

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Goondiwindi Regional Council Certified Agreement Number 1 - Indoor 2012

Matter No. CA/2012/66

Commissioner Thompson

23 August 2012

CERTIFICATE

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

Goondiwindi Regional Council Certified Agreement Number 1 - Indoor 2012 – CA/2012/66.

Made between:

Goondiwindi Regional Council

AND

Queensland Services, Industrial Union of Employees; and
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

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

This agreement replaces Goondiwindi Regional Council Certified Agreement Number 1 - 2009 (CA/2009/45).

By the Commission.

Commissioner Thompson

PART 1 - TITLE

1.1 TITLE

This Certified Agreement shall be known as Goondiwindi Regional Council Certified Agreement Number 1 – INDOOR 2012.

1.2 ARRANGEMENT

PART 1 - TITLE	1
1.1 TITLE.....	2
1.2 ARRANGEMENT	2
1.3 DATE AND PERIOD OF OPERATION.....	4
1.4 DEFINITIONS.....	4
1.4.1 Award.....	4
1.4.2 Best Practice.....	4
1.4.3 Productivity.....	4
1.4.4 Multi-Skilling.....	4
1.4.5 Parties Bound	4
1.5 APPLICATION.....	4
1.6 RELATIONSHIP TO PARENT AWARD	5
1.7 SINGLE BARGAINING UNIT	5
1.8 CONSULTATION AND COMMUNICATION OBLIGATIONS WITH ENTERPRISE BARGAININGTEAM (EBT)	5
1.9 RENEGOTIATION.....	5
1.10 NO EXTRA CLAIMS.....	5
PART 2 - OBJECTIVES AND EMPLOYMENT CONDITIONS.....	5
2.1 OBJECTIVES TO THE AGREEMENT	5
2.2 DISPUTE SETTLEMENT PROCEDURES.....	6
2.3 EMPLOYMENT SECURITY	6
2.4 REDUNDANCY PROVISION	7
PART 3 – WAGE INCREASES AND ALLOWANCES	8
3.1 WAGE INCREASES.....	8
3.1.4 Schedule of Wages.....	8
3.2 ALLOWANCES	8
3.2.1 Poison Sprays.....	8
3.2.2 Tool Allowances.....	8
3.2.3 Employees Supplying Dogs.....	9
3.2.4 Toilet Cleaning.....	9
3.2.5 On Call Allowance.....	9
3.2.6 Camping Allowance	9
3.2.7 Construction, Re-construction, Alteration, Repair and/or Maintenance Work.....	9
3.2.8 Travel Time.....	9
3.2.9 Higher Duties	9
3.2.10 Availability Allowance (Officers covered by the Local Government Officers Award).....	9
3.3 SAFETY CLOTHING / UNIFORMS	10
3.3.1 Safety Boots.....	10
3.3.2 Wide Brimmed Hat.....	10
3.3.3 Water Bottles	10
3.3.4 Winter Jacket	10
3.3.5 Shirts.....	10
3.3.6 Overalls.....	10
3.3.7 Uniform Allowance.....	10
PART 4 – LEAVE PROVISIONS AND TRANSFER PROVISIONS	11
4.1 ANNUAL LEAVE	11
4.2 SICK LEAVE.....	11
4.3 SICK LEAVE INCENTIVE PAYMENTS.....	11

4.4	LONG SERVICE LEAVE	11
4.5	PERSONAL LEAVE	12
4.6	BEREAVEMENT LEAVE.....	12
4.7	NATURAL DISASTER LEAVE	13
4.8	STUDY LEAVE	13
4.9	SALARY SACRIFICE	13
4.10	INCOME MAINTENANCE WITH EBA WAGE INCREASES, AS A MINIMUM, FOR THE TERM OF THE AGREEMENT IF REDEPLOYED TO A LOWER CLASSIFICATION LEVEL	14
4.11	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	14
4.12	NO FORCED RELOCATIONS	14
4.13	RELOCATION EXPENSES.....	14
4.14	TRANSFERS.....	14
4.15	TRANSFER EXPENSES.....	15
4.16	TRANSMISSION OF BUSINESS	15
4.17	PAYMENT OF WAGES	15
4.18	PAYROLL DEDUCTIONS	16
4.19	WORKER’S COMPENSATION INSURANCE.....	16
PART 5 – HOURS OF WORK.....		16
5.1	HOURS OF WORK.....	16
5.1.1	<i>Work Cycles</i>	16
5.1.2	<i>Span of Hours</i>	16
5.2	ROSTERED DAYS OFF (RDO)	16
PART 6 – OTHER PROVISIONS		17
6.1	MATERNITY LEAVE	17
6.2	IMMUNISATION.....	17
6.3	TOIL.....	17
6.4	MEAL BREAKS	17
6.5	CALL OUTS.....	18
6.6	WET WEATHER.....	18
6.7	MULTI-SKILLING	18
6.8	REST PAUSE.....	19
6.9	TIME SHEETS.....	19
6.10	SUPPLY OF ENERGY DRINKS.....	19
6.11	POSITIVE EMPLOYMENT RELATIONS	19
6.11.1	<i>New Employees</i>	19
6.11.2	<i>Workplace Delegates</i>	19
6.11.3	<i>Facilities and Conditions</i>	20
6.11.4	<i>Meeting Notices and Newsletters</i>	20
PART 6 – SIGNATORIES		20
APPENDIX A		21

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 (3) years.

1.4 DEFINITIONS

1.4.1 Award

The award as set out in Clause 1.4.5.

1.4.2 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.

1.4.3 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; and
- An agreed combination of the above.

1.4.4 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.

1.4.5 Parties Bound

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

- (a) Queensland Services, Industrial Union of Employees ABN 13 540 483 194.
- (b) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees ABN 99 589 872 974.

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

- (a) Queensland Local Government Officers Award - 1998

1.5 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 award.

1.6 RELATIONSHIP TO PARENT AWARD

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

1.7 SINGLE BARGAINING UNIT

1.7.1 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.

1.7.2 The SBU representatives and Council management representatives will form the membership of the Enterprise Bargaining Team (EBT) which has negotiated this agreement and will monitor and implement this agreement.

1.8 CONSULTATION AND COMMUNICATION OBLIGATIONS WITH ENTERPRISE BARGAININGTEAM (EBT)

1.8.1 To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the EBT will continue and be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.

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

1.8.3 It is agreed that the EBT 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 EBT will meet by mutual agreement as required.

1.9 RENEGOTATION

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.

1.10 NO EXTRA CLAIMS

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

PART 2 - OBJECTIVES AND EMPLOYMENT CONDITIONS

2.1 OBJECTIVES TO THE AGREEMENT

- 2.1.1** The Parties to this agreement recognise that the agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the workplace by:-
- (a) Providing a system for ongoing productivity improvement through organisational flexibility, work practices and management systems to meet local needs;
 - (b) Improving the quality of customer service to our community and to become increasingly customer focused and committed to continuous improvement;
 - (c) Engendering confidence in the Council as a fair and equitable employer and providing a stimulating, satisfying and participative work environment for all staff; and
 - (d) Providing an opportunity for the achievement of increased skills through improved and structured training programs.

2.2 DISPUTE SETTLEMENT PROCEDURES

- 2.2.1** 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.
- 2.2.2** 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.
- 2.2.3** 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.
- 2.2.4** Should the grievance remain unresolved, the matter should then be referred to Council's Chief Executive Officer and an authorised officer of the relevant Union who will attempt to facilitate a resolution.
- 2.2.5** If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved arbitration.
- 2.2.6** 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.
- 2.2.7** 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.
- 2.2.8** 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.

2.3 EMPLOYMENT SECURITY

- 2.3.1** 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 optimizing 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 on labour requirements;
- (d) Using natural attrition, redeployment and retraining after consultation in preference to forced retrenchment or redundancy; and
- (e) The Council continuing to manage its workforce in order to minimize the need for involuntary labour reductions in the future.

2.3.2 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.

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

- (a) Measures to increase the security of employee's employment;
- (b) 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.
- (c) Should it be necessary to reduce employee numbers and where there is more than one employee in the position that will be made redundant, voluntary redundancies will be called for in the first instance.
- (d) There will be no forced redundancies without prior consultation with the employee and the Union (where requested). If during the consultation process there is a dispute between the Council and the employee and/or the Union, either party may refer the matter to the Queensland Industrial Relations Commission prior to any decision being made by the Council.

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

2.4 REDUNDANCY PROVISION

2.4.1 The Parties agree that the process referred to above will be fully exhausted before any forced redundancy is implemented.

2.4.2 When a position is made redundant the following scale of severance payment shall apply in respect of continuous service.

- a. At Council's discretion, it may elect to pay out the relevant notice period rather than requiring the employee to work out the notice.
- b. Severance pay shall be two (2) weeks for each year of continuous service with a maximum period of 52 weeks to apply. No employee will receive less than the severance provision under the QIRC Termination and Change and Redundancy policy.

- c. No severance pay shall be payable to this provision where the employee has been redeployed into another suitable position.

PART 3 – WAGE INCREASES AND ALLOWANCES

3.1 WAGE INCREASES

- 3.1.1 Goondiwindi Regional Council agrees to pay employees a wage increase of 3.8% or \$35 per week, whichever is greater, effective from the date of certification of this agreement.
- 3.1.2 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 3.8% or \$35 per week, whichever is greater.
- 3.1.3 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 3.8% or \$35 per week, whichever is greater.

3.1.4 *Schedule of Wages*

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

3.2 ALLOWANCES

3.2.1 *Poison Sprays*

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

Year 1	\$15.60
Year 2	\$16.15
Year 3	\$16.80

3.2.2 *Tool Allowances*

- (a) Tradespersons shall be paid a 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.
- (c) The allowance shall be:-

Year 1	\$25.95
Year 2	\$26.95
Year 3	\$27.95

3.2.3 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 as follows:-

Year 1 \$10.40 per week for the first dog and \$5.20 per week for the second dog

Year 2 \$10.75 per week for the first dog and \$5.40 per week for the second dog

Year 3 \$11.15 per week for the first dog and \$5.60 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.

3.2.4 Toilet Cleaning

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

3.2.5 On Call Allowance

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

3.2.6 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 \$40, Year 2 \$45, Year 3 \$50. The increase shall apply from the same date as the wage increases.

3.2.7 Construction, Re-construction, Alteration, Repair and/or Maintenance Work

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

3.2.8 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.

3.2.9 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.

3.2.10 Availability Allowance (Officers covered by the Local Government Officers Award)

Officers who are covered by the Local Government Officers Award who are required to be on standby shall be paid an availability allowance of Year 1 \$104 per week, Year 2 \$108 per week and Year 3 \$112 per week.

3.3 SAFETY CLOTHING / UNIFORMS

3.3.1 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 up to Year 1 \$135, Year 2 \$140 and Year 3 \$145 provided that the boots conform to the relevant Australian Standard.

3.3.2 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 up to Year 1 \$93, Year 2 \$97 Year 3 \$100 provided that the hat conforms to the relevant Australian Standard.

3.3.3 Water Bottles

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

3.3.4 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.

3.3.5 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.

3.3.6 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.

3.3.7 Uniform Allowance

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

- (a) 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

\$430

Second year of the agreement	\$440
Third year of the agreement	\$450

The increase in the uniform allowance shall apply from the same date as the wage increases.

- (b) This allowance is not cumulative.
- (c) Employees provided with the corporate clothing are required to wear the corporate clothing on all occasions during work periods.

PART 4 – LEAVE PROVISIONS AND TRANSFER PROVISIONS

4.1 ANNUAL LEAVE

4.1.1 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.

4.2 SICK LEAVE

There is to be no maximum accumulation of sick leave. All other sick leave provisions of the relevant award will continue to apply.

4.3 SICK LEAVE INCENTIVE PAYMENTS

4.3.1 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.

4.3.2 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 referred to in clause 4.3.1.

4.4 LONG SERVICE LEAVE

4.4.1 It is agreed between the Parties that:-

- (a) All staff shall be eligible for Long Service Leave after 10 years of service in Queensland Local Government.
- (b) Accrual shall be at 1.3 weeks per full time equivalent year of service.

- (c) 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 of service.
- (d) 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. The payment of the leave shall not affect the accrued amount. This will remain as available unpaid leave.

4.5 PERSONAL LEAVE

4.5.1 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).

4.5.2 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:-
 - a member of the employee's immediate family; or
 - a member of the employee's household.

4.6 BEREAVEMENT LEAVE

4.6.1 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

4.6.2 Where the leave is granted to those persons listed below and over and above those mentioned in the relevant Local Government Award 1998, such leave shall be deducted from sick leave credits.

Wife	De Facto Partner	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	

4.7 NATURAL DISASTER LEAVE

4.7.1 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).

4.7.2 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.

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

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

4.8 STUDY LEAVE

Council will afford to 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.

4.9 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.

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

4.10.1 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, or
- 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, or
- three years from the date of the redeployment.

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

4.11 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 for the period of the maintenance determined by clause 4.10.1.

4.12 NO FORCED RELOCATIONS

4.12.1 Council agrees not to force any employee to relocate for the duration of this agreement.

4.12.2 Relocate shall mean "Where an employee is required, as a result of a restructure to establish a new place of residence, in order to continue to undertake the relevant duties and responsibilities."

4.13 RELOCATION EXPENSES

4.13.1 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.

4.14 TRANSFERS

4.14.1 Transfers can only occur where a person can reasonably travel to and from home on a daily basis to the new work location and this does not cause undue hardship to the employee.

- 4.14.2** Transfers and travelling expenses will be paid to the transferred employee in accordance with the existing industrial instruments or the provisions prescribed in 4.14.4, whichever is the greatest. This provision does not apply where an employee is on contract or where a motor vehicle is provided to the employee.
- 4.14.3** Where an employee's work headquarters changes as a result of a forced transfer and the employee is required to travel an excessive distance as a result of that change, the employee shall be entitled to the travel allowance as prescribed in clause 4.4.15.
- 4.14.4** The travelling allowance is payable to compensate the employee for additional distance travelled to and from home from the current workplace or depot and the new workplace or depot. This travel allowance applies to circumstances where the employee's workplace or depot has moved more than five (5) kilometres from their workplace or depot. Such payment will be paid at the employee's ordinary time earnings, when travelling in their own private vehicles. The employee will also be paid a rate per kilometre (in accordance with the rates set by the ATO and amended from time to time) for the distance of any additional kilometres travelled from their existing workplace or depot to the new workplace or depot. This travel allowance does not apply where a motor vehicle is supplied.

4.15 TRANSFER EXPENSES

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.

4.16 TRANSMISSION OF BUSINESS

- 4.16.1** 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:-
- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) 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.
- 4.16.2** In clause 4.16.1, '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.

4.17 PAYMENT OF WAGES

Wages shall be paid fortnightly via electronic funds transfer.

4.18 PAYROLL DEDUCTIONS

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

4.19 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 5 – HOURS OF WORK

5.1 HOURS OF WORK

5.1.1 *Work Cycles*

145 hours within a work cycle not exceeding 28 consecutive days (19 day month where applicable) or 72.5 hours within a work cycle not exceeding 14 consecutive days (9 day fortnight where applicable), 36.25 hours per week on average in line with applicable work cycle, 7.25 hours per day on average in line with applicable work cycle..

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.

5.1.2 *Span of Hours*

- (a) The span of hours shall be 5.30am to 6.30pm.
- (b) 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.
- (c) Agreement to alter these arrangements will not be unreasonably withheld by the Parties.
- (d) 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.

5.2 ROSTERED DAYS OFF (RDO)

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

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

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

5.2.4 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.

- 5.2.5** Rostered Days Off may be used for wet weather subject to the wet weather provisions of this agreement.
- 5.2.6** 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 6 – OTHER PROVISIONS

6.1 MATERNITY LEAVE

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

6.2 IMMUNISATION

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

6.3 TOIL

- 6.3.1** With the approval of their supervisor, employees may elect to have overtime, weekend and public holiday penalties acquitted as TOIL, rather than as payments.
- 6.3.2** 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.
- 6.3.3** Where, due to work requirements, an employee is not able to take TOIL within three months of the end of the employee's work cycle during which such TOIL has accrued, the TOIL shall, by mutual agreement, be taken as leave or paid to the employee at the overtime rate at which it was accrued.

A maximum of 1 week's ordinary time may be accrued in any 3 month cycle.

In all other circumstances, TOIL will be taken as soon as possible at a mutually agreed time, consistent with operational requirements and may be taken in whole days or part thereof.

Supervisors of outside staff

In addition, the following provisions will apply to officers supervising outside staff:

A ceiling of ten (10) days (80 hours) is applied to the accrual of TOIL (including WET TOIL discussed in section 6.6).

Any amount accrued in the 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.

6.4 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.

6.5 CALL OUTS

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

6.6 WET WEATHER

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

6.6.2 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.

6.6.3 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 Bank.

6.6.4 Ordinary Toil and Wet Toil time is banked into a joint bank, and as such are indistinguishable once banked. If and when excess Wet Toil is accumulated in the TOIL Bank, it also will be indistinguishable once banked and will therefore be regarded as Ordinary TOIL.

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.

6.6.5 At the discretion of the Director of Engineering and Planning, 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.

6.6.6 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.

6.7 MULTI-SKILLING

6.7.1 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.

6.7.2 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.

6.8 REST PAUSE

6.8.1 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.

6.8.2 Dependent 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.

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

6.9 TIME SHEETS

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

6.10 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.

6.11 POSITIVE EMPLOYMENT RELATIONS

6.11.1 *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.

6.11.2 *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 a relevant 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 representatives of the Council management for the purpose of resolving issues of concern to union members.

6.11.3 Facilities and Conditions

The following facilities and conditions will be made available to members of the Enterprise Bargaining Team:-

- (a) 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.
- (b) Access to a room with normal office facilities will be provided to discuss employment matters.
- (c) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

6.11.4 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 Jason Patrick Quinnell

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Katherine Nelson
In the presence of: ????????

Signed for and on behalf of The Association of Professional Engineers,
Scientists and Managers, Australia, Queensland Branch, Union of Employees..... M. Rae
In the presence of: David Pullen

Appendix A

FEDERAL					
		CURRENT EBA	Year 1	Year 2	Year 3
LEVEL	LEVEL	ANNUAL RATE			
Level 1	1.1	\$ 43,534.40	\$ 45,354.40	\$ 47,174.40	\$ 48,994.40
	1.2	\$ 44,109.00	\$ 45,929.00	\$ 47,749.00	\$ 49,569.00
	1.3	\$ 45,028.36	\$ 46,848.36	\$ 48,668.36	\$ 50,517.76
	1.4	\$ 45,890.00	\$ 47,710.00	\$ 49,530.00	\$ 51,412.14
	1.5	\$ 46,751.12	\$ 48,571.12	\$ 50,416.82	\$ 52,332.66
	1.6	\$ 47,782.28	\$ 49,602.28	\$ 51,487.17	\$ 53,443.68
Level 2	2.1	\$ 48,409.40	\$ 50,248.96	\$ 52,158.42	\$ 54,140.44
	2.2	\$ 49,308.48	\$ 51,182.20	\$ 53,127.13	\$ 55,145.96
	2.3	\$ 50,253.84	\$ 52,163.49	\$ 54,145.70	\$ 56,203.23
	2.4	\$ 51,222.08	\$ 53,168.52	\$ 55,188.92	\$ 57,286.10
Level 3	3.1	\$ 52,248.04	\$ 54,233.47	\$ 56,294.34	\$ 58,433.52
	3.2	\$ 53,290.64	\$ 55,315.68	\$ 57,417.68	\$ 59,599.55
	3.3	\$ 54,363.92	\$ 56,429.75	\$ 58,574.08	\$ 60,799.89
	3.4	\$ 55,445.52	\$ 57,552.45	\$ 59,739.44	\$ 62,009.54
Level 4	4.1	\$ 56,526.08	\$ 58,674.07	\$ 60,903.69	\$ 63,218.03
	4.2	\$ 57,608.20	\$ 59,797.31	\$ 62,069.61	\$ 64,428.25
	4.3	\$ 58,543.68	\$ 60,768.34	\$ 63,077.54	\$ 65,474.48
	4.4	\$ 59,625.80	\$ 61,891.58	\$ 64,243.46	\$ 66,684.71
Level 5	5.1	\$ 60,706.36	\$ 63,013.20	\$ 65,407.70	\$ 67,893.20
	5.2	\$ 61,641.84	\$ 63,984.23	\$ 66,415.63	\$ 68,939.42
	5.3	\$ 62,723.96	\$ 65,107.47	\$ 67,581.55	\$ 70,149.65
Level 6	6.1	\$ 64,526.31	\$ 66,978.31	\$ 69,523.49	\$ 72,165.38
	6.2	\$ 66,328.60	\$ 68,849.09	\$ 71,465.35	\$ 74,181.04
	6.3	\$ 68,132.48	\$ 70,721.51	\$ 73,408.93	\$ 76,198.47
Level 7	7.1	\$ 69,934.80	\$ 72,592.32	\$ 75,350.83	\$ 78,214.16
	7.2	\$ 71,737.12	\$ 74,463.13	\$ 77,292.73	\$ 80,229.85
	7.3	\$ 73,539.44	\$ 76,333.94	\$ 79,234.63	\$ 82,245.54
Level 8	8.1	\$ 75,702.22	\$ 78,578.90	\$ 81,564.90	\$ 84,664.37
	8.2	\$ 77,865.72	\$ 80,824.62	\$ 83,895.95	\$ 87,084.00
	8.3	\$ 80,029.56	\$ 83,070.68	\$ 86,227.37	\$ 89,504.01
	8.4	\$ 82,059.64	\$ 85,177.91	\$ 88,414.67	\$ 91,774.42
	8.5	\$ 84,090.24	\$ 87,285.67	\$ 90,602.52	\$ 94,045.42

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.