

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Goondiwindi Regional Council Certified Agreement number 2 - 2009

Matter No. CA/2009/46

Commissioner Thompson

1 June 2009

CERTIFICATE

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

Goondiwindi Regional Council Certified Agreement number 2 - 2009 – CA/2009/46

Made between:

Goondiwindi Regional Council

AND

Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
The Australian Workers' Union of Employees, Queensland; and
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 01 June 2009 and shall operate from 01 June 2009 until its nominal expiry on 1 June 2012.

This agreement replaces the following:

Goondiwindi Town Council Certified Agreement 2003 (CA/2003/251)
Inglewood Shire Council Certified Agreement (State) 2003 (CA/2004/81)
Waggamba Shire Council State Award Certified Agreement 2005 (CA/2005/307)

By the Commission.

Commissioner Thompson

Goondiwindi Regional Council Certified Agreement number 2 - 2009

CA/2009/46

PART 1

1.1. TITLE

This Certified Agreement shall be known as Goondiwindi Regional Council Certified Agreement number 2 - 2009.

1.2. ARRANGEMENT

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PART 6 – SIGNATORIES**APPENDIX A****1.3. DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the first pay period to commence on or after certification of this agreement and shall remain in force for a period of three years

1.4. DEFINITIONS**Award**

The Awards as set out in Clause 6.

Best Practice

To be the best in each area of Council's activities. This incorporates the concept of improvement, performance measurement, bench marking and team based approaches to problem solving.

Productivity

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

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

The provision of the same level and quality of services at a lesser input;

The provision of a greater level of customer service at the same or lesser input;

The development of a capacity to provide increased services in those work units where growth is occurring;

Updated technology;

An agreed combination of the above.

Multi-Skilling

Multi-skilling means that employees will undertake all tasks for which they are trained, legally qualified and competent to do and it is used to maximise the performance of tasks.

Code of Practice

Refers to the *Local Government Workforce Transition Code of Practice*, released by the Department of Local Government, Planning, Sport and Recreation in August 2007.

1.5. PARTIES BOUND

The Parties to the Agreement are Goondiwindi Regional Council ABN and the following Unions: -

- (a) Federated Engine Drivers' and Firemen's' Association of Queensland, Union of Employees (FEDFA) ABN
- (b) The Australian Workers' Union of Employees, Queensland (AWU) ABN
- (c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU) ABN
- (d) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU) ABN 80 519 643 130

This agreement shall apply to all employees paid under the provisions of the following Awards.

- (a) Building Trades Public Sector Award – State 2002
- (b) Engineering Award - State 2002
- (c) Local Government Employees' (excluding Brisbane City Council) Award – State 2003

1.6. APPLICATION

This Agreement shall apply to the Council, the Unions party to this agreement and their members or persons eligible to be their members employed by Council under any of the relevant Awards.

1.7. RELATIONSHIP TO PARENT AWARD

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

1.8. SINGLE BARGAINING UNIT

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

The SBU representatives and Council management representatives will form the membership of the LGEG which has negotiated this agreement and will monitor and implement this agreement.

1.9. 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 reform, and ensuring effective communication between management and employees.

The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.

It is agreed that the LGEG will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between council, employees and the relevant unions. The LGEG will meet by mutual agreement as required.

1.10. RENEGOTIATION

The parties undertake to commence discussions for renegotiation of this agreement six (6) months prior to the expiry date, and to aim to finalise negotiations for a new agreement by three (3) months prior to the expiry date.

1.11. NO EXTRA CLAIMS

The parties to this Agreement agree not to pursue any further claims during the duration of this agreement.

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

PART 2

1.12. OBJECTIVES TO THE AGREEMENT

The parties to this Agreement recognise that the Agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the workplace by:-

Providing a system for ongoing productivity improvement through organisational flexibility, work practices and management systems to meet local needs;

Improving the quality of customer service to our community and to become increasingly customer focused and committed to continuous improvement;

Engendering confidence in the Council as a fair and equitable employer and providing a stimulating, satisfying and participative work environment for all staff;

Providing an opportunity for the achievement of increased skills through improved and structured training programs;

Providing an opportunity for equitable wages and conditions for all employees of Councils amalgamating into Goondiwindi Regional Council as part of the Local Government Reform;

Ensuring that no employee is disadvantaged on an overall basis by Local Government reform, as per Clause 8.2.6 of the Code of Practice.

1.13. DISPUTE SETTLEMENT PROCEDURES

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.

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 matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant union.

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

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

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

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

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

1.14. WORKFORCE ARRANGEMENTS

Employment guarantee

Council values its staff and the contribution they make to the delivery of services to the community. Council appreciates the loyalty and positive effort made by its staff during the early stages of the amalgamation process. In this current unstable economic environment Council is concerned to ensure that it maintains the sustainability of the community and Council, while giving security and certainty to staff. Therefore in recognition of the demonstration of restraint by staff in negotiating his agreement, Council will guarantee the continued employment of all current employees for the life of this agreement subject to normal performance and disciplinary requirements.

PART 3

1.15. WAGE INCREASE

Goondiwindi Regional Council agrees to pay employees a wage increase of 4.00% or \$35 per week, whichever is greater, effective from 24 November 2008.

Goondiwindi Regional Council agrees to pay employees a wage increase effective one year from the date of certification of this agreement. The wage increase will be inclusive of any State wage Case increase. Any State Wage Case decision (usually effective 1 September each year) will be paid at the time of such decision and the remainder paid to employees one year from the date of certification of the agreement to ensure that staff receive a total wage increase of 4.00% or \$35 per week, whichever is greater.

Goondiwindi Regional Council agrees to pay employees a wage increase effective two years from the date of certification of this agreement. The wage increase will be inclusive of any State wage Case increase. Any State Wage Case decision (usually effective 1 September each year) will be paid at the time of such decision and the remainder paid to employees two years from the date of certification of the agreement to ensure that staff receive a total wage increase of 4.00% or \$35 per week, whichever is greater.

SCHEDULE OF WAGES

A schedule of wage and salary rates to apply during the life of this Agreement is attached as Appendix A

1.16. ALLOWANCES

Poison sprays

Employees using poison sprays for the control of noxious weeds such as pear, burr and groundsel shall be paid an additional amount at the rate of \$15.00 per week whilst engaged in such work.

Tool allowances

- (a) Tradespersons shall be paid a \$25.00 weekly allowance where they are required to provide their own tools.
 (b) This allowance shall not be paid whilst the employees are absent on annual leave or absent from work without pay for periods of one week or more.

Employees supplying dogs

- a) Stock route supervisors and others who are required to provide their dogs and associated equipment used in carrying out their duties shall be paid an allowance of \$10.00 per week for the first dog and \$5.00 per week for the second dog.
 (b) This allowance shall not be deemed to include such costs as veterinary services for injury due to accidents incurred during the normal course of duties. Such costs incurred shall be mutually agreed upon between the Employer and employee.

Toilet cleaning

Employees required to clean toilets will be paid time for time at time and one half when dealing with live sewerage.

On call allowance

On call allowance shall be paid in accordance with the relevant award, however water supply staff that currently receive a 4 hrs on call bonus payment will retain that allowance for the life of this agreement.

Camping allowance

Where for the performance of work it is necessary for employees to live in a camp provided by the Employer, such employees shall be paid a camping allowance for each day the employees live in camp. If employees are required to remain in camp for 3 days or more they shall be paid camp allowance for 5 days. Daily camp allowances during the life of this agreement shall be:

Year 1 \$25, Year 2 \$30, Year 3 \$35

Construction, reconstruction, alteration, repair and/or maintenance work

All State award employees shall be paid the construction, reconstruction, alteration, repair and/or maintenance work allowance.

Travel Time

Where an employee is required to report directly to a job site any additional time taken to travel to the job site compared to travelling from the employee's home to the usual depot shall be paid for at time and one half.

Higher Duties

An employee primarily engaged on the duties of a higher level for a total of more than 2 hours on any day shall be paid the rate applicable to such higher level for the entire day.

1.17. SAFETY CLOTHING / UNIFORMS

Works Staff

Council will provide to all Works Staff required to wear corporate clothing the following items as an initial issue:

Safety Boots

Council shall provide each employee required to wear safety footwear, a pair of work boots at the commencement of employment and will replace them on a fair wear and tear basis. Should employees wish to purchase their own boots Council will subsidise the cost to the following amounts.

First year of the agreement \$120

Second year of the agreement \$125

Third year of the agreement \$130

Boots shall conform to the relevant Australian Standard.

Wide Brimmed Hat

Council shall provide each employee in the outside workforce with an approved wide brimmed hat at the commencement of employment and replace it on a fair wear and tear basis. Should employees wish to purchase their own hat Council will subsidise the cost to the following amounts.

First year of the agreement \$80

Second year of the agreement \$85

Third year of the agreement \$90

Hats shall conform to the relevant Australian Standard.

Water Bottles

It is agreed between the parties that Council shall provide a water bottle for each employee in the outside workforce.

Winter Jacket

Council will supply one (1) winter jacket for all outside employees and then replace as required on either a fair wear and tear basis or every two (2) years.

Shirts

For each employee required to wear safety clothing Council shall provide shirts and replace them on a fair wear and tear basis in accordance with Council policy. i.e.2 Shirts on commencement and then an additional 3 shirts after the completion of 3 months service.

Overalls

Workshop staff will be provided with overalls in lieu of shirts if they so nominate.

These items of clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/damaged items to the store.

Uniform allowance

Council agrees to provide a uniform allowance to all internal office employees on the following basis:-

Permanent full time staff and permanent part time staff, on a pro-rata basis, will be paid the following annual allowance, exclusive of GST, for uniforms purchased through Council's nominated provider :

First year of the agreement \$400

Second year of the agreement \$410

Third year of the agreement \$420

This allowance is not cumulative.

Employees provided with the corporate clothing are required to wear the corporate clothing on all occasions during work periods.

1.18. ANNUAL LEAVE

It is agreed between the parties that:-

- (1) Leave entitlements will be as per the relevant award;
- (2) Access to a single day's annual leave by negotiation with appropriate supervisor, providing that at least two (2) days notice be given.

1.19. SICK LEAVE

The sick leave entitlement for outside staff shall be 76 hours (10 days) per annum. All other sick leave provisions of the relevant award will continue to apply.

1.20. SICK LEAVE INCENTIVE PAYMENTS

It is agreed that that a sick leave incentive payment system will apply to staff as follows;

Staff with 10 years continuous service with the Goondiwindi Regional Council and or its constituent former Councils, shall on termination, except in the case of termination due to misconduct, be entitled to the pay out of accrued sick leave to a maximum of 20 days.

It is agreed that all staff of the former Inglewood Shire Council will retain the sick leave incentive entitlement that was in place at the date of amalgamation as follows;

There shall be no qualification period of service to access the sick leave incentive payment.

1.21. LONG SERVICE LEAVE

It is agreed between the parties that:-

All staff shall be eligible for Long Service Leave after 10 years service in Queensland Local Government.

Accrual shall be at 1.3 weeks per full time equivalent year of service.

An employee whose employment is terminated (either by the employer or by the employee) after having completed 7 years or more but less than 10 years continuous service, for any reason other than serious misconduct, is entitled to a proportionate amount on the basis of 13 weeks for 10 years service.

An employee may elect to take part of their Long Service Leave and also receive a matching payout for additional unused Long Service Leave. This condition applies to blocks of a minimum of four (4) weeks duration.

1.22. PERSONAL LEAVE

All parties agree that the provision of personal Leave, as per the Family Leave Award 2003, shall be extended to allow an employee to access such leave if the primary carer of a family member (eg children) is incapacitated (eg hospitalised).

The Award states that An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use sick leave entitlement for absences to provide care and support for such person when they are ill, subject to:

- a) the employee being responsible for the care of the person concerned;
- b) the person concerned being either -
- c) a member of the employee's immediate family; or
- d) a member of the employee's household.

1.23. BEREAVEMENT LEAVE

All parties agree that up to three (3) additional days paid bereavement leave shall be allowed. Such additional leave is to allow for the time required to travel to funerals, and shall be allowed on the following basis:

0 – 250 kms	0 additional days
251 – 500 kms	1 additional day
501 – 750 kms	2 additional days
Greater than 750 kms	3 additional days

Where the leave is granted to those persons listed over and above those mentioned in the relevant Local Government Awards, such leave shall be deducted from sick leave credits.

Wife	De facto wife	Husband	De facto husband
Father	Mother	Father-in-law	Mother-in-law
Brother	Sister	Half-brother	Half-sister
Step-brother	Step-sister	Brother-in-law	Sister-in-law
Daughter	Son	Son-in-law	Daughter-in-law
Grandfather	Grandmother	Grandchild	

1.24. NATURAL DISASTER LEAVE

Employees who are unable to present to work due to the closure of public roads on their normal or reasonable alternative route will be afforded an opportunity to re-schedule and use an RDO in lieu of attending work. (normal notification of absence from work requirements apply).

It is agreed that in the instance where the employee can reasonably attend work at an alternative work location or can carry out work from home, they will do so if directed by their supervisor.

Payment on subsequent days absence, to a maximum of two full days, shall be made provided that the abovementioned condition has been met.

The payment for additional days absence in excess of three days will be determined by CEO on a case by case basis.

1.25. STUDY LEAVE

Council will afford staff who undertake Council approved courses necessary time off with pay to attend compulsory lectures, tutorials, exams and up to five days leave per year for study purposes.

1.26. SALARY SACRIFICE

Salary sacrifice shall be available to all staff in accordance with ATO guidelines as changed or amended from time to time.

Council encourages employees to seek independent financial advice before entering into any arrangement. Council takes no responsibility for the implications of salary sacrifice arrangements put in place by employees.

1.27. INCOME MAINTENANCE WITH EBA WAGE INCREASES, AS A MINIMUM, FOR THE TERM OF THE AGREEMENT IF REDEPLOYED TO A LOWER CLASSIFICATION LEVEL

When an employee accepts redeployment to a position that is a lower classification level than their previous classification level the Council agrees to maintain an employee's income/salary/wage until either:

the employee is no longer employed by the Council; or

the employee applies for and is appointed to a position where the income/salary/wage is less than the income/salary/wage of the previous position.

the employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage of the previous position.

Council agrees to apply all wage increases provided for in this agreement to the employee's maintained income/salary/wage.

1.28. ACCRUED ENTITLEMENTS TO BE PAID AT PRE INCOME MAINTENANCE RATE OF PAY FOR EMPLOYEES WHO ARE REDEPLOYED TO A LOWER CLASSIFICATION LEVEL WHEN LEAVE IS TAKEN

When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage.

1.29. NO FORCED RELOCATIONS

Council agrees not to force any employee to relocate for the duration of this agreement. Relocate will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

1.30. RELOCATION EXPENSES

When an employee relocates during the duration of this agreement the Council agrees to pay relocation expenses in accordance with the Minister for State Development, Employment and Industrial Relations Directive No 12/06, as amended.

The term relocate will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

1.31. TRANSFERS

Council will abide by the provisions of Local Government Workforce transition Code of Practice. Transfers can only occur where it does not cause undue hardship for the employee.

1.32. TRANSFER EXPENSES

After the expiry of the Local Government Workforce transition Code of Practice, in the event of any forced transfers, Council will agree to either meet the cost of transport costs to the new fixed location of work in line with ATO guidelines or provide a vehicle for transit usage. Council will also either allow travel one way in Council time or pay time taken in travel one way outside of hours at ordinary time.

1.33. TRANSMISSION OF BUSINESS

(a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

(i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

(ii) the period of employment which the employee has had with the transmittor or any prior transmitter shall be deemed to be service of the employee with the transmittee.

(b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

1.34. PAYMENT OF WAGES

Wages shall be paid fortnightly via electronic funds transfer.

1.35. PAYROLL DEDUCTIONS

All reasonable payroll deductions, including Council rates and union fees shall be allowed.

1.36. WORKER'S COMPENSATION INSURANCE

It is agreed that after twenty-six (26) weeks when Work Cover reduces from paying 100% of weekly earnings, an employee may use accumulated sick leave to top up their wage to 100% of their normal wage while on workers' compensation.

PART 4

1.37. HOURS OF WORK**Work cycles**

Outside work force 152 hours within a work cycle not exceeding 28 consecutive days.

The standard work cycle shall be a 19 day month worked Monday to Friday over a 28 day period, however this is subject to the provisions of the "Span of hours" and "Rostered Days Off" provisions of this agreement.

Span of hours

The span of hours shall be as per the award.

To facilitate flexible working arrangements hours of work and the implementation of hours of work arrangements can be altered after consultation and agreement with Council and the majority of employees concerned.

Agreement to alter these arrangements will not be unreasonably withheld by the parties.

All such agreements will be committed to writing and will have application from the date that the vote is taken. Voting will be by secret ballot.

1.38. ROSTERED DAYS OFF (RDO)

Any Rostered Day Off accruals must be approved by the employee's supervisor.

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

The maximum accrual of Rostered Days Off shall be 5 days.

Staff may be required to bank Rostered Days Off during peak work periods and or for those that fall on fortnights in which there are public holidays.

Rostered Days Off may be used for wet weather subject to the wet weather provisions of this agreement.

For staff currently on a 9 day fortnight work cycle, they may choose to remain on that work cycle or opt for a 19 day month from the commencement of and for the duration of the agreement.

PART 5

1.39. MATERNITY LEAVE

6 Weeks paid maternity leave to be included in any mandated paid maternity or parental leave

1.40. IMMUNISATION

Council will meet the cost of voluntary and or mandatory Hep A and B and influenza vaccinations for staff as required.

1.41. TOIL

With the approval of their supervisor, employees may elect to have overtime, weekend and public holiday penalties acquitted as TOIL, rather than as payments.

Employees working approved overtime, Monday to Friday, may choose to be paid at the penalty rates as prescribed by the Award or be given time off equivalent to time worked.

The amount of banked TOIL will require monitoring. If the amounts banked are allowed to become too large or too small, problems will be encountered that may counteract the benefits to the parties of the TOIL system.

The following points will provide the necessary controls.

Minimum size of bankable TOIL shall be 30 minutes.

TOIL will only be taken at mutually agreed times and shall not cause disruption to the job;

TOIL that is unable to be taken, but must be taken as part of this agreement, shall be paid out at ordinary time rates;

A ceiling of ten (10) days (80 hours) is applied to the accrual of ordinary TOIL (including Rostered Days Off).

Any amount accrued in the RDO/TOIL bank will be reduced over the Christmas period each year, to commence each subsequent year with not more 5 days (40 hours) of ordinary TOIL in the bank.

1.42. MEAL BREAKS

Lunch Break at Council's convenience – earlier or later without overtime payment between 4 hours and 6 hours from the commencement of work. Lunch breaks for work performed on Saturday and Sunday shall be taken in the employees own time.

1.43. CALL OUTS

It is agreed that all callouts shall be paid for a minimum duration of four (4) hours at the prevailing overtime rate.

1.44. WET WEATHER

The parties agree that outside staff shall accumulate five (5) days of banked time that may only be used in periods of wet weather. These five days (40 hours) are the maximum amount of Wet Toil that can be accrued.

The wet weather toil shall be accumulated by employees working an additional 10 minutes per day until the limit of five (5) banked days is reached. Any time used from this bank for wet weather shall be replaced by the same method.

Once the limit of 5 days (40 hours) has been reached in the Wet Toil bank, employees will continue to work an additional 10 minutes per day so that there is consistency in hours worked across the outside workforce. The 10 minutes of wet weather toil worked each day will (at the employee's discretion) either be paid at the appropriate overtime rate, or revert to being accumulated as Ordinary Toil in the TOIL / RDO Bank.

Ordinary Toil and RDO time is banked into a joint bank, and as such are indistinguishable once banked. If and when excess Wet Toil is accumulated in the RDO Bank, it also will be indistinguishable once banked. Therefore, once overtime being worked for Wet Toil is accumulated into the Toil / RDO bank, it cannot be drawn back out into the Wet Toil Bank.

Once an amount of Wet Toil is used and the total reduces below the maximum ceiling of 5 days (40 hours), Wet Toil overtime worked will be banked into the Wet Toil Bank, until this bank reaches the required number of hours.

At the discretion of the Director of Technical Services, in consultation with employees, certain work groups may be excluded from this arrangement if the nature of their work allows them to work efficiently during wet weather.

If employees are not required to attend work due to wet weather, the supervisor will make a reasonable attempt to notify each employee prior to their normal departure time from home.

If staff arrive at their normal work place and are advised that they are not required to attend work for the day due to wet weather and are sent home, employees will be paid for three hours at ordinary time with the remainder of their ordinary time for that day deducted from their wet TOIL.

Employees shall be paid any accumulated banked time upon termination and such payment shall be at ordinary rates.

1.45. MULTI-SKILLING

All employees of Goondiwindi Regional Council are to be committed to maximising productivity and efficiency in the work they perform. To achieve this outcome, the employees shall be prepared to continue with their multi-skilling of tasks.

Multi-skilling means that employees will undertake all tasks for which they are trained and legally qualified to do and it is to be used to maximise the performance of the tasks. Where practical multi-skilling will be performed in a team environment and used to promote a higher skilled workforce.

Both parties agree that instances will occur where operators and higher paid classifications will be required to undertake labour related duties.

1.46. SERVICE OVERTIME

Servicing of plant and vehicles may be required to be carried out for half an hour each day in the operators' time and not during ordinary work hours.

This time will be acquitted in overtime payments (time-and-a-half) and shall be charged to the designated plant or vehicle.

If approved by the supervisor the servicing may be done when convenient for the operator.

If Service Time is not worked, or is carried out during ordinary working hours, then Service Overtime will not be paid.

1.47. REST PAUSE

Every employee shall be entitled to a rest pause of minimum 10 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

Dependant upon operational considerations, the employer may determine that the rest pauses may be combined into one twenty minute rest pause, to be taken in the first part of the ordinary working day.

Rest pauses may be of slightly longer duration in the case of some employees in order to satisfy all legislative requirements.

1.48. TIME SHEETS

Time sheets shall be completed by employees each day during work hours.

1.49. SUPPLY OF ENERGY DRINKS

As part of heat management for employees, an energy drink to replace electrolytes for employees will be supplied to employees who work in the sun. These drinks will be Gatorade or Lucozade or Powerade in powdered or concentrated liquid form.

1.50. POSITIVE EMPLOYMENT RELATIONS

New Employees

The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

The relevant union delegate will have access to new employees to enable them to introduce themselves without disrupting their normal work duties.

Workplace Delegates

On being notified in writing by the relevant union that an employee has been elected/appointed as a workplace delegate the Council will recognise the employee as relevant union workplace delegate and allow them the following.

reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;

reasonable access to representatives of the Council management for the purpose of resolving issues of concern to union members;

Facilities and conditions

The following facilities and conditions will be made available to members of the Local Government Employment Group.

Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.

Access to a room with normal office facilities will be provided to discuss employment matters.

No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

Meeting notices and newsletters

The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by the relevant union. The relevant union workplace delegate will be provided with access to this space.

In addition the provisions of the Part 11 of the LOCAL GOVERNMENT EMPLOYEES' (EXCLUDING BRISBANE CITY COUNCIL) AWARD – STATE shall also apply.

PART 6 – SIGNATORIES

Signed for and on behalf of Goondiwindi Regional Council Peter Charles Stewart
In the presence of Jennifer Elsley

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 Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland Michael Ravbar
In the presence of:..... Kathleen Nettleton

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:..... Kathleen Nettleton

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

Goondiwindi Regional Council - Wages calculations for EBA purposes

le workforce

n	Current as at 10 March 2009		Period one remuneration from 24 Nov 2008		Year two remuneration as at the 1st anniversary of the agreement		Year three remuneration as at the 2nd anniversary of the agreement
	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate
	30,768.40	591.70	32,588.40	626.70	34,408.40	661.70	36,228.40
	31,309.20	602.10	33,129.20	637.10	34,949.20	672.10	36,769.20
	37,642.18	723.89	39,462.18	758.89	41,282.18	793.89	43,102.18
	38,247.87	735.54	40,067.87	770.54	41,887.87	805.54	43,707.87
	38,859.39	747.30	40,679.39	782.30	42,499.39	817.30	44,319.39
	39,581.57	761.19	41,401.57	796.18	43,221.57	831.18	45,041.57
	40,798.78	784.59	42,618.78	819.59	44,438.78	854.59	46,258.78
	42,010.18	807.89	43,830.18	842.89	45,650.18	877.89	47,476.19
	43,110.91	829.06	44,930.91	864.06	46,750.91	899.06	48,620.95
	44,322.30	852.35	46,142.30	887.35	47,987.99	922.85	49,907.51

Note: Living wage increases (safety net) will be applied as directed (date and amount) and at the anniversary date of the agreement pay rates will be further increased (if required) to the levels prescribed in this schedule.