

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 193 – certification of an agreement*

Gympie Regional Council

AND

Queensland Services, Industrial Union of Employees

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,  
Union of Employees

The Australian Workers' Union of Employees, Queensland

Construction, Forestry, Minding & Energy, Industrial Union of Employees, Queensland

United Voice, Industrial Union of Employees, Queensland

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees,  
Queensland

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

(Matter No. CB/2019/16)

**GYMPIE REGIONAL COUNCIL CERTIFIED AGREEMENT 2018**

Certificate of Approval

On 25 March 2019 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Gympie Regional Council Certified Agreement 2018*

**Parties to the**

**Agreement:**

- Gympie Regional Council;
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- United Voice, Industrial union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and

**Amendments:**

Clause 5.1 as agreed by all parties prior to the hearing.

**Operative Date:** 25 March 2019

**Nominal Expiry Date:** 19 December 2021

**Previous Agreements:** *Gympie Regional Council Certified Agreement 2012*

**Termination Date of** 25 March 2019 (Matter No CB/2019/15)

**Previous Agreements:**

## **Gympie Regional Council Certified Agreement 2018**

**Gympie Regional Council**

**ABN No. 91 269 530 353**

**AND**

- **Queensland Services, Industrial Union of Employees (QSU)**
- **The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)**
- **The Australian Workers' Union of Employees, Queensland (AWUEQ)**
- **The Construction, Forestry, Maritime, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)**
- **United Voice, Industrial Union of Employees, Queensland (UVQ)**
- **Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland (AMWU)**
- **Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)**
- **Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (PGEU)**

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## Part 1: Application and operation

### 1. Title

1.1 This Agreement shall be known as the Gympie Regional Council Certified Agreement 2018 (Agreement).

### 2. Parties to agreement

2.1 The parties to this agreement are – Gympie Regional Council (GRC), and the following Unions:

- Queensland Services, Industrial Union of Employees (QSU)
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)
- The Australian Workers' Union of Employees, Queensland (AWUEQ)
- The Construction, Forestry, Maritime, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- United Voice, Industrial Union of Employees, Queensland (UVQ)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU)
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU)

2.2 This agreement will not apply to any employee appointed to a position, pursuant to a written contract of employment, where:

- (a) the contract states that the agreement will not apply to the terms and conditions applicable to the employee; and
- (b) the terms and conditions of the contract did not result, on balance, in a reduction of the overall terms and conditions of employment applicable to the employee under this agreement.

### 3. Definitions and abbreviations

- (a) **Administrative Section** shall mean employees that fall under Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017
- (b) **Awards** shall mean the following parent Awards:
  - Queensland Local Government Industry (Stream A) Award – State 2017
  - Queensland Local Government Industry (Stream B) Award – State 2017
  - Queensland Local Government Industry (Stream C) Award – State 2017
- (c) **Declaration of a disaster situation** shall have the same meaning as that referred to under section 64 of the Disaster Management Act 2003, as varied or replaced from time to time.
- (d) **Engineering Section** shall mean employees that fall under Division 2, Section 2 of the Queensland Local Government Industry (Stream C) Award – State 2017.
- (e) **Field based employees** shall mean employees that are employed in the field for the majority of their working time.
- (f) **Immediate Family** shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, step grandchild or sibling of the employee or spouse of the employee.
- (g) **Manager/Supervisor** in this document refers to the direct report of the employee, regardless of supervisory title.
- (h) **Office based employees** shall mean employees that are employed in an office or indoor environment for the majority of their working time.

- (i) **Operational Services Section** shall mean employees that fall under Division 2, Section 5 of the Queensland Local Government Industry (Stream B) Award – State 2017
- (j) **Queensland Employment Standards (QES)** form minimum standards of employment for employees relating to minimum wage, personal leave, parental leave, long service leave, public holidays, jury service, notice of termination and redundancy pay – modern Awards and certified agreements cannot displace but can supplement or add to in a manner that is no less favourable to an employee.

#### **4. Relationship to parent Awards**

- 4.1 This Agreement will be read and interpreted wholly in conjunction with the terms of the Awards, as varied or replaced from time to time.
- 4.2 Where there is any inconsistency between the expressed terms of this Agreement and the terms of the Awards, this Agreement shall take precedence to the extent of the inconsistency. Where this agreement is silent the provisions of the Awards shall apply.

#### **5. Date and period of operation**

- 5.1 This Agreement shall operate from 25 March 2019 until the 19 December 2021.
- 5.2 The parties undertake to commence discussions in relation to negotiations for a new Agreement six (6) months prior to the expiry date of this Agreement, with the aim to reach an in principle understanding on the content of any future agreement (1) month prior to the expiry date of this agreement.

#### **6. Objectives of the Agreement**

- 6.1 This Agreement facilitates a workplace that provides certainty to GRC and employees while at the same time providing GRC's management and employees with the flexibility to anticipate and react to pressures from the community, business and government sectors.  
Accordingly, this Agreement assists GRC and its employees to maximise efficiency and effectiveness by:
  - (a) providing greater flexibility in workplace practices and facilitating improved efficiency, productivity and quality of services;
  - (b) providing employees with rewards and recognition commensurate with these improvements through improved wages, conditions and employment security linked to the acquisition of new skills, technologies and knowledge;
  - (c) achieving continued productivity and efficiency improvements and establishing performance indicators to ensure the provision of a quality service to the community and GRC's customers;
  - (d) promoting a harmonious and productive work environment through ongoing cooperation and consultation;
  - (e) maintaining a healthy and safe work environment;
  - (f) focusing on competitiveness to ensure GRC maintains a viable, effective and secure workforce; and
  - (g) promoting job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programs in order for employees to achieve these objectives.

#### **7. Posting of Agreement**

- 7.1 A copy of this Agreement and the relevant Awards shall be made available in every work area and depot, both electronically and hard copy (by request).

#### **8. No extra claims**

- 8.1 Subject to the terms of this clause, the parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement and/or Awards read in conjunction with the Agreement during the life of the Agreement.

## **PART 2: Hours of work and flexible working arrangements**

### **9. Arrangement of hours**

#### **9.1 Hours of Duty**

##### **9.1.1 Office Based Employees**

Generally, office based employees will work a nine-day fortnight. Standard hours to be worked by employees working 72.5 hours per fortnight during the nine day working fortnight are as follows or such other times as may be mutually agreed between management and employees from time to time:

8.00 am commence work  
 10 minute morning tea break to be taken as agreed  
 57 minute lunch break taken between 12.00 noon and 2.00pm  
 10 minute afternoon tea break to be taken as agreed  
 5.00 pm finish work

The ordinary hours of duty for employees on this arrangement shall average 36.25 hours per week and shall be in accordance with the ordinary span of hours as found in the Administrative Section of the Award unless varied in accordance with an instrument entered into under the terms of this agreement.

##### **9.1.2 Field Based Employees**

Generally, field based employees will work a nine-day fortnight. Standard hours to be worked by employees working 76 hours per fortnight during the nine day working fortnight are as follows or such other times as may be mutually agreed between management and employees from time to time:

6.30 am commence work  
 20 minute morning tea break to be taken as agreed  
 30 minute lunch break to be taken between 12 noon and 1.00pm, however may be extended to one (1) hour by mutual agreement.  
 3.30 pm finish work, adjusted depending on meal break time.

The additional 30 minutes worked each fortnight will be added to accrued time and used towards Christmas shutdown or other mutually agreed time.

The ordinary hours of duty for employees on this arrangement shall average 38 hours per week and shall be in accordance with the ordinary span of hours as found in the Operational section of the Award unless varied in accordance with an instrument entered into under the terms of this agreement.

##### **9.1.3 Flexibility**

To ensure flexibility in relation to the start and finish times, each branch/work unit is able to set the employee's hours of work, subject to the following:

- (a) to meet the operational requirements of the unit
- (b) to ensure family responsibilities of the affected employees are considered
- (c) All decisions to move the start and finish times will occur by mutual agreement between management and the majority of the affected employee/s concerned and shall be in writing, detailing the new starting time, its date of commencement and the period concerned.

#### **9.2 Part time employment – Office based employees**

Part-time hours may range from one day per week to a maximum of full-time hours. The minimum hours per day are three (3) hours. At the time of engagement or when a full-time employee moves to part-time hours GRC and the employee will agree in writing on an initial systematic pattern of work relevant to the position. The agreed systematic pattern of work will cover:

- (a) Weekly hours;

(b) Daily hours; and

(c) Days on which hours will be worked.

The initial systematic pattern of work may be varied in writing by mutual agreement on a permanent or temporary basis. The initial systematic pattern of work may be varied to cover planned absences, peak periods of business operations or through the availability of an employee to perform additional hours. Where the systematic pattern of work is mutually agreed to be varied to increase the hours of engagement, but the employee still remains on a part-time basis, then these increased hours will be paid at ordinary rates of pay. All hours worked above the revised systematic pattern of work will be paid at overtime rates as per the Award.

Temporary variations to the systematic pattern of work will not exceed more than three (3) months in duration at any one time in most circumstances. The exception to this is when the temporary variation is to cover planned absences and peak periods that are known to be more than three (3) months at the time the variation is agreed to. Variations to the systematic pattern of work not involving additional hours will be by mutual agreement with, as far as practicable, no less than one weeks' notice prior to the commencement of the revised systematic pattern of work.

Where a request is made for an employee to work additional hours, to cover unplanned absences or peak periods/planned absences, with less than one weeks' notice, the additional hours beyond the agreed systematic pattern of work will be paid at overtime rates as per the Award.

A part-time employee will be paid overtime for hours worked as directed or authorised by the manager:

(a) Outside the normal span of hours (6am to 6pm); or

(b) All time worked in excess of the hours mutually agreed in the systematic pattern of work.

Overtime will not be performed without prior approval and agreement. At the employees request TOIL (time off in lieu of overtime) may be used by part-time employees in accordance with Clause 12 of this agreement.

### 9.3 Travel

When an employee is required to travel outside an employee's ordinary hours then that employee is to be paid for this time at the appropriate overtime penalty rates unless previously agreed to store the time as TOIL.

## 10. Days Off

### 10.1 Rostered day off

Each employee working the nine-day fortnight hours provided in clauses 9.1.1 and 9.1.2 shall have one unpaid rostered day off (RDO), for each fortnight of employment.

- (a) Unless otherwise mutually agreed between management and the employee concerned, RDO's shall be taken on a Monday or a Friday.
- (b) Where an RDO falls on a prescribed public holiday an alternative RDO shall be made available, generally on the following work day, unless mutually agreed.
- (c) GRC may request a change to the nominated rostered day off provided that they generally give seven (7) days' notice with a minimum of three (3) working days' notice, or by mutual agreement.
- (d) An employee may request for an RDO to fall on another day, (other than the rostered day) within the given fortnight, and where special circumstances can be demonstrated by the employee, the request will not be unreasonably refused.
- (e) On contract jobs or jobs where progress is critical, RDO's worked should be banked, to be taken after the completion of the project, by mutual agreement and dependent on operational requirements.
- (f) Where GRC requests an employee to work their RDO then payment will be made at overtime rates unless the employee requests otherwise and the variation is mutually agreed.

To be clear, any employee who falls sick on a RDO shall not receive any further day in lieu thereof.

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

By mutual agreement a scheduled RDO will be a:

- (a) Normal unpaid RDO.
- (b) RDO worked and paid at appropriate Award overtime rates.
- (c) RDO worked and banked.

#### 10.2 Banking a rostered day off

With prior manager approval, employees are able to bank up to a maximum of the equivalent of nine (9) days in RDO's (subject to three (3) days being used for Christmas Shutdown). Subject to business needs, approval will not be unreasonably denied.

- (a) Management agrees to keep a record of this information (provided to employees on their payslip) to allow employees to take certain amounts of time off, once RDO's are banked, in order to achieve a work/life balance.
- (b) Any time taken off, from hours accumulated from banked RDO's, will be by mutual agreement between management and the employee concerned.
- (c) A reasonable amount of notice will be put forward by either party to ensure that the operational requirements of GRC can be met; however, requests for time off will not be unreasonably withheld by management.
- (d) Employees may bank more than the maximum nine (9) days of accumulated RDO's subject to approval from management.
- (e) Banked RDO hours that are less than nine (9) days may be paid as requested in writing by the employee and as approved by GRC and will be paid within the next pay period at the appropriate overtime rate as worked.

#### 10.3 RDO'S Reserved for Wet Weather

Where GRC's operations are affected by wet weather:

- (a) GRC may request Field Based Employees to take up to two stored RDOs for wet weather events per calendar year and the request will not be unreasonably refused;
- (b) GRC may only request an employee to use their RDOs during a wet weather event if the employee has available hours in their RDO balance.
- (c) GRC will provide Field Based Employees who are directed to take any RDOs during a wet weather event with additional work to accrue the RDO that they were directed to take.
- (d) Wherever possible wet days are to be used for employee training or other activities.
- (e) Notification of wet weather RDOs will be given to affected employees by the end of the prior working day

### 11. Flexible working arrangements

#### 11.1 Flexibility

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

#### 11.2 Flexible working hours

Subject to clause 11.3, individual employees wishing to work flexible working hours should initially make application through their relevant Director/Manager. This may include, but not be limited to, job sharing, part time study leave arrangements, working from home and flexible work hours.

If approval is not received the applicant is able to request the Chief Executive Officer to review the request and decision made. Subject to GRC being in a position to meet operational requirements, an application should not be unreasonably withheld.

### 11.3 Working from home

Employees may request to work from home. Approval will be subject to the demands of the position, the actual work content, and mutual agreement between the employee and GRC. Consideration is based on the unique circumstances of the employee, their duties and work content and impact on their colleagues and customers.

Work from home is not a right of employment and will be considered subject to its impact on customer service levels, costs, and work health and safety risks. Requests for working from home will be considered in accordance with Chapter 2 Part 3 Division 4 of the Act – Flexible working arrangements which requires GRC approval and a response within 21 days.

Employees who are approved to work from home will be covered by and they will comply with all statutory provisions, such as Work Health and Safety and Workers Compensation, as if they were working from or in GRC premises.

### 11.4 Transition to Retirement

Transition to Retirement may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement.

This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and GRC.

Any such arrangements between GRC and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.

These arrangements may be varied by mutual agreement between the employee and GRC and any agreed amendments documented.

### 11.5 Mid-Career Break

In recognition of an employee's extended service, GRC is committed to assisting its long serving loyal employees. An employee with ten (10) years or greater service may apply to the CEO/Delegate for a mid-career break of not more than 52 weeks, for the purposes of family, study, travel, career growth, etc.

Each claim for a mid-career break shall be considered on its merits, and subject to GRC being in a position to meet operational requirements, an application should not be unreasonably withheld.

Where a mid-career break is approved, the terms of the break should be in writing, stating the length of the break and agreed return date and must guarantee the employee's substantive position and all existing remuneration and employment benefits upon return. Any employee on an approved mid-career break shall not accrue any leave entitlements whilst absent on unpaid leave, however any mid-career break will not constitute a break in the employee's continuous service.

A mid-career break if approved may be either designated as leave without pay or may also incorporate payment of accrued annual or long service leave entitlements.

If an application is not approved GRC will outline the business reasons for this decision in writing and the employee may discuss these with their Team Leader/Manager. If an employee is dissatisfied they have the right of appeal through the Grievance Resolution and Management Procedure.

## 12. Time off in lieu of overtime (TOIL)

### 12.1 Overtime can only be worked with approval by management and is to be paid at the applicable overtime rates, however, where management and the employee agree:

- (a) overtime worked can accrue as TOIL at the rate of time for time and be taken at a later date as TOIL. E.g. three (3) hours overtime accrues as three (3) hours TOIL; and
- (b) the overtime penalty rate does not apply.

- 12.2 TOIL arrangements will be documented on time sheets or the appropriate payroll form for employees that are not required to complete timesheets.
- 12.3 An employee may elect to maintain TOIL accruals up to a maximum of two (2) days.
- 12.4 The taking of TOIL should be agreed in advance between the employee and their Manager. A reasonable amount of notice will be put forward by either party to ensure that the operational requirements of GRC can be met; however, requests for time off will not be unreasonably withheld by management.
- 12.5 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.
- 12.6 Accrued TOIL that is less than two (2) days may be paid as requested in writing by the employee and as approved by GRC and will be paid within the next pay period at the appropriate overtime rate as worked.
- 12.7 This clause shall apply to all employees that fall within the wages schedules defined within this agreement across all Awards.
- 12.8 Management may suggest this arrangement but cannot require employees to take TOIL instead of payment for overtime or other penalties. Employees will continue to receive payment for all penalties if that is their preference.

### **13. Christmas shutdown**

- 13.1 GRC works will shut down and the GRC offices will not be open to the public between Christmas Day and New Year's Day.
- 13.2 Employees who do not work over this period may take the days from their accrued leave or accumulated time / RDOs.

## **PART 3: Wages and classifications**

### **14. Remuneration**

- 14.1 The following wage increases will be paid throughout the life of the Agreement:
  - (a) From the 19 December 2018, employees will receive a wage increase of 2.85% or \$35.00 per week or Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index figures (Brisbane all groups) for the preceding year ending the March quarter (whichever is the greater),
  - (b) From the commencement of the first pay period in December 2019, employees will receive a wage increase of 2.75% or \$35.00 per week or Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index figures (Brisbane all groups), for the preceding year ending the March quarter (whichever is the greater),
  - (c) From the commencement of the first pay period in December 2020, employees will receive a wage increase of 2.75% or \$35.00 per week or Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index figures (Brisbane all groups), for the preceding year ending the March quarter (whichever is the greater),
- 14.2 A wages schedule is attached at Appendix 1 (subject to CPI variance).

### **15. Classification / Reclassification**

- 15.1 The parties agree that the provisions contained within the Administrative section of the Award, in relation to Classification/Reclassification shall apply equally to all employees, subject to the following additions:
  - (a) A Position Description shall be designed for every position and verified by the individual occupant of the position and the Director or delegated Manager.

- (b) Copies of the current Position Description shall be in the possession of the incumbent employee and the Manager People and Organisational Development.
- (c) The Position Description shall be reviewed annually in the employee appraisal process and, in the event of any significant changes becoming necessary to the Position Description the classification of the position shall be reviewed in accordance with GRC's position classification review procedures.
- (d) Applications for reclassification of positions will generally be considered on an annual basis in line with the employee appraisal process.
- (e) Where the employee, or GRC, assesses that the position has undergone a significant change (such as substantial change or restructuring of the position) an application can be made to request reclassification of the position.
- (f) A reclassification may be granted where the duties, responsibilities and/or skills required to perform the role have increased, require greater complexity or have significantly changed.
- (g) A response to a request for reclassification shall be provided to the employee within eight (8) weeks unless otherwise agreed.
- (h) If an employee disputes any determination made by GRC in respect of a reclassification request, that dispute shall be dealt with in accordance with clause 46 of this agreement.

## **16. Superannuation**

- 16.1 In addition to the superannuation benefit available to all eligible employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 2009* and other relevant legislation, GRC will pay a further 1% increase for the life of this agreement.

## **17. Automatic progression**

- 17.1 Any office based employee classified at Level 1 who has successfully completed six (6) years of service with GRC at Level 1 will automatically progress to Level 2. All normal increments will be available to the officer from level 2.1 to Level 2.4.
- 17.2 The entry level classification for full time, permanent employees under the Operational Services section of the Award will be Level 3.

## **18. Mixed functions**

- 18.1 Employees engaged under the Operational Services section and who perform a duty under this Section of the Award on a regular basis that is of a higher classification rate, shall be reclassified to the higher classification, where:
  - (a) the regular basis is defined as working greater than fifty percent (50%) of their working time in the previous 12 months at the higher rate, and;
  - (b) the higher rate is not due to a formal GRC secondment, temporary project work or for higher duties due to filling in for extended leave periods
- 18.2 This does not prevent Operational services section employees from requesting a reclassification in accordance with clause 15 or GRC from reclassifying an employee at any time.

## **19. Higher duties**

- 19.1 Subject to prior written approval by a Director/Manager, all employees engaged under this agreement and;
  - (a) primarily engaged on duties of a higher level for a total of more than 4 hours on any day shall be paid the rate applicable to such higher level for the entire day, or;
  - (b) primarily engaged on duties of a higher level for periods of 4 hours or less on any day shall be paid the rate applicable to such higher level for 4 hours.

**PART 4: Allowances**

**20. Allowances – Engineering Award**

- 20.1 The rates of pay contained within this agreement for employees employed under the Engineering Section of the Award are inclusive of the Tool and Construction allowance in lieu of all disability related allowances, with the following exceptions:
- Early Start Allowance (penalty)
  - Leading Hand Allowance
  - Meal Penalty
  - On-Call Allowance
  - Shift Allowance
  - First Aid Allowance
  - Travel Allowance
  - Work in the Rain Penalty
  - Live Sewer Work Allowance
- 20.2 Allowances paid to employees covered by this Agreement shall increase in accordance with clause 27.1 of this Agreement.

**21. On-Call**

- 21.1 GRC may require an employee to be available to perform emergency work either remotely or through attendance at a GRC work-site outside of his/her normal working hours.
- (a) Employees required to remain On-Call must be able to be contacted, in a fit state to perform the work and be able to respond within a reasonable period of time;
  - (b) An employee shall not be considered to be On-Call due solely to a customary arrangement whereby the employee returns to GRC's premises outside ordinary hours to perform a specific job;
  - (c) An employee must be directed to be On-Call, having provision of the electronic means for contact or to perform the work remotely does not justify entitlement to this allowance
  - (d) Any employee subject to this clause who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowances provided for in this clause
  - (e) On-Call employees will be provided appropriate resources to undertake their duties. Assignment of employees to On-Call duties will be undertaken having due regard to principles of reasonable direction, employee well-being, and equitable distribution of On-Call duties.
  - (f) Any On-Call arrangements will be on a roster system so as to provide the employee with details of On-Call arrangements.

**22. On-Call Allowance**

- 22.1 Where GRC requires the employee to be On-Call and be readily available and accessible (both physically and/or by telecommunications as appropriate) to perform emergency work, an allowance at the rate of \$25.00 per day Monday to Saturday and \$41.00 per day on each public holiday the employee is on-call shall be paid.
- 22.2 The on call allowance for Sundays shall be paid in accordance with the Operational services section of the Award.
- 22.3 When an employee is required to be On-Call on any gazetted public holiday, an employee shall have one day added to the employee's annual leave balance for each public holiday on which the employee is required to remain On-Call.

**23. Remote on call**

- 23.1 Employees receiving the on-call allowance may be required to respond to emergency after-hours calls for assistance via telephone or electronic device (and not required to personally attend on site to a call-out).

- 23.2 Subject to the following conditions emergency work performed from home shall be paid at double time from the time the work commences until the time the work is completed:
- (a) Work commences when work is initiated, for example, if a call is taken and logged, then the commencement time is when you start making the call or logging on to the computer.
  - (b) This provision does not apply to Executive Officers.
- 23.3 The total of the payment received in these circumstances shall not be less than one hour at double time rates.
- (a) All attendance(s) and work carried out or commencing within the minimum call out period is covered by that call out payment.
  - (b) Any further call outs commencing outside of the minimum call out period will attract an additional minimum payment.

#### **24. Call out**

- 24.1 Any other call-out while on stand-by will be paid in accordance with the relevant Award, subject to the following conditions:
- (a) If an employee is required to travel to a work place to perform the necessary emergency work, the employee will be paid at the prescribed overtime rates for that day, from the time of leaving home to commence work until the employee returns home.
  - (b) All attendance(s) and work carried out or commencing within any minimum call out period is covered by that call out payment.
  - (c) Any further call outs commencing outside of a minimum call out period will attract an additional minimum payment. If an Award is silent regarding a minimum call out period, then the minimum call-out period of two (2) hours will apply.

#### **25. Meal Allowance**

- 25.1 The parties agree that employees who work so much overtime as would entitle them to receive the meal allowance, will receive a payment of \$17.07 or an adequate meal at GRC's expense in lieu of the rate specified in the Award.

#### **26. Leading Hand Allowance**

- 26.1 The parties agree that the payment for fulltime employees that are carrying out work as leading hands that would entitle them to receive the Leading Hand Allowance, will receive a payment of \$51.21 per week, regardless of the number of employees they are directed to supervise in lieu of the rate specified in the Award.
- 26.2 The payment for part time, casual or authorised short term relief employees who are carrying out work that would entitle them to receive the Leading Hand allowance will be \$11.38 per day.
- (a) Authorised short term relief will not exceed a period of 5 working days

#### **27. Allowance Increases**

- 27.1 Relevant allowances contained within the Parent Awards listed in Clause 3 of this Agreement and including those allowances referred to within this Agreement, will be adjusted throughout the life of this Agreement in line with percentage increases in accordance with CPI detailed in Clause 55 of this Agreement.
- 27.2 Allowance increases are to continue beyond the term of this agreement if the agreement expires due to legislative constraints or delays in the negotiation process.

**PART 5: Leave****28. Annual leave**

- 28.1 The parties agree that annual leave may be taken wholly or partly in advance on a pro rata accrual basis before the employee has become entitled to annual leave.
- 28.2 An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.
- 28.3 Annual leave entitlements shall be recorded and provided to employees on their payslip.

**29. Personal leave**

- 29.1 Subject to clause 30 and clause 31, Personal leave is provided for in the QES and covers:
- (a) sick leave;
  - (b) carer's leave;
  - (c) bereavement and compassionate leave; and
  - (d) cultural leave.

**30. Sick leave**

- 30.1 The parties agree that sick leave entitlements should be standardised across all Awards covering all GRC employees. To this end the following conditions shall be applied:
- (a) Full time employees working 72.5 hours per fortnight are entitled to 108.75 hours' sick leave per year of service.
  - (b) Full time employees working 76 hours per fortnight are entitled to 114 hours' sick leave per year of service.
  - (c) Part-time employees are entitled to personal leave on a pro-rata basis of full-time employees undertaking the same type of work.
- 30.2 Sick leave taken is to be deducted as per the relevant Award, i.e. the normal hours that would have been worked.
- 30.3 Where an employee is terminated due to their death and they have completed a minimum employment period of five (5) years of service with GRC, provision will be made to payout 100% of accumulated sick leave entitlements.
- 30.4 Subject to clause 30.5, where an employee was employed by GRC prior to the certification of this agreement and either had accrued or subsequently accrues five years' service from the date of their employment with GRC, they are entitled to payout of:
- (a) 25% of their accrued sick leave entitlements where their employment is terminated other than by reason of misconduct.
  - (b) Employees may elect to transfer the full amount of sick leave, or be paid out for 25% of their accrued sick leave, and transfer 25% less sick leave if transferring to another Local Government.
- Clause 30.4 regarding the provision of payout of sick leave is to be kept in future GRC certified agreements until it no longer applies to current GRC employees.
- 30.5 Payout of sick leave entitlements will not be available to employees terminated in accordance with approved disciplinary procedures.
- 30.6 Accrual of sick leave entitlements for the purpose of Clause 30.4 is deemed to have commenced as follows:
- (a) For those employees employed by the former Cooloola Shire Council from the date of employment with either Cooloola Shire Council or the predecessor Councils of Cooloola Shire Council.
  - (b) For those employees employed by the former Kilkivan Shire Council, from the date of employment with Kilkivan Shire Council.

- (c) For those employees employed by the former Tiaro Shire Council, from the date of employment with Tiaro Shire Council.
  - (d) For all other employees, from 15 March 2008 or the date of employment with GRC, whichever is the latter.
- 30.7 Where an employee is affected by illness or injury while on long service leave or annual leave, they may apply to debit their sick leave accrual and credit their long service leave or annual leave accrual accordingly, provided that:
- (a) the employee provides a certificate signed by a medical practitioner certifying that the employee was incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five working days

### **31. Bereavement leave**

- 31.1 Bereavement leave entitlements shall be in accordance with the Queensland Employment Standards, subject to the following amendments:
- 31.2 In addition to their personal leave entitlements, permanent employees are entitled to:
- (a) three (3) days paid bereavement leave on the death of a member of the person's Immediate Family or household; and
  - (b) access to personal leave entitlements for any reasonable additional time required.

### **32. Domestic and family violence leave**

- 32.1 In accordance with the conditions outlined in the Queensland Employment Standards, Part 3 Division 7 of the Act, employees are entitled to Domestic and family violence leave as follows:
- (a) an employee other than a casual employee is entitled to ten (10) paid days of domestic and family violence leave each year
  - (b) a long term casual employee is entitled to ten (10) unpaid days of domestic and family violence leave each year
  - (c) a short term casual employee is entitled to two (2) unpaid days of domestic and family violence leave each year
- 32.2 This leave is separate to other leave accruals, is able to be taken in part days and does not accumulate from year to year. Employees are also able to access other leave types for periods related to Domestic or Family Violence.
- 32.3 An employee may use Personal leave (Carers leave) to care for or support a person who has experienced domestic violence.
- 32.4 While notice is not strictly required prior to taking the leave, an employee should notify GRC (their manager or the HR manager) as soon as reasonably practicable of their intention to take or remain on domestic and family violence leave or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer, or a statutory declaration. GRC will not disclose such evidence unless disclosure is required or permitted under an Act.
- 32.5 Additional information, support and processes for an employee affected by Domestic and Family Violence are outlined in GRC's Domestic and Family Violence Support guidelines.

### **33. Long service leave**

- 33.1 The Parties agree that Long Service Leave Entitlements provided by the Administrative Section of the Award are to be applied equally to all employees of GRC from 15 March 2008, but is not to apply retrospectively to entitlements for service before that time.
- 33.2 Additionally, the parties agree that following the first seven (7) years of service, all employees of GRC are entitled to take the accruing Long Service Leave on an annual pro-rata basis.

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

**34. Leave at half pay**

34.1 Employees may apply to access Annual Leave and Long Service Leave on half pay. This may only be accessed for minimum periods of 2 continuous weeks for each period of leave at half pay. Each application will be assessed on an individual basis and approval is at the Chief Executive Officer's discretion.

**35. Military service leave**

35.1 Subject to clause 35.2, where:

- (a) an employee attends camps, courses or schools of Her Majesty's Naval, Military or Air Forces on military service leave; and
- (b) the Service Pay received by such employee is less than the employee's ordinary hourly rate of remuneration as an employee of GRC,

GRC will pay the employee the amount of the difference between the employee's Service Pay and the employee's ordinary remuneration.

35.2 An employee will only be entitled to the leave and Service Pay as provided for in clause 35.1 where they have provided GRC with at least four weeks' notice of any proposed service leave.

**36. Parental leave**

36.1 All parental leave entitlements will be in accordance with the full provisions of the Queensland Employment Standards, subject to the following:

36.2 Parental leave

For the purposes of this clause, 'parental leave' is defined as one (1) continuous period of leave during which the employee is the primary carer in relation to the birth, adoption or surrogacy of their child.

- (a) Employees (other than casual employees) with more than twelve (12) months service with GRC will be entitled to paid parental leave of eight (8) weeks at their ordinary rate of pay or sixteen (16) weeks at half pay. Provided however that part-time employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked.
- (b) The period of paid parental leave provided for in clauses 36.2 is deemed to form part of the fifty-two (52) weeks, or part thereof, of unpaid long parental leave as specified in the QES.
- (c) The period of paid parental leave is payable once only in connection with each birth or adoption of a child/children to an employee of GRC.
- (d) Employees may use any accrued annual, TOIL, RDO and long service leave during a period of Parental Leave that would otherwise be unpaid.

36.3 Parental leave (Non-Birth Partner)

For the purposes of this clause, 'non-birth partner' can include an adoptive parent, non-birth parent in a same-sex relationship, husband or defacto partner.

- (a) Employees (excluding casual employees) with twelve (12) months continuous service with GRC shall be entitled to two (2) weeks paid short parental leave at their ordinary rate of pay or four (4) weeks at half pay. Provided however that part-time employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked.
- (b) The period of paid parental leave (non-birth partner) provided for in clause 36.3 is deemed to form part of the eight (8) weeks, or part thereof, of unpaid short parental leave as specified in the QES.
- (c) The period of paid parental leave is payable once only in connection with each birth or adoption of a child/children to an employee of GRC.
- (d) Employees may use any accrued annual, TOIL, RDO and long service leave during a period of Parental Leave that would otherwise be unpaid.

### **37. Absenteeism management**

- 37.1 Both parties recognize that absenteeism constitutes a significant industrial relations issue and cost overhead, and will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes. If the results of a Director's/General Manager's/Manager's attendance investigation show unsatisfactory attendance and reasons for absence, then the following actions should be taken:
- (a) Formally notify the employee of a forthcoming interview between the responsible employee or their nominated delegate, in the presence of their supervisor and notify the employee they may have a Union representative present if that employee so requests.
  - (b) If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee shall be entitled to have access to their employee file.
  - (c) If the unsatisfactory attendance continues the Manager has the discretion to require the employee to provide:
    - a medical certificate or evidence from a suitably qualified medical practitioner for each occasion that sick leave is claimed.
    - details from their medical practitioner outlining the employee's continuing fitness for work.
- 37.2 The results of the above information should be recorded for future reference. Such information shall remain confidential between GRC and the employee concerned and union officials if appropriate, unless required by law.
- 37.3 Nothing in this clause limits GRC's capacity to take disciplinary action against an employee where GRC is satisfied that the employee has engaged in misconduct.

### **38. Workers compensation**

- 38.1 Employees on Workers Compensation can apply in writing to the Chief Executive Officer to request access to accrued sick leave entitlements to "top up" Workers Compensation payments which have reduced in line with statutory requirements. The outcome is to be at the Chief Executive Officers discretion.

### **39. Natural disaster leave**

- 39.1 Upon the declaration of a disaster situation, special natural disaster leave is available to employees under the following conditions and/or circumstances:
- (a) Where due to such disaster an employee is prevented from travelling from their place of residence to their usual place of employment on account that it would threaten the safety of the employee if they were to attempt to attend for work by either their usual, or some other reasonably available means of transport; and
  - (b) It is not reasonable for the employee to attend for duty at another GRC depot or office; and
  - (c) They have advised, or as soon as reasonably practicable, have advised their supervisor of the circumstances; or
  - (d) Where the employee has a genuine domestic necessity that requires them to either remain at or return to their home; to prepare, protect or remove belongings, etc. from a personal dwelling or place of residence that may reasonably be affected by the disaster; or to another residence or premises to protect the safety of the employee's immediate family on account of such disaster; or
  - (e) Where the employee must leave work early due to the likelihood that their normal mode of transport from work will likely be discontinued due to such disaster; or
  - (f) To make or organise temporary repairs, or to clean up, etc. the employee's personal property/dwelling that has been directly damaged as a result of such disaster; and
  - (g) They have advised, or as soon as reasonably practicable have advised, their supervisor of the circumstances.
- 39.2 An employee whose circumstances are defined by this clause shall be allowed up to five (5) days paid special natural disaster leave per calendar year (non-cumulative), with access to a maximum of 3 days leave per declared disaster situation.

- 39.3 Special natural disaster leave may be claimed retrospectively once a disaster has been declared.
- 39.4 Special natural disaster leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible employees.
- 39.5 Additional paid special natural disaster leave  
GRC may consider additional paid special natural disaster leave beyond the scope of this clause under exceptional circumstances. Approval of such 'additional leave' is subject to the discretion and approval of the CEO and will be considered on a case by case basis.

#### **40. Emergency Services leave**

- 40.1 Employees who are members of voluntary emergency services and who due to a natural disaster attend to the community shall upon request be granted unpaid leave subject to the discretion of the CEO. Granting of such leave will be dependent on the operational capacity of GRC to grant such leave, however shall not be unreasonably withheld.

### **PART 6: Workplace security**

#### **41. Employment security**

- 41.1 GRC recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that GRC must operate within the community expectations as determined by their elected councillors, State laws, available funds and budgeted priorities, and the terms of this Agreement. The parties agree that the best way to secure employment in GRC is for managers and employees to deliver the services and infrastructure required by the community and other levels of government as efficiently and effectively as possible.
- 41.2 The parties agree the use of indirect employment arrangements such as contractors, labour hire agencies and casual labour, are not the preferred method of delivery of services and would only be used in circumstances such as:
- (a) If there are no other suitably qualified employees available in the short term.
  - (b) If there is a bona fide emergency or urgent work requirement.
  - (c) If the skills required cannot be obtained internally in the short term.
  - (d) Managing peaks in the workload.
- 41.3 GRC may use contractors where the work volume is beyond the capacity of GRC and only when all employees, plant and material resources have been considered. Contractors may also be used where the type of work or specialization required is beyond the capacity of GRC resources or existing employees.
- 41.4 Any use of sub-contractors is to be on the understanding that there is to be no loss of employment opportunities for existing permanent employees.
- 41.5 Where contractors are engaged to carry out work that would be covered by this agreement they will be required to acknowledge, prior to engagement, that they will comply with the relevant Award provisions applying to any employee engaged on such works.

#### **42. Conversion of casual or fixed term employees**

- 42.1 A casual employee working on a systematic and regular basis for a minimum period of twelve (12) months may apply in writing to convert their casual employment status to permanent full-time or part-time depending on the average hours worked over the preceding twelve (12) months.
- 42.2 A fixed term employee working on a systematic and regular basis for a period of twelve (12) months may apply to convert their fixed term employment status to permanent full-time or part-time depending on the average hours worked over the preceding twelve (12) months.
- 42.3 In making a determination GRC will take into consideration the following factors:

- (a) business needs specific to work areas;
- (b) regularity of hours and length of employment;
- (c) likelihood of ongoing funding available for the position; and
- (d) legislative requirements pertinent to particular business areas.

42.4 Conversion would not occur if the fixed-term appointment was in relation to specific projects or due to relieving employees on leave for a specific period of time where there is a defined end date.

### **43. Shared services**

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

43.2 While it is not currently GRC's intention to engage in any shared resource, joint enterprise or shared service company arrangements, GRC reserves the right to make a determination regarding such arrangements. In the event that GRC does determine to engage in such an arrangement the notification and consultation processes set out in Clause 44 – Organisation/Workplace Change Consultation Process will occur following such decision and prior to any implementation of such arrangements.

## **PART 7: Workplace change**

### **44. Organisation / Workplace change consultation process**

#### **44.1 Duty to notify**

Where GRC has embarked on the process to make a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, GRC shall notify the employees who may be affected by the proposed changes and their relevant Union.

In this clause, a major change is likely to have a significant effect on employees if it is likely to result in:

- (a) the termination of the employment of employees; or
- (b) a major change to the composition, operation or size of the GRC's workforce or the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) an alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

#### **44.2 Duty to consult over change**

Where GRC has embarked on the process to make a definite decision, GRC shall discuss with the employees affected and their relevant Union, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the relevant Union or Unions in relation to the changes.

The discussions shall commence as early as practicable.

For the purposes of such discussion, GRC shall provide in writing to the employees concerned and, where relevant, their Union or Unions all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that GRC shall not be required to disclose confidential information, the disclosure of which would be inimical to GRC's interests.

During this period, GRC will assess whether there will be redundancies, and if so, any redeployment options as a result of the workplace change.

#### **45. Joint consultative committee**

- 45.1 In order to facilitate ongoing harmonious industrial relations the parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of employees, Union officials and/or delegates and management nominees in accordance with the terms of reference developed and agreed to by the JCC.
- 45.2 The purpose of the Joint Consultative Committee is to encourage positive relations between GRC, employees and Unions, and to act as the primary consultation and industrial relations forum between management and Unions.
- 45.3 The membership of the JCC will be by mutual agreement between GRC, employees, and Unions, and it will include any non-Union affiliated employees that are elected by fellow employees to represent their interests on the JCC,
- 45.4 The group shall meet on an "as needs" basis but not less than three (3) times per year to consider all industrial relations matters including, but not limited to:
- (a) workplace issues that have the potential to impact on employees, including work units, divisions or the entire organisation, e.g. workloads; and,
  - (b) monitor and review implementation of this Agreement; and,
  - (c) undertake specific responsibilities and activities in accordance with this Agreement; and,
  - (d) any other matter raised by Union or management which impacts on the workforce.

#### **46. Prevention and settlement of grievances and disputes**

- 46.1 This term applies to a dispute regarding:
- (a) a matter arising under this Agreement; or
  - (b) the QES.

- 46.2 The following procedures shall be applied:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance or dispute. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1, or be represented by such employee's representative during the course of Stage 2. If the grievance is with the immediate supervisor the employee shall inform their supervisor's supervisor.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the aggrieved employee may submit the matter in writing to the CEO if such employee wishes to pursue the matter further. If desired by either party, the matter may also be notified to the relevant union

- 46.3 GRC shall ensure that:
- (a) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (b) the grievance shall be investigated in a thorough, fair and impartial manner.
  - (c) the above process shall take place within 10 working days unless otherwise agreed.

- 46.4 GRC may appoint another person to investigate the grievance or dispute. GRC may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- 46.5 If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. GRC shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- 46.6 If, after the above steps, the matter remains unresolved, the dispute may be referred by either party to the Commission for conciliation and if it remains unresolved either party may utilise the Commission's arbitration provisions, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.
- 46.7 Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.
- 46.8 Whilst the dispute procedure is being followed, the continuation of work and customary work practices (status quo) shall prevail until such time as a settlement is reached, except where a bona fide Work Health and Safety issue is involved. Where a bona fide Work Health and Safety issue is involved, an employee must comply with any reasonable directive given by her/his manager to perform appropriate alternative work, either at the same or another workplace whilst a resolution to the dispute is pending. An employee shall not work in an unsafe environment.
- 46.9 Nothing contained in this procedure shall prevent unions or GRC from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.
- 46.10 The above procedures do not restrict GRC or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.
- 46.11 For all other disputes not falling under the QES or this Agreement please refer to GRC's policies and procedures.

#### **47. Redundancy**

- 47.1 The parties agree that, for the life of this agreement, the following redundancy provisions will apply:
- (a) Notice in accordance with the relevant Award.
  - (b) Two (2) weeks (2.5 weeks for employees over 50 years of age) pay for each year of service or part thereof.
  - (c) All relevant accrued entitlements as at the date of termination.
  - (d) A thirteen (13) week incentive payment if an offer of redundancy is accepted within two (2) weeks of it being offered.
  - (e) Time off for job search.
  - (f) \$350 Financial Planning costs.
  - (g) The above conditions apply regardless of whether the employee obtains employment external to GRC within the Notice period. If the employee terminates their employment during the notice period, they will not be entitled to payment instead of notice.

#### **48. Redeployment and retraining**

- 48.1 Where employee positions are declared redundant, GRC shall endeavour to find suitable alternative employment within GRC for all such employees. All such employees shall be individually interviewed to determine what options may exist for potential redeployment and retraining with GRC.
- 48.2 Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, and the employee agrees to accept such redeployment, the employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer.

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

**49. Relocation – Goomeri depot**

49.1 The parties agree that from 28 February 2014, employees based at the Goomeri Depot will, with the exception of the town maintenance officer, start and finish at the Kilkivan Depot.

**50. Fixed work locations and travelling allowance compensation**

50.1 When a fixed work location is established, and a transferred employee is required to travel an extra distance of 10 km or more in excess of the previous travelling distance from their place of residence to their previous workplace location, the excess mileage difference in traveling expenses will be paid to the transferred employee in accordance with ATO guidelines for a period of 12 months from the date of the relocation.

50.2 Clause 50.1 does not apply if the employee requests the location change.

50.3 An employee may only be transferred to another location once during the life of this agreement unless an employee requests and GRC agrees to another change.

**51. Transmission of business**

51.1 The parties agree that the transmission of business provisions provided by Division 1 of each Award, are to be applied to all employees of GRC with the following addition:

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

**PART 8: Workplace practices**

**52. Positive employment relations**

GRC acknowledges employee's rights to join and maintain financial membership of an organisation that has the right to represent their industrial interests.

GRC also acknowledges that an employee who is eligible to become a member of an industrial association, may become or remain a member of the association without fear of discrimination.

GRC acknowledges that Union industrial officers, employee delegates and employee representatives have a continuing role to play in the improvement of the workplace. GRC will not hinder accredited Union delegates in the reasonable and responsible performances of their duties.

Union delegates will have access to GRC email system, telephones, printers and photocopiers in accordance with GRC Policies, Code of Conduct and guidelines that can be considered to be reasonable and cost effective to GRC.

Accredited delegates shall have access to GRC communication systems to communicate with employees.

Where information is to be disseminated to all employees, or to a group of employees that may include non-union members, the message must be approved by the Chief Executive Officer before dissemination. Such approval shall not be unreasonably withheld. When approved by the Chief Executive Officer, GRC's email system may be used.

Information that is more specific and generally intended only for union members does not need approval by the Chief Executive Officer before dissemination. Such information may be put by delegates on notice boards. GRC's email system may be used for circulating messages in these instances, on a selective basis to union members only.

During the induction process new employees will be provided with:

- (a) Details of the relevant union/s workplace delegates, as provided by union/s
- (b) Allocated time for the employee to meet with relevant union/s workplace delegates, at their discretion.

#### 52.1 Payroll Deduction of Union subscriptions.

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

#### 52.2 Right of Entry and Access for Union Officials

The parties agree that the provisions contained within Division 1 of the Queensland Local Government Industry (Stream A) Award – State 2017 in relation to Right of Entry for Union Officials shall apply equally to all Unions party to this agreement.

#### 52.3 Trade Union Training Leave

The parties agree that the provisions contained within the Operational Services section of the Award in relation to Trade Union Training Leave shall apply equally to all employees providing that:

- (a) the employee must have at least 6 months uninterrupted service with GRC prior to such leave being granted
- (b) Clause 52.3 shall not apply to a Section of an Award if there are less than 5 full-time employees covered by that Section.

### 53. Employee development

In order to increase the long term sustainability, efficiency, and competitiveness of GRC, a strong and sustained commitment to training and skill development is required on both an individual and GRC wide basis.

Accordingly, the parties commit themselves to optimizing the capability, performance and career development options for employees.

#### 53.1 Training

Each permanent employee will have access to learning and development opportunities, as well as on and off the job training, which will match the current operational and skill requirements of GRC.

#### 53.2 Career development

All employees agree to undertake an annual performance appraisal which will include an individual development plan for each employee. This plan will seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing GRC with a highly skilled workforce, armed with the necessary skills to meet the future service and operational requirements.

The individual development plan will consist of a set of prioritised learning opportunities which should be reviewed annually and will be based both upon the following:

- (a) Individual employees desired GRC career path
- (b) The current and future skill requirements of GRC;
- (c) The size, structure and nature of the long term strategic operational plans of GRC;
- (d) The need to develop vocational skills relevant to GRC long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers

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

### 53.3 Study Assistance

Study Assistance support for GRC employees will align to the relevant GRC Study Assistance Procedure as amended or varied from time to time.

### 53.4 Technology Competency

Mutual cooperation between employees and GRC to undertake technology competency training in preparation for future work practices involving new technologies.

### 53.5 Recruitment and Selection

The parties acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation.

GRC is committed to upskilling current employees by providing secondment and developmental opportunities where possible.

Where GRC considers there to be a sufficient suitably qualified applicant pool internally, it will:

- (a) Call positions internally in the first instance; and
- (b) Make all meaningful attempts to advertise positions on notice boards and electronically.

Where GRC considers that there is an insufficient suitably qualified applicant pool internally, it will:

- (a) Call positions simultaneously internally and externally.

Recruitment and selection processes for vacant positions will be carried out with adherence to merit based principles. Any internal applications for any positions advertised simultaneously will be considered first.

### 53.6 Secondments

Secondments are placements whereby an employee is placed temporarily in a position at the same or higher level and that the employee meets the requirements of the position.

- (a) The purpose of the secondment is to enable the employee to develop new or enhance their existing competencies, or enable GRC to utilise an employee's unique knowledge and skills. Secondments will take place by mutual agreement between the employee and GRC and details shall be documented in a written agreement between the employee, GRC and the organisation sponsoring the secondment.
- (b) A secondment shall not exceed a twelve (12) month period. GRC may consider a period longer than twelve (12) months if special circumstances exist. Approval of any period longer than twelve (12) months is subject to the discretion and approval of the CEO and will be considered on a case by case basis.
- (c) A secondment may be to an internal position or to an external organisation and any secondment to an external organisation shall be treated as leave without pay and will not constitute a break in service for the purposes of calculating long service leave.
- (d) On completion of a secondment, the permanent employee will return to their substantive position.

## 54. Employment of trainees and apprentices

### 54.1 GRC will continue to offer traineeships and apprenticeships, and is committed to the following principles:

- (a) exploring ways to maximise training opportunities for young people to enter GRC's workforce;
- (b) pursue partnering opportunities with other organisations and group schemes; and
- (c) implementing employment arrangements and conditions which facilitate the achievement of these objectives.

### 54.2 Wage progression arrangements will be paid in accordance with the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 (as amended or varied from time to time).

**PART 9: Workplace benefits****55. Work clothing**

55.1 GRC will commit to providing the following work clothing:

Field based employees

- (a) Upon commencement, full time field employees, will be issued with a five (5) day supply of PPE work wear, plus, as required, jackets, hats and belts, etc.
- (b) Work boots will be reimbursed up to \$180.00 per annum or as required (incl. GST).
- (c) Where GRC cannot supply or source the correct fit for trousers, GRC will reimburse employees for trousers at a cost of up to \$100 per pair as required due to fair wear and tear. This reimbursement will be made upon receipt of proof of purchase.
- (d) All PPE provided to employees will be replaced on a fair wear tear basis subject to the damaged item being handed in to GRC's stores.

Office based employees

- (a) For office based employees an annual allocation of \$438.80 per employee.
- (b) For newly appointed employees \$609.30 in their first year of service and an adjusted pro rata amount for the remainder of the financial year in their second year of service.

55.2 Set values and allocations will be per financial year. Values will be adjusted annually by the Consumer Price Index (CPI) derived from the Australian Bureau of Statistics (ABS) series of Consumer Price Index (CPI) figures for the preceding year ending March quarter

55.3 Allocations for other than full-time permanent employees will be in accordance with GRC's Uniform and Personal Appearance Guidelines.

**56. Workplace health and welfare (vaccinations)**

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

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

**57. Salary sacrifice**

57.1 All permanent / maximum term full-time or part-time employees may elect, with GRC agreement in writing, to salary sacrifice part (or the total) of their remuneration in return for other benefits, such as additional employee superannuation contributions, etc.

57.2 The provision of such opportunities shall be subject to legal limitations imposed by Federal and State legislation.

57.3 Any Fringe Benefit Tax attracted by the salary sacrifice must be paid by the employee and shall not result in an increase to the total remuneration package.

57.4 While not a necessity, GRC strongly recommends employees take financial advice prior to entering into any such arrangements from a qualified financial or taxation advisor.

57.5 The earnings base for calculating the employee's entitlements such as overtime, and employer superannuation contributions will not be affected by any salary sacrifice arrangements the employee enters into with GRC.

**PART 10: Signatories**

Signed for and on behalf of  
Gympie Regional Council:

..... Bernard Smith

Dated 06 / 03 / 2019

In the presence of:

..... Belynda Howard

Signed for and on behalf of  
Queensland Services, Industrial  
Union of Employees (QSU):

..... Neil Henderson

Dated 28 / 02 / 2019

In the presence of:

..... Michelle Robertson

Signed for and on behalf of  
The Association of Professional  
Engineers, Scientists and Managers,  
Australia, Queensland Branch,  
Union of Employees (**APESMA**):

..... Adam Kerslake

Dated 26 / 02 / 2019

In the presence of:

..... Rachel Limpus

Signed for and on behalf of  
The Australian Workers'  
Union of Employees,  
Queensland (AWU):

..... Stephen Baker

Dated 28 / 02 / 2019

In the presence of:

..... Samantha Stokes

Signed for and on behalf of  
The Construction, Forestry,  
Maritime, Mining & Energy,  
Industrial Union of Employees,  
Queensland (CFMEU):

..... Michael Ravbar

Dated 06 / 03 / 2019

In the presence of:

..... Brendan Murphy

Signed for and on behalf of  
United Voice, Industrial Union  
of Employees, Queensland  
Branch (**UVQ**):

..... Sharron Caddie

Dated 01 / 03 / 2019

In the presence of:

..... Evanna Beljak

Signed for and on behalf of  
Automotive, Metals,  
Engineering, Printing  
and Kindred Industries,  
Industrial Union of Employees,  
Queensland (AMWU):

..... Rohan Webb

Dated 22 / 02 / 2019

In the presence of:

..... Elizabeth Barlow

Signed for and on behalf of  
Transport Workers' Union  
of Australia, Union of  
Employees  
(Queensland Branch) (TWU):

..... Peter Biagini

Dated 25 / 02 / 2019

In the presence of:

..... Lee Norris

Signed for and on behalf of  
Plumbers and Gasfitters  
Employees' Union Queensland,  
Union of Employees (**PGEU**):

..... Gary O'Halloran

Dated 28 / 02 / 2019

In the presence of:

..... Shari Charrington

**PART 11: APPENDIX 1 – Schedule of Wages****(Subject to CPI Variance)****1.1 Administrative Section, Division 2, Section 1 of Queensland Local Government Industry (Stream A) Award – State 2017**

Levels & Increments		Effective 19 December 2018		
		19 Dec 2018	Dec 2019	Dec 2020
		Weekly	Weekly	Weekly
Level 1	1.1	\$1,053.47	\$1,088.47	\$1,123.47
	1.2	\$1,067.52	\$1,102.52	\$1,137.52
	1.3	\$1,091.11	\$1,126.11	\$1,161.11
	1.4	\$1,114.08	\$1,149.08	\$1,184.08
	1.5	\$1,137.15	\$1,172.15	\$1,207.15
	1.6	\$1,157.08	\$1,192.08	\$1,227.08
Level 2	2.1	\$1,180.15	\$1,215.15	\$1,250.15
	2.2	\$1,204.07	\$1,239.07	\$1,274.07
	2.3	\$1,227.91	\$1,262.91	\$1,297.91
	2.4	\$1,252.20	\$1,287.20	\$1,322.60
Level 3	3.1	\$1,277.22	\$1,312.35	\$1,348.44
	3.2	\$1,303.29	\$1,339.14	\$1,375.96
	3.3	\$1,329.81	\$1,366.38	\$1,403.95
	3.4	\$1,356.09	\$1,393.38	\$1,431.70
Level 4	4.1	\$1,382.49	\$1,420.51	\$1,459.57
	4.2	\$1,408.88	\$1,447.62	\$1,487.43
	4.3	\$1,437.07	\$1,476.59	\$1,517.20
	4.4	\$1,468.78	\$1,509.17	\$1,550.67
Level 5	5.1	\$1,500.48	\$1,541.74	\$1,584.14
	5.2	\$1,532.91	\$1,575.06	\$1,618.38
	5.3	\$1,565.79	\$1,608.85	\$1,653.09
Level 6	6.1	\$1,620.86	\$1,665.44	\$1,711.24
	6.2	\$1,675.95	\$1,722.04	\$1,769.40
	6.3	\$1,731.02	\$1,778.62	\$1,827.53
Level 7	7.1	\$1,785.98	\$1,835.09	\$1,885.56
	7.2	\$1,840.93	\$1,891.56	\$1,943.58
	7.3	\$1,896.03	\$1,948.17	\$2,001.74
Level 8	8.1	\$1,962.05	\$2,016.01	\$2,071.45
	8.2	\$2,028.11	\$2,083.88	\$2,141.19
	8.3	\$2,094.14	\$2,151.73	\$2,210.90
	8.4	\$2,156.10	\$2,215.39	\$2,276.31
	8.5	\$2,218.64	\$2,279.65	\$2,342.34
	8.6	\$2,256.26	\$2,318.31	\$2,382.06

**1.2 Operational Services Section, Division 2, Section 5 of Queensland Local Government Industry (Stream B) Award – State 2017**

Levels & Increments	Effective 19 December 2018		
	19 Dec 2018	Dec 2019	Dec 2020
	Weekly	Weekly	Weekly
Level 1	\$1,013.29	\$1,048.29	\$1,083.29
Level 2	\$1,040.88	\$1,075.88	\$1,110.88
Level 3	\$1,055.25	\$1,090.25	\$1,125.25
Level 4	\$1,070.31	\$1,105.31	\$1,140.31
Level 5	\$1,088.90	\$1,123.90	\$1,158.90
Level 6	\$1,121.38	\$1,156.38	\$1,191.38
Level 7	\$1,153.71	\$1,188.71	\$1,223.71
Level 8	\$1,183.08	\$1,218.08	\$1,253.08
Level 9	\$1,204.52	\$1,239.52	\$1,274.52

**1.3 Engineering Services Section, Division 2, Section 2 of Queensland Local Government Industry (Stream C) Award – State 2017**

Levels & Increments	Effective 19 December 2018		
	19 Dec 2018	Dec 2019	Dec 2020
	Weekly	Weekly	Weekly
C7	\$1,336.24	\$1,372.98	\$1,410.74
C8	\$1,228.07	\$1,263.07	\$1,298.07
C9	\$1,195.82	\$1,230.82	\$1,265.82
C10	\$1,165.37	\$1,200.37	\$1,235.37

**1.4 Building Trades Services Section, Division 2, Section 1 of Queensland Local Government Industry (Stream C) Award – State 2017**

Levels & Increments	Effective 19 December 2018		
	19 Dec 2018	Dec 2019	Dec 2020
	Weekly	Weekly	Weekly
BT 1	\$1,053.20	\$1,088.20	\$1,123.20
BT 2	\$1,121.38	\$1,156.38	\$1,191.38
BT 3	\$1,153.71	\$1,188.71	\$1,223.71

**1.5 Hospitality Services Section, Division 2, Section 4 of Queensland Local Government Industry (Stream B) Award – State 2017**

Levels & Increments	Effective 19 December 2018		
	19 Dec 2018	Dec 2019	Dec 2020
	Weekly	Weekly	Weekly
HW 1	\$819.50	\$854.50	\$889.50
HW 2	\$843.00	\$878.00	\$913.00
HW 3	\$866.00	\$901.00	\$936.00
HW 4	\$899.00	\$934.00	\$969.00
HW 5	\$948.00	\$983.00	\$1,018.00
HW 6	\$972.00	\$1,007.00	\$1,042.00