

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Belyando Shire Council Certified Agreement 2005

Matter No. CA/2006/17

Commissioner Thompson

08 March 2006

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 03 February 2006 the Commission certifies the following written agreement:

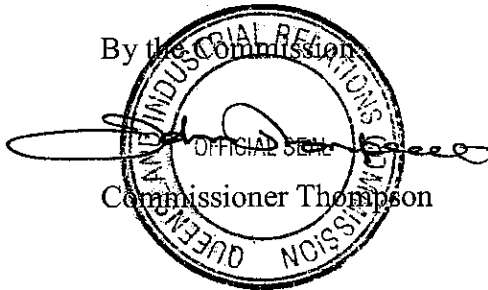
Belyando Shire Council Certified Agreement 2005 – CA/2006/17

Made between:

Local Government Association of Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees; and
The Australian Workers' Union of Employees, Queensland
Belyando Shire Council

The agreement was certified by the Commission on 03 February 2006 and shall operate from 03 February 2006 until its nominal expiry on 3 February 2009.

By the Commission



Commissioner Thompson

1. **TITLE**

This Agreement shall be known as the Belyando Shire Council Certified Agreement 2005.

2. **ARRANGEMENT**

1. Title
2. Arrangement
3. Definitions / Glossary of Terms
4. Relationship to Parent Award
5. Parties Bound
6. Application
7. Date and Period of Operation
8. Grievance/Dispute Settlement Procedure
9. Single Bargaining Unit
10. Enterprise Bargaining Team
11. No Extra Claims
12. Consultative Committee
13. Wage Increases
14. Wet Weather
15. Training
16. Long Service Leave
17. Sick Leave
18. Annual Leave
19. Camp Allowance
20. Redundancy Provisions
21. Construction Allowance
22. Additional Clermont Allowance
23. Higher Duties
24. Measures to achieve gains in Productivity and Efficiency
25. Absenteeism
26. Uniform Clothing
27. Salary Sacrificing
28. Quality Assurance and best practices

3. **DEFINITIONS / GLOSSARY OF TERMS**

The following generic definitions apply in this Agreement:

Award: The Awards as set out in Clause 4.

Consultative Committee: The Committee established for the purpose of joint consultation between management, employees and workforce delegates. The Consultative Committee meets regularly to advise on matters relating to improving the efficiency, productivity and competitiveness of the enterprise. State Union Officials may attend meetings of the Consultative Committee if requested by workforce union delegates.

Single Bargaining Unit: Means representatives of each of the Unions having award coverage within the Council elected from and by members of each Union.

Enterprise Bargaining Team: Nominees from the Single Bargaining Unit together with the representatives of management.

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

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

- * the provision of the same level and quality of services at a lesser input;
- * the provision of a greater level of customer service at the same or lesser input;
- * the development of a capacity to provide increased services in those work units where growth is occurring;
- * updated technology;
- * an agreed combination of the above.

4. RELATIONSHIP TO PARENT AWARDS

(a) This Agreement shall be read and interpreted wholly in conjunction with the following Awards existing as at July 1st 2005:

- 1) Local Government Employees' (excluding Brisbane City Council) Award - State
- 2) Building Trades Public Sector Award - State
- 3) Engineering Award - State

Provided that where there is an inconsistency between any of the above parent Awards (and any related agreements), and a provision of this Agreement that provides a higher standard, the latter shall prevail to the extent of the inconsistency.

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

5. PARTIES BOUND

The Parties to this Agreement shall be:

- 1) Belyando Shire Council and the
- 2) AWU - The Australian Workers' Union of Employees, Queensland
- 3) CFMEU - The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; and the Federated Engine Drivers' and Fireman's Association of Australasia Queensland Branch Union of Employees (FEDFA);
- 4) TWU - Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
- 5) ALHMWU - ~~Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.~~ *delete.*

6. **APPLICATION**

The Agreement shall apply to the Council, the above named Unions and their members or persons eligible to be their members employed by the Council under any of the relevant Awards.

7. **DATE AND PERIOD OF OPERATION**

This Agreement shall operate on and from the date of Certification by the Industrial Relations Commission, and shall remain in force for a period of three years from date of certification.

8. **GRIEVANCE SETTLEMENT PROCEDURE**

In the event of any disagreement between the Parties as to the interpretation or implementation of this Agreement, the relevant award procedure will be followed.

- (i) In the first instance the matter to be discussed between employee and supervisor;
- (ii) If unresolved, the matter to be discussed with the employee/s concerned and where relevant, an accredited Union Delegate or Representative;
- (iii) If the matter is then not resolved, it shall be referred where relevant, by the Union Delegate, Representative or Union Official to the appropriate management;
- (iv) If the matter still remains unresolved, it shall be referred where relevant, to the Secretary of the Union and/or its nominee and the Chief Executive Officer or Council Representative for discussion and appropriate action.
- (v) If unresolved the matter may then be referred by either party to the Industrial Relations Commission. The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary.

Except where a bona fide health and safety issue is involved, the Parties shall ensure the continuation of work and customary work practices.

Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept reassignment to alternative suitable work/work environment in the meantime.

9. **SINGLE BARGAINING UNIT**

For the purposes of negotiating and implementing an Enterprise Agreement on behalf of all Unions in accordance with the Wage Fixing Principles of the Industrial Relations Commission(s) and the Industrial Relations and Workplace Relations Acts (State and Federal) a Single Bargaining Unit (SBU) has been established as per the definition.

10. ENTERPRISE BARGAINING TEAM

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

11. NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this agreement no extra claims will be made for further wage or salary increase.

12. CONSULTATIVE COMMITTEE

The Enterprise Bargaining Team will, after the certification of this Agreement by the Industrial Relations Commission, become the Consultative Committee. It will have an ongoing role under the Agreement, particularly in assisting Council achieve an improvement in productivity and efficiency, in reviewing this Agreement.

This Committee will meet as often as is considered necessary and minutes of meetings of the Consultative Committee will be forwarded to the relevant State Union Officials.

13. WAGE INCREASES

This Agreement provides for the following salary and wage increases:-

1. 5.0 % increase effective from July 1st 2005 as listed in Appendix I;
2. An additional 5.0 % increase effective from July 1st 2006 as listed in Appendix 1;
3. An additional 5.0% increase effective from July 1st 2007 as listed in Appendix 1;
4. \$15.00 per week allowance to all Clermont based employees.

14. WET WEATHER

On days of wet weather, time off of periods up to two hours may be given to employees to be made up on Friday afternoon. This time to be made up only in the week that it is taken or the following week.

15. TRAINING

The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required. Accordingly, the Council commits itself to:-

- * developing a more highly skilled and flexible workforce; and
- * providing employees with career opportunities through appropriate structured training based on nationally accredited competencies and curriculum.

A training and development program shall be developed in consultation with the Enterprise Bargaining Team, employees and their Unions to ensure the current and future needs of the Council.

Where possible, training and skill development is to be carried out in normal working hours, provided that Council works and services are not unduly disrupted. It is agreed that no employee will suffer from loss of pay, however, Council will not be liable for payment to an employee for hours spent by the employee in undertaking training or development where such training was not required by Council.

16. LONG SERVICE LEAVE

The parties recognise the inequality of different Long Service Leave provisions currently contained in the applicable Federal and State Awards.

To rectify this inequality, all the terms, including Long Service Leave entitlements, of Clause 39 of the Queensland Local Government Officers' Award 1992 will by virtue of this Agreement, also apply to employees engaged under the State Awards to which this Agreement applies. Such terms shall commence from the 31 October 1999 with no adjustment to Leave accrued prior to the commencement date.

Accordingly, from the 31 October 1999, each employee engaged under the relevant State Awards shall be entitled to thirteen (13) weeks paid Leave after ten (10) years of continuous service with pro rata payment after seven (7) years continuous service. The length of service shall be the total amount of service completed with the Council.

17. SICK LEAVE

- a) Sick Leave Entitlement - To rectify a further inequality, all the terms, including the Sick Leave entitlement, of Clause 36 of the Queensland Local Government Officers' Award 1992 will by virtue of this Agreement, also now apply to all employees engaged under the State Awards to which this Agreement applies.

Accordingly, from the 31 October, 1999 each employee engaged under a State Award shall be entitled to fifteen (15) days Sick Leave per annum.

All future Sick Leave accumulated at the new rate will be added to an employee's existing entitlement as at 31 October, 1999.

- b) Use of Sick leave in Cases of workplace Injury – In instances where an employee is injured at work and their claim has been accepted by the employers workers compensation insurers, the employee may utilize accrued sick leave entitlements to fund the shortfall between their normal weekly wage and the compensation paid by the insurer.

18. ANNUAL LEAVE

The parties recognise the inequality of different Annual Leave provisions currently contained in the applicable Federal and State Awards.

To rectify this inequality, the following terms will apply to employees engaged under the State Awards to which this Agreement applies. Such terms shall commence from the November 1st 2003 with no adjustment to Leave accrued prior to the commencement date:

- a) From the November 1st 2003, each employee engaged under the relevant State Awards shall be entitled to five (5) weeks paid Annual Leave per annum with no adjustment to Leave accrued prior to the commencement date;
- b) From July 1st 2004, each employee engaged under the relevant State Awards shall be entitled to leave loading of 25%.

19. CAMP ALLOWANCE

- a) Camp Allowance payable to employees who are required to camp out on the job will be paid at \$2 above the Award rate per night;
- b) On those occasions where employees are required to live away from home for three consecutive nights or more, and a camping allowance is not paid due to accommodation being provided by the employer, an Incidental Allowance of \$10 per night shall be paid

20. REDUNDANCY PROVISIONS

In the case of redundancy, all employees covered by this agreement shall be entitled to three (3) weeks wages for each year of service to the maximum specified in the State Award to which this Agreement applies.

21. CONSTRUCTION ALLOWANCE

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

22. ADDITIONAL CLERMONT ALLOWANCE

In addition to the \$15 per week Clermont allowance mentioned in Clause 13, any Clermont based employee required to temporarily reside in Moranbah for a full week, shall be paid an additional weekly allowance of \$25 for each such week. So there is no doubt, a full week is defined as the period ordinarily worked by the employee, which for some road gang employees will be four (4) days.

23 HIGHER DUTIES

Where an employee utilized skills that would ordinarily attract a higher level remuneration, that employee shall be paid at the higher rate for each hour so worked.

24. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY AND EFFICIENCY

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

- * Truck drivers and road gang crew are to work a 38 hour week Monday to Thursday and are to be paid Camp Allowance and service overtime on Friday and travelling time at time and a half.
- * Any statutory public holidays falling between Monday and Thursday (excluding Christmas Day, New Year's Day, Good Friday and Anzac Day) can be substituted for another day (for anyone camped out) during the period the holiday falls.
- * Both parties agree that all wash up time prior to and after rest pauses and lunch breaks and completion time be taken in the employees time.

- * In progressing towards a demarcation free workplace and in embracing the concept of multi-skilling across the whole workplace, it is agreed that an employee may be required to carry out such duties as are within the limits of the employee's skills as long as the person is deemed to be competent, legal and safe to perform those duties. Employees will be paid at the appropriate rate for any higher duties performed. Any employee, having worked the required number of hours to obtain a certificate of competence to operate a particular item of plant or equipment, will be required to make the necessary application and undertake the prescribed test or examination to obtain the certificate of competence.
- * It is agreed that all permanent positions may be advertised internally and externally simultaneously, however, in accordance with Council's preference to enhance the career prospects of its own employees, internal applicants will be given preference over external applicants where all else is equal.
- * Sick Leave taken on an annual basis as a percentage of total ordinary hours worked, is approximately 2.5%. This is to be reduced to less than 2% and Council reserves the right to require a medical certificate for all Sick Leave taken in any instance where it is considered that abuse of Sick Leave is occurring. The right to require a medical certificate for any day taken as Sick Leave will be subject to the process documented in Clause 23 being followed prior to such action.
- * Existing arrangements with respect to the annual Christmas closedown for the majority of Council's outside Clermont workforce are to remain.
- * During the term of this Agreement all productivity and efficiency measures will be detailed.

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

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

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

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

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

25. ABSENTEEISM

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

- i) The parties recognise that Sick Leave is unlike Annual or Long Service Leave in that Sick Leave is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the employee and family against hardship should the employee be unable to continue in his/her normal occupation when injured or ill.
- ii) This procedure is designed to equitably scrutinise Sick Leave usage by employees.
- iii) At the end of each three (3) monthly period, a responsible Officer may review employees' attendance records for those employees who have been absent from work for more than three (3) days on Sick Leave during the three (3) month period.
- iv) Such Officer or nominated delegate will then have the matter examined in the following manner:-
 - a) Check the pattern of Leave;
 - b) Check the past history of absences to see if this pattern is unusual for the employee;
 - c) Check with the employee's supervisor regarding knowledge of the employee's personal problems or situation at the time they were absent, or if the supervisor believes it to be a genuine absence on injury or sickness, or is due to the effects of management or work practices which need review;
 - d) The results of the above checks should be recorded for future information subject to verification by the employee. Such information shall remain confidential between Council and the employee concerned;
 - e) If the results of two consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken:-
 - * Formally notify the employee of a forthcoming interview between the responsible Officer or their nominated delegate, in the presence of their supervisor and notify the employee they may have a Union representative present if that employee so requests.
 - * If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee stating management's assessment and the intended procedure to be followed in future. The employee will be entitled to have access to their files.

- * If a similar pattern is observed in the next period, the employee is again interviewed (as above) and if the interview results in unsatisfactory reason again being given, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next six (6) months.

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

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

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

26. UNIFORM CLOTHING

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

- * Safety Boots - to be replaced on fair wear and tear;
- * 3 shirts or blouses per annum for the general workforce and 4 sets for the 'Camp Crew' - to be replaced on fair wear and tear;
- * 3 pair of trousers or skirts per annum for the general workforce and 4 sets for the "Camp Crew" - to be replaced on fair wear and tear;
- * 1 winter jacket every two years.

The wearing of the protective work clothes shall be compulsory.

27. SALARY SACRIFICING

All employees shall be permitted to salary sacrifice up to three items as agreed by the majority of employees at the commencement of this agreement. Individual employees wishing to salary sacrifice an item not contained in those selected by the majority of employees, may seek approval of the Chief Executive Officer to allow the salary sacrificing of the item. The decision of the Chief Executive Officer shall be final.

Employees shall be responsible for the payment of any Fringe Benefits Tax incurred due to their decision to Salary Sacrifice.

28. **QUALITY ASSURANCE AND BEST PRACTICES**

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

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

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

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

**APPENDIX 1
SCHEDULE OF WAGE INCREASES**

AWARD	LEVEL	RATE 01/07/2005	RATE 01/07/2006	RATE 01/07/2007
STATE	Initial 6 months	\$600.40	630.42	661.94
	Level 1	\$613.26	643.92	676.11
	Level 2	\$626.01	657.31	690.17
	Level 3	\$638.57	670.49	704.02
	Level 4	\$651.73	684.31	718.53
	Level 5	\$666.93	700.27	735.29
	Level 6	\$692.66	727.29	763.65
	Level 7	\$718.26	754.17	791.88
	Level 8	\$741.53	778.60	718.53
	Level 9	\$767.13	805.48	845.76
ENGINEERING	C14	\$498.27	523.19	549.35
	C13	\$551.19	578.75	607.69
	C12	\$578.93	607.88	638.27
	C11	\$666.92	700.27	735.28
	C10	\$666.92	700.27	735.28
	C9	\$670.39	704.23	739.44
	C8	\$697.35	732.22	768.83
	C7	\$720.61	756.64	794.47
	C6	\$771.93	810.53	851.06
	C5	\$796.87	836.72	878.55
	C4	\$823.16	864.32	907.54
	C3	\$874.48	918.20	964.11
	C2(a)	\$791.84	831.43	873.01
	C2(b)	\$739.08	776.03	814.84
BUILDING	Calling Note 1	\$666.92	700.27	735.28
AWARD	Dog-person	\$618.40	649.32	681.79
	Certified Scaffolder	\$617.29	648.15	680.56
	Calling Note 2	\$599.83	629.82	661.32
	Labourer	\$580.82	609.86	640.36

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

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