

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Quilpie Shire Council Certified Agreement 2008
(CA/2009/32)**

DEPUTY PRESIDENT BLOOMFIELD

20 April 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 20 April 2009 the Commission certifies the following written agreement:

Quilpie Shire Council Certified Agreement 2008 (CA/2009/32)

made between:

- Quilpie Shire Council
- Federated Engine Driver's and Fireman's Association, Union of Employees, Queensland
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland

The agreement was certified by the Commission on 20 April 2009 and shall operate from 20 April 2009 until its nominal expiry on 8 November 2011.

Pursuant to s. 173 the Commission also terminates CA99 of 2005 (Quilpie Shire Council Certified Agreement 2004).

By the Commission.

A.L. BLOOMFIELD
Deputy President

QUILPIE SHIRE COUNCIL CERTIFIED AGREEMENT 2008**CA/2009/32**

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3 PART 3**3.1 SIGNATORIES****1.1 Title**

This agreement shall be known as the Quilpie Shire Council Certified Agreement 2008.

1.2 Date and Period of Agreement

This Agreement, certified on 29 April 2009, shall operate administratively from 10th November 2008 (10.11.08), and remain in force until 8 November 2011.

The parties agree that negotiations for the next Agreement shall commence no later than six months prior to the expiry of the Agreement.

1.3 Relationship to Parent Awards

This agreement shall be read and applied in conjunction with the terms of the Local Government Employees' (excluding Brisbane City Council) Award-State, the Building Trades Public Sector Award – State and the Engineering Award – State, as they applied at the commencement of this agreement, provided that where there is any inconsistency between this agreement and the award, this agreement shall prevail.

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

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

1.4 Parties Bound

The parties to this Agreement shall be:

QUILPIE SHIRE COUNCIL and the

THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND;

FEDERATED ENGINE DRIVERS' AND FIREMENS' ASSOCIATION OF QUEENSLAND BRANCH, UNION OF EMPLOYEES;

THE CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND

1.5 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 the relevant parent award.

1.6 No Extra Claims

The parties to this agreement undertake that during the period of operation of the agreement, there shall be no further claims for wages or salary increases or improvements in employment conditions sought, or granted except for those provided under the terms of this agreement.

This clause does not prevent any party to the underpinning award or awards from seeking any amendment or amendments (including amendments to award wages, classifications or conditions) to that award or awards during the life 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 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, management, employees and their unions and customers 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, with preference given to fulltime employees.

1.8 Grievance and Dispute Settlement Procedure

In the event of any disagreement between the Parties as to the interpretation or implementation of this Agreement, the following procedure shall apply;

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, and employee shall not work in an unsafe environment but where appropriate, shall accept reassignment to alternative suitable work/work environment in the meantime.

- a) The matter is to be discussed with the Employee/s concerned, and where requested by the employee/s concerned, an accredited Union Delegate/Representative, and the immediate supervisor in the first instance;
- b) If the matter is not resolved it 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;
- c) If the matter remains unresolved, it shall be referred to the Secretary of the Union and/or its nominee and the Chief Executive Officer or Council Representative for discussion and appropriate action;
- d) If unresolved the matter may then be referred by either party to the Queensland 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.

1.9 Enterprise Bargaining Team

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 Queensland Industrial Relations Commission and the Industrial Relations Act 1999, a Single Bargaining Unit (SBU) has been established. The SBU was elected by employees and consists of three representatives from a cross-section of union coverage.

As a practical vehicle to facilitate negotiations between unions and management and to implement this Agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of members of the SBU, non-union and management representatives. Management representatives consist of elected members of Council and the Chief Executive Officer. The Enterprise Bargaining Team shall continue to meet as required to assess the implementation and achievement of outcomes sought by the Agreement.

2 PART 2

2.1 Wage Increase

The Council agrees to pay employees a wage increase of 6% on top of current rates of pay for the first year of this agreement back dated to 10th November 2008.

The Council agrees that from 9th November 2009 that a further increase of 5% shall be paid.

The Council agrees that from 8th November 2010 that a further increase of 5% shall be paid.

In addition to the above wage increase all employees of Quilpie Shire Council under the Awards listed above will receive a cost of living allowance of \$25.00 per week from the 10th November 2008 for working for the Quilpie Shire Council.

2.2 Camp Allowance

Both parties recognise the difficulties involved in camping and agree that \$45.00 camp allowance for each night spent in camp shall apply.

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. The wearing of the Quilpie Shire Councils' approved uniform is compulsory for all employees.

The Quilpie Shire Councils' approved uniform for out side staff will consist of:

- Approved Orange safety long sleeved shirt, either cotton drill or polo style.
- Approved Orange safety Jacket and
- Approved Pants

Upon their initial employment staff will be required to purchase a minimum of five shirts and one Jacket. Employees must demonstrate that their stock of clothing meets the Workplace Health and Safety requirements before they are able to access their clothing allowance for something other than safety related clothing.

Council will allow staff, up to a maximum amount of \$350.00 per annum, not including GST. The provision of Council approved, safety boots, hats and safety glasses will not be included in the \$350.00 per annum uniform allowance.

Uniform being purchased using this allowance shall be made using the approved order form, supplied by the Quilpie Shire Council and placed with the Council Store in July each year. The purchase will be limited to items included on that order form. New employees will be permitted to place their initial order at the time of their employment.

2.4 Long Service Leave

The parties recognise the disparity between the Long Service Leave provisions contained within the parent awards of this agreement and the Queensland Local Government Officers Award 1998.

It is agreed that the provisions for Long Service Leave contained in the Queensland Local Government Officers Award 1998 will by virtue of this agreement, also apply to all employees to which this agreement applies.

Accordingly from the 3rd December 1997, each employee engaged under a State Award shall be entitled to thirteen (13) weeks paid leave after ten (10) years of continuous service, with a pro rata payment after seven (7) years of continuous service. The length of service shall be the total amount of service completed with the Council.

The method for calculating the Long Service Leave entitlements for State Award employees shall be as follows: -

L.S.L entitlements prior to 3rd December 1997 = Years of Service X .866 weeks = A

L.S.L. entitlements after 3rd December 1997 = Years of Service X 1.3 weeks = B

Total L.S.L. entitlements = A+B weeks

2.5 Sick Leave / Absenteeism

Sick leave will accrue in accordance with the relevant Award and employees will be paid an amount equal to five (5) days pay (see table) if the employee takes no more than two days sick leave or is not absent for more than 2 days during the fifty-two (52) weeks following the commencement of this Certified Agreement. Such payment shall be withheld if no Doctors certificate was produced for leave taken in addition to the aforementioned two days. The payment, equal to five (5) days pay (see table), 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	
	Works	Plumbers & Parks/Gardens
Up to 13 weeks	Nil	Nil
More than 13 weeks up to 26 weeks	.5 hours	9.5 hours
More than 26 weeks up to 39 weeks	17 hours	19 hours
More than 39 weeks up to 51 weeks	25.5 hours	28.5 hours
Over 51 weeks	42.5 hours	38 hours

The parties agree that a statutory declaration signed by the foreman or works manager on the job, will do in lieu of a Doctors certificate, if it is not possible to see a Doctor and get a certificate.

2.6 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.

2.7 Annual Leave other than Parks/Gardens and Plumbers

The parties recognise the inequality of different annual leave provisions currently contained in the applicable state awards.

Accordingly from the 1st January 2001, each employee engaged under a State Award shall accrue annual leave at the rate of five weeks per annum.

The leave to be taken in two instalments, three weeks are to be taken at the Xmas close down and the balance of two weeks at a time mutually agreeable to both parties and with at least one months notice given by either party.

2.8 Annual Leave and Working Hours for Parks/Gardens and Plumbers

Parks/Gardens and Plumbers will work the following hours Monday to Thursday 8 hours Fridays will be 6 hours and there will be no RDO.

The above-mentioned Employees will receive an additional two (2) weeks annual leave which will take them to seven (7) weeks annual leave and the leave will be taken at different times during the year.

2.9 Levels for Parks and Gardens when shifting from outside workforce

The Parks/Gardens employees will be put at level 4 if they have completed a probationary period, if required.

2.10 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.

2.11 New hours of Work

All staff excluding Parks /Gardens and Plumbers.

For long week (5 Day Week)

Monday, Tuesday, Wednesday, Thursday, 9 hours ordinary per day on the job, plus usual service and travel time.
Friday 6 hours on the job, then travel to camp /town.

Short Week (RDO Week)

Monday, Tuesday, Wednesday, Thursday, 8 ½ hours per day on the job, plus usual service and travel time Friday (RDO)

2.12 Travel Arrangements

All travel done by Employees of the Quilpie Shire Council will be at overtime rates.

2.13 Servicing Time

Service overtime will be paid at one and one half times the ordinary rate of pay where the machine the employee operates works four (4) or more hours during the day and servicing is performed outside of normal hours. Servicing is to be performed at the time which least disrupts Councils operations and will be at the discretion of the Overseer.

2.14 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 at the completion of each working week.

2.15 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.

2.16 Workplace Health and Safety

Management is committed to the health and safety of its employees whilst at work and will provide appropriate training to all staff on an ongoing basis.

Staff are required to meet their obligations under the Workplace Health and Safety legislation, in particular by wearing safety clothing and personal protective equipment.

2.17 Training

Management recognises that a multi-skilled workforce is a great asset. Management will provide the opportunity for staff to gain further skills during on the job training. This training will be conducted at the Works Manager discretion during time where the works schedule allows, so the staff may gain the widest experience possible.

A Training Plan will be implemented, with off the job training programmed as and when required. This plan will be formulated within three (3) months of the commencement of this agreement.

An External Training Policy will be formulated and agreed to by the parties for the attendance of staff training at places other than Quilpie. This policy will include details of travel arrangements, accommodation and meals.

2.18 Rostered Days Off

Except where provided herein staff will work a nine-day work cycle.

For long week (5 Day Week)

Monday, Tuesday, Wednesday, Thursday, 9 hours ordinary per day on the job, plus usual service and travel time. Friday they will work 6 hours on the job, then travel to camp /town.

Short Week (RDO Week)

Monday, Tuesday, Wednesday, Thursday, 8 ½ hours per day on the job, plus usual service and travel time Friday (RDO).

RDO will not apply to Parks and Gardens and Plumbers.

2.19 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 GSA must be renegotiated.
6. The GSA would alter the terms and conditions of this agreement.

2.20 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 affected staff will be consulted prior to implementation.
- b) Management will implement and support procedures to optimise co-ordination and communication between functional areas.

2.21 T.O.I.L. (Time Off In Lieu)

Overtime worked may be accrued at the employees option and taken as Time Off In Lieu at a time mutually agreeable to both parties. Time Off In Lieu to accrue at normal time, which is that one hour worked for overtime purposes will translate to one hour for Time Off In Lieu.

2.22 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.

The parties agree through consultative processes to the development of benchmarks and key performance indicators with a view to having benchmarks and key performance indicators fully implemented at the commencement of the next Enterprise Bargaining Agreement.

3 PART 3

3.1 Signatories

Signed for and on behalf of **Quilpie Regional Council**..... Peirce Edwards (Mayor)
In the presence of Monica James JP

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

Signed for and on behalf of the Federated Engine Drivers' and Firemens'
Association of Queensland, Union of Employees Michael Ravbar
In the presence of:..... Lisa Noyes

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland Michael Ravbar
In the presence of:..... Lisa Noyes

Schedule A Wages Schedule

Local Government Employees (Excl. Brisbane City Council) Award State			
Classification	EBA - 10/11/08	EBA - 9/11/09	EBA - 8/11/2010
Level 1 - Less than 6 months	676.40	710.20	745.70
Level 1 - After 6 months	687.40	721.80	757.85
Level 2 -	698.45	733.35	770.00
Level 3 -	709.45	744.95	782.20
Level 4 -	720.60	756.60	794.45
Level 5 -	733.75	770.40	808.95
Level 6 -	755.90	793.70	833.35
Level 7 -	777.95	816.85	857.65
Level 8 -	797.95	837.85	879.75
Level 9 -	820.00	861.00	904.05

Engineering Award - State 2002			
Classification (Level)	EBA - 10/11/08	EBA - 9/11/09	EBA - 8/11/10
C14	634.30	660.00	699.30
C13	652.00	684.60	718.85
C12	675.85	709.65	745.15
C11	698.00	732.90	769.55
C10	733.75	770.40	808.95
C9	755.90	793.70	833.35
C8	777.95	816.85	857.65
C7	797.95	837.85	879.75
C6	842.15	884.30	928.50
C5	863.70	906.90	952.20
C4	886.40	930.70	977.20
C3	930.55	977.10	1025.95
C2 (A)	952.75	1000.35	1050.40
C2 (B)	992.70	1042.30	1094.45

Building Trades Public Sector Award - State			
Level	EBA - 10/11/08	EBA - 9/11/09	EBA - 8/11/10
BW 1 (A)	665.25	698.50	733.45
BW 1 (B)	678.50	712.45	748.05
BW 1 (C)	687.00	721.35	757.40
BW 1 (D)	698.00	732.90	769.55
BW 2	713.90	749.60	787.10
Trade BT 1	733.75	770.40	808.95
Trade BT 2	755.90	793.70	833.35