

Allowances Excluded	
Refuse Disposal, Survey Team, DPES Maintenance Leading Hand Allowance (where not appointed) Meal On Call Shift First Aid	Mileage Travel (Teddington)

Conditions

- Annualised rates of pay apply for the purposes of all leave and overtime.
- Claims are required for those allowances excluded in Table D.
- By annualising allowances into the annual rate of pay employees waive the right to make a one off claim for the allowances that have been annualised.

ADDITIONAL ALLOWANCES

The following allowances are applicable to certain employees engaged in the classifications engaged in undertaking the roles of rubbish collection and live sewer work:

TABLE E

Rubbish	1,248 pa	48.00 per fortnight
Waste Water – live sewer	25% per hour	

Schedule 3: Local Area Work Agreements

Ref	Work Area	Award	Content
HB EB6 #1	Waste Services	LGE	Rostering and annualised salary
HB EB6 #2	Library	LGO	Rostering and flexibility of spread of hours.
HB EB6 #3	Compliance Officers	LGO	Rostering, On-Call and flexibility of spread of hours
HB EB6 #4	Aquatic Centres	Municipal Baths	Casual minimum period of engagement

Appendix A: Industrial Relations and Enterprise Bargaining Charter

INDUSTRIAL RELATIONS ENVIRONMENT

In August 2007 the Queensland State Government released the *Local Government Workforce Transition – Code of Practice* (the Code). The aim of the Code is to establish a supportive and consistent framework for local government employees to make the transition from a merging local government to a new local government. One of the key elements of the Code is the establishment of a new Enterprise Agreement.

In accordance with the Code, a new industrial agreement will be established for the Fraser Coast Regional Council (FCRC) prior to 15 March 2009. Where this does not occur, parties can refer the matter to the Queensland Industrial Relations Commission for arbitration.

Existing industrial agreements from the former Hervey Bay City, Maryborough City, Tiara Shire and Woocoo Shire Councils transferred to FCRC at amalgamation. These industrial instruments have been extended by agreement between Council and the relevant Unions until the first FCRC Enterprise Bargaining Agreement is made.

Local government in Queensland is now subject to the *Queensland Industrial Relations Act 1993* as a result of the amendments passed by the Queensland Parliament earlier in 2008. As a result, new certified agreements are to be made pursuant to the *Industrial Relations Act*. The Code also states that new industrial agreements for local governments will be established in the state industrial relations system.

This change does not affect the pay rates and other entitlements of local government employees. The Act “converts” the Queensland Local Government Officers’ Award 1998 into a State industrial instrument. The various State industrial awards still apply to local government operational employees under the Queensland industrial relations system.

The Code specifies that for the purposes of these new state industrial agreements the “no disadvantage” test must be based on the terms and conditions of the existing industrial agreements and awards. The “no disadvantage” test must be applied so as to ensure that new industrial agreements must not, on an **overall basis**, disadvantage workers in relation to the existing conditions that they work under.

Transformation of the Employment Subcommittee (ESC)

Consistent with the *Local Government Reform Local Transition Guidelines October 2007* (the Guidelines) and following the establishment of the new Council, the term of the FCRC Employment Subcommittee (ESC) expired. The Guidelines state that the ESC shall be reconstituted as the *Local Government Employment Group (LGEG)*. The LGEG will continue to have representatives from management of the new Council and Unions and shall be in place for the period of transition (i.e. until 16 March 2011).

The Guidelines state that the role of the LGEG is to act as an “**advisory group to the CEO on all matters related to establishing a consistent industrial framework for the new local government.** The role of the group is to:

- **Develop, negotiate and agree upon the new industrial instruments to cover the successor local government;**
- *Develop recommendations on how existing industrial instruments will apply to new employees pending new industrial instruments being finalised;*
- *Develop the framework for employment matters during transition; and*
- *Oversee the implementation of the employment code and regulations for the transition period.*

Prior to the implementation of changes which may have a significant effect on an employee or employees during the transition period, the employer will advise the LGEG of the changes and the likely effect on employees. Employees and their unions will be fully consulted about such proposed changes at the earliest opportunity. Affected employees and their union will also have an opportunity to comment on any reports relevant to employee matters.”

The FCRC considers that there may be a potential conflict in the role of the LGEG to advise the CEO on industrial matters as well as negotiate and agree upon the new Enterprise Agreement. Accordingly, Council will establish the following Committee structure to separate the advisory and negotiation functions across two committees and establish workforce consultation/communication mechanisms to ensure the involvement of all Council employees (both union members and non-union employees).

LOCAL GOVERNMENT EMPLOYMENT GROUP (LGEG)

The LGEG will be the primary consultation forum on industrial matters and will function as an advisory group to the Chief Executive Officer (CEO) on all matters related to establishing a consistent industrial framework for the FCRC. This includes:

- Developing recommendations on how existing industrial instruments will apply to new employees pending the FCRC enterprise agreement being finalised;
- Developing the framework for employment matters during transition;
- Overseeing the implementation of the Code and regulations for the transition period;
- Commenting on any changes proposed by Council which may have a significant effect on an employee or employees during the transition period.

Issues referred to the LGEG will be raised through the Chair to the CEO or referred to the Enterprise Bargaining Committee.

Following the certification of the FCRC enterprise agreement, the LGEG will monitor the effective implementation of the Agreement. Matters in respect of the Agreement that have been dealt with by the Grievance and Dispute Settlement Procedure Clause may, if appropriate, be referred to the LGEG.

LGEG Membership

The LGEG will consist of representation of:

- Unions, as representatives of the FCRC employees;
- Non-union employees; and
- Council management.

LOCAL GOVERNMENT EMPLOYMENT GROUP			
FCRC Management	No.	of	No. of
	reps		proxies
Chief Executive Officer	1		1
Director Organisational Services	1		1
Management	3		3
Human Resources	1		1
Unions	No.	of	No. of
(officials and/or union employees)	reps		proxies
Queensland Services Union (QSU)	3		2
Australian Workers' Union (AWU)	3		3
Construction, Forestry, Mining & Energy Industrial Union (CFMEU)	1		1
Federated Engine Drivers' & Firemen's Association of Australasia (FEDFA)	1		1
Transport Workers' Union (TWU)	1		1
Automotive, Metals, Engineering, Printing & Kindred Industries Industrial Union (AMWU)	1		1
Liquor, Hospitality and Miscellaneous Union (LHMU)	1		1
Association of Professional Engineers, Scientists & Managers Australia (APESMA)	1		1
Staff Reference Group	No.	of	No. of
	reps		proxies
Employees nominated by Staff Reference Group	3		3
Total	21		20

Once formed, the LGEG will elect a Chairperson and determine the date, time, place and frequency of meetings. Union officials may attend and speak at all LGEG meetings and will be advised of the date, time and venue of meetings.

Union proxies can attend both the LGEG and EBC meeting as observers.

ENTERPRISE BARGAINING COMMITTEE (EBC)

The Enterprise Bargaining Committee (EBC) will focus on the negotiation of the first enterprise agreement for FCRC.

The proposal is for a union collective agreement and the parties to that agreement are the employer and the relevant employee organisations (Unions). Although all FCRC employees will have the benefit of the resulting agreement, the employees are not parties to a union collective agreement. As such, no non-union employee representatives are permitted to participate on the EBC.

EBC Membership

The EBC will consist of representation of:

- Unions, as representatives of the FCRC employees; and
- Council management.

The membership of the EBC will mirror that of the LGEG with the exception of non-union employee representatives.

ENTERPRISE BARGAINING COMMITTEE		
FCRC Management	No. of reps	No. of proxies
Chief Executive Officer	1	1
Director Organisational Services Management	1	1
Human Resources	3	3
	1	1
Unions (officials and/or union employees)	No. of reps	No. of proxies
Queensland Services Union (QSU)	3	2
Australian Workers' Union (AWU)	3	3
Construction, Forestry, Mining & Energy Industrial Union (CFMEU)	1	1
Federated Engine Drivers' & Firemen's Association of Australasia (FEDFA)	1	1
Transport Workers' Union (TWU)	1	1
Automotive, Metals, Engineering, Printing & Kindred Industries Industrial Union (AMWU)	1	1
Liquor, Hospitality and Miscellaneous Union (LHMU)	1	1
Association of Professional Engineers, Scientists & Managers Australia (APESMA)	1	1
Total	18	17

To enable the EBC to be established it necessitates the election of Union employee representatives. The relevant Unions who will be party to the Agreement will determine the number of representatives from each work location to meet the required employee representation.

The relevant Unions will call for nominations and conduct an election if required, and appoint the employee representatives to the EBC. Once the elections have been finalised the EBC will elect a Chairperson and inform the CEO that it is now in a position to commence the negotiation of a new industrial agreement with Council.

Once formed, the EBC will elect a Chairperson and determine the date, time, place and frequency of meetings. Union officials may attend and speak at all LGEG meetings and will be advised of the date, time and venue of meetings.

Conduct of Enterprise Bargaining Committee Meetings

To ensure that the EBC has adequate resources and facilities the following will be provided.

Secretarial Services

Secretarial services shall be organised by the Chief Executive Officer. Secretarial services will provide for:

- recording and distributing minutes
- drawing up and circulating the agenda before meetings
- coordinating administrative arrangements.

Support Services

Committee members shall have access to all necessary facilities and resources.

Meetings

- Meetings shall be held as required and be convened by the Chairperson or by prior resolution of the Committee. Meetings shall be held during ordinary working or office hours and shall be for no more than four (4) hours unless otherwise determined by the Committee.
- The quorum shall comprise:

- 5 Union Representatives representing the employees; and
 - 3 members representing Management.
- (c) The agenda is to be distributed at least four (4) working days (close of business Monday) prior to each meeting. Unresolved matters from the previous meeting are to be the first items on the agenda. Where possible, new agenda items are to be provided to the CEO five (5) days (close of business Friday) prior to the meeting. The Chairperson has the authority to accept late items.
- (d) Every effort will be made to have the minutes distributed within four (4) working days following the meeting. The minutes shall include:
- (a) a list of attendees and apologies;
 - (b) a summary of issues and alternatives proposed;
 - (c) decisions and/or recommendations with a timeframe for implementation; and
 - (d) a timeframe for consideration of deferred issues.
- (e) A copy of the minutes will be provided to each Committee member and each Union representative, and submitted for confirmation at the next meeting.

Decision Making Process

The EBC commits to reach agreement by consensus. In the event that consensus cannot be reached, the parties reserve the right to refer the matter to a third party (QIRC) for conciliation and/or mediation. The enterprise agreement shall be endorsed by the Council, and by at least 65% of the employee votes returned.

Access to Relevant Information

The EBC may have access to all information and documents relevant to issues being considered by the Committee.

Should such access to information and/or documents requested or required by the Committee be denied because they are “In Confidence”, such a decision must be fully justified by management.

The EBC will make all reasonable efforts to request specific documents and/or items of information within adequate time. However, this does not diminish each party’s responsibility to provide all relevant information and documents in a timely manner.

Attendance of Additional Guests

The EBC shall determine the roles and responsibilities of external representatives subject to the following:

- (a) The Chairperson, or Committee, may invite any person with expert or special knowledge of a matter under consideration to attend;
- (b) Non-members may participate in discussions but shall not participate in the decision making process;
- (c) Additional Union organisers and LGAQ officials are welcome to attend the meetings and participate in discussions in an advisory capacity; and
- (d) Any requests for attendance at meetings shall be determined by the Committee.

Communication Requirements

All EBC members are required to communicate and consult with the workforce and to canvas opinions and suggestions to ensure full employee involvement. Management will co-operate to provide time and facilities to enable this process having regard to business requirements.

At the conclusion of each meeting, the EBC shall be responsible for communicating information to employees. Management is responsible for ensuring a framework for distribution of minutes is in place.

Rights and Duties

The EBC Chairperson is responsible for:

- the control and direction of meetings to ensure adherence to the matters being discussed
- placing time limits on any unresolved matters
- ensuring that there are no outside interruptions to meetings.

All EBC members are to participate in good faith and carry out their duties in a responsible and honest manner with particular consideration to:

- representing the views of their constituents
- representing the views of the Committee
- listening attentively and respectfully to all points of view
- encouraging participation and discussion by all members
- accepting responsibility for their action plans
- adequately preparing for meetings
- observing meeting start and finish times
- respecting the confidentiality of any confidential or sensitive information disclosed at meetings
- attendance at every meeting possible.

Payment of EBC Members

All employee representatives shall be paid their ordinary rate of pay whilst engaged on Committee work during their normal hours of work. All time worked out of normal working hours shall be taken as TOIL.

STAFF REFERENCE GROUP (SRG)

It is vital that any proposed agreement has its terms clearly explained to all employees and a valid majority (regardless of Union membership) approve the proposed Agreement. In order to communicate information from the LGEG/EBC to all employees, consult with the workforce and ensure full employee involvement, a Staff Reference Group (SRG) will be formed.

The role of the SRG is to:

- Ensure appropriate communication and information sharing with employees about the reform process, enterprise bargaining and other workplace matters;
- Provide an avenue for employee consultation on human resource matters and for employees to raise any ideas or concerns; and
- Provide a forum for employees to provide feedback to the LGEG and the EBC.

To ensure that the SRG represents the interests of employees, members should either be nominated by employees or express an interest in being involved.

STAFF REFERENCE GROUP	
	No. of reps
Management	1
Employees ¹	11
Human Resources	1
Total	13

¹ Membership should consist of representatives of:

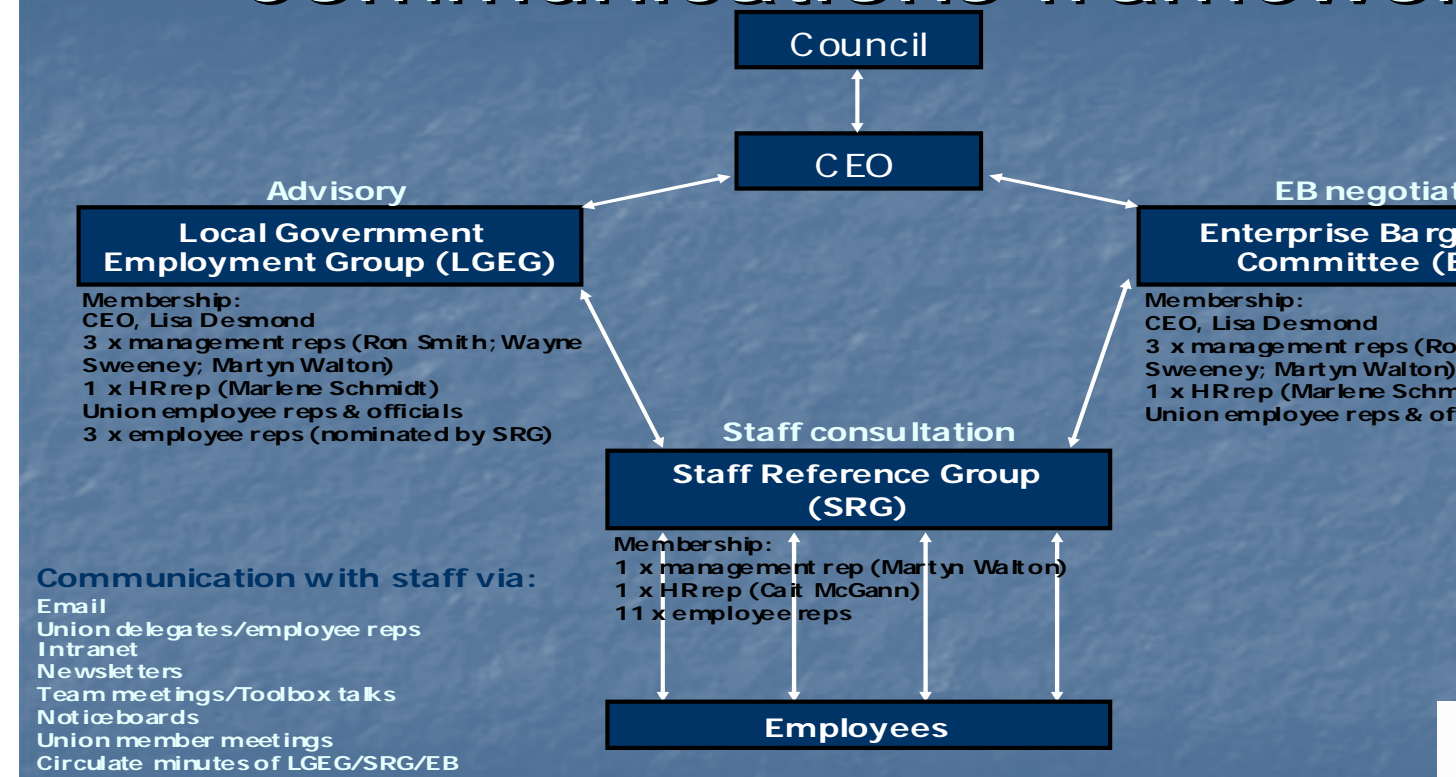
- a mix of Council employees representative of inside and outside workers;
- target groups, i.e. women, indigenous, part-time, youth, etc;
- non-management and management; and
- Union and non-Union employees.

The Group will nominate three non-Union employee SRG members as representatives on the LGEG.

The SRG will consider employee requests for inclusion in the Enterprise Agreement negotiations and shall forward and receive information through the appropriate representative on the EBC.

It is the responsibility of the members of the SRG to ensure that they communicate with the employees that they represent about the progress of the Group and to receive input and feedback from employees.

Communications framework



Shaping the future ... together

Signed for and on behalf of the
Fraser Coast Regional Council Andrew Brien
ABN 192 778 506 89 Chief Executive Officer
In the presence of Jill Fowlie

Signed for and on behalf of the
Australian Workers' Union of Employees, Queensland..... W. Ludwig
In the presence of:..... E. Martin

Signed for and on behalf of the
Queensland Services, Industrial Union of Employees Jennifer Earl
In the presence of:..... Kath Nelson

Signed for and on behalf of the
Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland..... Michael Ravbar
In the presence of:..... R. Monaghan

Signed for and on behalf of the
Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees.... Michael Ravbar
In the presence of:..... R. Monaghan

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland Brian Devlin
In the presence of:..... Elizabeth Barlow

Signed for and on behalf of the
Liquor, Hospitality and Miscellaneous Union, Queensland Branch
Union of Employees (LHMU), Gary Bullock
In the presence of:..... Kristine Zbruk