

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Lockyer Valley Regional Council Certified Agreement (Field Staff) - 2012

Matter No. CA/2012/39

Commissioner Brown

13 August 2012

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 23 July 2012 the Commission certifies the following written agreement:

Lockyer Valley Regional Council Certified Agreement (Field Staff) - 2012 – CA/2012/39

Made between:

Lockyer Valley Regional Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
The Australian Workers' Union of Employees, Queensland
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
The Electrical Trades Union of Employees Queensland
Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
United Voice, Industrial Union of Employees,

The agreement was certified by the Commission on 23 July 2012 and shall operate from 23 July 2012 until its nominal expiry on 22 July 2015.

This agreement cancels Lockyer Valley Regional Council Certified Agreement Field Staff - 2008 (CA/2008/346)

By the Commission.

Commissioner Brown

Lockyer Valley Regional Council

Certified Agreement

(Field Staff) - 2012



Attachment A

1. TITLE

This Agreement shall be known as the Lockyer Valley Regional Council Certified Agreement (Field Staff) - 2012.

2. ARRANGEMENT

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3. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees (Excluding Brisbane City Council) Award State 2003, Building Trades Public Sector Award – State 2012, Engineering Award – State 2002, Civil Construction, Operations and Maintenance General Award – State 2003, Children's Services Award – State 2012, and Hospitality Industry – Restaurant, Catering and Allied Establishments Award – South-Eastern Division 2002. Provided that where there is any inconsistency between this Agreement and the Local Government Employees (Excluding Brisbane City Council) Award State 2003, Building Trades Public Sector Award – State 2012, Engineering Award – State 2002, Civil Construction, Operations and Maintenance General Award – State 2003 and Children's Services Award – State 2012, and Restaurant, Catering and Allied Establishments Award – South-Eastern Division 2002, this Agreement shall take precedence to the extent of the inconsistency.

4. COMMITMENT TO COLLECTIVE BARGAINING

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

5. DEFINITIONS

- “**Act**” means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- “**Agreement**” shall mean the “Lockyer Valley Regional Council Certified Agreement (Field) No. 2 - 2012”.
- “**Commission**” means the Queensland Industrial Relations Commission.
- “**Council**” shall mean the Lockyer Valley Regional Council.
- “**Emergencies**” shall mean where there is potential for loss of life or property damage.
- “**Child**” shall mean a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- “**Employee**” The term ‘employee’ refers to a paid member of Council’s workforce.
- “**Flat Rate**” A flat rate in the case of project specific agreements may be established by mutual agreement between the employer and employee. The flat rate will not be less than the ordinary rate of pay for an employee.
- “**Genuine Needs**” shall mean, for the purpose of this Agreement either illness or crisis in the employees immediate family or household, or the need to avoid leaving children unattended, or the need to fulfil a pre-existing community commitment.
- “**Mutual Agreement**” Where any matter is to be decided by mutual agreement, sufficient information and reasonable time must be provided. Mutual agreement shall be reached by means of consensus. If consensus cannot be reached, the matter is to be referred to an independent third party for mediation. It is agreed between the parties that the suggested third party for mediation will be the Queensland Industrial Relations Commission.

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

- “**Productivity**” is the effective and efficient use of resources to achieve the goals and objectives of the organization.
- “**JCC**” is the Joint Consultative Committee made up from Council/Union members of the EBA team.
- “**Time off in lieu**” is time taken off and paid for on the same equivalent as the time actually worked.
- “**Union**” means:
 - Australian Workers' Union of Employees, Queensland (AWU); or
 - Transport Workers' Union of Employees, (Queensland Branch) (TWU); or
 - United Voice, Industrial Union of Employees, Queensland (UVQ); or
 - Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU); or
 - Electrical Trades Union of Employees, (Queensland Branch) (ETU); or
 - The Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland (CMFEU); or
 - Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees (FEDFA).

6. PARTIES BOUND

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

This Agreement has been entered into between the Lockyer Valley Regional Council and its employees along with the unions listed below:

- The Australian Workers' Union of Employees, Queensland (AWU);
- Transport Workers' Union of Australia, Union of Employees, (Queensland Branch) (TWU);
- United Voice, Industrial Union of Employees, Queensland (UVQ)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU);
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland (CMFEU),
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees (FEDFA),
- The Electrical Trades Union of Employees (ETU)

7. DATE AND PERIOD OF OPERATION

This Enterprise Bargaining Agreement shall operate from 21 January 2012 in accordance with all of its terms, and from the beginning of the first full pay period following receipt by Council of the Agreement signed by all parties to this Agreement and shall have a nominal expiry date of three years. It is the intention of the parties to begin the negotiation for a new agreement six (6) months prior to this agreement's date of expiry.

8. PURPOSE AND OBJECTIVE OF AGREEMENT

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

This agreement will also serve to support Council's initiative in its committed to Shaping a culture of 'High performance', 'Service excellence', and a 'Future focus' that drives efficient and effective services for Lockyer Valley residents. This will be enabled by reshaping the organisation and building a culture that:

1. Is customer focused;
2. Comprises of high performing teams and individuals;
3. Strives for continuous improvement;
4. Is accountable for what we deliver to the community;
5. Provides an environment for improved work/life balance and to become an employer of choice.

This process will include the following elements:

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

9. COMMUNICATION AND CONSULTATION

It is agreed between the parties that there needs to be effective two-way communication between management, the Enterprise Bargaining Team, employees, and the relevant Union. To this end, the Enterprise Bargaining Team and or Unions shall continue to meet when necessary, to facilitate the consultation process on any proposed changes to this agreement.

In addition, it is agreed between the parties that the introduction of a new policy, or change to an existing policy that directly affects the employer/employee relationship only, following consultation and agreement with the JCC. Where agreement has not been reached, either party can activate the dispute resolution process as outlined in clause 12 of this agreement.

10. SALARY INCREASES

It is agreed between the parties that employee's will receive a 4% annual salary increase to be halved and paid in six monthly instalments in January and July of the first year and 4% in January of the subsequent two years. The first payment made to employees will be back paid to the first pay period after the 21 January 2012.

A schedule of wage and salary rates to apply during the life of this Agreement is attached as Appendix "C". These rates will become operative from the first full pay following receipt by Council of this Agreement signed by all relevant parties.

11. CLASSIFICATIONS COVERED BY THIS AGREEMENT

Council positions will be classified in accordance with the level definitions and characteristics provided for in the Local Government Employees (Excluding Brisbane City Council) Award State 2003, this Agreement and as per the provisions set out below.

- (a) Position descriptions shall be used as the primary source of classifying positions. Council will provide to each employee a position description which will be classified in accordance with the level definitions provided for within the Local Government Employees (Excluding Brisbane City Council) Award State 2003,
- (b) The parties also agree that the introduction of a new State Award for Local Government Employees may require the introduction of a new classification levelling system and will take precedence over the current classification structure of the Local Government Employees (Excluding Brisbane City Council) Award State 2003,
- (c) In the event that a new Award is introduced, the parties agree to meet in good faith to discuss the implementation of any new classification system.

12. DISPUTE RESOLUTION PROCESS

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

- (a) Any employee or employees with a genuine grievance or complaint regarding any aspect of the employment of such employee/s shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- (b) While best endeavours will be made to resolve the matter as quickly as possible, if the matter is not resolved at this level within two (2) working days, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to notify the duly authorised Union official.
- (c) While best endeavours will be made to resolve the matter as quickly as possible, if the matter is still not resolved after a further two (2) working days, the matter should then be referred to the Chief Executive Officer and a duly authorised Union official who shall attempt to facilitate a resolution.
- (d) If after the above steps the matter remains unresolved, the employee reserves the right to refer the matter to the Queensland Industrial Relations Commission.
- (e) While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
- (f) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
- (g) The above procedures do not restrict Lockyer Valley Regional Council or an authorised representative or duly authorised official of the Union from making representations to each other.

**Please, see the flow chart for this process in Appendix A*

13. SPAN AND SPREAD OF HOURS

Flexible work practices and modernisation

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

In addition to flexible working arrangements made available to staff within this agreement and while continuing existing arrangements, Council agrees to investigate further possible opportunities for flexible working arrangements. The parties agree that any new flexible work arrangements are provisional on the basis they also contribute to greater productivity and or cost savings of Council, and are subject to the operational requirements of Council.

During any discussions in relation to flexible work arrangements made by agreement between Council, Unions and employees, in a section or sections of work Discussion and agreement between the parties prior to implementation

Local flexibility can be negotiated for the following provisions:

- (a) Span of hours;
- (b) Rostering and Work Cycles;
- (c) Roster breaks;
- (d) Timing of rest pauses, meal breaks and annual leave;
- (e) Special Projects;
- (f) A majority of affected staff, 50%+1

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

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

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

The parties commit themselves to the following principles:

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

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

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

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

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that effective communication be maintained between all levels to facilitate information flows between management and employees and/or an agent or representative for the employee.

13.1 Four Day Week

Field and Depot based staff agree to work a four (4) consecutive day week consisting of nine and a half hour days (4 X 9.5 hrs) where applicable or as mutually agreed. During certain times of the year or for other genuine operational

reasons, the rostered day off for an employee may be changed with consultation and mutual agreement. If no mutual agreement can be reached then the parties are refer to the next stage in the disputes resolution process. However rostered days off will be confined to a Monday or a Friday only.

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

13.2 Span of Hours

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

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

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

13.3 Job Share Arrangements

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

13.4 Child Care Centre

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

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

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

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

The Parties agree that employees working at the Child Care Centre will have their wage rates held at 3% above the Children's Services Award – State 2012, as amended from time to time, for the duration of the Agreement.

13.5 Street Cleaning and Cleaning/Maintenance of Public Facilities

Council's permanent employees may undertake street cleaning and cleaning of public facilities operations alternately as casual employees on a flat rate, rostered on any of the seven days per week. The Parties agree that this Agreement may include street cleaning and cleaning of public facilities operations so that Monday to Sunday becomes the normal working week and that a roster would be prepared to carry out the street cleaning operations as well as other options to streamline the process.

13.6 Public Facility Toilet Cleaning

Any employee engaged in public toilet cleaning will be paid double the allowance prescribed under the Local Government Employees (Excluding Brisbane City Council) Award - State 2003.

13.7 Service Time

Payment of service time will be paid at overtime rates if the service needs to be completed prior to commencing ordinary time.

14. ON CALL ARRANGEMENTS

The parties agree that all staff required to be on standby (on-call) and covered under this agreement will be paid at the rate specified within the Local Government Employees (Excluding Brisbane City Council) Award State 2003.

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

15. PRODUCTIVITY AND EFFICIENCY

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

The essence of this clause is to encourage all staff to seek productivity improvements to Council operations in the interests of improving service delivery to ratepayers and to improve efficiency in the delivery of Council operations.

16. EMPLOYMENT SECURITY

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

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

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

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

- (f) Measures to increase the security of employees' employment.
- (g) Measures aimed at ensuring that new employees are recruited with the aim of developing and advancing employees in their chosen occupation, trade, industry or calling.
- (h) Voluntary redundancies will be called for in the first instance
- (i) There will be no forced redundancies without prior consultation and agreement with the relevant union(s). If agreement is not reached any party to this agreement may refer to the disputes procedure

The Parties agree the use of indirect employment arrangements such as contractors, labour hire and agencies; will only be used in circumstances such as:

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

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

17. REDUNDANCY ARRANGMENTS

The parties agree that the process referred to in clause 16 will be considered before any forced redundancy is referred to the relevant unions. When a position is made redundant, the following scale of severance payments shall apply for employees in respect of continuous local government service, including service with the Lockyer Valley Regional Council.

Severance pay based on following length of service; 3 weeks salary for every year of service, with a proportionate payment for a part year thereof. A maximum of 78 weeks will apply. At Council's discretion, it may elect to pay out the relevant notice period instead of the employee serving this time. No severance pay shall be made pursuant to the redundancy arrangements where the employee has been redeployed into another suitable position.

Where an employee is transferred to lower paid duties because of redundancy, the same period of notice must be given; as the employee would have been entitled to if the employment had been terminated. Council will maintain the income of the employee at the pre transfer rate for a period of twelve (12) months from the date of appointment to the new position. After this period the income will revert to one increment above the level originally determined for the new position at the time of the transfer provided performance has been satisfactory.

18. FLEXIBLE RECREATION LEAVE

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

- Council currently closes down its operations for a period of time over the Christmas/New Year period with the balance of leave for employees to be taken by mutual agreement during the year. It is also agreed that the current system of a skeleton crew to work during the Christmas/New Year closedown period be continued.
- Office and library personnel will continue to take recreation leave on a flexible basis, subject to application and approval by management.
- Employees may accumulate recreation leave for a maximum period of two (2) years in arrears before taking such leave. Employees may also accrue an additional one year of annual leave taking the total accumulated leave balance of 12 weeks; however, this must be submitted to the CEO in writing. Approval will not be unreasonably withheld

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

19. BEREAVEMENT LEAVE

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

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

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

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

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

20. SICK LEAVE

Sick Leave entitlements will be 15 days per year with no ceiling to the total number of accrued days of sick leave an employee can accrue.

20.1 Long Term Sick Leave

Long-term sick leave will be subject to written approval by the CEO. Employees may have access to accumulated sick leave at half pay on a case-by-case basis for long-term illness supported by a medical certificate. This clause will be superseded when a policy is drafted and supported by the JCC.

21. CARER'S LEAVE

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

Wife	Mother-in-law	Grandfather
De facto wife	Brother	Grandmother
Husband	Sister	Grandson
De facto husband	Children of the employee	Granddaughter
Fiancé	Step-child	Other persons as agreed by CEO
Father	Step-father	Same sex partner
Mother	Step-mother	
Father-in-law	Foster Siblings	

22. PAID MATERNITY / PATERNITY LEAVE

It is agreed between the parties that female employees be eligible for eight (8) weeks paid maternity leave on full pay, or sixteen (16) weeks at half pay, to be taken at the commencement of their maternity leave and upon the completion of one (1) years permanent continuous service.

It is also agreed between the parties that for the purpose of paternity leave the definition of Carer’s Leave will include leave during the actual birth of the child, or collection of an adopted child, for up to two (2) days for the partner of the mother, being de-facto or spouse. The partner of the mother is also entitled to a maximum of two (2) weeks paid paternity leave on full pay.

All payments will be made over and above those entitlements normally afforded to employees by the Australian Federal Government in relation to paid parental leave.

23. LONG SERVICE LEAVE

It is agreed between the parties that Employees under this agreement will be entitled to take thirteen (13) weeks Long Service Leave after completing the equivalent of ten (10) years full time service with Council. Pro-rata Long Service Leave will be available upon termination of employment after the equivalent of seven (7) years full time service. It is also agreed between the parties that Long Service Leave may be taken at half pay, providing the application is made in writing to the CEO, and the CEO gives written approval and that operational contingencies are considered and given priority.

24. WORKERS COMPENSATION SICK LEAVE TOP UP

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

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

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

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

25. TOIL

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

- (a) TOIL is to be used as part of normal operations in periods of peak workflow and/or to gain particular job efficiencies and as agreed in job specific projects.

- (b) When an employee's employment terminates, any accrued TOIL balances will be paid out to the employee at overtime rates.
- (c) All TOIL and overtime shall be approved by management or the immediate supervisor prior to working such time.
- (d) By mutual agreement between the employer and the employee, employees may either accumulate a combined maximum of 76 hours as banked rostered days off (RDO's) or TOIL at any time.
- (e) TOIL cannot be accrued in excess of this without the written permission of the Chief Executive Officer or relevant Executive/Group Manager.
- (f) The 76 hours accrued shall be inclusive of time required for the Christmas/New Year break.

26. 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.

27. COPY OF AGREEMENT

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

28. SPECIFIC PROJECTS / TASKS

Where Council identifies specific job projects or tasks, localised working arrangements may be implemented following consultation and agreement between the parties to this agreement.

29. POSITIVE EMPLOYMENT RELATIONS

29.1 Workplace Delegates

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

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

29.2 Facilities and Conditions

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

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

29.3 Workplace Delegates Leave

A Union workplace delegate or their proxy shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend Trade Union training, or specific Union training courses approved by the Union.

29.4 Right of Entry

An authorized officer of the Union will have rights of access and entry to the premises of the Council in accordance with the provisions of the Queensland Industrial Relations Act 1999.

29.5 Meetings

Employees will be allowed reasonable time off with pay within working hours to attend up to four (4) union meetings per year (maximum of 4 per year and no longer than 2 hours in duration) designed to improve employment relations with the employer. Such meeting requests must be put into writing, authorised by the Chief Executive officer, and not be unreasonably withheld.

30. SALARY SACRIFICING

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

Such salary sacrifice arrangements shall not be approved unless the Group Manager, Corporate Services is satisfied the employee has obtained independent financial advice.

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

31. SUPERANNUATION FUND

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

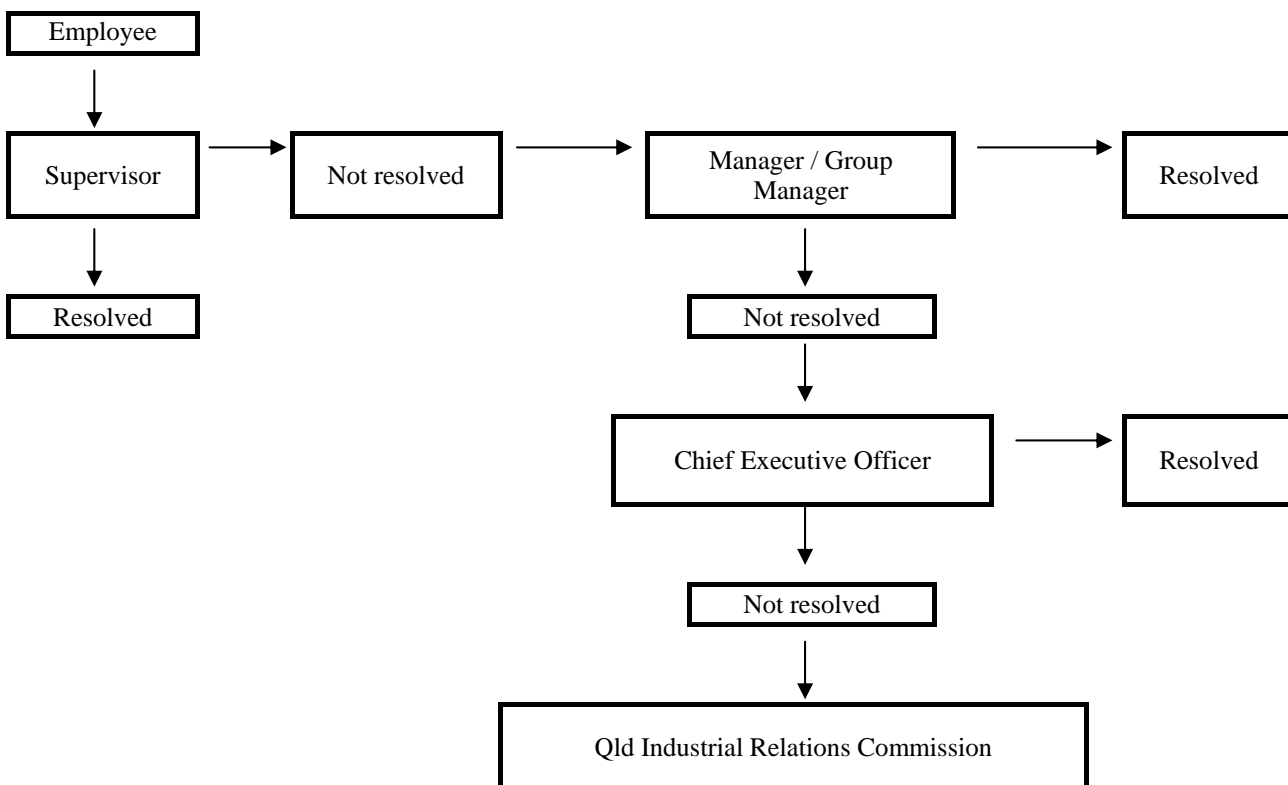
The employer on behalf of the employees shall pay into the approved fund superannuation payments at least at the minimum prescribed by the Local Government Act of 2009.

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

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

APPENDIX A

Bargaining Agreement Dispute Settlement Procedure Flow Chart



This Flow Chart is to be read in conjunction with Clause 12, ‘Dispute Resolution Process’.

APPENDIX B

Policies

All new policies or a review of current policies relating to employer/employee relationship will be taken to the JCC for consultation and agreement. The following policies will be taken to the JCC for consultation and agreement within the first 12 months of the agreement.

- Unpaid leave
- Disaster leave
- Long service leave
- Long term sick leave
- Emergency workers leave

Where these matters have been addressed in the 2008 EBA, they will continue to be enforced until replaced by a policy agreed to by the JCC.

Council also agrees to increase the basic boot allowance for field staff with the purchase of approved safety boots, from \$100 to \$120.

APPENDIX C

Schedule of Wages

Local Government Employees (Excluding Brisbane City Council) Award State - 2003

LEVEL	WEEKLY - CURRENT	January 2012	July 2012	January 2013	January 2014
		2.00%	2.00%	4.00%	4.00%
1	\$792.40	\$808.25	\$824.41	\$857.39	\$891.68
2	\$804.90	\$821.00	\$837.42	\$870.92	\$905.75
3	\$817.80	\$834.16	\$850.84	\$884.87	\$920.27
4	\$830.80	\$847.42	\$864.37	\$898.94	\$934.90
5	\$846.20	\$863.12	\$880.39	\$915.60	\$952.23
6	\$872.20	\$889.64	\$907.44	\$943.73	\$981.48
7	\$898.00	\$915.96	\$934.28	\$971.65	\$1,010.52
8	\$921.40	\$939.83	\$958.63	\$996.97	\$1,036.85
9	\$947.20	\$966.14	\$985.47	\$1,024.88	\$1,065.88

Building Trades Public Sector Award – State 2012

LEVEL	WEEKLY - CURRENT	January 2012	July 2012	January 2013	January 2014
		2.00%	2.00%	4.00%	4.00%
BT1	\$846.20	\$863.12	\$880.39	\$915.60	\$952.23
BT2	\$872.20	\$889.64	\$907.44	\$943.73	\$981.48
BT3	\$897.90	\$915.86	\$934.17	\$971.54	\$1,010.40

Engineering Award – State 2002

LEVEL	WEEKLY - CURRENT	January 2012	July 2012	January 2013	January 2014
		2.00%	2.00%	4.00%	4.00%
C10	\$ 846.20	\$863.12	\$880.39	\$ 915.60	\$ 952.23
C9	\$ 872.20	\$889.64	\$907.44	\$ 943.73	\$ 981.48

C8	\$ 897.90	\$915.86	\$934.17	\$ 971.54	\$1,010.40
C7	\$ 921.40	\$939.83	\$958.63	\$ 996.97	\$1,036.85
C6	\$ 973.20	\$992.66	\$1,012.52	\$1,053.02	\$1,095.14
C5	\$ 998.30	\$1,018.27	\$1,038.63	\$1,080.18	\$1,123.39
C4	\$1,024.90	\$1,045.40	\$1,066.31	\$1,108.96	\$1,153.32

Hospitality

LEVEL	WEEKLY - CURRENT	January 2012	July 2012	January 2013	January 2014
		2.00%	2.00%	4.00%	4.00%
1	\$ 752.30	\$767.35	\$782.69	\$814.00	\$846.56
2	\$ 782.40	\$798.05	\$814.01	\$846.57	\$880.43
3	\$ 804.50	\$820.59	\$837.00	\$870.48	\$905.30
4	\$ 846.20	\$863.12	\$880.39	\$915.60	\$952.23
5	\$ 897.90	\$915.86	\$934.17	\$971.54	\$1,010.40
6	\$ 921.40	\$939.83	\$958.63	\$996.97	\$1,036.85

Children's Services Award – State 2012

LEVEL	WEEKLY - CURRENT	January 2012	July 2012	January 2013	January 2014
		2.00%	2.00%	4.00%	4.00%
C/Care Assist Unqal Yr1	\$670.30	\$683.71	\$697.38	\$725.28	\$754.29
C/Care Assist Unqal Yr2	\$693.60	\$707.47	\$721.62	\$750.49	\$780.50
C/Care Assist Unqal Yr3	\$717.60	\$731.95	\$746.59	\$776.45	\$807.51
C/Care Assist 1YrQ Yr1	\$760.20	\$775.41	\$790.91	\$822.55	\$855.45
C/Care Assist 1YrQ Yr2	\$776.20	\$791.72	\$807.56	\$839.86	\$873.45
C/Care Assist 1YrQ Yr3	\$792.20	\$808.05	\$824.21	\$857.17	\$891.46
Group Leader 1YrQ Yr1	\$829.40	\$845.99	\$862.91	\$897.42	\$933.32
Group Leader 1YrQ Yr2	\$842.80	\$859.65	\$876.85	\$911.92	\$948.40
Group Leader 1YrQ Yr3	\$856.10	\$873.22	\$890.68	\$926.31	\$963.36
Group Leader 2YrQ Yr1	\$898.70	\$916.67	\$935.01	\$972.41	\$1,011.30
Group Leader 2YrQ Yr2	\$912.00	\$930.24	\$948.84	\$986.80	\$1,026.27
Group Leader 2YrQ Yr3	\$925.30	\$943.81	\$962.68	\$1,001.19	\$1,041.24
Group Leader 3YrQ Yr1	\$925.30	\$943.81	\$962.68	\$1,001.19	\$1,041.24
Group Leader 3YrQ Yr2	\$925.30	\$943.81	\$962.68	\$1,001.19	\$1,041.24
Asst Director 2YrQ Yr1	\$935.90	\$954.62	\$973.71	\$1,012.66	\$1,053.16
Asst Director 2YrQ Yr2	\$946.60	\$965.53	\$984.84	\$1,024.24	\$1,065.20
Asst Director 2YrQ Yr3	\$957.20	\$976.34	\$995.87	\$1,035.71	\$1,077.14
Asst Director 3YrQ Yr1	\$967.90	\$987.26	\$1,007.00	\$1,047.29	\$1,089.18
Asst Director 3YrQ Yr2	\$978.50	\$998.07	\$1,018.03	\$1,058.75	\$1,101.10
Director 2YrQ Yr1	\$1,021.10	\$1,041.52	\$1,062.35	\$1,104.85	\$1,149.04
Director 2YrQ Yr2	\$1,034.50	\$1,055.19	\$1,076.29	\$1,119.35	\$1,164.12
Director 2YrQ Yr3	\$1,053.10	\$1,074.16	\$1,095.65	\$1,139.47	\$1,185.05
Director 2YrQ Yr4	\$1,069.10	\$1,090.48	\$1,112.29	\$1,156.78	\$1,203.05
Director 3YrQ Yr1	\$1,053.10	\$1,074.16	\$1,095.65	\$1,139.47	\$1,185.05
Director 3YrQ Yr2	\$1,069.10	\$1,090.48	\$1,112.29	\$1,156.78	\$1,203.05

Director 3YrQ Yr3	\$1,087.70	\$1,109.45	\$1,131.64	\$1,176.91	\$1,223.99
Director 3YrQ Yr4	\$1,106.30	\$1,128.43	\$1,151.00	\$1,197.04	\$1,244.92
Director 3YrQ Yr5	\$1,125.50	\$1,148.01	\$1,170.97	\$1,217.81	\$1,266.52
Director 3YrQ Yr6	\$1,143.60	\$1,166.47	\$1,189.80	\$1,237.39	\$1,286.89
Director 3YrQ Yr7	\$1,156.90	\$1,180.04	\$1,203.64	\$1,251.78	\$1,301.85
Director 3YrQ Yr8	\$1,170.30	\$1,193.71	\$1,217.58	\$1,266.28	\$1,316.94
Director 3YrQ Yr9	\$1,180.90	\$1,204.52	\$1,228.61	\$1,277.75	\$1,328.86

These rates are calculated by taking the current rate and adding an additional 4% to that rate over the period of a 38-hour week.

Calculation for weekend cleaning rates

Hourly rate for *level 5 of the Local Government Employees (Excluding Brisbane City Council) Award State = \$22.27

Time and a half = \$33.41

Double time = \$44.54

Saturdays – 6hrs work = 3hr @ time and a half (3 x \$33.41=\$100.23) + 3hrs double time (3 x \$44.54=\$133.62) = \$233.85 + Meal Allowance \$7.90 + Toilet Cleaning Allowance \$15.00 = \$256.75 or on average \$42.79 per hour

Sundays – 4 hrs work = 4 @ double time (4 x \$44.54=\$) = \$178.16 + Meal Allowance \$7.90 + Toilet Cleaning Allowance \$15.00 = \$201.06 or on average \$50.27 per hour

Rates will increase annually and be recalculated using increased allowance rates, as they are made available.

The level 5 rate was determined for reasons of parity so employees from different levels will all earn the same amount for the weekend work.

Chief Executive Officer (or delegate) sign below

Signed for and on behalf of **Lockyer Valley Regional Council**..... Ian Flint
 In the presence of C. Natalier

Signed for and on behalf of the Automotive, Metals, Engineering,
 Printing and Kindred Industries Industrial Union of Employees, Queensland Rohan Webb
 In the presence of:..... Ann-Marie Allan

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:..... Alexandra Shannon

Signed for and on behalf of the Federated Engine Drivers’ and Firemens’
 Association of Queensland, Union of Employees Michael Ravbar
 In the presence of:..... Alexandra Shannon

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Peter Simpson
 In the presence of:..... Pat Rogers

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland Gary Bullock
 In the presence of:..... Melanie Little

Signed for and on behalf of the Transport Workers’ Union of Employees
 (Queensland Branch) Peter Biagini
 In the presence of:..... Adam Carter