

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 - s. 156 - Certification of an agreement*

**Gympie Regional Council Certified Agreement 2009  
(CA/2009/38)**

DEPUTY PRESIDENT SWAN

1 May 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 1 May 2009 the Commission certifies the following written agreement:

Gympie Regional Council Certified Agreement 2009 (CA/2009/38) [as amended]

made between:

- Gympie Regional Council (ABN 91 269 530 353)
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

The agreement was certified by the Commission on 1 May 2009 and shall operate from the date of certification (i.e. 1 May 2009) until its nominal expiry on 29 February 2012.

This agreement replaces:

- CA/2005/94 (Cooloola Shire Council Enterprise Bargaining - Certified Agreement 2004)
- CA/2004/345 (Kilkivan Shire Council Enterprise Bargaining - Certified Agreement 2003)
- CA/2006/53 (Tiaro Shire Council State Certified Agreement 2005)
- Cooloola Shire Council Enterprise Bargaining Agreement 2004 (AG2005/3182)
- Kilkivan Shire Council Enterprise Bargaining Agreement 2003 Federal (EB5) (AG2004/6189)
- Tiaro Shire Council Federal Certified Agreement 2005 (AG2006/2798)

By the Commission.

D.A. SWAN  
Deputy President

**GYMPIE REGIONAL COUNCIL CERTIFIED AGREEMENT 2009  
CA/2009/38**

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<b>PART 1</b>	<b>APPLICATION AND OPERATION</b>
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## 1. TITLE

This Agreement shall be known as the Gympie Regional Council Certified Agreement 2009.

## 2. PARTIES TO AGREEMENT

The parties to this agreement are – Gympie Regional Council and its employees, and the following Unions:

- Queensland Services, Industrial Union of Employees (**QSU**)
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (**APESMA**)
- The Australian Workers' Union of Employees, Queensland (**AWU**)
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (**CFMEU**)
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (**LHMU**)
- Federated Engine Drivers' & Firemen's Association of Queensland, Union of Employees (**FEDFA**)
- Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland (**AMWU**)
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (**TWU**)

- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (**PGEU**)

### **3. RELATIONSHIP TO PARENT AWARDS**

This Agreement shall be read and interpreted wholly in conjunction with the incorporated terms of the parent awards listed below. Provided that where there is any inconsistency between the express terms of this Agreement and the incorporated terms of the aforementioned Awards, the express terms of this Agreement shall take precedence to the extent of the inconsistency.

Parent Awards include:

- Local Government Officers Award 1998
- Local Government Employees (excluding Brisbane City Council) Award – State 2003.
- Engineering Award - State 2002.
- Building Trades Public Sector Award – State 2002.

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

This Agreement is operative as from the date of certification and has a nominal expiry date of 29 February 2012.

The parties undertake to commence discussions in relation to negotiations for a new Agreement six (6) months prior to the expiry date, of this Agreement, with the aim to reach an in principle understanding on the content of any future agreement (1) month prior to the expiry date of this agreement.

### **5. OBJECTIVES OF THE AGREEMENT**

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its employees to maximize efficiency and effectiveness. This process will include the following elements:

- Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment. Provide employees with rewards and recognition commensurate with these improvements through improved wages, conditions and employment security linked to the acquisition of new skills, technologies and knowledge.
- Commit to achieving continued productivity and efficiency improvements and establish performance indicators to ensure provision of a quality service to the community and the Council's customers.
- Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- Commit to maintaining a healthy and safe work environment.
- Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- Promote job satisfaction by enabling employees to gain and utilize a broad range of skills and access relevant training programs in order that employees can achieve these objectives.
- The parties will be committed to co-operate with the terms of this Agreement to ensure its ongoing success.

### **6 POSTING OF AGREEMENT**

A copy of this Agreement and the relevant Awards shall be made available in every work area and depot.

### **7. SINGLE BARGAINING UNIT**

A Single Bargaining Unit (SBU) under the auspices of the Local Government Employment Group (LGEG) has been established for the purpose of negotiating an agreement consisting of representatives of the unions having award coverage within Council; elected by members of each union. Upon the completion of negotiations for this agreement the Gympie Regional Council Local Government Employment Group shall continue to meet on a six-monthly or as needs basis during the life of this agreement.

### **8. PREVENTION AND SETTLEMENT OF GRIEVANCES AND DISPUTES**

The following procedures shall be adopted by the parties in circumstances where a dispute arises. In circumstances where Council's issues resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the QIRC or the appropriate regulatory body for conciliation and, where appropriate, arbitration. At all stages, employees are able to be represented by a Union representative or other representative of their choice.

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

**At the workplace**

Despite any dispute in relation to the operation of this Agreement, work shall nevertheless continue in the usual manner whilst the following procedures are carried out, except where there is a genuine risk to health and safety. An employee must comply with any reasonable directive given by her/his manager to perform alternative work, either at the same or another workplace. Work must be appropriate for the employee to perform. Queensland workplace health and safety laws shall apply.

Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor, who will endeavour to resolve the matter as soon as possible. If the grievance or complaint is with the immediate Supervisor, the employee may take the grievance or complaint to the next level of management. The employee may request union and/or other representation.

If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next level of management and the employee may request union and/or other representation.

Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the union or other representative of the employees choice who will attempt to facilitate a resolution.

The above process shall take place within 10 working days unless otherwise agreed.

If, after the above process, the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission or the appropriate regulatory body 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.

**9. NO EXTRA CLAIMS**

Subject to Clause 4, there will be no extra claims in relation to any industrial matter pursued by the parties during the life of this agreement.

**Part 2: HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS****10. ARRANGEMENT OF HOURS****10.1 – Office Based Staff Hours of Duty**

Generally, office based staff will work a 9 day fortnight, with the arrangement of hours as follows:

8.00am	Commence Work
10 minute tea break	To be taken mid morning
57 minute lunch break	To be taken between 12 noon and 2.00pm
10 minute tea break	To be taken mid afternoon
5.00pm	Finish Work

Notwithstanding the above, the ordinary hours of duty for employees on this arrangement shall be in accordance with the ordinary span of hours as found in the Local Government Officers Award 1998. These hours being 36.25 per week or 7.25 hours per day inclusive of the hours between 6.00am and 6.00pm. This spread of hours is available to ensure flexibility in relation to the start and finish times so that each branch/work unit is able to set the employee's hours of work to meet their operational requirements and family responsibilities of those working in these areas of Council. All decision to move the start and finish times will occur by mutual agreement between management and the employee/s concerned.

Management and employee/s, by mutual agreement, can provide further flexibility to the systematic start, breaks and finish times and work flows of the Council to assist with the work/life balance and operational needs of Council.

**10.1.1 - Days Off**

Each employee working the hours provided in clause 10.1 above shall be entitled to an accrued day off, without reduction in pay, each fortnight of employment. The day on which such accrued day is to be taken, shall be determined by mutual agreement between management and the employee concerned. Unless otherwise agreed, RDO's shall be

taken on a Monday or a Friday. Where an RDO falls on a prescribed public holiday an alternative RDO shall be made available.

Provided that where an employee requests it, management may approve to allow the accrued RDO to fall on another day, (other than the rostered day) within the given fortnight, where special circumstances can be demonstrated by the employee.

By mutual agreement a scheduled RDO will be a:

- Normal RDO.
- RDO worked and paid at appropriate Award Rate.
- RDO worked and banked.

Employees agree to cooperate with Management to ensure that adequate staff are available at all times to meet operational requirements.

Employees are entitled to bank up to a maximum of the equivalent of ten (10) days in RDO's/accrued time (subject to three (3) days being used for Christmas Shutdown). Management agrees to keep a record of this information in hours and minutes to allow employees to take certain amounts of time off, once RDO's/accrued time is banked, in order to achieve a work/life balance. Any time taken off, from hours accumulated from banked RDO's/accrued time, will be by mutual agreement between management and the employee concerned. A reasonable amount of notice will be put forward by either party to ensure that the operational requirements of Council can be met; however, requests for time off will not be unreasonably withheld by management.

Employees may bank more than the maximum ten (10) days of accrued RDO's subject to approval from management.

## **10.2 - Field Based Staff Hours of Duty**

Generally, field based staff will work a 9 day fortnight, with the arrangement of hours as follows:

6.45am	Commence Work
20 minute tea break	To be taken mid morning
60 minute lunch break	To be taken between 12 noon and 1.00pm
4.15pm	Finish Work

The ordinary hours for employees working the hours stated above shall be 76 hours per fortnight. The additional 30 minutes worked each fortnight will be added to accrued time and used towards Christmas shutdown or other mutually agreed time.

Notwithstanding the above, the ordinary hours of duty for employees on this arrangement shall be in accordance with the ordinary span of hours as found in the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, these hours being 38 per week or 7.6 hours per day inclusive of the hours between 6.00am and 6.00pm.

This spread of hours is available to ensure flexibility in relation to the start and finish times so that each branch/work unit is able to set the employee's hours of work to meet their operational requirements and family responsibilities of those working in these areas of Council. All decisions to move the start and finish times will occur by mutual agreement between management and the employee/s concerned.

Management and employee/s, by mutual agreement, can provide further flexibility to the systematic start, breaks and finish times and work flows of the Council to assist with the work/life balance and operational needs of Council.

### **10.2.1 - Days Off**

Each employee working the hours provided in clause 10.2 above shall be entitled to an accrued day off, without reduction in pay, each fortnight of employment. The day on which such accrued day is to be taken, shall be determined by mutual agreement between management and the employee concerned.

Where an RDO falls on a prescribed public holiday an alternative RDO shall be made available.

Provided that where an employee requests it, management may approve to allow the accrued RDO to fall on another day, (other than the rostered day) within the given fortnight, where special circumstances can be demonstrated by the employee.

In general, normal RDO's will be taken as per the employees preference. Any advanced notice of changes should normally be within seven (7) days notice with a minimum of three (3) working days notice, or by mutual agreement.

By mutual agreement a scheduled RDO will be a:

- Normal RDO.
- RDO worked and paid at appropriate Award Rate.
- RDO worked and banked.

Employees agree to cooperate with Management to ensure that adequate staff are available at all times to meet operational requirements.

In respect of the above any staff member desiring to take the allotted day for pre- arranged appointments/arrangements may still do so.

On contract jobs or jobs where progress is critical, RDO's worked should be banked, to be taken after the completion of the project, by mutual agreement and dependent on operational requirements.

Employees are entitled to bank up to a maximum of the equivalent of ten (10) days in RDO's/accrued time (subject to three (3) days being used for Christmas Shutdown). Management agrees to keep a record of this information in hours and minutes to allow employees to take certain amounts of time off, once RDO's/accrued time is banked, in order to achieve a work/life balance. Any time taken off, from hours accumulated from banked RDO's/accrued time, will be by mutual agreement between management and the employee concerned. A reasonable amount of notice will be put forward by either party to ensure that the operational requirements of Council can be met, however, requests for time off will not be unreasonably withheld by management.

Employees may bank more than the maximum ten (10) days of accrued RDO's subject to approval from management.

#### **10.2.2 - RDO'S Reserved for Wet Weather**

Employees who work outdoors may be requested to take two (2) RDOs on wet days during the calendar year and supervisors make arrangements before the end of the year to provide two extra work days to compensate.

That is, the General Managers arrange that two (2) wet days are taken as RDOs and recorded. Employees will have to make them up later in the drier part of the year and will have minus two days showing on their pay slips until the days are made up. By mutual agreement however employees can use two accumulated days in lieu of the extra work days.

Note that employees who depart Council's employ prior to working the two exchange RDOs will have the value deducted from their severance entitlements.

Wherever possible:

- wet days are to be used for staff training or other activities.
- prior notification of wet day RDO's will be given to staff.

### **11. FLEXIBLE WORKING ARRANGEMENTS**

#### **11.1 Flexibility**

Staff agree to continue, wherever possible, with the flexible and co-operative work arrangements which have assisted Council in undertaking projects, completing deadlines and coping with extra-ordinary situations.

#### **11.2 - Flexible Working Hours**

Individual employees wishing to work flexible working hours should initially make application through their relevant Director/General Manager. If approval is not received the applicant is able to request the Chief Executive Officer to review the request and decision made.

### **12. T.O.I.L.**

In situations where an employee wishes to take time off without pay during ordinary working hours the employee may, with the mutual consent of their manager, make-up such time by working outside of ordinary hours equivalent to the agreed time taken off without pay. The relevant time would then be paid at ordinary time rates.

In situations where employees are required to work outside of ordinary working hours, the employee may, with the mutual consent of their manager, take time off during ordinary working hours without loss of pay. The time off in lieu

in all instances is to equal the period of time actually worked outside of normal hours, and shall be taken within an agreed period, having regard to the operational requirements of the workplace.

All such arrangements shall be documented on time sheets.

An arrangement for the regular taking off of time in lieu will only be agreed to where it is in the Council's or public interest.

Application of this flexibility will not prejudice other employees from their award overtime entitlements and conditions.

### **12.1 - Payment of Banked Time**

Subject to the mutual agreement of both parties, payment can be made for banked time in lieu of taking the time off, if the accumulated time is in excess of two days and payment is at ordinary time pay rates.

### **13. CHRISTMAS SHUTDOWN**

Council's administration centres will not be open to the public between Christmas Day and New Years Day and staff who do not work over this period may take the days from their accrued leave or accrued time / RDOs.

## **PART 3: COMMUNITY HEALTH SERVICE**

### **14. COMMUNITY HEALTH SERVICE**

Carers will work any five days of the week between Monday and Sunday, subject to at least one Saturday or Sunday being worked during a normal working fortnight, and will be paid a loading of 15% on the wage rates applicable to LAE 3.

Carers may work up to ten hours per day before overtime rates apply, but all work in excess of 76 hours per fortnight will be paid at overtime rates, with the first eight hours worked being paid at time and a half, and any excess paid at double time.

Full time Community Health Service carers may work a nine day fortnight, subject to the agreement of both the carer and the employer.

## **PART 4: ALLOWANCES**

### **15. ALLOWANCES – ENGINEERING AWARD.**

Staff employed under the Engineering Award – State 2002 shall be entitled to the following all purpose weekly allowances in addition to their respective rate of pay contained in this agreement to cover all disability related allowances contained within the Award:

- Tool Allowance - \$22.20
- Construction Allowance - \$24.70

Other allowances that shall apply to work performed under this agreement shall be:

- Early Start Allowance (penalty)
- Leading Hand Allowance
- Meal Penalty
- On-Call Allowance
- Shift Allowance
- First Aid Allowance
- Travel Allowance
- Work in the Rain Penalty
- Live Sewer Work Allowance

Allowances paid to employees covered by this Agreement shall increase in accordance with clause 36 of the Agreement.



## **16. MIXED FUNCTIONS/HIGHER DUTIES**

The Parties agree, that subject to approval by a Director/Manager:

- an employee primarily engaged on duties of a higher level for a total of more than 4 hours on any day shall be paid the rate applicable to such higher level for the entire day.
- Periods of 4 hours or less on any day shall be paid the rate applicable to such higher level for 4 hours.

Employees engaged under the Local Government Employees Award who consecutively work higher duties for over 60% of a 26 week period will, following a request by the employee and confirmation by the employer, advance to a higher level.

## **17. STANDBY FOR EMERGENCY WORK**

An employer may require an employee to stand-by, or to perform emergency work outside of the ordinary working hours.

### **17.1 – Stand-By Allowance**

The Parties agree that employees required to be on stand-by will be placed on a weekly roster, and that the rate for “On Call Allowance” for all Council staff will be paid in accordance with the Local Government Employees (excluding Brisbane City Council) Award – State.

Where employees are required to be on stand-by on a public holiday, or any day appointed under the Holidays Act 1983 to be kept in place of any such holiday, which is a normal working day, they shall be entitled to payment for the public holiday in addition to any payment under this sub-clause.

### **17.2 - Emergency Work from home**

Employees on stand-by may be required to perform emergency work which does not require the employee to perform a call out as the work required can be completed from home.

Emergency work performed from home shall be paid at double time from the time the work commences until the time the work is completed. The total of the payment received in these circumstances shall not be less than two hour’s salary at ordinary time rates. This provision does not apply to Executive Officers.

### **17.3 - Emergency Work**

Any other call-out while on stand-by will be paid in accordance with the relevant Award.

<b>PART 5: LEAVE</b>
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## **18. ANNUAL LEAVE**

### **18.1 Annual Leave Taken In Advance**

- (a) The parties agree that annual leave may be taken wholly or partly in advance on a pro rata accrual basis before the employee has become entitled to annual leave.
- (b) An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.
- (c) Annual leave entitlements shall be recorded in hours and minutes.

## **19. BEREAVEMENT LEAVE**

Bereavement leave entitlements shall be in accordance with the Queensland Local Government Officers Award 1998 State, subject to the following amendments:

- Employees shall be entitled to three (3) days paid bereavement leave
- Employees shall be entitled to access sick leave entitlements for any reasonable additional time required.

## **20. PERSONAL LEAVE**

The parties agree that the provisions contained within Clause 24.6 of the Queensland Local Government Officers Award 1998 in relation to Personal Leave shall apply equally to all employees.

## **21. LONG SERVICE LEAVE**

The Parties agree that Long Service Leave Entitlements provided by the Local Government Officers Award 1998 are to be applied equally to all employees of Council from 15 March 2008, but is not to apply retrospectively to entitlements for service before that time.

Additionally, the parties agree that following the first seven (7) years of service, all employees of Council are entitled to take the accruing Long Service Leave on an annual pro-rata basis.

Long Service Leave may be accessed for periods of less than two weeks.

## **22. MILITARY SERVICE LEAVE**

Each employee is responsible for giving at least four weeks notice of proposed military service absence.

Gympie Regional Council will grant unpaid leave, to any employee who is required to attend a military camp, exercise or deployment.

Should the Service pay received be less than the employee's ordinary rate of council remuneration for the same period of ordinary time, council will pay the difference between the two.

## **23. PARENTAL LEAVE**

### **23.1 – Additional Entitlement**

In addition to all award entitlements and any statutory parental leave scheme that may be introduced and funded by the Commonwealth or Queensland Governments, employees shall be entitled to four (4) weeks paid maternity leave or eight (8) weeks maternity leave on half pay and one (1) week paid paternity leave.

Entitlement will become available after twelve (12) months continuous service and there will be a maximum entitlement of fifty-two (52) weeks maternity leave whether paid or unpaid.

### **23.2 – Access to Sick Leave**

In addition, an employee entitled to Maternity Leave under the Industrial Relations Act 1999 or a parent award shall be entitled to payment for such purpose provided the employee has accumulated an amount of sick leave credit of an amount sufficient 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 the employee's sick leave credit, provided that all other accrued leave has been exhausted, and a minimum balance of two (2) weeks credit is to be maintained.

## **24. SICK LEAVE**

The Parties agree that sick leave entitlements should be standardised across all Awards covering all Council employees. To this end the following conditions shall be applied:-

1. Accrual of sick leave entitlements is not to be limited by any maximum number of weeks.
2. Allocation of sick leave is to be fifteen (15) days per year per employee (108.75 hours for those employees working 36.25 hours per week, and 114.00 hours for those employees working 38 hours per week), to be accumulated on a pro-rata basis.
3. Sick Leave taken is to be deducted as per the relevant Award, ie. the normal hours that would have been worked.
4. Provision for payout of 25% of accumulated sick leave entitlements on termination of employment, provided the employee has completed a minimum employment period of five (5) years.
5. Provision for payout of 100% of accumulated sick leave entitlements on death of employee, provided the employee has completed a minimum employment period of five (5) years.

6. Accrual of sick leave entitlements for the purpose of Clauses 3 and 4 is deemed to have commenced as follows:-
  - For those employees employed by the former Cooloola Shire Council from the date of employment with either Cooloola Shire Council or the predecessor Councils of Cooloola Shire Council.
  - For all other employees, from 15 March 2008 or the date of employment with Gympie Regional Council, whichever is the later.
7. The minimum employment period for the purposes of Clauses 3 and 4 is deemed to have commenced as follows:
  - For those employees employed by the former Cooloola Shire Council from the date of employment with either Cooloola Shire Council or the predecessor Councils of Cooloola Shire Council.
  - For those employees employed by the former Kilkivan Shire Council, from the date of employment with Kilkivan Shire Council.
  - For those employees employed by the former Tiaro Shire Council, from the date of employment with Tiaro Shire Council.
  - For all other employees, from the date of employment with Gympie Regional Council.
8. Payout of sick leave entitlements will not be available to employees terminated in accordance with approved disciplinary procedures.
9. The provision of payout of sick leave on termination is to be reviewed on expiry of this Agreement.
10. Employees may elect to transfer the full amount of sick leave, or be paid out for 25% of their accrued sick leave, and transfer 25% less sick leave if transferring to another Local Government.
11. Employees on long term Workers Compensation can apply in writing to the Chief Executive Officer to request access to accrued sick leave entitlements to "top up" Workers Compensation payments which have reduced in line with statutory requirements. The outcome is to be at the Chief Executive Officers discretion.
12. The Parties agree that the provisions of the Local Government Officers Award 1998 in relation to illness while absent on Annual Leave and Long Service Leave shall be applied equally to all employees of Council.

#### **24.1 - Absenteeism Management**

Both parties recognize that absenteeism constitutes a significant industrial relations issue and cost overhead, and will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes. If the results of a Director's/General Manager's/Manager's attendance investigation show unsatisfactory attendance and reasons for absence, then the following actions should be taken:

- Formally notify the employee of a forthcoming interview between the responsible employee or their nominated delegate, in the presence of their supervisor and notify the employee they may have a Union representative present if that employee so requests.
- If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee shall be entitled to have access to their staff file.
- If the unsatisfactory attendance continues the Manager has the discretion to require the employee to provide:
  - a medical certificate for each occasion that sick leave is claimed.
  - details from their medical practitioner outlining the employee's continuing fitness for work.

The results of the above information should be recorded for future reference. Such information shall remain confidential between Council and the employee concerned and union officials if appropriate, unless required by law.

## **PART 6: WORKPLACE SECURITY**

### **25. EMPLOYMENT SECURITY**

Council recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that Council must operate within the community expectations as determined by their elected councillors, State laws, available funds and budgeted priorities, and the terms of this Agreement. The parties agree that the best way to secure employment in Council is for managers and employees to deliver the services and infrastructure required by the community and other levels of government as efficiently and effectively as possible.

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 circumstances such as:

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

Any use of sub-contractors is to be on the understanding that there is to be no loss of employment to existing permanent employees resulting therefrom.

#### **25.1 Shared Services**

Council will aim to endeavour to maintain its permanent workforce during the term of this Agreement through the employment of permanent full-time and permanent part-time local government employees.

While it is not currently Council's intention to engage in any shared resource, joint enterprise or shared service company arrangements, Council reserves the right to make a determination regarding such arrangements. In the event that Council does determine to engage in such an arrangement the notification and consultation processes set out in Clause 30.2. - *Council's Duty to Discuss Change* will occur following such decision and prior to any implementation of such arrangements.

## **PART 7: WORKPLACE CHANGE**

### **26. REDUNDANCY**

The parties agree that, for the life of this agreement, the following redundancy provisions will apply:

- Notice in accordance with the relevant Award.
- From the date of the agreement to 14 March 2010, 3 weeks pay for each year of service or part thereof up to a maximum of 104 weeks plus a 13 week incentive payment if an offer of redundancy is accepted within two (2) weeks of it being offered.
- From 15 March 2010, 2 weeks pay for each year of service or part thereof up to a maximum of 52 weeks plus a 13 week incentive payment if an offer of redundancy is accepted within two (2) weeks of it being offered.
- All relevant accrued entitlements as at the date of termination.
- Time off for job search.
- \$350 Financial Planning costs.
- The above conditions apply regardless of whether the employee obtains employment external to Council within the Notice period.

#### **26.1 - Redeployment and Retraining**

Where employee positions are declared redundant, Council shall endeavour to find suitable alternative employment within Council for all such employees. All such employees shall be individually interviewed to determine what options may exist for their retraining with Council.

Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, and the employee agrees to accept such redeployment, the employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer.

Employees who are transferred to other positions will be eligible for redundancy benefits should they, or Council, find that within three months the alternative position is unsatisfactory.

## **27. TRANSFER & TRAVELLING EXPENSES**

The parties agree that the provisions of Clause 8.7 of the Local Government Workforce Transition Code of Practice regarding transfer and travelling expenses will be applied for the term of this agreement.

## **28. RELOCATIONS**

The parties agree that provisions of Clause 8.8 of the Local Government Workforce Transition Code of Practice regarding relocations will be applied for the term of this agreement.

## **29. TRANSMISSION OF BUSINESS**

The parties agree that the transmission of business provisions provided by the Local Government Officers Award 1998, are to be applied equally to all employees of Council with the following addition:

- Council shall include as part of tender specifications, and within the contractual arrangements with the Transmitttee, the obligation for the Transmitttee to apply terms and conditions of employment, including the employer contributions to superannuation, that are no less favourable than those which applied to each transmitted employee at the Council immediately prior to the transmission of business occurring for a period equal to the remainder of the term of this agreement.

<b>PART 8: WORKPLACE PRACTICES</b>
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## **30. WORKPLACE CONSULTATION**

Council is committed to consult with the parties to this agreement through the LGEG (1<sup>st</sup> Tier) on matters of significance in the workplace.

### **30.1 - Consultation and Communication**

- The parties are committed to a consultative process which aims to effect a change in the organisation's culture through co-operation and effective communication.
- Management will assist and support these processes by providing resources and staff to participate where required.

### **30.2. - Council's Duty to Discuss Change**

#### **30.2.1 - Employer's Duty to Notify**

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and, their relevant unions prior to the change being implemented or any contracts being signed.
- (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 this Agreement or a term of a Parent Award applying to employees makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### **30.2.2 - Employer's Duty to Consult over Change**

- (a) The employer will 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 alternate employment).
- (b) The consultation will occur as soon as practicable after making the decision referred to in the "Employer's Duty to Notify" clause.

- (c) For the purpose of such consultation the employer will 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 the employer will not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **30.3 - Payroll Deduction of Union subscriptions.**

Where employees request, payroll deduction of union subscriptions will be allowed from Council's payroll system for the life of this agreement.

### **30.4 - Right of Entry and Access for Union Officials**

The parties agree that the provisions contained within the Local Government Employees (excluding Brisbane City Council) Award - State in relation to Right of Entry for Union Officials shall apply equally to all Unions party to this agreement.

### **30.5 - Trade Union Training Leave**

The parties agree that the provisions contained within the Local Government Employees (excluding Brisbane City Council) Award - State in relation to Trade Union Training Leave shall apply equally to all employees.

## **31. TRAINING**

The parties recognise that a diversification of skills and knowledge amongst Council employees is required to effectively provide quality services at a consistently high level.

The parties agree that the following foundation form the basis of Gympie Regional Council Training Program:-

- That Council make a commitment to structured training and skill development.
- That a training plan be developed and referred to the Local Government Employment Group for consultation and comment.
- That the training plan use the Annual Appraisal process and the Corporate Plan as platforms to develop an effective, appropriate program which will meet the current and future needs of this Council.

### **31.1 - Technology Competency**

Council will commit to provide, and staff will commit to undertake technology competency training in preparation for future work practices involving new technologies.

## **32. STAFF DEVELOPMENT**

All employees agree to undertake an annual performance appraisal which will include an individual training assessment for each employee.

The parties agree that performance appraisal training will be provided for supervisors and employees.

### **32.1 - Classification / Reclassification**

Classification / Reclassification for salaried officers positions shall be in accordance with the full provisions of the Queensland Local Government Officers Award 1998, subject to the following additions:

- A Position Description shall be designed for every position and verified by the individual occupant of the position and the Director or delegated Manager.
- Copies of the current Position Description shall be in the possession of the incumbent employee and the Manager Human Resources.
- The Position Description shall be reviewed annually in the staff appraisal process and, in the event of any significant changes becoming necessary to the Position Description the classification of the position shall be reviewed in accordance with the Council's position classification review procedures.
- Applications for reclassification of positions will be considered on an annual basis. Employees may submit Requests for Reclassification by March 1 each year for consideration, and Council will provide a written decision within 8 weeks of this date. While Requests for Reclassification may be submitted at any time, unless exceptional circumstances exist (such as substantial change or restructuring of the position), consideration of the request will not occur until the next round of the reclassifications cycle.

- Reclassifications are based on the evaluation of the duties, responsibilities and skills required to perform the requirements of the role, and not necessarily the capabilities of the person filling the position. Generally a position may be reviewed for reclassification if the duties, responsibilities and/or skills required to perform the role have increased, require greater complexity or have significantly changed.
- An employee may dispute the classification determined by council. Any disputes that are initiated regarding classification shall be dealt with in accordance with Clause 8 (Prevention and Settlement of Grievances and Disputes) of this agreement.
- An employee may request a nominated representative to represent them throughout the process outlined in the clause above.

### 33. WORKPLACE HEALTH & WELFARE (VACCINATIONS)

To help provide employees with a safe and healthy work environment Council will provide the following vaccinations at no cost to employees.

Hepatitis A	}	Offered to employees at risk
Hepatitis B		
Q-Fever		
Influenza	}	Offered to all employees
Tetanus		

## PART 9: WORKPLACE BENEFITS

### 34. WORK CLOTHING

Council will commit to providing work clothing to the following values per financial year to be adjusted annually by the Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index (CPI) figures for the preceding year ending March quarter:

- For field staff, an annual allocation of five (5) garments plus jackets, hats and belts etc as required.
- For administrative staff an annual allocation of \$350.00 per employee.
- For newly appointed employees \$486.00 in their first year of service and an adjusted pro rata amount for the remainder of the financial year in their second year of service.
- Work boots up to \$120.00 per annum or as required (inc GST).
- Allocations for other than full-time permanent staff will be in accordance with Council's Uniform and Personal Appearance Guidelines.

### 35. REMUNERATION

The following wage increases will be paid throughout the life of the Agreement:

- From the commencement of the first pay period in July 2009, employees will receive a wage increase of 4.00% or \$30.00 per week or Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index figures (Brisbane all groups) for the preceding year ending the March quarter (whichever is the greater), plus an increase in the employer superannuation contribution of 0.25%;
- From the commencement of the first pay period in July 2010, employees will receive a wage increase of 4.00% or \$32.00 per week or Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index figures (Brisbane all groups), for the preceding year ending the March quarter (whichever is the greater), plus an increase in the employer superannuation contribution of 0.25%;
- From the commencement of the first pay period in July 2011, employees will receive a wage increase of 4.00% or \$34.00 per week or Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index figures (Brisbane all groups), for the preceding year ending the March quarter (whichever is the greater), plus an increase in the employer superannuation contribution of 0.25%;

A wages schedule is attached at Appendix 1 (subject to CPI variance).

### 36. ALLOWANCES

Allowances (including those allowances referred to in Clause 15) contained within the Parent Awards listed in Clause 3 of this Agreement will be adjusted throughout the life of this Agreement to reflect variations to such allowances under common rule Awards corresponding to those incorporated parent Awards listed in Clause 3.

### 37. SALARY SACRIFICE

- Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO, on behalf of Council, and an employee, may agree in writing, that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- The salary of the employee for the purpose of any allowances or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in Clause 35 as subsequently increased in accordance with this agreement.
- The Council encourages the employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and (in the case of superannuation) to the requirements of the Local Government Superannuation Scheme.
- The costs of any outgoings that might be incurred by the Council in a salary sacrifice or salary-packaging arrangement shall be borne by the employee.

## PART 10: SIGNATORIES

Signed for and on behalf of **Gympie Regional Council**..... Ken Mason  
In the presence of ..... Don Cartwright

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... David Smith  
In the presence of:..... Ian Buckley

Signed for and on behalf of The Association of Professional Engineers,  
Scientists and Managers, Australia, Queensland Branch, Union of Employees ..... John Yates  
In the presence of:..... Sue Wagner

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland ..... Garry Ryan  
In the presence of:..... Elaine Martin

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

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:..... Lisa Noyes

Signed for and on behalf of Liquor Hospitality and Miscellaneous Union,  
Queensland Branch, Union of Employees ..... Gary Bullock  
In the presence of:..... F. Scalen

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

Signed for and on behalf of the Transport Workers' Union of Employees  
(Queensland Branch) ..... Hughie Williams  
In the presence of:..... Suzanne Robinson

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,  
Union of Employees ..... Bradley O'Connell  
In the presence of:..... Neysha Bland





<b>PART 11: APPENDIX</b>
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**Appendix 1 – Schedule of Wages (subject to CPI variance)**
**1.1 - Local Government Officers Award 1998.**

		Effective first full pay in					
		July 2009		July 2010		July 2011	
		Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Level 1	1.1	\$1,570.15	\$40,824	\$1,634.15	\$42,488	\$1,702.15	\$44,256
	1.2	\$1,597.04	\$41,523	\$1,661.04	\$43,187	\$1,729.04	\$44,955
	1.3	\$1,640.19	\$42,645	\$1,705.81	\$44,351	\$1,774.04	\$46,125
	1.4	\$1,680.73	\$43,699	\$1,747.96	\$45,447	\$1,817.88	\$47,265
	1.5	\$1,721.27	\$44,753	\$1,790.12	\$46,543	\$1,861.73	\$48,405
	1.6	\$1,756.38	\$45,666	\$1,826.65	\$47,493	\$1,899.73	\$49,393
Level 2	2.1	\$1,797.15	\$46,726	\$1,869.04	\$48,595	\$1,943.81	\$50,539
	2.2	\$1,837.77	\$47,782	\$1,911.27	\$49,693	\$1,987.73	\$51,681
	2.3	\$1,878.27	\$48,835	\$1,953.38	\$50,788	\$2,031.54	\$52,820
	2.4	\$1,918.81	\$49,889	\$1,995.58	\$51,885	\$2,075.38	\$53,960
Level 3	3.1	\$1,959.15	\$50,938	\$2,037.50	\$52,975	\$2,119.00	\$55,094
	3.2	\$1,999.69	\$51,992	\$2,079.69	\$54,072	\$2,162.88	\$56,235
	3.3	\$2,040.27	\$53,047	\$2,121.85	\$55,168	\$2,206.73	\$57,375
	3.4	\$2,080.58	\$54,095	\$2,163.81	\$56,259	\$2,250.35	\$58,509
Level 4	4.1	\$2,121.12	\$55,149	\$2,205.96	\$57,355	\$2,294.19	\$59,649
	4.2	\$2,161.69	\$56,204	\$2,248.15	\$58,452	\$2,338.08	\$60,790
	4.3	\$2,204.81	\$57,325	\$2,293.00	\$59,618	\$2,384.73	\$62,003
	4.4	\$2,253.62	\$58,594	\$2,343.73	\$60,937	\$2,437.50	\$63,375
Level 5	5.1	\$2,302.19	\$59,857	\$2,394.31	\$62,252	\$2,490.08	\$64,742
	5.2	\$2,351.81	\$61,147	\$2,445.85	\$63,592	\$2,543.69	\$66,136
	5.3	\$2,402.38	\$62,462	\$2,498.46	\$64,960	\$2,598.42	\$67,559
Level 6	6.1	\$2,486.85	\$64,658	\$2,586.31	\$67,244	\$2,689.77	\$69,934
	6.2	\$2,571.31	\$66,854	\$2,674.15	\$69,528	\$2,781.12	\$72,309
	6.3	\$2,655.77	\$69,050	\$2,762.00	\$71,812	\$2,872.50	\$74,685
Level 7	7.1	\$2,740.12	\$71,243	\$2,849.73	\$74,093	\$2,963.69	\$77,056
	7.2	\$2,824.62	\$73,440	\$2,937.58	\$76,377	\$3,055.08	\$79,432
	7.3	\$2,909.04	\$75,635	\$3,025.38	\$78,660	\$3,146.38	\$81,806
Level 8	8.1	\$3,010.42	\$78,271	\$3,130.81	\$81,401	\$3,256.04	\$84,657
	8.2	\$3,111.65	\$80,903	\$3,236.12	\$84,139	\$3,365.58	\$87,505
	8.3	\$3,213.00	\$83,538	\$3,341.54	\$86,880	\$3,475.19	\$90,355
	8.4	\$3,308.15	\$86,012	\$3,440.46	\$89,452	\$3,578.08	\$93,030
	8.5	\$3,403.96	\$88,503	\$3,540.12	\$92,043	\$3,681.73	\$95,725
	8.6	\$3,461.73	\$90,005	\$3,600.23	\$93,606	\$3,744.23	\$97,350

### 1.2 – Local Government Employees (Excluding Brisbane City Council) Award – State 2003.

		Effective first full pay in					
		July 2009		July 2010		July 2011	
		Weekly	Annual	Weekly	Annual	Weekly	Annual
Level 1		\$746.80	\$38,833.60	\$778.80	\$40,497.60	\$812.80	\$42,265.60
Level 1 >12mths		\$760.00	\$39,520.00	\$792.00	\$41,184.00	\$826.00	\$42,952.00
Level 2		\$773.10	\$40,201.20	\$805.10	\$41,865.20	\$839.10	\$43,633.20
Level 3		\$786.80	\$40,913.60	\$818.80	\$42,577.60	\$852.80	\$44,345.60
Level 4		\$801.11	\$41,657.72	\$833.16	\$43,324.32	\$867.16	\$45,092.32
Level 5		\$818.14	\$42,543.28	\$850.86	\$44,244.72	\$884.90	\$46,014.80
Level 6		\$846.76	\$44,031.52	\$880.63	\$45,792.76	\$915.86	\$47,624.72
Level 7		\$875.28	\$45,514.56	\$910.29	\$47,335.08	\$946.70	\$49,228.40
Level 8		\$901.08	\$46,856.16	\$937.12	\$48,730.24	\$974.61	\$50,679.72
Level 9		\$919.30	\$47,803.60	\$956.07	\$49,715.64	\$994.31	\$51,704.12

### 1.3 - Engineering Award – State

		Effective first full pay in					
		July 2009		July 2010		July 2011	
		Weekly	Annual	Weekly	Annual	Weekly	Annual
C7		\$919.58	\$47,818.16	\$956.36	\$49,730.72	\$994.62	\$51,720.24
C8		\$890.52	\$46,307.04	\$926.14	\$48,159.28	\$963.19	\$50,085.88
C9		\$863.13	\$44,882.76	\$897.65	\$46,677.80	\$933.56	\$48,545.12
C10		\$836.77	\$43,512.04	\$870.24	\$45,252.48	\$905.05	\$47,062.60

### 1.4 - Building Trades Public Sector Award – State

		Effective first full pay in					
		July 2009		July 2010		July 2011	
		Weekly	Annual	Weekly	Annual	Weekly	Annual
BT 1		\$818.14	\$42,543.28	\$850.86	\$44,244.72	\$884.90	\$46,014.80
BT 2		\$846.76	\$44,031.52	\$880.63	\$45,792.76	\$915.86	\$47,624.72
BT 3		\$875.28	\$45,514.56	\$910.29	\$47,335.08	\$946.70	\$49,228.40