

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cook Shire Council - Certified Agreement 2008

Matter No. CA/2008/307

Commissioner Thompson

18 November 2008

CERTIFICATE

This matter coming on for hearing before the Commission on 18 November 2008 the Commission certifies the following written agreement:

Cook Shire Council - Certified Agreement 2008 – CA/2008/307

Made between:

Cook Shire Council (ABN 45 425 085 688)

AND

The Australian Workers' Union of Employees, Queensland.

The agreement was certified by the Commission on 18 November 2008 and shall operate from 18 November 2008 until its nominal expiry on 17 November 2010.

This agreement cancels Cook Shire Council (The Australian Worker's Union of Employees, Queensland) Certified Agreement (CA/2005/382).

By the Commission.

Commissioner Thompson

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1999 – s. 156 – certifying an agreement

Cook Shire Council
ABN 45 425 085 688

AND

The Australian Workers' Union of Employees Queensland
ABN 54 942 536 069
(No. CA 307 of 2008)

COOK SHIRE COUNCIL – CERTIFIED AGREEMENT 2008

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 29 October 2008 between Cook Shire Council, ABN 45 425 085 688, and The Australian Workers' Union of Employees, Queensland, ABN 54 942 536 069 witness that the parties mutually agree as follows:

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Cook Shire Council – Certified Agreement 2008.

1.2 Purpose of the agreement

This Agreement sets out the framework for achieving ongoing productivity and efficiency in Cook Shire Council.

This Agreement has been negotiated to ensure the continuation of reform processes set in train through award restructuring and to provide a mechanism through which further reforms may occur.

1.3 Agreement coverage

This Agreement shall be binding upon Cook Shire Council ABN 45 425 085 655 and employees and the Australian Workers' Union of Employees Queensland.

1.4 Date of operation

This Agreement shall operate from the date of certification and remain in force for a period of two (2) years from that date.

1.5 Review of certified agreement

The parties undertake to commence discussions for renegotiations of this agreement, 6 months prior to the expiry date, and to endeavour to finalise negotiations for a new agreement prior to the expiry date.

1.6 Posting of agreement

A true copy of this Agreement shall be displayed in the workplace with convenient access to employees.

1.7 Relationship to parent award

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employee's (Excluding Brisbane City Council) Award – State, Engineering Award – State and Training Wage Award – State 2003, provided that where there is any inconsistency this Agreement shall take precedence.

1.8 Enterprise Bargaining Committee

For the purpose of negotiating this agreement a committee has been established consisting of representatives of Council employees, Council management and Councillors. This committee will, continue in place to negotiate the next agreement; be charged with the co-ordination of activities associated with the implementation of this agreement; ensure establishment of the appropriate performance measurements during the first 6 months of this agreement to report on productivity improvement obtained by this agreement; be charged with the monitoring of the agreement.

1.9 Objectives

This agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors, thereby maximising efficiency and effectiveness. This process will include the following elements:

- (a) Implementation of workplace policies which provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- (b) Commitment to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the customers.

- (c) Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- (d) Commitment to maintaining a healthy and safe work environment.
- (e) Focus on competitiveness to ensure the Shire maintains a viable, effective and secure workforce.
- (f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes so staff can achieve these objectives.
- (g) The parties will be committed to and cooperate with, the terms of this agreement and to ensure its ongoing success.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Grievance settlement procedure

- (a) Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships..
- (b) Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- (c) If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to notify the duly authorised Union officer.
- (d) Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and a duly authorised Union officer who will attempt to facilitate a resolution.
- (e) If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remain unresolved arbitration.
- (f) While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
- (g) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
- (h) The above procedures do not restrict the Council or an authorised Union officer from making representations to each other at any stage in this procedures.

2.2 Best practice

The parties to this agreement agree to strive to be a best practice organisation. This will be reflected by a positive shift in culture, a change in the responsibilities and improved flexible management. In order to become a best practice organisation there is also a commitment to continuous improvement through training/learning, with a highly skilled and flexible workforce and recognition of the value of all people in the organisation.

Part of the achievement of best practice will include the use of performance appraisal/development systems, performance measurement and benchmarking.

Best practice is understood to include the following:

- (a) the best way of doing things.
- (b) methods of operation which achieve exemplary levels of performance.
- (c) is not fixed and requires constant change and adapting to new demands.
- (d) is not restricted to an examination of costs quality and timeliness of delivery.

2.3 Productivity measurement

The parties recognise that improved service to the public and internal clients constitutes a productivity increase with the Cook Shire Council.

Where possible the parties will aim to improve the quality, efficiency and accessibility of client services.

The parties agree through consultative processes to explore the development of performance indicators during the life of this Agreement. Performance indicators may include, but not be restricted to measures of:

- (a) quality
- (b) Throughput
- (c) Timeliness
- (d) Cost effectiveness
- (e) Occupational health and safety
- (f) Environmental effectiveness
- (g) Working arrangements (flexibility of)
- (h) Training level and appropriateness of;
- (i) Employee participation;
- (j) Industrial disputation;
- (k) Resource management.

The parties agree that the following principles will apply in the development of performance indicators:

- Performance indicators will be developed jointly and agreed between the parties.
- Performance indicators must take account of quality and service provision rather than purely cost considerations.
- Performance indicators must be easily understood by the workforce.
- Performance indicators must relate to measures directly affected by the management and workforce.
- Such indicators to be developed by the committee and periodically reviewed.

2.4 Workplace specific agreements

Where the circumstances require and where management and the majority of affected employees agree, workplace specific agreements may be established to deal with circumstances relating to the effective and efficient operation of the workplace. This includes the ability to negotiate with staff to incorporate standard allowances into an annualised wage.

The process for developing workplace specific agreements will be as follows:

- (a) All employees who will be required to work in accordance with the workplace specific agreement will be consulted and be given the opportunity to vote.
- (b) Employees may elect to be represented during the consultation process by their Union representative or other person appointed by them.
- (c) Employees affected will be given a copy of the final draft agreement no less than 2 full working days prior to being asked to vote on the proposal.
- (d) Where 75% of the employees who register a vote on the proposal agree to the changes to the workplace specific agreement may be implemented.
- (e) In the event of the proposal being adopted all affected employees will be given a copy of the agreement.
- (f) All new employees will be given a copy of the agreement prior to commencement. This agreement will form part of their conditions of employment.

2.5 Drug and Alcohol Testing

All employees will support random drug and alcohol testing of the workforce as a workplace health and safety measure.

PART 3 – WAGES AND ALLOWANCES

3.1 Schedule of increases

In consideration of the commitment of all parties to this agreement to improve productivity, efficiency and flexibility of all operations within Cook Shire Council, the following wages based on full-time employment are to apply under this agreement:

- (a) 17% over the award payment from the 29th August 2008 and safety net payments for the term of this agreement.

- (b) Where Council is unable to supply award conditions for camping, a camping allowance of \$75.00 per night shall apply. Council to supply tents, refrigeration and electricity. This allowance will be indexed annually to positive movements in the consumer price index (Brisbane) rounded to the nearest dollar.
- (c) When employees attending training courses, out of town work etc where Council provides accommodation and meals an allowance of \$10.00 per day is to apply to cover incidentals.
- (d) Bonuses for extended rosters will be paid as a one off allowance per annum as follows:

- 16 / 5 Roster \$225.00 per year payable by written claim at the time of first roster per calendar year.
- 21 / 7 Roster \$375.00 per year payable by written claim at the time of first roster per calendar year.

3.2 Schedule of wages

	Current (12% above Award) Engineering Award Wage group	As of 29 th August 2008 5% increase
C8	767.8400	806.2320
C10	694.0700	728.7735
	Queensland Local Government Employees (State)	
Level 1 first six months	633.2900	664.9545
Level 1	644.9700	677.2185
Level 2	656.6500	689.4825
Level 3	668.3400	701.7570
Level 4	680.1300	714.1365
Level 5	694.0800	728.7840
Level 6	717.5600	753.4380
Level 7	740.9300	777.9765
Level 8	762.1600	800.2680
Level 9	785.5400	824.8170

3.3 Measures to achieve gains in productivity and efficiency

This agreement takes into account the recognition of work practices that achieve productivity for Council and the conditions the workers are required to work under, to achieve that productivity:

- (a) The Maintenance Grader Crew and Bridge Gang are willing to work with the current camping arrangement, i.e. basic camp supplied, inclusive of a tent for each man, generator and fuel sufficient to run the camp, refrigeration as required, stove and gas. The amount of time that these crews are required to spend away from home and family is acknowledged.
- (b) The Parks and Gardens Crew. Their commitment to working Public Holidays, special occasions and an alternate roster system is acknowledged.
- (c) Water and Sewerage Crews. The commitment to an alternate roster system and being on call is acknowledged.

3.4 Allowances

The following allowances will be paid under this agreement.

- (a) A general allowance of \$7.50 per week to be paid to all workers.
- (b) Tool allowance of \$20.00 per week for workers having to use their own tools. A list of eligible employees is to be submitted.
- (c) \$15.00 per week for the driver of the Council rubbish utility. An allowance of \$2.30 per hour is payable to standby operations when needed. Staff attending to rubbish bins at other locations will be paid \$2.30 per hour whilst actually employed in emptying bins or travelling. The hourly allowance is payable to a maximum of \$15.00 per week.
- (d) \$15.00 per week dead animal allowance to a nominated staff member for removal of dead animals.
- (e) Award entitlements to water and sewer crews.

3.5 Higher duties

Any employee required to perform higher duty for more than 4 hours may apply for the appropriate pay level and will be paid for the full day.

3.6 Payroll deductions

The Council will provide payroll deduction facilities for union dues payable to the Australian Workers' Union of Employees Queensland, and an employee may authorise the Council in writing to deduct subscriptions from any remuneration. The Council will remit such subscriptions to the Australian Workers' Union of Employees Queensland by electronic fund transfer where practicable.

PART 4 – HOURS OF WORK

4.1 Meal and tea breaks

In recognition that productivity can be adversely affected by meal breaks:

- (a) Morning and afternoon tea breaks will be combined so as to form one break of one half hour duration in the morning.
- (b) Travel to and from breaks will be undertaken during the break period.
- (c) Tea and meal breaks in town will be taken on the job, or at the depot, provided travel to and from breaks is undertaken during the break period.
- (d) Tea breaks and meal breaks out of town will be on the job.

4.2 Overtime and TOIL

- (a) The employee may choose to have overtime paid or banked as TOIL. (TOIL accrued will be either taken or paid out at the applicable overtime rate, however, alternative arrangements on TOIL may be agreed to in a local work area agreement).
- (b) The parties agree that the maximum amount of TOIL to be accumulated will be 76 hours.
- (c) Travel undertaken in time x 1.5 will be paid at time x 1.5.

PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Annual leave

- (a) Annual leave will be accrued at the rate of 5 weeks per year, with the provision that leave will be taken during the non construction period. This is in recognition of the commitment to productivity in the construction period.
- (b) Leave applied for during the construction period will only be granted in special circumstances with the consent of a Supervisor, Divisional Manager and Chief Executive Officer.

5.2 Long service leave

- (a) Employees will be eligible for 13 weeks long service leave after 10 years service. Pro rata payment will be available after 7 years of service.
- (b) In the event that an employee becomes redundant long service leave accrued will be paid notwithstanding that the period of service may be less than 7 years.

5.3 Sick leave and public holidays

- (a) Sick leave and public holidays will be paid at the standard working day of 8.5 hours.

5.4 Sick leave bonus

- (a) Council will provide a bonus payment equivalent of up to 3 ordinary hour days to any employee who does not take more than 3 days sick leave for which a medical certificate has not been provided. The bonus will be reduced by 1 day for every uncertified sick leave day taken.

Example – if any employee has 1 day sick leave during the year without a medical certificate he/she will only receive 2 days bonus, if the employee has 2 days sick leave during the year without a medical certificate he/she will receive only 1 days bonus, if the employee has 3 or more days sick leave during the year without a medical certificate he/she will receive no bonus. Sick leave for which a medical certificate is provided will not affect the bonus.

- (b) The period of review for the sick leave bonus will be 1 January to 31 December.

5.5 Redundancy

As per Local Government Employee's (Excluding Brisbane City Council) Award – State with the following modification to clause 4.10.6 for severance pay:

- (a) From 1 to not more than 5 years, add 2 weeks to each level.
- (b) More than 5 years to not more than 9 years, add 3 weeks to each level.
- (c) More than 9 years, add 4 weeks to each level.

PART 6 – MISCELLANEOUS PROVISIONS

6.1 No Extra Claims

During the life of this agreement no further claims will be negotiated as all aspects have been contemplated under this agreement.

Signed for and on behalf of }
Cook Shire Council } Stephen Wilton.....
ABN 45 425 085 688 }

In the presence of – ..Melissa Mulhall.....

Signed for and on behalf of }
The Australian Workers' }
Union of Employees Queensland }..William Patrick Ludwig.....
ABN 54 942 536 069 }

In the presence of – ...Stacey Lee Schinnerl.....

This Agreement is certified under chapter 6, part 1 of the Act.