

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Lockyer Valley Regional Council Certified Agreement Field Staff - 2008

*Matter No. CA/2008/346*

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:

**Lockyer Valley Regional Council Certified Agreement Field Staff - 2008 – CA/2008/346**

Made between:

Lockyer Valley Regional Council (ABN 52 67 3165 312)

AND

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

The agreement was certified by the Commission on 21 January 2009 and shall operate from 21 January 2009 until its nominal expiry on 20 January 2012.

This agreement cancels:

Laidley Shire Council Certified Agreement 2004 (CA/2005/126)  
Gatton Shire Council Certified Agreement 2004 (CA2005/135).

By the Commission.

Commissioner Thompson

## 1. TITLE

**This Agreement shall be known as the Lockyer Valley Regional Council Certified Agreement (Field Staff) - 2008.**

## 2. ARRANGEMENT

### Clause No.

- 1 Title
- 2 Arrangement
- 3 Relationship to Parent Award
- 4 Commitment to Collective Bargaining
- 5 Definitions
- 6 Parties Bound
- 7 Date and Period of Operation
- 8 Purpose and Objective of Agreement
- 9 Communication and Consultation
- 10 Salary Increases
- 11 Classifications Covered by this Agreement
- 12 Dispute Resolution Relating to this Agreement
- 13 Span and Spread of Hours
- 14 Call out Arrangements
- 15 Productivity and Efficiency
- 16 Allowances
- 17 Redundancy Arrangements
- 18 Flexible Recreation Leave
- 19 Bereavement Leave
- 20 Unpaid Leave
- 21 Sick Leave
- 22 Absenteeism and Sick Leave Management
- 23 Carer's Leave
- 24 Long Service Leave
- 25 Employees Absent Due to Flooding / Natural Disasters
- 26 Workers Compensation Sick Leave Top Up
- 27 Specific Projects / Tasks
- 28 Employment Security
- 29 Protection Clause for Emergency Workers
- 30 TOIL
- 31 Positive Employment Relations
- 32 Salary Sacrificing
- 33 Superannuation Fund
- 34 No Extra Claims
- 35 Copy of Agreement
- 36 Commitment to Investigate Competency Based Structure

Appendix "A" – Bargaining Agreement Dispute Settlement Procedure Flow Chart

Appendix "B" – Schedule of Wages

## 3. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees (Excluding Brisbane City Council) Award State, Building Trades Public Sector Award – State, Engineering Award – State, Civil Construction, Operations and Maintenance General Award – State and Child Care Industry Award - State provided that where there is any inconsistency between this Agreement and the Local Government Employees (Excluding Brisbane City Council) Award State, Building Trades Public Sector Award – State, Engineering Award – State, Civil Construction, Operations and Maintenance General Award – State 2003, and Children's Services Award - State 2006, this Agreement shall take precedence to the extent of the inconsistency.

## 4. COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this agreement and in its renegotiation, to bargain collectively with the parties to this agreement in respect of employees whose terms and conditions have traditionally been covered by the relevant parent award (s).

## 5. DEFINITIONS

- “**Act**” means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- “**Agreement**” shall mean the “Lockyer Valley Regional Council Certified Agreement No. 1 - 2008”.
- “**Commission**” means the Queensland Industrial Relations Commission.
- “**Council**” shall mean the Lockyer Valley Regional Council.
- “**Emergencies**” shall mean where there is potential for loss of life or property damage.
- “**Employee**” The term ‘employee’ refers to a paid member of Council’s workforce.
- “**Flat Rate**” A flat rate in the case of project specific agreements may be established by mutual agreement between the employer and employee. The flat rate will not be less than the ordinary rate of pay for an employee.
- “**Genuine Needs**” shall mean, for the purpose of this Agreement either illness or crisis in the employees immediate family or household, or the need to avoid leaving children unattended, or the need to fulfill a pre-existing community commitment.
- “**Mutual Agreement**” Where any matter is to be decided by mutual agreement, sufficient information and reasonable time must be provided. Mutual agreement shall be reached by means of consensus. If consensus cannot be reached, the matter is to be referred to an independent third party for mediation.

In the case of a group of employees, if mutual agreement is reached with a majority of employees in the group, then the matter shall proceed according to the agreement.

- “**Productivity**” is the effective and efficient use of resources to achieve the goals and objectives of the organization.
- “**Ordinary time earnings**” means the earnings before tax on an employee’s ordinary hours of work.
- “**Time off in lieu**” is time taken off and paid for on the same equivalent as the time actually worked.
- “**Union**” means:
  - The Australian Workers' Union of Employees, Queensland (AWU); or
  - Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA); or
  - Transport Workers' Union of Australia, Union of Employees, (Queensland Branch) (TWU); or
  - Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees (LHMU); or
  - Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU); or
  - The Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland (CFMEU).

## 6. PARTIES BOUND

This Agreement shall apply to the Lockyer Valley Regional Council (“the Council”), the unions listed below and their members or persons eligible to be their members employed by the Council under any of the relevant Awards. All employees, including trainees, commencing with the employer during the life of this agreement shall be employed in accordance with the terms of this agreement.

This Agreement has been entered into between the Lockyer Valley Regional Council (52 673 165 312) and its employees along with the unions listed below:

- The Australian Workers' Union of Employees, Queensland (AWU) (54 942 536 069); or
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees (FEDFA) (73 089 711 903); or
- Transport Workers' Union of Australia, Union of Employees, (Queensland Branch) (TWU) (80 519 645 130); or
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU) (69 844 574 256); or

- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU) (59 459 725 116); or
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CMFEU) (73 089 711 903).

## **7. DATE AND PERIOD OF OPERATION**

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the beginning of the first full pay period following receipt by Council of the Agreement signed by all parties to the Agreement and shall have a nominal expiry date of three years. Negotiations for a new agreement will commence six (6) months prior to this agreement's date of expiry.

## **8. PURPOSE AND OBJECTIVE OF AGREEMENT**

The purpose and objective of this agreement is to advance the Lockyer Valley Regional Council's corporate mission, values, goals and strategies and facilitate a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- (a) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- (b) Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- (c) Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- (d) Commit to maintaining a healthy and safe work environment.
- (e) Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- (f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- (g) The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

## **9. COMMUNICATION AND CONSULTATION**

The parties acknowledge the right of the elected Council to determine policies from time to time. Once such policy has been established there will be consultation with all levels of staff in relation to its implementation.

To this end the Enterprise Bargaining Team shall continue to meet when necessary, to facilitate the consultation process.

It is agreed between the parties that there needs to be effective two-way communication between management, the Enterprise Bargaining Team, employees, and the relevant unions.

The parties are committed to a consultation process, which aims to effect change in the organization through co-operation.

## **10. SALARY INCREASES**

A schedule of wage and salary rates to apply during the life of this Agreement is attached as Appendix "B". These rates will become operative from the first full pay period following receipt by Council of the Agreement signed by all parties to the Agreement and will be adjusted from time to time by Safety Net determinations.

In the case of junior employees, trainees and apprentices, pro rata pay increases will be paid based on the percentage of the adult salary applicable in each case.

All employees are guaranteed to remain at least 20% above the award rate. In the event that an employee's pay rate falls below this 20%, an adjustment will be made to increase the rate to 20% above the award rate except Child Care Centre employees whose rate is determined as per Clause 13.2.2.

Should the Safety Net or equivalent system become redundant or change significantly so as to alter the arrangements set out in the Salary Schedule, the Enterprise Bargaining Team will reconvene to renegotiate the Salary Schedule.

## **11. CLASSIFICATIONS COVERED BY THIS AGREEMENT**

### **Classification**

Council positions will be classified in accordance with the level definitions/characteristics provided for in the Local Government Employees (Excluding Brisbane City Council) Award State, this Agreement and the provisions set out below.

Position descriptions shall be used as the primary source of classifying positions. Council will provide to each employee a position description which will be classified in accordance with the level determinations provided for in the relevant Awards and accurately identifies the following as a minimum:

- (a) The requirements of the job;
- (b) The skills, knowledge, experience, qualifications, and/or training required;
- (c) The responsibility level of the position;
- (d) The organisational relationship of the position; and
- (e) The accountability/extent of authority of the position.

## **12. DISPUTE RESOLUTION RELATING TO THE AGREEMENT**

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

- (a) Any employee or employees with a genuine grievance or complaint regarding any aspect of the employment of such employee/s shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- (b) If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to notify the duly authorized Union official.
- (c) Should the grievance still be unresolved, the matter should then be referred to the Chief Executive Officer and a duly authorized Union official who shall attempt to facilitate a resolution.
- (d) If after the above steps the matter remains unresolved, the dispute shall be referred to the Industrial Relations Commission.
- (e) While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
- (f) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
- (g) The above procedures do not restrict Lockyer Valley Regional Council or an authorized representative or duly authorized official of the Union from making representations to each other.

## **13. SPAN AND SPREAD OF HOURS**

### **Flexible work practices and modernisation**

In addition to the flexible working arrangements available within this agreement to support work and family harmony, the parties agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

Further implementation of such conditions will be subject to operational requirements, employee support and cost to the Council. By agreement between Council and employees in a section or sections of work, and at their request a nominated representative, and the relevant Union, local flexibility can be reached involving the following provisions:-

- (a) Span of hours;
- (b) Rostering and Work Cycles;
- (c) Roster breaks;
- (d) Timing of rest pauses, meal breaks and annual leave;

- (e) Contract of Employment and Period of Notice;
- (f) Other matters by mutual consent by way of a Local Area Agreement.

Without limiting the options for arrangement of work cycles, examples of the way work cycles may be arranged are as follows:

Full time employees working 152 hrs in a 4 week cycle:

- Employees working less than 8 ordinary hours each day; or
- Employees working less than 8 ordinary hours on one or more days each work cycle; or
- Fixing one or more work days on which all employees will be off during a particular work cycle; or
- Rostering employees off on various days of the week during a particular work cycle, so that each employee has one workday off during that cycle.

The parties are committed to modernising the terms of the agreement so it provides more flexible working arrangements, enhancement of the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in the restructuring process.

The parties commit themselves to the following principles:

- (a) Acceptance in principle that new structures may be more suitable for the needs of Council, reflecting the different skill levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range of duties where appropriate;
- (b) The parties will work to create a genuine career path for employees which allows advancement based on skill/qualification acquisition, use of such skills/qualifications and the requirement to perform functions;
- (c) Co-operation in the transition from current structures, and definitions to a new structure without creating false expectations or disputation

Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote de-skilling.

Council may direct an employee to carry out such duties and use such tools and equipment as may be required if the employee has been properly trained in the use of such tools and equipment.

The parties agree that there is a need to address workplace efficiencies, effectiveness, and services so that Council and its employees improve their future efficiency and effectiveness.

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and/or an agent or representative for the employee.

### **13.1 Nine Day Fortnight / Four Day Week**

Field and Depot based staff agree to work a four (4) consecutive day week consisting of nine and a half hour days (4 X 9.5 hrs) where applicable or as mutually agreed. During certain times of the year and/or for particular projects, the four day working week may be changed to suit the particular circumstances provided the proposed changes are introduced by mutual agreement. This four day week system of operation will be introduced as soon as arrangements are in place following the signing of this agreement.

Employees required to be on call, or required to be on duty during the Christmas shut down are not required to use any part of their rostered days off during the shut down. That is, these staff will work ordinary time during the Christmas closedown.

### **13.2 Span of Hours**

The Parties agree to a span of work hours between 6.00 am and 7.00 pm Monday to Friday generally and otherwise by mutual agreement between the employee and employer.

An alternate means of providing Council's services may be set in place by mutual agreement between the employee and employer such that a normal working day may be rostered within the above span of hours.

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

### **13.2.1 Job Share Arrangements**

The parties agree that job sharing arrangements do not require an equal (50:50) division of the position. Subject to written agreement of the employees involved, the Council and the relevant Union, proportional divisions of positions will be permissible (e.g., 60:40 or 70:30).

### **13.2.2 Child Care Centre**

The Parties agree to be flexible in part-time hours worked. Should the number of children in attendance at the Centre fall to below the regulated requirement, part-time personnel would re-locate to another section of the Centre.

The Parties agree to consult on any building alterations, which may increase the licensed number of children at the Centre.

Up to 12 non-contact hours are available to the Centre to prepare programmes for the week.

The Parties agree to monitor the services provided to reduce costs without reducing the services (e.g. breakfast timetable).

The Parties agree that employees working at the Child Care Centre will have their wage rates held at 3% above the Children's Services Award - State 2006 as amended from time to time, for the duration of the Agreement.

### **13.2.3 Street Cleaning and Cleaning/Maintenance of Public Facilities**

Council's permanent employees may undertake street cleaning and cleaning of public facilities operations alternately as casual employees, rostered on any of the seven days per week. In order to bring the two operating procedures together the following process will be employed:-

- Current rates will be updated in line with the rates outlined in Schedule B of this Agreement as per the historic systems in place;
- Within 12 months of Certification of this Agreement, a new amalgamated system will be designed through consultation with the various staff members and introduced once agreement is reached and from an agreed selected starting date.
- The new system will be documented and will operate from the starting date selected to the end on this Agreement.

The Parties agree that the new system between the employer, the employee and the Parties to this Agreement may include street cleaning and cleaning of public facilities operations so that Monday to Sunday becomes the normal working week and that a roster would be prepared to carry out the street cleaning operations as well as other options to streamline the process.

### **13.2.4 Machinery Operators – Service Time**

With the dissolution of the annualisation of allowances process in parts of the Council organisation, it is proposed to introduce a system that caters for this change within twelve months. The process to be used is outlined as follows:

- Affected staff will be required to identify the service time previously annualised on their timesheets. Payment will continue to be made for this time at overtime rates until the new system is instituted.
- Council will construct a system that allows for individual machines to be serviced on a daily basis by the operators and for major services and other maintenance to be undertaken by the workshop staff. The design of this system will be undertaken in consultation with the operators.
- Once this system is finalised, and it is expected it will determine a time required for specified tasks to be completed by the operators, all involved staff (ie staff involved with the dissolved annualisation process and others) will be trained in the system and required to enter these determined times on their timesheets on a daily basis. This time will then be paid at overtime rates or may be accrued and be taken as TOIL.
- Staff not involved with the former annualisation process will be required to identify their service time on their timesheets. During the period between the introduction of this Agreement and the introduction of the new system the service time worked will be paid at overtime rates.

#### **14. CALL OUT ARRANGEMENTS**

The parties agreed that staff required to be on standby (on-call) will be paid the highest rate of either of the following awards:

- Local Government Officers' Award 1998 State; or
- Local Government Employees (excluding Brisbane City Council) Award - State 2003

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

#### **15. PRODUCTIVITY AND EFFICIENCY**

The parties agree that any efficiencies suggested by the staff and accepted by Council will be calculated with the gain being distributed between the parties on a 50:50 basis. If there is an ongoing benefit to the organization the gain will be passed on in the form of a wage rise and Schedule B will be adjusted accordingly.

The essence of this clause is to encourage all staff to seek productivity improvements to Council operations in the interests of improving service delivery to ratepayers and to improve administrative efficiency in the delivery of Council operations. During the first six months of this Agreement a process for accepting and approving suggested efficiency gains will be developed.

#### **16. ALLOWANCES**

##### **Use of Private Motor Vehicle**

Where an employee is required to use a private motor vehicle for Council business, or on work related travel, the employee is entitled to an allowance equal to the rate specified by the Australian Taxation Office.

#### **17. REDUNDANCY ARRANGMENTS**

In the case of a position becoming redundant, the following scale of severance payments shall apply for employees in respect of continuous local government service, including service with The Lockyer Valley Regional Council.

No severance pay shall be made pursuant to the redundancy arrangements where the employee has accepted a redeployed position. At Council's discretion, it may elect to pay out the relevant notice period instead of the employee serving this time.

- (a) Severance pay based on following length of service;

2 weeks salary for every year of service. A maximum of 52 weeks will apply.

- (b) An ex gratia payment to be made in respect of accrued sick leave, on the basis of payment of 50% of accrued sick leave, provided that this shall not apply to any employee with less than 2 years of continuous local government service.
- (c) Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Council will maintain the income of the employee at the pre transfer rate for a period of twelve (12) months from the date of appointment to the new position. After this period the income will revert to one increment above the level originally determined for the new position at the time of the transfer provided performance has been satisfactory.

#### **18. FLEXIBLE RECREATION LEAVE**

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

- Council currently closes down its operations for a period of time over the Christmas/New Year period with the balance of leave for employees to be taken by mutual agreement during the year. It is also agreed that the current system of a skeleton crew to work during the Christmas/New Year closedown period be continued.
- Employees may accumulate recreation leave for a period of two (2) years in arrears before taking such leave. However, if mutually agreed between the employee and employer, recreation leave for the employee may

accumulate for a further period of twelve (12) months, ie. an employee may hold up to twelve (12) weeks annual leave in total by prior mutual agreement with the Council.

Every effort will be made by Management to accommodate the needs of employees to take their accrued recreation leave, however, due regard must be given to maintaining a productive and effective work unit at all times.

## **19. BEREAVEMENT LEAVE**

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

Wife	Sister	Sister-in-law
De facto wife	Child	Son-in-law
Husband	Step-child	Daughter-in-law
De facto husband	Step-father	Grandfather
Fiancé	Step-mother	Grandmother
Father	Half-brother	Grandson
Mother	Half-sister	Granddaughter
Father-in-law	Step-brother	Same sex partner
Mother-in-law	Step-sister	
Brother	Brother-in-law	

This may be subject to the production of one of the following:

1. Satisfactory evidence of death to the employer; or
2. The completion of a statutory declaration under the provisions of the Oaths Act.

In relation to bereavement leave, any extension to the above provisions is subject to negotiation with management. Where any employee is required to travel for some distance outside the region, additional reasonable time for travel may be negotiated with management.

## **20. UNPAID LEAVE**

Unpaid Leave is available upon the approval of the Chief Executive Officer. This form of leave is intended for employees who wish to further their education and skill levels without leaving the organization. The Chief Executive Officer may consider special circumstances. The following guidelines apply:

- A minimum period of three (3) months and a maximum period of twelve (12) months leave applies.
- All entitlements are frozen for the duration of the leave period.
- A notice period applies, with a minimum of one (1) month, preferred three (3) months notice.
- Notification of intent to return to employment is required one (1) month prior to the end of the approved leave period.
- This form of leave is available to be utilised once in the lifetime of this agreement.
- The specific job that an employee held prior to taking unpaid leave is not guaranteed upon employment return, due to possible unforeseen circumstances (e.g. specific job had been altered or removed).

## **21. SICK LEAVE**

Sick Leave entitlements will be 15 days per year. Such Sick Leave entitlement will commence on the following dates:

- Employees of the former Gatton Shire Council – 20<sup>th</sup> September, 2001; and
- Employees of the former Laidley Shire Council – 8<sup>th</sup> April, 2005

No ceiling applies to the total number of accrued days of sick leave.

## **22. ABSENTEEISM AND SICK LEAVE MANAGEMENT**

The Parties agree that management will review regular payroll reports concerning the usage of sick leave entitlements by employees during the term of the agreement. Management will advise employees when their sick leave usage could be determined to be absenteeism.

The term, “absenteeism” refers to unsubstantiated days absent from the workplace. It does not include days absent on workers compensation or on family leave. As a guide for management, “absenteeism” refers to a discernable pattern in sick leave usage, for example; four (4) days of unsubstantiated sick leave within a six (6) month period.

In the case of further absences by the employee, management after consulting with the relevant Union, will interview the employee and their nominated representative if requested to be present by the employee, and counsel the employee if necessary.

### 23. CARER'S LEAVE

In relation to availability of paid personal leave for the purposes of caring for an immediate family or household member who is sick and requires the employees care and support, the definition of "immediate family" is extended to include:

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

### 24. LONG SERVICE LEAVE

Long Service Leave shall accrue at the rate of 1.3 weeks per year of service as from the following dates:

- Employees of the previous Gatton Shire Council – 20<sup>th</sup> September, 2004
- Employees of the previous Laidley Shire Council – 11<sup>th</sup> April, 2003

The entitlement will be a summation of entitlements from both systems i.e.

*Employees of the previous Gatton Shire Council:*

Number of years service before 20<sup>th</sup> September, 2004 X 0.866667 = A

Number of years service after 20<sup>th</sup> September, 2004 X 1.3 = B

Entitlement will be A + B weeks.

*Employees of the previous Laidley Shire Council:*

Number of years of service before 11 April, 2003 X 0.866667 = A

Number of years service after 11 April, 2003 X 1.3 = B

Entitlement will be A + B weeks

Employees will be entitled to take Long Service Leave after completing ten (10) years service with the Council. Pro rata Long Service Leave will be available upon termination of employment after seven (7) years equivalent service.

### 25. EMPLOYEES ABSENT DUE TO FLOODING/NATURAL DISASTERS

In the event of a natural disaster which prevents an employee from attending work, or getting home from work, Council will pay the employee as follows: -

- (a) Council agrees to pay the first day;
- (b) The employee shall be required to use two accrued RDO's or the equivalent accrued time-in lieu, or, in the case of an employee who does not have accrued RDO's or accrued time-in-lieu, two RDO's in advance;
- (c) If, after the two RDO's (or RDO's in advance) have been taken, the employee is still unable to attend work because of the natural disaster, Council will pay the employee as necessary, as if they had attended work for up to a maximum of an two additional days without affecting the employee's leave accruals (ie three days in total including first day as set out in clause 26(a) );
- (d) This will only apply providing the employee has exhausted all endeavours to attend work. This clause will apply only for a maximum of two events per Calendar year.
- (e) Extensions past this period (i.e. five (5) working days) will be considered by Council on a case by case basis.

## **26. WORKERS COMPENSATION SICK LEAVE TOP UP**

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

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

Entitlement to this provision would be decided by the Chief Executive Officer on a case-by-case basis following consultation with the employee concerned, the Workplace Rehabilitation Coordinator, Local Government Workcare and the relevant Unions or representative.

This clause ceases to apply when an employee's employment with the Council terminates.

## **27. SPECIFIC PROJECTS / TASKS**

Where Council identifies specific job projects or tasks, a local area agreement may be implemented following consultation and agreement between the parties to this agreement.

## **28. EMPLOYMENT SECURITY**

The Parties agree the implementation of productivity and efficiency initiatives, including human resource management, should enhance the operations of the Council. The Parties are committed to optimising the job security of employees by:

- a. Training and educating employees and providing retraining where appropriate;
- b. Career development and equal opportunity;
- c. Timely advice to the Parties and employees about any significant changes to service delivery which may impact upon labour requirements;
- d. Using natural attrition and re-allocation after consultation in preference to retrenchment or redundancy;
- e. The Council continuing to manage its workforce in order to minimize the need for involuntary labour reductions in the future;

The Parties agree to fully co-operate in achieving the above principles, including redeployment of staff wherever necessary to perform tasks that are incidental and / or peripheral to their normal functions.

The Council will take steps to ensure that the Council has the benefit of a stable and committed workforce. Such steps shall include:

- Ensuring that there will be no forced redundancies for the life of this Agreement except in extreme emergency situations and with consultation with the parties to this agreement.
- Measures to increase the security of employees' employment.
- Measures aimed at ensuring that new employees are recruited with the aim of developing and advancing employees in their chosen occupation, trade, industry or calling.

The Parties agree the use of indirect employment arrangements such as contractors, labour hire, agencies and casual labour, are not the preferred method of delivery of services and would only be used in extraordinary circumstances such as:

- If there are no other suitably qualified employees available in the short term.
- If there is a bona fide efficiency, emergency or urgent work requirement.
- If the skills required cannot be obtained internally in the short term.

The use of labour hire personnel will be restricted and will be managed in a manner that ensures the best business needs are met without eroding the job security of permanent employees.

## **29. PROTECTION CLAUSE FOR EMERGENCY WORKERS**

When an employee, because of membership of an emergency service agency, is required to absent him or herself from work in order to assist or undertake such emergency work in the area covered by the Lockyer Valley Regional Council, that employee shall be allowed leave with pay equivalent to the ordinary time earnings of such absence.

This shall not construe any responsibility on Council for the conduct of such assistance or work undertaken by the employee during the secondment, or for any expenses incurred.

## **30. TOIL**

An employee may elect to take time off in lieu of payment for overtime at a time or times mutually agreed with the supervisor. After a period of twelve (12) months has elapsed since the accrual of TOIL, the employer may direct that such leave be taken, except where the taking of such time off has been refused whereupon such time shall be paid to the employee at overtime rates.

- TOIL is to be used as part of normal operations in periods of peak workflow and/or to gain particular job efficiencies and as agreed in job specific projects.
- When an employees' employment terminates, any accrued TOIL balances will be paid out to the employee at overtime rates.
  - i. All TOIL and overtime shall be approved by management or the immediate supervisor prior to working such time.
  - ii. Employees may accumulate a maximum of 76 hours either as banked rostered days off or TOIL at any time.
  - iii. TOIL cannot be accrued in excess of this without the written permission of the Chief Executive Officer or relevant Director.
  - iv. The 76 hours accrued shall be inclusive of time required for the Christmas/New Year break.

## **31. POSITIVE EMPLOYMENT RELATIONS**

### **New Employees**

Council will ensure that all new employees are formally advised of the Union workplace delegates on commencement.

Full details of the Union workplace delegates will be available in the Employee Handbook. New employees will receive information to this effect during their induction session.

### **Workplace delegates**

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

- (a) Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- (b) Reasonable access to Management representatives of the Council for the purpose of resolving issues of concern to union members.

### **Facilities and Conditions**

The following facilities will be made available to Union workplace delegates:

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time at the request of Council, the appropriate rate of pay will be paid;
- (b) Reasonable access to normal Council facilities such as word processors, photocopiers, postal system and telephone, storage facilities, email, notice boards and meeting rooms;
- (c) Access to a room with normal office facilities to discuss employment matters;
- (d) No employee will be disadvantaged as a result of activities conducted in accordance with this clause provided the privilege is not abused.

### **Workplace Delegates Leave**

A Union workplace delegate or their proxy shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend the following:

- (a) Trade union training or specific Union training courses approved by the Union.

### **Right of Entry**

An authorized officer of a Union will have rights of access and entry to the premises of the Council for the following purposes:

- (a) Meeting with workplace delegates;
- (b) Meetings with members of staff; and
- (c) Meetings with relevant management team members on matters associated with this agreement or current industrial workplace issues;

### **Meetings**

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

### **32. SALARY SACRIFICING**

The Parties agree that Council offers an option of “salary sacrificing” to make further contributions to the Local Government Superannuation Scheme, or other approved superannuation scheme nominated by the employee.

Such salary sacrifice arrangements shall not be approved unless the CEO has been given written evidence that the employee has obtained independent financial advice.

The Council reserves the right to withdraw this facility if changes to the relevant legislation result in Council incurring extra cost, or the facility itself becomes unlawful.

### **33. SUPERANNUATION FUND**

For the purposes of this agreement the parties have agreed that pursuant to the federal government choice of fund legislation the approved fund shall be the Local Government Superannuation Scheme.

The employer on behalf of the employees shall pay into the approved fund superannuation payments at least at the minimum prescribed by the Local Government Superannuation Act of 1985.

This agreement binds the employer to pay such superannuation payments only into the approved fund on behalf of all employees both current and future for the life of the agreement.

This agreement further binds all employees both current and future to have superannuation payments paid into the approved fund on their behalf for the life of the agreement

### **34. NO EXTRA CLAIMS**

The parties to this Agreement agree not to pursue any further claims during the duration of this agreement. The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement.

### **35. COPY OF AGREEMENT**

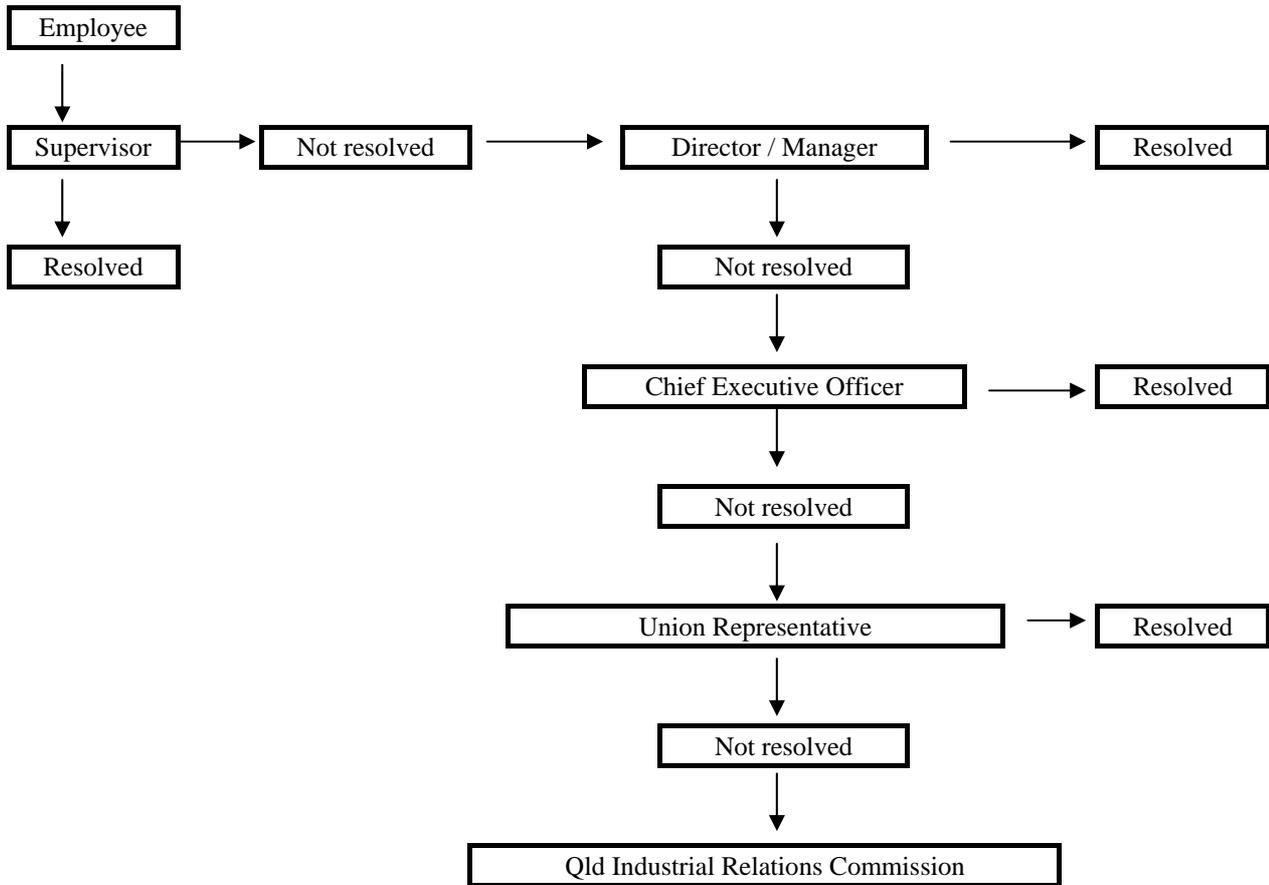
A copy of this agreement will be made available to all employees.

### **36. COMMITMENT TO INVESTIGATE COMPETENCY BASED STRUCTURE**

It is agreed that during the course of this Agreement Council will commence investigations into the establishment of a competency based remuneration structure for staff covered by this Agreement.

APPENDIX A

**Bargaining Agreement Dispute Settlement Procedure Flow Chart**



This Flow Chart is to be read in conjunction with Clause 12, 'Dispute Resolution Relating to the Agreement'.

**APPENDIX B****Schedule of Wages****Local Government Employees (Excluding Brisbane City Council) Award State**

Level 1	\$722.04 per week
Level 2	\$735.00 per week
Level 3	\$747.48 per week
Level 4	\$760.08 per week
Level 5	\$774.96 per week
Level 6	\$800.04 per week
Level 7	\$825.00 per week
Level 8	\$847.68 per week

Building Trades Public Sector Award - State 1	\$774.96 per week
Building Trades Public Sector Award - State 3	\$825.00 per week

**Engineering Award - State**

C10	\$774.96 per week
C8	\$825.00 per week
C6	\$897.92 per week

(These rates are calculated by taking the Award rate current at the time and adding 20% to it (e.g. Level 1 new rates = \$601.70 + 20% \$601.20 = \$722.04)).

(It is recognized that the ordinary rate of pay in Part A will be the award rate at the time plus 20% i.e. excluding the overtime component.)

**Chief Executive Officer (or delegate) sign below**

Signed on behalf of the LOCKYER VALLEY }  
REGIONAL COUNCIL by the Chief Executive }  
 Officer, Colin O'Connor } Colin O'Connor  
 of the said Regional Council this 2nd day } Chief Executive Officer  
 of December, 2008 }  
 }

In the presence of a Justice of the Peace } Clinton Noel Weber

Signed for and on behalf of the }  
 THE AUSTRALIAN WORKERS' UNION OF } William Patrick Ludwig  
 EMPLOYEES, QUEENSLAND } Secretary

In the presence of } Stacey Lee Schinnerl  
 } Signed for and on behalf of the

Signed for and on behalf of the }  
 FEDERATED ENGINE DRIVERS' AND }  
 FIREMENS' ASSOCIATION OF AUSTRALASIA } M. Ravbar  
 QUEENSLAND BRANCH, UNION OF } Industrial Officer  
 EMPLOYEES }  
 }

In the presence of } Ryan Monaghan

Signed for and on behalf of the }  
 THE AUTOMOTIVE, METALS, ENGINEERING, }  
 PRINTING AND KINDRED INDUSTRIES } Andrew Dettmer  
 INDUSTRIAL UNION OF EMPLOYEES } State Secretary  
 QUEENSLAND }  
 }

In the presence of } Elizabeth Barlow

Signed for and on behalf of the }  
 TRANSPORT WORKERS' UNION OF }  
 AUSTRALIA, UNION OF EMPLOYEES } Hughie Williams  
 (QUEENSLAND BRANCH) } Branch Secretary

In the presence of } S. G. Robinson

Signed for and on behalf of }  
 LIQUOR, HOSPITALITY AND }  
 MISCELLANEOUS UNION OF EMPLOYEES, } Gary Bullock  
 QUEENSLAND BRANCH } Secretary

In the presence of } Fiona Scalen

Signed for and on behalf of }  
 THE CONSTRUCTION, FORESTRY, MINING & }  
 ENERGY, INDUSTRIAL UNION OF } M. Ravbar  
 EMPLOYEES, QUEENSLAND } Secretary

In the presence of } Ryan Monaghan