

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

**Winton Shire Council Enterprise Bargaining Certified Agreement 2009
(CA/2009/105)**

DEPUTY PRESIDENT SWAN 21 October 2009

CERTIFICATE

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

Winton Shire Council Enterprise Bargaining Certified Agreement 2009 (CA/2009/105) [as amended]

made between:

- Winton Shire Council (ABN 46 299 386 399)
- The Australian Workers' Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees

The agreement was certified by the Commission on 21 October 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 21 October 2009) until its nominal expiry on 20 October 2011.

This agreement replaces:

- CA/2003/875 (Winton Shire Council - Certified Agreement 2003)
- Winton Shire Council Enterprise Bargaining Certified Agreement (AG2003/8997)

By the Commission.

D.A. SWAN
Deputy President

WINTON SHIRE COUNCIL ENTERPRISE BARGAINING CERTIFIED AGREEMENT 2009

Attachment A

1. Title

This Agreement shall be known as Winton Shire Council Enterprise Bargaining Certified Agreement 2009.

2. Arrangement of agreement

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3. Definitions -

Award - The Awards set out in Clause 6.

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 levels 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;
- updating technology;
- an agreed combination of the above.

Council – Winton Shire Council

Effective Date - the first pay period commencing after the date that the staff agreement through ballot to the pay rates and conditions within this Certification of Agreement.

4. Parties Bound

The parties bound by this Agreement are Winton Shire Council and its employees and the following unions.

- Australian Workers' Union of Employees, Queensland, ABN: 54 942 536 069
- Queensland Services, Industrial Union of Employees, ABN: 86 351 665 653
- Federated Engine Drivers' and Firemen's' Association of Queensland, Union of Employees, ABN:73 089 711 903
- The Construction, Forestry Mining and Energy Industrial Union of Employees Queensland, ABN: 73 089 711 903

5. Application

This Agreement shall apply to the Winton Shire 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 set out in Clause 6.

6. Relationship to Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Parent award/s listed below as they applied at the time of making this agreement, provided that where there is any inconsistency between this Agreement and the incorporated Parent awards listed below, this Agreement shall take precedence to the extent of the inconsistency.

- (i) Local Government Employees (Excluding Brisbane City Council) Award – State 2003
- (ii) Queensland Local Government Officers Award 1998

7. Single Bargaining Unit (SBU)

For the purpose of negotiating and implementing an Enterprise Agreement on behalf of all unions in accordance with the wage fixing principles of the Queensland Industrial Relations Commission, a single bargaining unit has been elected by employees and has representatives from a cross section of union coverage. This single bargaining unit may, if both parties agree, act as the Consultative Committee during the term of the Agreement.

8. Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between employee, unions and management and to implement this Agreement, an enterprise bargaining team (EBT) has been established. The EBT consists of all members of the SBU and management representatives. The management representatives are elected members of council and the chief executive officer.

9. Grievance and Dispute Avoidance and Settlement Procedures

- (i) In the event of any dispute arising as to the interpretation or application of this agreement, or any matter arising in the course of employment, the following procedure will apply. Except where a bona fide health and safety issue is involved, the parties shall ensure the continuation of work and customary work practices
- (ii) In the event of any disagreement between parties as to the interpretation and implementation of this Agreement the following procedure shall apply:
 - The matter is to be discussed with the employee(s) concerned, an accredited Union representative/delegate and the immediate supervisor in the first instance.
 - If the matter is not resolved the dispute shall be referred by the union delegate/representative or union official to the appropriate management representative who shall, within 24 hours, or as otherwise agreed, arrange a conference of the parties to discuss the matter.
 - If the matter remains unresolved the dispute shall be referred to the secretary of the union and/or his/her nominee and the chief executive officer and/or his/her nominee for discussion and appropriate action.
 - If unresolved the dispute may then be referred by either party to the relevant Industrial Relations Tribunal to determine and settle the matter.

10. Period of operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms from the date of signing of the agreement by all the relevant Unions (subject to certification by the Queensland Industrial Relations Commission) and shall remain in place for a period of two years from the effective date.

11. Renegotiation

The parties agree to commence discussions for renegotiation of this agreement three (3) months prior to the expiry date, and aim to finalise negotiations for a new agreement by one (1) month prior to the expiry date.

12. No Extra Claims

This Agreement finalises all claims and matters discussed between the parties. The parties to this Agreement agree that no extra claims will be made for further increases in wage or salary rates, allowances or other conditions during the life of this Agreement.

13. Wage increases

- (i) From the date of commencement, the rate of pay shall be a 4% or \$30.00 per week increase, whichever is the greater, over and above the rates applying from the day before the effective date.
- (ii) A second increase of 4% or \$30.00 per week increase, whichever is the greater, shall apply from the day of the first anniversary of the effective date.
- (iii) Applicable Rates of Pay for employees' covered by this Agreement is attached as Schedule One.

14. Camp allowance

For the duration of this Agreement a camp allowance of \$35.00 will be paid to each employee for each actual night camped out.

15. Crane allowance

A crane allowance of \$2.48 per day (\$12.40 per week) shall be paid to employees required to operate a crane as part of their normal duties, subject to any change in the allowance under the Local Government Employees' (Excluding Brisbane City Council) Award - State.

16. Educational qualification allowance

For the duration of this Agreement, employees who have successfully completed a TAFE or equivalent certificate qualification that is applicable and relevant to their current duties shall be paid \$25 per week.

17. Final trim allowance

For the duration of this Agreement a final trim allowance of \$115.04 per week will be paid to employees who have been assessed as having the skills to perform final trim duties.

18. Funeral allowances

For the duration of this Agreement, funeral allowances will be paid as follows:

- Undertaking allowance \$15.00 per week
- Assistant undertaking allowance \$10.00 per week
- Funeral Director \$65.00 per funeral weekdays
- Assistant Funeral Director \$45.00 per funeral weekdays
- Funeral Director \$90.00 per funeral weekends
- Assistant Funeral Director \$50.00 per funeral weekends

19. Leading hand allowance

Any employee required to act in the role of leading hand will be paid a leading hand allowance of \$4.49 per day (\$22.45 per week) subject to any change in the allowance under the Local Government Employees' (Excluding Brisbane City Council) Award - State.

20. Meal allowance

A meal allowance is paid 2 hours after the usual ceasing time of the shift and at each 4 hours thereafter. It is agreed that the meal allowance of \$13.00 per incident will be paid during the duration of this Agreement.

21. On call allowance

- (i) Monday to Saturday - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$13.65 for each day and/or night during which the employee remains on call.
- (ii) Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for a working day of 7.6 hours.

Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by this Agreement, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours:

Provided further, if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

- (iii) To be eligible for the allowance, the employee must have been instructed to be available for work, be readily contactable, in a fit state to perform the work and be within reasonable travelling distance of the work-site. The mere provision of electronic means for contact does not in itself justify entitlements to the allowance.

22. Toilet cleaning allowance

For the duration of this Agreement a toilet cleaning allowance of \$25 per week will be paid to employees required to clean toilets as part of their normal duties.

23. Tool allowance

- (i) For the duration of this Agreement employees who are required to supply their own tools shall be paid \$50.00 per week.
- (ii) This allowance shall not be paid whilst the employees are absent on annual leave or absent from work without pay for periods of one week or more.

24. Trade qualification allowance.

For the duration of this Agreement, employees who hold a trade qualification that is applicable and relevant to their current duties shall be paid \$60 per week.

25. Vehicle mileage allowance

For the duration of this Agreement were staff who are required to travel to their worksite using their own private vehicle a mileage allowance of \$0.80 per kilometre will be paid.

26. Uniforms / safety apparel

- (i) For administrative staff working in an office environment:
Council will subsidise the purchase of approved uniforms up to \$600.00 (excluding GST) for the first year of service after the successful completion of the probationary period of employment. Council will subsidise the purchase of approved uniforms up to \$500.00 (excluding GST) for the second year of service. This allowance can be utilised to purchase one (1) pair of work shoes per annum.
- (ii) For all other staff:
For staff in their initial probationary period of employment Council will supply -
5 work shirts at no cost,
These will be replaced at no cost when required due to fair wear and tear.

Such Council supplied uniforms and safety apparel will be required to be returned to Council if the employee does not complete the probationary period.

- (iii) Employees are expected to wear safety boots that comply with Australian Standard 2210. Council will contribute \$100 per annum towards the cost appropriate safety boots.

- (iv) Employees are expected to wear broad brimmed hats that protect against UV radiation. Queensland health recommends:
- Broad brim - 8 to 10cm brim
 - Legionnaire Hat - cap style with flap that covers ears and neck
 - Bucket Style - a deep crown and a brim of at least 6cm
- Council will contribute \$35.00 per annum towards the cost of appropriate hat.

27. Annual leave

- (i) Every employee (other than a casual employee or regular part time employees) shall at the end of each year of employment, be entitled to annual leave of 5 weeks.
- (ii) To offset the provision of five weeks annual leave for all employees, the “Attendance Bonus System” will cease as of the effective date of this Agreement.
- (iii) Annual leave shall be accrued to a maximum entitlement of two (2) years, and any employee who accrues more than 10 weeks may be directed to take leave within one month or a time which suits Council operations.

28. Bereavement leave

- (i) Employees will be granted up to five (5) days bereavement leave on full pay on each occasion where the immediate family is deceased and the funeral is 400km or more from Winton.
- (ii) Immediate family is a Wife, Husband, De-Facto, Father, Mother, Grandfather, Grandmother, Brother Sister, Child, Grandchild, Sister-In-Law, Brother-In-Law, Step-Child, Mother-In-Law, Father-In-Law, Spouse’s Grand-Parents, Step-Parents, Half- Brother, Half –Sister, Step-Brother or Step-Sister.
- (iii) The taking of Bereavement Leave 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, if so requested by the employer.

29. Long service leave

- (i) All staff shall be eligible for Long Service Leave after 10 years service with Long Service Leave accrual being at the rate of 1.3 weeks per year commencing from the Effective Date of this agreement.
- (ii) Employees shall be eligible to apply to take pro-rata long service leave after they have accrued seven years long service leave.

30. WorkCover salary/wages top-up.

- (i) During the life of this Agreement personal leave entitlements may be utilised to “top up” Workcover payments to 100% of the pre-injury agreement salary.
- (ii) Conditions applying to access “top up” are as follows:
- Top up workers compensation payments may only be topped up via an employees existing sick leave balance.
 - The top up provision can only apply from the end of the first 26 weeks of the incapacity.
 - Employees must make a written application to council before any “top up” arrangement is implemented.

31. Hours of work

Hours of Work for Outside Staff

- (i) Outside employees will work 8 hours and 26 minutes per day to allow for a 76 hour week, nine day fortnight.
- (ii) This arrangement can be varied to allow for 10 hour days at ordinary time when employees are working:
- On a Department of Transport contract with specific conditions
 - Outside a radius of fifty (50) km of Winton; or
 - On a job which is affected by climatic conditions or traffic flows.
- (iii) Provided that before employees commence work under these arrangements, an agreed roster will be developed which states:
- the daily starting and finishing times;
 - the starting and finishing date of the roster; and

- when Rostered Days Off are to occur or if they are to be banked.
- (iv) Worked performed in excess of 10 hours a day or 76 hours a fortnight will be classed as overtime.
- (v) Employees must collectively agree to vary work cycle and the agreement will be recorded in accordance with Appendix B.

Span of Hours

- (vi) Outside employees often work in the sun through the hottest part of the day. As an alternative, these employees may work outside the award span of hours from 6.00am to 6.00pm without payment of overtime, provide that the ordinary number of working hours determined in any one day is not exceeded and work is performed only during daylight hours.
- (vii) Employees must collectively agree to vary the span of hours and the agreement will be recorded in accordance with Appendix C

Travelling time

- (viii) Employees who are living in camp shall report to the job site at the agreed starting time. The starting time on the first day of work will be as close as possible to starting on time on the other days (allowing for a reasonable amount of time to travel from Winton to the site). Employees will not be required to start so early as to have to travel in time outside the span of ordinary hours.
- (ix) Payment for traveling time will be in accordance with the relevant Award/s. Employees will be provided with transport to travel from Winton to the campsite.

Rostered Days Off

- (x) Rostered days off can be banked to a maximum of 5 days.

Hours of Work for Office Staff

- (xi) Notwithstanding clause 13 (Hours of Duty) of Queensland Local Government Officers Award, employees 7 hours and 15 minutes per day at ordinary time between 8.30 am and 5.00 pm, Monday to Friday. Seven paid rostered day off will be paid per annum in recognition of time worked in lieu.

32. Salary sacrifice

- (i) Council agrees to allow salary sacrificing at the discretion of employees provided that there is no cost (other than payroll deduction costs) to Council.
- (ii) Council takes no responsibility for the implications of salary sacrifice arrangements put in place by staff.

33. Performance indicators

The Parties will utilise performance indicators and product measures and will develop specific measures applicable to each operational area to measure productivity improvements arising out of the Agreement. The Consultative Committee will be encouraged to suggest and identify areas where better work practices could be implemented to improve efficiencies and reduce costs.

34. Multi-skilling

Multi-skilling is to be actively encouraged, and the skills of employees are, where possible, to be utilised to the best advantage.

35. Provision of union information to new staff

- (i) Winton Shire Council recognises the right of individuals to join a union however it is also recognised that union membership remains a matter of individual choice.
- (ii) Union representatives will be provided an opportunity to discuss the benefits of union membership with new employees.
- (iv) Council will continue to provide payroll deduction facilities for union fees.

(iv) The provisions of Part 11 of the Local Government Employees (Excluding Brisbane City Council) Award shall apply to Council, all unions listed in clause 4 of this Agreement and their members.

SIGNATORIES

- Winton Shire Council Council, ABN 16 834 804 112
 - Australian Workers' Union of Employees, Queensland, ABN: 54 942 536 069
 - Queensland Services, Industrial Union of Employees, ABN: 863 516 656 53
 - Federated Engine Drivers' and Firemen's' Association of Queensland, Union of Employees, ABN:73 089 711
- 903

Signed for and on behalf of **Winton Regional Council**..... Alan Rayment
 In the presence of Edward Warren

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland William Ludwig
 In the presence of:..... Renee Broanda

Signed for and on behalf of the Federated Engine Drivers' and Firemen's'
 Association of Queensland, Union of Employees Laurie Genrich
 In the presence of:..... Kathleen Nettleton

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
 Industrial Union of Employees, Queensland Peter Close
 In the presence of:..... Kathleen Nettleton

Signed for and on behalf of the Queensland Services, Industrial Union of Employees David Smith
 In the presence of:..... Michelle Robertson

Schedule 1
Schedule of Wages

**LOCAL GOVERNMENT EMPLOYEES ' (EXCLUDING BRISBANE CITY
COUNCIL) AWARD - STATE 2003**

Calculated Wage Scale - State Award - For EBA 5

State Award	Employees Award at beginning of EBA1 (Feb 1996)	EBA4 Third Increase at 1st March 2008	EBA 5 Payment 1	EBA 5 Payment 2
	Base Wage Per week	6% Per week	Increase 4%or \$30 Per week	Increase 4%or \$30 Per week
Level 1 (Commencement)	389.10	695.27	725.27	755.27
Level 1 (After 6 Months)	399.50	708.87	738.87	768.87
Level 2	409.90	722.34	752.34	782.44
Level 3	420.30	738.27	768.27	799.00
Level 4	430.80	751.99	782.07	813.35
Level 5	441.20	765.59	796.21	828.06
Level 6	462.10	792.78	824.49	857.47
Level 7	482.90	819.73	852.52	886.62
Level 8	503.80	846.80	880.67	915.90
Level 9	524.60	876.44	911.50	947.96

Queensland Local Government Officers' Award 1998				
Calculated Salary - State Award - For EBA 5				
	ASU Award at Beginning of EBA1 (Feb 1996)	EBA 4 Payment 3 (01/03/2008)	EBA 5 Payment 1	EBA 5 Payment 2
	Base Salary PA	6% Increase PA	Increase 4%or \$30 PA	Increase 4%or \$30 PA
Level 1.1	21,789	38,301	39,861	41,456
1.2	22,302	38,968	40,528	42,149
1.3	23,019	39,900	41,496	43,156
1.4	23,788	40,899	42,535	44,237
1.5	24,557	41,899	43,575	45,318
1.6	25,325	42,897	44,613	46,398
Level 2.1	26,104	43,910	45,667	47,493
2.2	26,873	45,041	46,843	48,716
2.3	27,642	46,039	47,881	49,796
2.4	28,411	47,040	48,922	50,878
Level 3.1	29,179	48,038	49,960	51,958
3.2	29,948	49,038	50,999	53,039
3.3	30,717	50,039	52,040	54,122
3.4	31,486	50,908	52,945	55,062
Level 4.1	32,254	51,907	53,983	56,142
4.2	33,023	52,906	55,022	57,223
4.3	33,792	53,905	56,061	58,303
4.4	34,561	54,904	57,100	59,384
Level 5.1	35,329	55,902	58,139	60,464
5.2	36,098	56,902	59,178	61,545
5.3	36,867	57,901	60,218	62,626
Level 6.1	38,148	59,567	61,950	64,428
6.2	39,429	61,233	63,683	66,230
6.3	40,711	62,899	65,415	68,032
Level 7.1	41,992	64,564	67,146	69,832
7.2	43,273	66,229	68,878	71,633
7.3	44,554	67,895	70,610	73,435
Level 8.1	46,092	69,892	72,688	75,596
8.2	47,629	71,890	74,766	77,757
8.3	49,167	73,889	76,845	79,919
8.4	50,610	75,766	78,797	81,948
8.5	52,053	77,643	80,748	83,978