

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Isaac Regional Council Certified Agreement 2009  
(CA/2009/39)**

DEPUTY PRESIDENT SWAN

15 May 2009

**CERTIFICATE**

This matter coming on for hearing before the Commission on 15 May 2009 the Commission certifies the following written agreement:

Isaac Regional Council Certified Agreement 2009 (CA/2009/39) [as amended]

made between:

- Isaac Regional Council (ABN 39 274 142 600)
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- Queensland Services, Industrial Union of Employees
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

The agreement was certified by the Commission on 15 May 2009 and shall operate from the date of certification (i.e. 15 May 2009) until its nominal expiry on 30 June 2011.

This agreement replaces:

- CA/2006/17 (Belyando Shire Council Certified Agreement 2005)
- CA/2003/303 (Broadsound Shire Council - Certified Agreement 2003)
- CA/2005/358 (Nebo Shire Council Enterprise Bargaining Agreement No. 5 2005-2008)
- Belyando Shire Council Certified Agreement 2002 (AG2002/3387)
- Broadsound Shire Council Enterprise Bargaining Agreement 2005 (AG2005/6642)
- Nebo Shire Council Federal Enterprise Bargaining Agreement 2005 (AG2005/5397)

By the Commission.

D.A. SWAN  
Deputy President

**Isaac Regional Council Certified Agreement 2009  
(CA/2009/39)**

Isaac Regional Council  
(ABN No. 39 274 142 600)

AND

The Australian Workers' Union of Employees, Queensland  
(ABN No. 54 942 536 069)

AND

Queensland Services, Industrial Union of Employees  
(ABN No. 86 351 665 653)

AND

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees  
(ABN No. 51 918 865 235)

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees  
(ABN No. 73 089 711 903)

AND

The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland  
(ABN No. 73 089 711 903)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland  
(ABN No. 59 459 725 116)

AND

The Electrical Trades Union of Employees Queensland.  
(ABN No 71 584 779 039)

AND

The Association of Professional Engineers, Scientists & Managers, Australia,  
Queensland Branch, Union of Employees  
(ABN No. 99 589 872 974)

AND

Transport Workers' Union of Australia, Union of Employees (Queensland Branch).  
(ABN No 80 519 643 130)

**Part 1 - Preliminary**

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This Certified Agreement will be known as the Isaac Regional Council Certified Agreement 2009 (hereafter referred to as the Agreement).

2. ARRANGEMENT

Part 1 - Preliminary

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SCHEDULE 3 – DEFINITIONS

### 3. RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and applied in conjunction with the terms of the following Awards:-

- 1) Local Government Employees' (excluding Brisbane City Council) Award - State
- 2) Building Trades Public Sector Award - State
- 3) Engineering Award – State
- 4) Queensland Local Government Officers Award 1998
- 5) Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government)

as amended from time to time provided that where there is any intended inconsistency between this agreement, the relevant Award and Code, this Agreement shall prevail to the extent of that inconsistency.

The terms and conditions of those Awards and this Agreement shall apply to new employees as they do to current employees.

#### 4. PARTIES BOUND

The Parties to this Agreement are:

The Isaac Regional Council and the following unions:-

<b>AWU</b>	The Australian Workers' Union of Employees, Queensland
<b>CFMEU</b>	The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
<b>FEDFA</b>	Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees;
<b>TWU</b>	Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
<b>QSU</b>	Queensland Services, Industrial Union of Employees
<b>PEGU</b>	Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
<b>AMEPKIU</b>	Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland
<b>ETU</b>	The Electrical Trades Union of Employees Queensland.
<b>APESMA</b>	The Association of Professional Engineers, Scientists & Managers, Australia, Queensland Branch, Union of Employees

#### 5. APPLICATION

- 5.1 The Agreement will bind the Isaac Regional Council, the Unions named in clause 4 and their members or persons eligible to be their members pursuant to their registered rules of coverage (that is all employees) employed by the Council under this agreement and the relevant Awards, excluding the Chief Executive Officer and Senior Executive Officers.
- 5.2 This agreement will also apply to Employees who, at the date of certification of this Agreement, were bound by a Queensland Workplace Agreement (previously AWAs) with and of the pre Amalgamated Councils or the Council.

#### 6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date the agreement is certified by the QIRC, and remain until 30 June 2011.

#### 7. RENEGOTIATION

The Parties undertake to commence discussions for renegotiations of this agreement within six (6) months prior to the expiry date, and aim to finalise the negotiations for a new collective Agreement prior to the expiry date.

#### 8. SINGLE BARGAINING UNIT

For the purposes of negotiating and implementing an Enterprise Agreement on behalf of all Unions in accordance with the Wage Fixing Principles of the Industrial Relations Commission and the Queensland Industrial Relations Act 1999, a Single Bargaining Unit (SBU) was established. Consists of representatives from the joint Unions party to this agreement.

#### 9. ENTERPRISE BARGAINING TEAM

- 9.1 As a practical vehicle to facilitate negotiations between Unions and Management and to implement this Agreement, an Enterprise Bargaining Team (EBT) has been established. Union representatives on the EBT are responsible to the SBU. The management representatives are appointed by and are responsible to the Chief Executive Officer and Council.

9.2 To ensure that Supervisors and Union Delegates understand the intent and application of the clauses outlined in this agreement, an education program explaining and educating Supervisors and Union Delegates about this agreement and the parent awards will be facilitated following the agreement being certified.

10. CONSULTATION AND COMMUNICATION OBLIGATIONS WITH LOCAL GOVERNMENT EMPLOYMENT GROUP (LGEG)

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Local Government Employment Group (LGEG) will continue and be responsible for the role of coordinating the reforms set out in this agreement and ensuring effective communication between Management, the Enterprise Bargaining Team, the Single Bargaining Unit, employee work teams and all Unions. The Enterprise Bargaining Team shall meet at least annually or as requested by either the Employer or employees

The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation, conciliation and consultation. All parties to this agreement hereby agree to assist and support these processes and principles.

11. NO EXTRA CLAIMS

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

The rates of pay specified in this Agreement and attached as Schedule One shall apply for the duration of this Agreement.

**Part 2 – Dispute Resolution**

12. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

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

- 12.1 Any employee with a grievance or concern regarding the interpretation or application of this agreement will promptly raise the matter/s with their immediate supervisor who will review the concern and endeavour to respond and/or resolve the matter as soon as possible.
- 12.2 If the matter is not addressed or resolved at this level, the employee/s may discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the Unions.
- 12.3 Should the grievance remain unresolved, the matter may then be referred to the Chief Executive Officer and an authorised officer of the Unions who will attempt to facilitate a resolution.
- 12.4 If after the above steps the matter remains unresolved, the dispute may then be referred to the Industrial Relations Commission to seek further assistance.
- While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
  - All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
  - The above procedures do not restrict the Council or an authorised officer of the Unions from making representations to each other at any stage in this procedure.

### 13. JOB SECURITY

The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council. It is agreed that improvements in productivity and efficiency sought under Enterprise Bargaining will not be achieved through job reduction.

The parties are committed to continually improving the job security of employees by:

1. Training and educating employees and providing retraining where appropriate;
2. Career development and equal opportunity;
3. Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
4. Timely advice to employees about significant reallocation of labour;
5. The Council will continue to manage its workforce in order to minimise the need for involuntary labour reductions in the future.

The Council will consult with the union and its delegates and explore all viable alternatives to involuntary labour reductions.

### **Contracting / Outsourcing of “In-House” Services or Functions**

It is the clear position of Council to utilise and promote the use of its existing in-house permanent Council employees for the undertaking of Council’s works, services and operations. During the life of this Agreement, Council will review and seek to minimise the contract out or leasing of any works and services currently provided by Council where it is more appropriate and effective to be performed in-house. Contract/outsourced works and services may be utilised in the following circumstances:

- Where the work is of a specialist nature or it is ongoing sustainable work.
- In the event of a shortage or availability of skilled staff
- The lack of available infrastructure capital and the cost of providing technology
- Extraordinary, emergent or unforeseen circumstances
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out

### 14. PROJECT ARRANGEMENTS

The parties agree that if Council tender for and are successful in a tendering process for project work that is not part of Council’s general work and/or is not covered under this Agreement, then the Council will discuss with employee’s representatives and convene a meeting between the relevant representatives, union and Management to agree on a project agreement which includes but is not limited to rates of pay, hours of work etc.

### **Part 3 – Employment Relationship & Related Arrangements**

#### 15. EMPLOYMENT CATEGORIES

Employment Categories - as per award and on a full time, part time, fixed term or casual basis

#### 16. PROBATIONARY PERIOD

It is agreed that a minimum three (3) month probationary period applies to employment with Council. Council will prepare monthly updates on progress during this period and shall discuss such update(s) with the employee during this time. Council or the Employee may terminate probationary employment on one weeks notice during the probation period.

#### 17. LICENCES/COMPETENCIES

Particular occupations require the possession of relevant licences and certificates of competency. All Employees will be required by the Council to obtain and to maintain the necessary registration and licences relevant to the position that such employee would normally be required to hold in order to fulfil their position (i.e. Drivers Licence, Relevant Truck Licence, Trade Certificates) at no cost to council.

If however council requires the employee to hold/renew any additional and/or specific licences/registrations/certificates relevant to their position then they will be obtained and maintained at no cost to the employee. Council will continue its custom and practice prior to the certification of this agreement in this regard.

## 18. ANTI DISCRIMINATION

The parties to this certified agreement agree that:

- a) it is their intention to achieve the principle object in section 3(c) of the Industrial Relations Act 1999, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, culture, political opinion, national extraction or social origin.
- b) And nothing prohibited by antidiscrimination provisions in applicable Commonwealth, State or Territory legislation.

## 19. WORK LOCATION

All employees will receive notification of a designated fixed start/finish work location. All employees will be designated to one (1) start/finish work location only. For the purposes of this clause, fixed start/finish location shall mean a designated Council administration office, council depot, library, water treatment plant etc.

A change to the employee's designated fixed start/finish location may only be made by written agreement or following consultation with the employee and their relevant Union representative or nominated representative and if agreement cannot be reached, the Dispute Resolution Process outlined in Clause 12 of this Agreement will be used.

Where Council requires an employee to start/finish work at a location away from their designated fixed starting point on an interim basis, travelling allowances shall apply unless a permanent transfer and new start/finish location is agreed in writing.

## 20. LOCAL GOVERNMENT WORKFORCE TRANSITION CODE OF PRACTICE

As a result of the Queensland Local Government reform process, the Isaac Regional Council will apply for the term of this agreement the Local Government Workforce Transitional Code of Practice as enunciated by the Queensland State Government – August 2007.

## 21. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY AND EFFICIENCY

Consistent with the Commission's principles, the measures set out below are designed to achieve real and demonstrable gains in productivity and efficiency.

- \* Truck drivers and road gang crew are to work a 38 hour week Monday to Thursday and are to be paid Camp Allowance and service overtime on Friday and travelling time at time and a half.
- \* Any statutory public holidays falling between Monday and Thursday (excluding Christmas Day, New Year's Day, Good Friday and Anzac Day) can be substituted for another day (for anyone camped out) during the period the holiday falls.
- \* Both parties agree that all wash up time prior to and after rest pauses and lunch breaks and completion time be taken in the employees time.
- \* In progressing towards a demarcation free workplace and in embracing the concept of multi-skilling across the whole workplace, it is agreed that an employee may be required to carry out such duties as are within the limits of the employee's skills as long as the person is deemed to be competent, legal and safe to perform those duties. Employees will be paid at the appropriate rate for any higher duties performed. Any employee, having worked the required number of hours to obtain a certificate of competence to operate a particular item of plant or equipment, will be required to make the necessary application and undertake the prescribed test or examination to obtain the certificate of competence.
- \* It is agreed that all permanent positions may be advertised internally and externally simultaneously, however, in accordance with Council's preference to enhance the career prospects of its own employees, internal applicants will be given preference over external applicants where all else is equal.
- \* Sick Leave taken on an annual basis as a percentage of total ordinary hours worked, is approximately 2.5%. This is to be reduced to less than 2% and Council reserves the right to require a medical certificate for all Sick Leave taken in any instance where it is considered that abuse of Sick Leave is occurring. The right to require a medical certificate for any day taken as Sick Leave will be subject to the process documented in Clause 23 being followed prior to such action.

- \* Existing arrangements with respect to the annual Christmas closedown for the majority of Council's outside Clermont workforce are to remain.
- \* During the term of this Agreement all productivity and efficiency measures will be detailed.

All parties agree and commit to achieving improvements in productivity and efficiency in all areas of the Council's operations with the Enterprise Bargaining Team performing an ongoing role under the Agreement, particularly in assisting in Council achieving continuous improvements in productivity and efficiency.

The parties agree that where appropriate, they will develop performance indicators and benchmarks to gauge productivity increases and will do so in a consultative manner.

Performance indicators may include, but not be restricted to, measures of:

- I) quality
- ii) throughput
- iii) timeliness
- iv) cost effectiveness
- v) occupational health and safety
- vi) environmental effectiveness
- vii) working arrangements (flexibility of)
- viii) training (level and appropriateness of)
- ix) employee participation
- x) industrial disputation
- xi) resource management

- \* Waste Management strategies to be put in place. All employees shall be available to participate in Work Improvement Teams, the number and make-up of each to be determined by Council.
- \* Consultation between Management and the workforce to improve work practices.

## 22. ABSENTEEISM

Both parties recognise that absenteeism constitutes a significant industrial relations issue and cost overhead, and agree that both parties will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes. Absenteeism is defined as all Sick Leave paid or unpaid and with or without a Medical Certificate. As one measure only, the parties agree to implement the following procedure:

- i) The parties recognise that Sick Leave is unlike Annual or Long Service Leave in that Sick Leave is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the employee and family against hardship should the employee be unable to continue in his/her normal occupation when injured or ill.
- ii) This procedure is designed to equitably scrutinise Sick Leave usage by employees.
- iii) At the end of each three (3) monthly period, a responsible Officer may review employees' attendance records for those employees who have been absent from work for more than three (3) days on Sick Leave during the three (3) month period.
- iv) Such Officer or nominated delegate will then have the matter examined in the following manner:-
  - a) Check the pattern of Leave;
  - b) Check the past history of absences to see if this pattern is unusual for the employee;
  - c) Check with the employee's supervisor regarding knowledge of the employee's personal problems or situation at the time they were absent, or if the supervisor believes it to be a genuine absence on injury or sickness, or is due to the effects of management or work practices which need review;
  - d) The results of the above checks should be recorded for future information subject to verification by the employee. Such information shall remain confidential between Council and the employee concerned;
  - e) If the results of two consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken:

- \* Formally notify the employee of a forthcoming interview between the responsible Officer 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 will be entitled to have access to their files.
- \* If a similar pattern is observed in the next period, the employee is again interviewed (as above) and if the interview results in unsatisfactory reason again being given, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next six (6) months.

The above procedures would be followed only after it was clear that the causes of absence as related to management and work practices referred to in (iv)(c) above have been satisfactorily remedied.

The parties agree that the Chief Executive Officer may ask an employee to supply a Medical certificate for any one day of absenteeism taken during a set period subject to the above mentioned procedure being followed prior to such action being taken.

- v) The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of claiming Sick Leave pay when that person was not actually sick. Similarly, the above procedures do not repudiate the employee's right to take the matter to the appropriate tribunal.

### 23. QUALITY ASSURANCE AND BEST PRACTICES

The parties commit themselves to a process of continuous improvement and will adopt and adhere to the principles and practices of Quality Assurance.

All employees shall be available to participate in Work Improvement Teams, the number and make-up of each to be determined by Council.

The parties also agree to a broad agenda aiming to achieve "best practices" but not designed to undermine existing standards and conditions. This may include, but not be restricted to:

- i) development of jointly agreed strategic plans;
- ii) development of EEO management plans;
- iii) introduction of nationally accredited training and skills development programs;
- iv) addressing people management issues and occupational health and safety;
- v) the optimum utilisation of capital equipment and new technology.

### **Part 4 – Wages and Wage Related Matters**

#### 24. PAY SCALE FOR ALL EMPLOYEES (WAGE INCREASES)

Back payment or a make up payment of wages will be made to ensure employees receive remuneration that is equivalent to the rates prescribed in Schedule 1 of this Agreement (titled Isaac Regional Council Pay Scale) from 15 October 2008. Such make up payment will be paid to employees as at the first pay period falling after the certification date of this Agreement.

During the period of operation of this Agreement, Employees will receive further salary increases according to the Pay Scale in Schedule 1 of this Agreement.

A Schedule of Wage and Salary rates to apply during the life of this Agreement is attached as Schedule 1.

25. SALARY SACRIFICE

Employees may choose to make contributions to the Local Government Superannuation Scheme under salary sacrifice arrangements and in addition employees may also salary sacrifice for personal items that do not attract a Fringe Benefit Tax Liability. Employees should seek independent financial advice prior to entering into any arrangements.

26. CAMP ALLOWANCE

Camp Allowance payable to employees who are required to camp out on the job will be paid at \$20.00 for the first year, \$22.50 for the second year and \$25.00 for the third year of this agreement per night; or

On those occasions where employees are required to live away from home for three consecutive nights or more, and a camping allowance is not paid due to accommodation being provided by the employer, an Incidental Allowance of \$10 per night shall be paid.

27. CARAVAN ALLOWANCE

Employees who supply their own caravans will be paid a van allowance of \$65.00 per week, in addition to the camp allowances prescribed in this Agreement.

28. LOCALITY ALLOWANCE

All Employees will be paid the locality allowance in accordance with Directive 19/1999. Other locality (or location) allowances such as the Glenden, Clermont, Moranbah and Isolation allowances paid under previous agreements will no longer be applicable or paid.

For the duration of this agreement the current Moranbah employees will continue to be paid at the rate of \$40.00 per week. All new employees engaged at Moranbah will be paid at the locality allowance applicable under Directive 19/1999.

For the duration of this agreement those employees who receive the following rates of Locality Allowance will continue to receive that rate of allowance

Clermont Locality	with dependants – 108.36 p/f	no dependants 54.18 p/f
Moranbah Locality	with dependants – 63.88 p/f	no dependants 31.94 p/f

All new employees engaged at these locations will be paid at the locality allowance applicable under Directive 19/1999.

29. CONSTRUCTION ALLOWANCE

The construction allowance provided for by Clause 3.5(1) of the Award shall, where the activity meets the definition of "Construction, reconstruction, alteration, repair and / or maintenance work", apply to employees engaged at treatment plants.

30. UNIFORM CLOTHING ALLOWANCE

OUTDOOR STAFF

Council will issue protective clothing to the outside workforce at the following rate.

- \* Safety Boots - to the value of \$130.00 to be replaced on fair wear and tear, employee to pay the balance;
- \* 5 shirts or blouses per annum, if required, for the general workforce and 5 sets for the 'Camp Crew' - to be replaced on fair wear and tear;
- \* 5 pair of trousers or skirts per annum, if required, for the general workforce and 5 sets for the "Camp Crew" - to be replaced on fair wear and tear;
- \* 1 winter jacket every two years.

Both parties acknowledge that for the purpose of cost efficiency the uniforms will be purchased by Council from a reputable supplier and may be purchased in bulk to obtain best value. All uniforms will be purchased in accordance with purchasing guidelines set in legislation.

The wearing of the protective work clothes will be compulsory.

## INDOOR STAFF

Council will initially pay the total cost of purchasing employee uniforms, to a maximum amount of \$550.00 per annum (non-accumulative), with employees to pay back to Council the cost of all uniforms which exceed their current allocation. This payment may be made through payroll deductions, with the full balance to be paid within two (2) months from the date of purchase. Upon resignation, the balance becomes due and payable immediately.

A pro rata will be applicable for casual employees.

Both parties agree that Council will set policy, in consultation with staff, in regard to the colours and style of Corporate Uniforms.

All uniforms will be supplied by the Local Government Corporate Wardrobe supplier to Queensland Councils.

Wearing of a uniform is compulsory for all Office Administration staff.

## **Part 5 – Hours of Work, Annual Leave**

### 31. FLEXIBLE WORKING ARRANGEMENTS

The parties to the agreement endorse flexible work arrangements and agree that flexible work arrangements may be developed by agreement with the affected parties for any program within Council.

Flexible working arrangements must satisfy the following four (4) principles:

- Current customer service requirements continue to be maintained
- They must be cost neutral
- They must be practicable and workable
- They must not compromise workplace health and safety

Flexible Work Arrangements currently in existence will be maintained during the duration of this Agreement unless an agreement is reached between both parties to amend the existing Agreement.

In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.

By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances shall the employer require an employee to work beyond ten (10) ordinary hours per day.

Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Agreement will operate to the extent necessary to give effect to the new work arrangements, provided that:

- The terms of the new work arrangement are in writing and have been signed by the employer and the employee or their nominated representative
- A majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice has been given.

### 32. ROSTERED DAYS OFF

Isaac Regional Council supports flexible work arrangements that suit both the organisation and the employees to take into account a balance of work and life responsibilities. As a general rule, there will be a nine (9) day fortnight, however there are clear working areas where different arrangements have and will be made (i.e. 19 Day Month).

Maintenance of the nine (9) day fortnight shall continue where appropriate, however various other flexible work arrangements may be offered to employees by mutual agreement in line with organisational and employee requirements.

On receipt of two (2) days notice, an employee can be asked to work on a Rostered Day Off (RDO) with such RDO to be banked and taken at a mutually agreeable day between the employee and Manager, without attracting penalty rates.

An employee may bank up to a maximum of five (5) days. Such banked RDOs shall be taken at a time mutually agreed between the employee and the Manager. The accrued RDOs shall be taken within six (6) months of the date on which

the first RDO was accrued, with accrued RDOs over the five (5) day limit to be paid out at single time in the next pay period.

### 33. ANNUAL LEAVE

The Parties recognise the inequality of different Annual Leave provisions currently contained in the applicable certified agreements prior to amalgamation.

Accordingly from the commencement of this agreement, each employee shall be entitled to 5 weeks paid Annual Leave per year of the agreement, with all future leave accumulated at the new rate to be added to an employee's existing entitlement as at the commencement of the agreement, with no adjustment to leave accrued prior to the agreement.

The minimum period of notice for taking Annual Leave is nine (9) days business days in writing and subject to approval from the Supervisor.

All current Moranbah and Clermont Outside employees who were prior to this agreement, in receipt of 25% loading will continue to receive this loading for the life of this agreement. All other employees, including new Moranbah and Clermont Outside employees, will receive leave loading of 17.5%.

All current Moranbah and Clermont Federal employees who were prior to this agreement, in receipt of a Christmas bonus of one and a half days i.e 11 hours 24 minutes will continue to receive the bonus for the term of this agreement. Payment will be calculated on the hourly rate of all federal employees eligible to receive the payment and averaged out so that all employees receive an identical benefit for the Christmas bonus as at 30 November each year.

## **Part 6 – Training and Related Matters**

### 34. COMMITMENT TO TRAINING AND PROFESSIONAL DEVELOPMENT

The issue of ongoing training and career development is a significant issue which requires a major commitment by all parties. It is proposed that eventually most employees will have a training plan as required for their role. This work plan will be initially co-coordinated by the Human Resources Department in liaison with the Employee and their relevant Supervisor. The document will be kept by the supervisor and will contain regular entries (initialled by the supervisor & employee as entries are made) on issues such as:

- training to be provided
- recreation leave planning
- agreed goals

The training plan will be collected by the Human Resources Department every four months and a copy placed on record. The Supervisor and the Employee will have an opportunity to comment on any issues before it is submitted to the Human Resources Department. This process is designed to ensure that the career development is monitored and planned for in its delivery.

Where training is arranged specifically for an employee and that employee terminates their employment within 3 months of the delivery of such training, the Council will deduct the cost of the course component from the employee's final termination pay, assessed on a case by case basis.

## **Part 7 – Leave of Absence**

### 35. PERSONAL/CARER'S/SICK LEAVE

All Employees will accrue 15 days personal/carer's leave per annum from the date of certification of this Agreement by the QIRC. Current leave balances remain for the purposes of taking sick leave.

As from the date of this Agreement's Certification, the Parties recognise the inequality of different Sick Leave provisions currently contained in the applicable certified agreements prior to amalgamation.

Employees of the former Broadsound Shire Council who were subject to a payout provision for their unused sick leave will have their benefit, as at the date of certification, paid out during the term of this agreement.

### 36. BEREAVEMENT LEAVE

In addition to current Award Bereavement Leave provisions, employees with accrued sick leave may access an additional 2 days from such sick leave accruals to take as additional Bereavement Leave to visit a seriously ill or dying relative, or to attend a funeral of a member of the employees immediate family or a member of the employee's household. Provided the Parties reach agreement, and such agreement is recorded in writing.

For the purposes of taking Bereavement Leave, the following are considered to be members of the Employee's immediate family and household:

- (a) A spouse (including husband and/or wife, former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex or same sex of the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis:
- (b) A child or adult child (including adopted, or step or an ex-nuptial child).
- (c) Parent or parent in law of the employee.
- (d) Grandparent of the employee or grandparent of the spouse of the employee.
- (e) Grandchild of the employee or grandchild of the spouse of the employee.
- (f) Sibling of the employee or sibling of the spouse of the employee.

Other circumstances other than immediate family by mutual agreement between the Employee and the Council.

### 37. LONG SERVICE LEAVE

As from the date of this Agreement's Certification, the Parties recognise the inequality of different Long Service Leave provisions currently contained in the applicable certified agreements prior to amalgamation.

Accordingly from the commencement of this Agreement, Long Service Leave for Employees will accrue on the basis of thirteen (13) weeks paid leave after ten (10) years of continuous service with a pro-rata payment after seven (7) years continuous service.

### 38. PARENTAL LEAVE

All parental leave entitlements will be in accordance with the provisions of the relevant parent awards outlined in Clause 3 of this Agreement, subject to the following:

#### **Maternity Leave**

For the purposes of this Clause, maternity leave is defined as one (1) continuous period of leave during which the staff member gives birth to a child.

Council will pay maternity leave to eligible female staff subject to the following:

A full time female employee departing on maternity leave is entitled to six (6) week's full pay at ordinary time subject to successful completion of 14 months satisfactory service to Council.

Employees in receipt of the maternity leave payment will be expected to return to Council to work for a period of no less than six (6) weeks to be dealt with on a case-by-case basis.

#### **Parental Leave**

Council will pay parental leave to eligible staff, subject to the following:

On the birth of a child, the non-birth partner is entitled to access three (3) days full pay at ordinary time.

For the purposes of this Clause, non-birth partner can include an adoptive parent, non-birth parent in a same-sex relationship or husband on a bona fide domestic basis.

### Part 8 – Union Related Matters

### 39. UNION ENCOURAGEMENT

This clause gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the relevant Union.

On induction, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission together with a copy of union delegate contact details.

40. UNION DELEGATES

The Council acknowledges that union and employee representatives can play an important role within a workplace in supporting sound and harmonious employee and industrial relations and assist in dispute resolution.

The role of the employee representative(s) will not detract from their primary responsibility which is to do the job they are employed to do.

Employees and their representative(s) agree that issues in relation to employment of employees covered by this agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved. Accordingly, employee representative(s) will not be permitted time away from the job on issues where there has not been a genuine attempt to resolve the issue at the workgroup level in accordance with the Dispute Settlement Procedure.

Employees agree that they will not hold any meetings including with employee representatives during normal hours of work without the prior approval of their Manager.

Unions will inform the Human Resources Manager of the names and any changes to names and contact numbers of the appointed delegates so that these can be communicated to new employees on induction.

Union delegates may discuss work related matters which have been conveyed as a concern or grievance by an employee in order to assist resolve these concerns where possible provided the delegate does not unduly interfere with the work in progress.

41. UNION DUES

Where an employee makes a written request for union due deductions to be made from their wages, the Council will process this request and deduction in accordance with its payroll deduction processes.

**Part 9 – Special Arrangements**

42. SPECIAL WORK ARRANGEMENTS

There exists a range of “specific” or “special” work arrangements that existed with the former Councils. In acknowledgement of the existences of such arrangements the parties agree to preserve and protect such arrangements within the scope of this agreement. As such the parties agree to identify and amend where appropriate such arrangements during the life of this agreement. The current “special” work arrangements that have been identified at the time of certification of this agreement are provided for in Schedule 2.

**SIGNATORIES**

Signed for and on behalf of **ISAAC REGIONAL COUNCIL**..... Mark Crawley  
 In the presence of ..... Cassandra Dutton

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

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

Signed for and on behalf of the Federated Engine Drivers' and Firemen's  
 Association of Queensland, Union of Employees ..... Jade Ingham  
 In the presence of:..... Lisa Noyes

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Richard Williams  
 In the presence of:..... Kerry Inglis

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

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 Transport Workers' Union of Employees  
 (Queensland Branch) ..... Hughie Williams  
 In the presence of:..... Karen Bow

**SCHEDULE 1 - ISAAC REGIONAL COUNCIL PAY SCALE & WAGE INCREASES**

<b>AWARD</b>	<b>LEVEL</b>	<b>RATE 15/10/2008</b>	<b>RATE 01/07/2009</b>	<b>RATE 01/07/2010</b>
<b>STATE</b>	<b>Initial 6 months</b>	36,141.92	37,587.60	39,091.10
	Level 1	36,915.61	38,392.23	39,927.92
	Level 2	37,683.28	39,190.61	40,758.24
	Level 3	38,439.49	39,977.07	41,576.15
	Level 4	39,231.74	40,801.01	42,433.05
	Level 5	40,146.83	41,752.71	43,422.82
	Level 6	41,695.29	43,363.10	45,097.63
	Level 7	43,236.65	44,966.11	46,764.76
	Level 8	44,637.14	46,422.62	48,279.53
	Level 9	46,178.50	48,025.64	49,946.66
<b>L/G OFFICERS</b>	<b>ASL 1/1</b>	38,287.20	39,818.69	41,411.44
	ASL 1/2	39,105.90	40,576.54	42,199.60
	ASL 1/3	40,183.50	41,790.84	43,462.47
	ASL 1/4	41,276.55	42,927.61	44,644.72
	ASL 1/5	42,368.55	44,063.29	45,825.82
	ASL 1/6	43,312.50	45,045.00	46,846.80
	ASL 2/1	44,420.25	46,197.06	48,044.94
	ASL 2/2	45,513.30	47,333.83	49,227.19
	ASL 2/3	46,605.30	48,469.51	50,408.29
	ASL 2/4	47,699.40	49,607.38	51,591.67
	ASL 3/1	48,790.35	50,741.96	52,771.64
	ASL 3/2	49,883.40	51,878.74	53,953.89
	ASL 3/3	50,977.50	53,016.60	55,137.26
	ASL 3/4	52,068.45	54,151.19	56,317.24
	ASL 4/1	53,159.40	55,285.78	57,497.21
	ASL 4/2	54,253.50	56,423.64	58,680.59
	ASL 4/3	55,199.55	57,407.53	59,703.83
	ASL 4/4	56,292.60	58,544.30	60,886.08
	ASL 5/1	57,383.55	59,678.89	62,066.05
	ASL 5/2	58,328.55	60,661.69	63,088.16
	ASL 5/3	59,421.60	61,798.46	64,270.40
	ASL 6/1	61,241.25	63,690.90	66,238.54
	ASL 6/2	63,061.95	65,584.43	68,207.81
	ASL 6/3	64,884.75	67,480.14	70,179.35
	ASL 7/1	66,705.45	69,373.67	72,148.61
	ASL 7/2	68,526.15	71,267.20	74,117.88
	ASL 7/3	70,346.85	73,160.72	76,087.15
	ASL 8/1	72,531.90	75,433.18	78,450.50
	ASL 8/2	74,718.00	77,706.72	80,814.99
	ASL 8/3	76,904.10	79,980.26	83,179.47
	ASL 8/4	78,954.75	82,112.94	85,397.46
	ASL 8/5	81,005.40	84,245.62	87,615.44
<b>ENGINEERING</b>	<b>C14</b>	29,994.51	31,194.29	32,442.06
	C13	33,179.87	34,507.07	35,887.35
	C12	34,849.54	36,243.52	37,693.26
	C11	35,318.56	36,731.30	38,200.55
	C10	40,146.29	41,752.14	43,422.23
	C9	40,373.42	41,988.36	43,667.90
	C8	41,978.12	43,657.24	45,403.53
	C7	43,378.06	45,113.18	46,917.71
	C6	46,467.88	48,326.59	50,259.65
	C5	47,968.83	49,887.58	51,883.09
	C4	49,551.68	51,533.75	53,595.10

	<b>C3</b>	<b>52,640.41</b>	<b>54,746.02</b>	<b>56,935.86</b>
	<b>C2(a)</b>	<b>47,666.35</b>	<b>49,573.00</b>	<b>51,555.92</b>
	<b>C2(b)</b>	<b>44,490.26</b>	<b>46,269.87</b>	<b>48,120.67</b>
<b>BUILDING</b>	<b>Calling Note 1</b>	<b>40,146.29</b>	<b>41,752.14</b>	<b>43,422.23</b>
<b>AWARD</b>	<b>Dog-person</b>	<b>37,225.73</b>	<b>38,714.76</b>	<b>40,263.35</b>
	<b>Certified Scaffolder</b>	<b>37,158.58</b>	<b>38,644.92</b>	<b>40,190.72</b>
	<b>Calling Note 2</b>	<b>36,108.07</b>	<b>37,552.39</b>	<b>39,054.49</b>
	<b>Labourer</b>	<b>34,963.66</b>	<b>36,362.20</b>	<b>37,816.69</b>

**Calling Note 1** – Mason, Joiner, Shop Fitting, machinist, Glazier, Carpenter, Bricklayer, Plumber, Licensed Drainer, Painter, Fibrous Plasterer, Plasterer, Floor specialist, Signwriter, Sand Blaster, Tiler.

**Calling Note 2** – Powder monkey, hoist driver, gear hand, gantryhand, jackhammer person, concrete cutting or drilling machine operator, steel bender.

**SCHEDULE 2 – SPECIAL WORK ARRANGEMENTS****Moranbah Community Centre**

**Hours of Duty and Meal Breaks** – The ordinary hours of duty of casual officers employed at the Moranbah Community Centre shall be a maximum of thirty six and one quarter hours per week or seven and one quarter hours per day. These ordinary hours shall be worked between the hours of 6.00 am and 9.30 pm Monday to Friday inclusive and between the hours of 6.00 am and 12.00 noon on Saturdays. Ordinary hours shall be worked continuously provided that no casual officer will be required to work continuously for more than five hours without a meal break of at least half hour duration. This break will not be counted as working time. If a meal break is not given after five hours, double time shall be paid for all time worked until such time as the meal break is provided.

**Minimum period of engagement** – Casual Officers employed at the Moranbah Community Centre shall be provided with a minimum period of two hour work on each engagement or be paid a minimum of two hours at the appropriate casual rate.

**Overtime** - All time worked by a casual officer at the Moranbah Community Centre outside or in excess of the ordinary hours of duty prescribed above, shall be deemed overtime, and be paid for at the appropriate hourly rate plus 50% on Mondays to Saturdays and plus 100% on Sundays.

**Other Conditions** – The provisions of award clauses 13,14,15,16 (other than 16.6) 24 and 26 shall not apply to casual officers employed at the Moranbah Community Centre. All other provisions of the award shall apply except to the extent they are suspended or modified by the provisions of this condition.

**SCHEDULE 3 – DEFINITIONS****The following generic definitions apply in this Agreement:**

**“Agreement”** means this certified agreement known as the Isaac Regional Council Certified Agreement 2009.

**“Amalgamated Councils”** means the former Belyando Shire Council, Broadsound Shire Council and Nebo Shire Council.

**“Awards”** shall mean the following:

The Awards as set out in Clause 4.

**“Chief Executive Officer”** means the most senior executive officer in Council as appointed pursuant to the *Local Government Act 1993 (Qld)*

**“Commission”** means the Queensland Industrial Relations Commission.

**“Council”** means the Isaac Regional Council.

**“Employees”** means all employees of Council, except the Chief Executive Officer, and the Senior Executive Officers.

**“Enterprise Bargaining Team”** means nominees from the Single Bargaining Unit together with the representatives of management.

**“Indoor Staff”** means primarily clerical, technical, environmental, engineering, community, library, planning and administrative staff of the Council.

**“Outdoor Staff”** means primarily Water and Sewerage Employees, Parks and Gardens Employees, Road Employees, Workshop Employees, Landfill and Transfer Station Employees, all direct supervisors inclusive of Foreman in each of the areas listed, whose terms and conditions are underpinned by the LGO Award.

**“Pay Scale”** means Isaac Regional Council Pay Scale as detailed in Schedule 1 of this Agreement.

**“Senior Executive Officers”** means those employees of the Isaac Regional Council who report directly to the Chief Executive Officer (“the Executive Directors”) and all those Coordinators/Managers who report directly to the Executive Directors.

**“Single Bargaining Unit”** means representatives of all Employees of the Council duly elected by the Employees themselves.

**“Supervisors”** for the purpose of clause means all managers, coordinators, foreman and any employee deemed to have “in charge” responsibilities.