

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Quilpie Shire Council, Administration, Community Services, Environmental Services and Technical Stream, Certified Agreement 2008

Matter No. CA/2009/1

Commissioner Thompson

21 January 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 21 January 2009 the Commission certifies the following written agreement:

Quilpie Shire Council, Administration, Community Services, Environmental Services and Technical Stream, Certified Agreement 2008 – CA/2009/1

Made between:

Quilpie Shire Council (ABN 863 516 656 53)

AND

Queensland Services, Industrial Union of Employees.

The agreement was certified by the Commission on 21 January 2009 and shall operate from 21 January 2009 until its nominal expiry on 30 June 2011.

This agreement cancels Quilpie Shire Council Administration, Community Services, Environmental Services and Technical Stream, Certified Agreement 2004 (AG2005/3020).

By the Commission.

Commissioner Thompson

QUILPIE SHIRE COUNCIL ADMINISTRATION, COMMUNITY SERVICES, ENVIRONMENTAL SERVICES AND TECHNICAL STREAM, CERTIFIED AGREEMENT 2008

ADMINISTRATION & TECHNICAL STAFF

PART ONE

- 1.1 TITLE
- 1.2 DEFINITION
- 1.3 DATE & PERIOD OF AGREEMENT
- 1.4 RELATIONSHIP TO PARENT AWARD
- 1.5 APPLICATION
- 1.6 NO EXTRA CLAIMS
- 1.7 AIMS & OBJECTIVES
- 1.8 GRIEVANCE & DISPUTE SETTLEMENT PROCEDURE

PART TWO

- 2.1 WAGE INCREASE
- 2.2 CAMP ALLOWANCE
- 2.3 UNIFORM ALLOWANCE
- 2.4 LONG SERVICE LEAVE
- 2.5 BEREAVEMENT LEAVE
- 2.6 MATERNITY / PARENTAL LEAVE
- 2.7 SICK LEAVE
- 2.8 SPAN OF HOURS
- 2.9 OVERTIME
- 2.10 TRAVEL ARRANGEMENTS
- 2.11 ANNUAL LEAVE
- 2.12 TIMESHEETS
- 2.13 PAYMENT OF WAGES
- 2.14 TRAINING
- 2.15 ROSTERED DAYS OFF
- 2.16 STAFF HOUSING
- 2.17 COMMUNICATIONS MATTERS
- 2.18 PRODUCTIVITY & EFFICIENCY MEASURES

PART ONE

1.1 TITLE

This agreement shall be known as the Quilpie Shire Council, Administration, Community Services, Environmental Services and Technical Stream, **Certified Agreement 2008**.

1.2 DEFINITION

Administration Staff will be defined as including Chief Executive Officer, Deputy Chief Executive Officer, Administration Officers, Payroll Officer and Administrator, Museum and Visitors Centre and Storeman.

Technical Staff will be defined as including Engineer, Works Manager, Works Supervisors, Workshop Supervisor, Workplace Health & Safety Officer, Depot Clerk, and Storeman.

1.3 DATE AND PERIOD OF AGREEMENT

This Agreement shall operate from the beginning of the first pay period to commence on or after the signing of the Agreement and subject to the certification of the Agreement by the Queensland Industrial Relations Commission, and remain in force until 30 June 2011.

Providing that it is further agreed that all pay rises for administration and technical staff will be backdated to 1 July 2008 the conclusion of the previous Certified Agreement.

The parties agree that negotiations for the next certified agreement will commence no later than six months before the expiry date of this agreement.

The parties commit to submitting a proposed replacement certified agreement to the Queensland Industrial Relations Commission for certification

1.4 RELATIONSHIP TO PARENT AWARD

This agreement shall be read and applied in conjunction with the terms of the *Queensland Local Government Officers Award 1998 - State*, as amended and applying at the time of the commencement of this agreement, provided that where there is any intended inconsistency between this agreement and the award, this agreement shall prevail to the extent of that inconsistency.

The terms and conditions of that award and this enterprise agreement shall continue to apply to all employees, including new employees, for the duration of this agreement.

Commitment to Collective Bargaining

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

Single Bargaining Unit

A Single Bargaining Unit (SBU) comprising of the delegates and officials of the Unions representing employees of Council and including unions which are parties to this agreement is recognised by the Council.

The SBU representatives and Council management representatives will monitor and implement this agreement.

Enterprise Bargaining Team

As a practical vehicle to assist in the implementation of this agreement an Enterprise Bargaining Team ("EBT") has been established as per the definition. Employee representatives on the EBT are elected/appointed by the SBU and are responsible to the SBU. The management representatives on the EBT are appointed by and are responsible to the CEO and Council.

1.5 APPLICATION

Parties Bound

The parties to the agreement are Quilpie Shire Council and the Queensland Services, Industrial Union of Employee

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 the relevant award.

1.6 NO EXTRA CLAIMS

The parties will not pursue any extra claims for changes in relation to any industrial matters during the life of this agreement. This clause shall not prevent the parties from applying variations to the quantum of award based allowances passed on by the QIRC which occur during the life of this agreement where such allowance would apply under the terms of this agreement.

1.7 AIMS AND OBJECTIVES

The parties to this agreement recognise that this Agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the Shire Council.

Hence the aim of this enterprise agreement is:

- a) To improve the productivity and efficiency within the Council;
- b) To facilitate greater flexibility of working arrangement within the framework of this Agreement;
- c) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement;
- d) Participation by Council and employees in the continuous improvement process particularly in the development of more efficient work practices and quality improvement; and
- e) To improve communication between management and staff so that continued Local Government reform is ensured;
- f) Where possible, given the economic climate, Council is committed to maintaining staff levels for the life of this Agreement. Council is to give preference to fulltime employees.

Consultation and Communication

To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the EBT shall be responsible for the role of co-ordinating the reforms set out in this agreement and ensuring effective communication between management, the EBT, the SBU, employee work teams.

The parties are committed to a consultative process which aims to effect a change in the organisation's culture through co-operation. Management will assist and support these processes by providing resources and staff to participate where required at the discretion of the Chief Executive Officer.

No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

1.8 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

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.

In the event of a workplace grievance arising and or disagreement between the parties as to matters directly relating to the application or interpretation or implementation of this agreement, the following procedure will be followed.

If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the QSU.

Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the QSU who will attempt to facilitate a resolution.

If after the above steps the matter remains unresolved, the dispute shall be referred to the Industrial Relations Commission for conciliation and if the matter remains unresolved arbitration.

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.

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.

The above procedures do not restrict the Council or an authorised officer of the QSU from making representations to each other at any stage in this procedure.

PART TWO

2.1 WAGE LEVELS

The Council agrees to pay employees a wage increase of 6% on top of current rates of pay for the duration of this agreement back dated to 1st July 2008

The Council agrees that from the first of July 2009 that a further increase of 5% shall be paid.

The Council agrees that from the first of July 2010 that a further increase of 5% shall be paid.

In addition to the above wage increase all employees of Quilpie Shire Council under this award who are administration officers will receive an allowance of \$25.00 per week from the 1st July 2008. All employees of Quilpie Shire Council under this award who are technical officers will receive an allowance of \$25.00 per week from the 10th November 2008.

Schedule of Wages

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

2.2 CAMP ALLOWANCE

It is recognised that upon occasion staff will be required to camp with the outside workforce and agree to the principle of being paid \$45.00 camp allowance for each night spent in camp, in line with the outside workforce.

2.3 UNIFORM ALLOWANCE

Council recognises the benefit gained in promoting a "Council Image" through the wearing of a Council Uniform by staff and encouraging the wearing of safety clothing.

Council will reimburse Administration staff, up to a maximum amount of \$450.00 (excluding GST) per annum, for the cost of initially purchasing or later replacing their uniform, given fair wear and tear. Payment will be authorised by the Chief Executive Officer upon provision of receipts and will be included with the employees next pay. Uniforms for Administration Staff are limited to a uniform agreed to by staff and the Chief Executive Officer.

Technical Staff will be reimbursed by Council up to a maximum amount of \$350.00 (excluding GST) per annum, for the cost of initially purchasing or later replacing their uniform, given fair wear and tear. In the case of Technical Staff a uniform is limited to Council approved safety shirts available from Council store and safety coats. The provision of safety boots, hats, vests and safety glasses will be provided by the Council at no cost to the employees and will not be included in the uniform allowance. Payment will be authorised by the Chief Executive Officer upon provision of receipts and will be included with the employees next pay.

2.4 BEREAVEMENT LEAVE

- a) Employees may be granted up to four (4) days bereavement leave if attending a funeral somewhere other than Quilpie Shire, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below:
- b) Employees may be granted up to two (2) days bereavement leave if attending a funeral within Quilpie Shire, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below:

Wife, de-facto wife, husband, de-facto husband, father, mother, father-in-law, mother-in-law, brother, sister, child or step-child, step-father, step-mother, half-brother, half-sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson or granddaughter, uncles, aunts, nieces and nephews.

This shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration under the provision of the Oaths Act.

Access to bereavement leave in other circumstances may be available subject to the agreement of the Chief Executive Officer.

2.5 MATERNITY / PARENTAL LEAVE

- a) The parties agree that in addition to the terms contained within the Parental Leave provisions of the State Act and Awards pertaining to Local Government Employees, the following additional benefits shall apply:
- b) Six (6) weeks paid leave shall be remitted to the child's mother, on her return to work, providing that the recipient agrees to remain in the employ of the Council for a period of not less than three (3) months from re-commencement of work after the parental leave has terminated. In consideration of the recipient's good faith, a bond shall be signed between the Parties which shall reimburse any monies paid, should the recipient leave the employ of the Council within the period stated above.

2.6 SICK LEAVE

Sick Leave will accrue in accordance with the relevant Award and employees will be paid a sick leave bonus of an amount equal to five (5) days pay (see table) if the employee takes no more than two days sick leave during the fifty-two (52) weeks following the commencement of this signed Agreement. Such payment shall be withheld if no Doctors certificate was produced for leave taken in addition to the aforementioned two (2) days pay. Payment shall be made in the first full pay period after the expiry of the aforementioned fifty-two (52) week period.

Family leave of up to five (5) days may be taken, provided doctor's certificates are produced, without it affecting the sick leave bonus.

No pro-rata payment shall be made where the services of an employee is terminated, for any reason, during the fifty-two (52) week period.

For employees who commence work during the fifty-two (52) week period, the following bonus arrangements will apply:

Term of Employment	Bonus to be Paid	
	Administration	Technical
Up to 13 weeks	Nil	Nil
More than 13 weeks up to 26 weeks	9.06 hours	9.5 hours
More than 26 weeks up to 39 weeks	18.12 hours	19 hours

Term of Employment	Bonus to be Paid	
	Administration	Technical
More than 39 weeks up to 51 weeks	27.19 hours	28½ hours
Over 51 weeks	36¼ hours	38 hours

2.7 SPAN OF HOURS

Both parties recognise that efficiencies can be gained by increasing the span of hours in which work may be performed without further penalty.

Where special projects require, full time employees ordinary hours of work shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 7.00pm.

2.8 OVERTIME

Administration Staff may take time off in lieu of approved overtime. If an employee chooses this option, the paymaster will keep a register of overtime to be completed by the employee and signed by the Chief Executive Officer.

2.9 TRAVEL ARRANGEMENTS

Travel arrangements for foreman will be the same as outside workforce arrangements as documented in the Quilpie Shire Council Certified Agreement 2009 (Outside Workforce).

2.10 TIMESHEETS

To allow more accurate costing to occur, all employees will complete a weekly time sheet, which includes the time they have worked on various jobs, the plant usage and other details presently recorded on their plant working return and give it to their supervisor for authorisation each Friday afternoon.

2.11 PAYMENT OF WAGES

The current practice of payment of salaries and wages on a fortnightly pay cycle shall continue.

This will be by direct debit into the employees nominated bank accounts and will be available no later than the following Wednesday after the end of the pay period.

2.12 TRAINING

Management recognises that a multi-skilled workforce is a great asset.

Council is committed to the development of staff and the improvement of services through the provision of relevant training to Staff. Council meet all reasonable expenses incurred while travelling to training seminars and in case of incidental expenses re-imburement of, and wherever possible the provision of a vehicle.

2.13 ROSTERED DAYS OFF

Administration Staff will work a nine day work cycle. Staff will work eight, 8 hour days and one 8.5 hour day. Rostered days off will be taken at a time agreed upon between the staff member and the Chief Executive Officer. Rostered days off may accumulate to a maximum of five (5).

Works Supervisors will work a nine day works cycle. Supervisors will work eight days of eight and one half hours and one day of eight hours at ordinary rates each fortnight. Each second week a day, normally a Friday, will be taken as a rostered day off.

Workshop staff and the town foreman will work 38 hour working week Monday to Thursday with the Friday becoming a 6 hour working day. These employees will forego RDOs and in exchange their annual leave will increase from 5 weeks to 7 weeks.

2.14 COMMUNICATIONS MATTERS

Management is committed to continuing a structure which provides for good communication between itself and its employees. The following points are also agreed:

- a) Where there is policy change within the organisation staff will be consulted prior to implementation.
- b) Management will implement and support procedures to optimise co-ordination and communication between functional areas.

2.15 PRODUCTIVITY AND EFFICIENCY MEASURES

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

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

2.16 SALARY SACRIFICE/PACKAGES

The parties agree that employees shall be permitted to salary sacrifice/package part of their wages into any area that complies with the relevant taxation legislation, subject to independent financial advice being sought by the respective staff member prior to entering into the salary sacrifice and provided that it is at no cost to Council.

2.17 GROUP SPECIFIC ARRANGEMENTS

Where the circumstances require, and where the majority of employees agree, group specific arrangements may be established to deal with a specific project.

The process for the development of specific project or work team agreements will be as follows:

1. All employees who are being asked to work under this Group Specific Agreement (GSA) are asked to vote.
2. It is the Council's intention to seek agreement of all employees affected by the GSA. However, if this is not achievable the following will apply;
 - (a) if a majority of 75% or more of the employees affected agrees by way of a vote, the GSA can be implemented.
 - (b) employees are to participate in the identification of the Flexible Working Agreement and / or facilitative provisions under the relevant Award to be applied under the GSA.
 - (c) employees will be provided with a copy of the draft GSA and be given no less than two (2) full working days prior to being asked to vote. All employees covered by the GSA will sign the document to signify understanding of the content of the GSA.
3. The project team/work group would monitor the GSA on a monthly basis and review conditions.
4. All new employees to the group or project will receive a copy of the GSA and agree to its terms before commencement of employment on the site.
5. If half or more of the employees leave the specific project the SGA must be renegotiated.

Signatories

Signed for and on behalf of
Quilpie Shire Council

In the presence of

.Carl Ninine
CHIEF EXECUTIVE OFFICER
.Monica James

Signed for and on behalf of
Queensland Services,
Industrial Union of Employee,
In the presence of

David Smith
K. A. Nelson