

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Blackall - Tambo Regional Council Certified Agreement 2008-2011

Matter No. CA/2009/6

Commissioner Thompson

3 February 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 3 February 2009 the Commission certifies the following written agreement:

Blackall - Tambo Regional Council Certified Agreement 2008-2011 – CA/2009/6

Made between:

Blackall - Tambo - Regional Council (ABN 42 062 968 922)

AND

Employees of Blackall-Tambo Regional Council.

The Australian Workers' Union of Employees, Queensland and the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees became bound by the agreement pursuant to s. 166(2) of the Industrial Relations Act 1999.

The agreement was certified by the Commission on 3 February 2009 and shall operate from 3 February 2009 until its nominal expiry on 30 June 2011.

This agreement cancels the following:

Blackall Shire Council - Certified Agreement (State) 2005 (CA/2005/400)

Tambo Shire Council - Certified Agreement 2005 (CA/2005/115)

Blackall Shire Council - Certified Agreement (Federal) 2005 (AG2005/4851)

Tambo Shire council - Certified Agreement (Federal) 2005 (AG2005/3301)

By the Commission.

Commissioner Thompson

1. Title

This agreement shall be known as the Blackall – Tambo Regional Council Certified Agreement 2008 - 2011

2. Arrangement

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3. Definitions

Award

The Awards set out in Clause 4.

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. Application

This Agreement applies to employees in the works and administrative roles, where relevant. However, this Agreement will not apply to:

- any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment where that contract states Pursuant to clause 6.5 or 6.6 of the Queensland Local Government Officer Award 1988, that the award will not apply to the employment terms and conditions applicable to the employee, and
- employees of the Tambo Child Care Centre.

Relationship to Parent Awards

The terms and conditions of the relevant awards listed below, and as in force immediately preceding certification of this agreement, shall apply unless excluded or modified as an expressed term of this Agreement:

- Queensland Local Government Officers Award 1998 (transitional);
- Local Government Employees (excluding Brisbane City Council) Award – State;
- Engineering Award – State;
- Building Trades Public Sector Award – State; and

From the date of operation of this agreement, all other workplace agreements will cease to exist. The exception to this will be LAWA's attached or developed throughout the life of this agreement, as schedules to this agreement.

5. Parties Bound

The parties to this Agreement are Blackall – Tambo Regional Council and its employees

6. No Extra Claims

There will be no extra claims pursued by the parties during the life of this Agreement.

7. Date and Period of Operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the date of certification and shall have a nominal expiry date 30 June 2011.

8. Purpose and Objectives of the Agreement

Objectives of Agreement

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. Accordingly it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.

- Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- Commit to maintaining a healthy and safe work environment.
- Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between employees and Management and to implement this agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of Management representatives and employee representatives. Management representatives consist of the Chief Executive Officer and any manager(s) nominated by the Chief Executive Officer and the employee representatives will be elected by the employees.(preferably an admin. Stream & a works stream employee from both Blackall & Tambo) branches.

Consultative Committee

The implementation of this agreement is the responsibility of the Executive Management Team.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end a Consultative Committee shall be established and shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between the parties to this agreement.

- The Consultative Committee shall meet at least half yearly for the purposes of monitoring the implementation of the reforms set out in the Agreement, evaluate any performance indicator established under the Agreement and to discuss any issues arising from the Agreement.
- The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs.
- The Enterprise Bargaining Team will, after the certification of this agreement, become the Consultative Committee.

9. Dispute Settlement/Resolution

The following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement. In circumstances where Council's issues resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the QIRC for conciliation and, where appropriate, arbitration

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:

At the workplace

Despite any dispute in relation to the operation of this Agreement, work shall nevertheless continue in the usual manner whilst the following procedures are carried out, except where there is a genuine risk to health and safety. An employee must comply with any reasonable directive given by her/his manager to perform alternative work, either at the same or another workplace. Work must be appropriate for the employee to perform. Queensland workplace health and safety laws shall apply.

- Discussions shall occur within 48 hours of the issue arising, between the employee concerned, and if the employee requests, the employee's representative, and the employee's immediate supervisor
- If the matter is not resolved either party may refer the matter for discussion with the employee and the employee's representative, if requested, and Council's delegated representative at a time mutually agreed
- If the matter remains unresolved, then the dispute may be referred to the Queensland Industrial Relations Commission (QIRC) for it to be conciliated and/or arbitrated, however every effort should be made to resolve the dispute within Council.

QIRC

Once referred to the QIRC the parties are bound by the outcome.

10. Types of Employment

Full Time

The Queensland Local Government Officers Award 1998 (Officers Award – which is now taken to be a state award) provides for 36.25 hours per week, the Local Government Employees (excluding Brisbane City Council) Award – State 2003 (State Award), the Engineering Award – State 2002 and the Building Trades Public Sector Award – State 2002 provide for 38 hours per week.

Part Time

The Officer's Award (now taken to be a state award) provides for hours to be worked less than normal weekly hours specified for full time Officers and a pattern of work to be agreed on engagement.

The State Award and the Building Trades Public Sector Award – State 2002 provides for more than 10 but less than 38 per week to be worked and employment to be on pre-determined days of the week for a regular number of hours. The Engineering Award – State 2002 provides for employment for a regular number of hours averaging less than 38 per week.

For the purpose of this agreement;

- Part time employment is to be based on a regular number of hours averaging less than 38 per week or 36.25 (whichever award applies).
- The parties agree that ordinary hours may be varied to take into account operational demands and requirements without incurring penalties.

Casual

The Officers Award (now taken to be a state award) prescribes employment on an hourly basis with a minimum engagement of 3 hours. The State Award provides: Upon engagement, a weekly or casual basis of employment must be stipulated with a 3 hour minimum on each engagement. Also a 2 hour minimum engagement applies to employees engaged in hospitality, cemetery, cleaning or caretaking. Under the Engineering Award casuals are engaged and paid on an hourly basis. Under the Building Trades Award, employees are employed by the hour for less than the maximum ordinary hours per week prescribed for a full time employee.

For the purpose of this agreement all casual employees will be on the conditions of the Officers award.

11. Hours of Work

Council operations include both a 9 day fortnight (76 Hours) for Works staff and a 19 day month(145 Hours) for Admin. staff enabling staff to have a Rostered Day Off, however, depending on operational requirements a different work cycle may be agreed upon.

Works Staff

It is agreed the spread of hours shall be 5.00am to 8.00pm Monday to Friday. The maximum number of daily hours shall not be exceeded without overtime rates applying as per the relevant award.

For major projects, where it is essential that Council's workforce be competitive with any outside contractors, a spread of times and days to be worked shall be by mutual agreement to give flexibility to the workforce. This flexibility is not to be unreasonably withheld.

Ordinary hours may be spread over seven (7) days.(Penalty rates would apply as per the relevant award)

The parties agree to consider for example;

- arranging working days over an extended period to accommodate peaks and troughs in workloads or climatic weather patterns
- early starts with long midday break and late finish in summer or
- extended days in the dry season and shorter days or maintenance work in the wet season.

Important principles behind the flexible working arrangements are:

- Such arrangements meet operational requirements;
- Written agreement has been obtained from affected employees

- Approval has been obtained from management

Flexible Working Arrangements/Practices & Modernisation

In addition to the flexible working arrangements available within this agreement to support work and family harmony, the parties agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

The parties are committed to modernising the terms of the agreement so that it provides for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the operation of the new Regional Council.

The parties commit themselves to the following principles:

- Acceptance in principle that new structures may be more suitable for the needs of Council, reflecting the different skill levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
- The parties will create a genuine career path for employees which allows advancement based on skill/qualification acquisition, use of such skills/qualifications and the requirement to perform functions.
- Co-operation in the transition from current structures and definitions to new structure without creating false expectations or disputation.

Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote de-skilling.

Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

The parties agree that there is a need to address workplace efficiencies, effectiveness and services so that Council and its employees improve their future efficiency and effectiveness.

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees.

Rostered Days Off (RDO)

Works Staff

Employees associated with the Works Department of Council operations will work a nine (9) day fortnight cycle. This work cycle will provide a rostered day off each fortnight.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to, employees may bank up to three (3) days to be used during the Xmas closedown.

Also, upon the request of an employee or management representative, a rostered day off can be reallocated to a different day with the agreement of a majority of staff within a work group. This decision would then apply to all staff within the work group.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances.

Administrative Staff

Employees associated with the Administrative Department of Council operations will work a nineteen (19) day month. This work cycle will provide one (1) rostered day off each four (4) weeks of work.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to employees may bank up to three (3) days to be used during the Xmas closedown.

Also, banked RDO's may be taken at any other time subject to agreement between the employee and supervisor. All RDO's will be available when required subject to employees giving at least one (1) weeks notice in writing to their supervisor and provided that Council operations and provision of services are not interrupted or rendered less efficient or more costly.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances.

Local Area Work Agreements (LAWA)

Unless specifically mentioned in a schedule to this agreement all LAWA's (both verbal and written) registered or otherwise will be deemed not to exist from the date of operation of this agreement.

The parties agree that it is appropriate to provide for a process that enables workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup or task(s) in hand.

Where the employees to be directly effected and Council mutually agree on the need for such flexible working arrangements the following process shall be applied;

- the employees directly effected and local management shall consult and agree on the arrangements to be implemented, which shall be documented. Employees may consult with their nominated representative(s) prior to finalising the arrangements.
- the agreement shall be presented to the Consultative Committee for endorsement prior to implementation.
- for the purpose of this agreement, the provisions within the LAWAs attached as part of this certified agreement shall prevail above those of this agreement where there is conflict.
- all LAWAs' shall form part of this agreement and be appended to this document.

12. Remuneration & Benefits

Equalisation

On certification of the agreement all employees of Blackall-Tambo Regional Council will be paid the rate of pay equivalent to \$70 above the award weekly rate. This will be an all purpose payment i.e. it will count towards superannuation, and will be the new base rate for o/time, penalty payments etc...

Payout of Sick Leave Clause

Also on certification of the agreement employees of the previous;

- Tambo Shire Council will be paid an amount equal to 25% of unused sick leave entitlements accrued with and from commencement with Tambo Shire Council, must have at least two (2) years continuous service with Tambo Shire Council and will no longer be eligible for any payout of unused sick leave entitlements on termination,
- Blackall Shire Council will be paid an amount equal to 25% of unused sick leave entitlements accrued, after 16 February 1999, with and from commencement with Blackall Shire Council, must have seven (7) years service with Blackall Shire Council and will no longer be eligible for any payout of unused sick leave entitlements on termination or death (sick leave taken since 16 February 1999 will be debited in the first instance against sick leave accrued prior to 16 February 1999),
- Employees who are paid this one-off amount will have their accrued sick leave reduced by 25%,
- Employees may choose to salary sacrifice this one-off payment to superannuation(refer to salary sacrifice clause below)

Salary Increase

Employees will receive the following pay increases. These overaward payments shall be maintained at these levels by the payment of award safety net adjustments handed down by the Queensland Industrial Relations Commission during the life of this agreement

On 1 July 2009 all employees of Blackall-Tambo Regional Council will be paid the rate of pay equivalent to \$75 above the award weekly rate. Also subject to the workforce achieving the performance indicators outlined in this agreement, from 1 July 2009 all employees of Blackall-Tambo Regional Council will be paid an additional \$5 per week to the rate of pay equivalent to \$80 above the award weekly rate, under the same terms as above.

On 1 July 2010 all employees of Blackall-Tambo Regional Council will be paid the rate of pay equivalent to either \$80 or \$85 above the award weekly rate (depending on rate of pay applicable as at 30 June 2010) above the award weekly rate. Also subject to the workforce achieving the performance indicators outlined in this agreement, from 1 July 2010 all employees of Blackall-Tambo Regional Council will be paid an additional \$5 per week to the rate of pay equivalent to either \$85 or \$90 above the award weekly rate (depending on rate of pay applicable as at 30 June 2010) under the same terms as above.

Achieving the performance indicators is defined as achieving a 75% majority as outlined in clause 18.

Salary Packaging/Salary Sacrifice

Employees may take their salary or wages by means other than money by way of an agreement that allows for salary sacrifice with respect to:

- Employees' compulsory Superannuation contributions and/or additional Employee Superannuation contributions payable to the Local Government Superannuation Scheme.
- A total of three (3) allowable items may be salary sacrificed at any one time. Council reserves the right to not approve the salary sacrificing of any item if it believes the arrangement may be called into question by the Australian Taxation Office
- Salary sacrifice will be at the Employee's election.

The salary for Superannuation purposes applying to the employee shall comply with current taxation and Superannuation rules guidelines. The Employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have been advised to seek advice from an appropriately qualified financial advisor

The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.

Broad banding

The positions of Foreman in the two works units located in Blackall (currently level 3) & Tambo (currently level 4) and the position of Foreman (new position) in the Plant/Workshops unit in Blackall will be broad banded into level 3-4 positions. Employees who are appointed to these positions will have the opportunity to advance based on qualifications and experience. Council will establish the criteria for advancement from level 3 to level 4.

Same job – same level

With the amalgamation of the Blackall Shire Council and the Tambo Shire Council to form the new Blackall-Tambo Regional Council it has become apparent that there are a number of anomalies in classification levels for like positions between the previous Councils.

Within the first six (6) months of this agreement, Council will review the position roles and levels of like positions between the previous Councils with a view to equalization across Council. Council agrees that if any positions identified as a result of this process are to be classified higher, then the incumbent employee will be directly appointed and paid at the higher rate from date of certification of this agreement.

Classifications/Position Descriptions and Salary Increments

Classification

Council positions are classified in accordance with the level definitions provided for in the relevant Awards. Position descriptions shall be used as the primary source of classifying positions.

Position Descriptions

Council will provide to each employee a position description which should ideally clearly and accurately identify:

- (i) The position purpose.
- (ii) The responsibilities of the position.
- (iii) The skills, knowledge, experience, qualifications and/or training required.
- (iv) The organisational relationship of the position.
- (v) The safety requirements/responsibilities.
- (vi) The accountability/extent of authority of the position, or

as a minimum:

- (i) The position purpose.
- (ii) The position responsibilities.
- (iii) The organizational relationship of the position.

Salary Movement (employees covered by officers award)

Movement to the next highest salary point within a level will be by annual increment subject to satisfactory service for the previous twelve months in accordance with a Performance Management System developed by the Council in consultation with employees.

Allowances

The agreement may contain a range of ability and disability allowances and expenditure reimbursements either derived from allowances listed in the relevant awards or agreed by the parties.

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 applying to all employees will be whichever is the greater of the LG officers award and the LG employees award.

Clothing Allowance

Works Staff

Council will provide to all Works Staff required to wear corporate clothing the following items as an initial issue:

- Five (5) safety shirts;
- One (1) hat for sun protection;
- One (1) jacket suitable for winter wear;
- Two (2) pairs of overalls or five (5) pairs of long trousers for Workshop Staff;
- One (1) pair of safety boots to a maximum value of \$150;
- One (1) pair tinted safety glasses.

These items of above clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/damaged items to the Depot.

Employees provided with the corporate clothing are required to wear the corporate clothing on all occasions during work periods.

Administrative Staff

If Council requires their administrative staff to wear a Council approved uniform, such administrative staff will purchase the approved uniform and charge the purchases to Council up to a value of \$450.

In the initial purchase of a corporate uniform approved by the new Regional Council, the Chief Executive may authorize an amount greater than the \$450 up to \$750.

This allowance will only apply to permanent full-time employees and on a pro-rata basis for permanent part-time employees.

13. Miscellaneous Conditions

Higher Duties

The provisions of the Officers Award (now taken as a state award) refers to 'wholly and mainly' for more than one day and the State Award refers to 'primarily engaged' for more than 4 hours on any one day.

In an acknowledgement that Council expects some of our employees to undertake higher duties to assist with Councils operations, each employee who performs higher duties will be paid at the higher rate for the actual hours worked. If an employee was to work more than four hours at a higher level then they will be paid for the whole shift.

Employee Development/travel/accommodation

Council is committed to training staff and developing a more highly skilled and flexible workforce. Training and skill development, where possible, is to be carried out in normal working hours, and where possible travel will be undertaken during normal business hours.

All reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties shall be reimbursed, and no employee will suffer from loss of pay. In some instances, the travel cost associated with the training far out ways the benefits of such training, and will be at Council discretion.

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such travelling time at ordinary rates Monday to Friday inclusive and at time and a half on Saturdays, Sundays and Public Holidays, provided that such payment shall not exceed the ordinary hours on any day.

However if an employee attends a conference/seminar which is approved by Council, but not essential to the employees role, and travel to the conference/seminar requires the officer to travel outside of normal working hours, such travel may be undertaken on the officer's own time; that is, no labour cost will be incurred by Council by the travelling outside of normal working hours. Council will be responsible for all reasonable costs associated with the accommodation/bus fares/airfares/motor vehicle costs/meals, etc. of the employee attending the conference/seminar.

Live Sewerage

Employees required to work under conditions where they are exposed to effluents from sewers, septic tanks or employees required to enter sewerage wet wells, live sewers and septic tanks shall be paid for all time worked under such conditions at the rate of single time in addition to the rate otherwise payable.

For the purposes of this paragraph 'exposed to effluents from sewers, septic tanks' shall include where an employee, in the course of his/her duties, comes into physical contact with the effluents, or where the employee has to work in places where such effluents have been.

Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

Where there is an aerial connection with a sewer or septic tank the live sewer rate shall not apply.

Wet Weather

Meaningful work shall be carried out during wet weather. Supervisors shall maintain a register of suitable works that can be carried out during wet days so that time is not lost in allocating appropriate work.

In the event it is too wet to work and no meaningful work can be done, one day per month shall be taken, if required, as an RDO. One days notice is to be given that a specific day is to be taken as an RDO, and the designated day for the RDO shall then be worked as a normal working day. A maximum of 5 wet days per year can be converted to an RDO.

In the event that a wet day is taken as an RDO, Supervisors shall have the discretion to permit an employee to work the RDO provided that meaningful work can be performed.

For this clause meaningful work includes alternate duties which are considered to be within the capabilities of the employee and may also include skill enhancement and other training initiatives.

Service Time

If plant and vehicle Service Time is not worked or is carried out during ordinary working hours, Service Overtime is not to be claimed or paid.

Employment Security/Use of Contractors

The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.

Such steps shall include measures to increase the security of employee's employment, however, the parties recognise that the Council will require the use of contractors to carry out council work.

- Council's permanent full time employees will always be given first preference to higher duties positions over contractors, operations permitting.
- Council will use contractors where the work volume is beyond the capacity of Council resources or existing staff.
- Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- Contractors will also be used in circumstances where it is more cost effective to deliver quality services.

- Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

The use of contractors/labour hire personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

14. Leave

Bereavement Leave

Employees may be granted up to a maximum of five (5) days off work upon the death of an immediate family member (as defined by the award). These five (5) days shall be comprised of two (2) days Bereavement leave, on each occasion, plus part of their leave entitlements to a maximum of three (3) days with sick leave entitlements being accessed first.

Employees may be granted up to two (2) days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by the award).

The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the Chief Executive Officer or the completion of a statutory declaration, if so requested.

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

Annual Leave

Employees shall be permitted to take Annual Leave at any time during the year by arrangement with the appropriate Supervisor.

Annual Leave due shall be taken within two (2) years of the due date unless Council approves accrual beyond two (2) years.

Long Service Leave

From certification of this agreement long service leave rules will apply equally to all employees and will be as follows:

- Thirteen weeks paid long service leave after completing 10 years of continuous service; and
- A further 13 weeks after a further 10 years of service.
- An employee shall be paid pro-rata long service leave after 7 years continuous service.

Prior to certification of this agreement the long service leave rules were as applicable at the time.

Sick Leave

Entitlement under the Officers Award allows for an accrual of a greater number of days (12 in year 1 and 15 in subsequent years) per each year of service compared to the number of hours (60.8) allowed per each year of service under the Employees Award.

From certification of this agreement sick leave rules will apply equally to all employees and will be as follows:

- Sick leave accruing at one (1) day's leave for each month of employment in the first year to a total of 12 days;
- 15 day's sick leave will be available per annum in the second and subsequent years of service;
- For calculation purposes 1 day is defined as 7.25 hours for employees under the Officers award and 7.6 hours for employees under the Employee's award and the other state based awards;
- The operative date for the purpose of this clause is the date of certification of this agreement for employees of Blackall – Tambo Regional Council covered by the Employees award.

Prior to certification of this agreement the sick leave rules were as applicable at the time.

Emergency Services

When an employee, who is a member of an emergency service agency, is required to be absent from work to assist or undertake emergency work, the employee shall be allowed leave with pay equivalent to the ordinary time pay for the period agreed to by Council. This leave shall not place any responsibility on Council as to the conduct of or work undertaken by an employee on such leave. Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by Council and such leave will be recognized for the accrual of entitlements.

Time Off In Lieu (TOIL)

Overtime can only be worked with the prior approval of Management. Any overtime worked by employees covered by this agreement shall be paid at the appropriate penalty rate. Provided, however, where the employee elects to take time off in lieu of such overtime, and the employer agrees, he/she shall be allowed time off duty the number of hours worked on overtime.

Such time off shall be on a one for one basis, paid at the ordinary time rate of pay, and shall be taken at a time mutually agreed between the parties.

Time off in lieu of overtime shall be given and taken within 28 days of the occurrence of the overtime. Where time off in lieu is not granted by the Council within the prescribed period, the time off shall be added to the employee's annual leave.

15. Annual Closedown

It is the intention of Council to have an annual close down for all, apart from essential services, Council operations over the Christmas/New Year period.

Employees will be required to take annual leave over this period.

16. Superannuation

For the purpose of this agreement the parties have agreed that pursuant to the Federal Government choice of fund legislation the approved fund shall be the Local Government Superannuation Fund (LG Super).

Council, on behalf on employees, shall pay into the approved fund superannuation payments at least at the minimum prescribed by the *Local Government Superannuation Act 1985*.

This agreement binds Council to pay such superannuation payments only into the approved fund on behalf of all employees both current and future for the life of the agreement. This agreement further binds all employees both current and future to have superannuation payments paid into the approved fund on their behalf for the life of the agreement.

17. Payment of Salaries/Wages

It is agreed that salaries & wages will be paid on a weekly cycle. The current cycles are – Weekly for Tambo & Fortnightly for Blackall.

18. Performance / Productivity Measures (weighting 100%)

The parties agree that existing productivity and customer service must be improved. Key Performance Indicators (KPIs) have been established to monitor progress toward the achievement of critical business goals of the Council. KPI data will be reviewed regularly by the Workplace Consultative Committee to assess achievement of performance targets. Outcomes from this review and subsequent changes (if required) will form part of the ongoing process of continuous improvement. A summary of KPI data will be provided to all employees.

If the employees covered by this agreement achieve a 75% majority of the performance indicators set out below, they will receive the additional salary increases as outlined in clause 12.

Workplace Health & Safety (weighting 25%)

Aside from its statutory obligations, the Blackall-Tambo Regional Council is committed to the promotion of a safe and healthy working environment for all employees. The Council has employed a qualified Workplace Health and Safety Officer, has adopted a Workplace Health and Safety manual and is active in the area of Workplace Health and Safety through the work of the Workplace Health and Safety Committee. Satisfaction of the following would indicate an appropriate level of performance for the activities:-

- That the WPH&S Committee meets at least six times a year.
- That all employees continue to maintain a commitment to Workplace Health & Safety and such commitment will be verified with continual improvement by way of audit.
- That 90% of site safety inspections carried out by the Workplace Health & Safety Officer be categorised as 90% complying.
- That no fines or breaches of the WHS Act be issued.

- That lost time injury frequency rate not exceed XX % in any one financial year.(XX % to be agreed upon by the Consultative Committee)

Quality Assurance (weighting 25%)

The Council has implemented for its road works operations a quality system based on the requirements of AS/NZSISO9002. This system is currently certified on second party audit by the Main Roads Department. The Main Roads Department certification is valid for a period of three years. Each year the Main Roads Department conducts a compliance audit to assess the annual status of the system. In addition, the Council conducts its own program of internal audits. Maintenance of the system and second party certification for Main Roads is critical to the ongoing success of the Council's Road Works operations. Satisfaction of the following indicators would indicate an appropriate level of performance for this activity:-

- That recertification is achieved every three years on first attempt.
- That annual compliance audits by Main Roads Department are passed on first attempt.
- That employees continue to embrace the Quality Assurance concept and participate in the continued implementation and development of the system.
- That the Quality Management Committee meets quarterly.
- That 95% of action requests be satisfactorily resolved within seven (7) working days of date that the action request has been lodged. (Provision) Where for the reason outside of the control of Council staff, an action request cannot be dealt with, then the action request may be referred to the Chief Executive Officer who shall give consideration to exclude this action request.
- That Council conducted program of internal audits are either passed first time or rectifiable actions taken within seven (7) working days.

Stores (weighting 10%)

Council operates a store and such a system should balance at all times. As an audit requirement Council is committed to improving the current procedures within the store to ensure compliance. To improve the stores system, Council has employed a storeperson. To achieve this, stores will be measured by the number of inconsistencies in the stocktake. The maximum number of inconsistencies in the stocktake will be less than 2.0% of the total number of store items can be out of balance.

Plant Revenue (weighting 20%)

Council derives considerable revenue from the hire of plant/machinery. This revenue supplements the revenue raised by rating of shire residents. To ensure that Council is efficiently operating its plant/machinery operations a performance indicator to reflect same has been implemented. To achieve this, plant/machinery will be measured as a percentage of revenue over expenditure (excluding depreciation) which is currently 2.0% and a variation of + or -5% will be allowed.

Absenteeism (weighting 10%)

Absenteeism can contribute to inefficiencies in Council activities and it is desirable to strike out absenteeism. Any measures in respect to absenteeism should not prejudice the use of sick days by employees who have genuine or valid medical reasons for taking such leave.

The performance indicator (measured over the immediate past 12 months on a monthly basis) is based on the average number of hours of sick leave taken by all employees (excluding trainees) covered under this agreement. The indicator is set at the equivalent of six (6) days per person.

Note: Family/Carers leave deducted from sick leave entitlements shall not be counted towards the indicator.

Annual Leave Accrual (weighting 10%)

The number of employees whose annual leave accrual exceeds two (2) years entitlement must not exceed five (5) employees at the end of any financial year.

Performance Appraisals(weighting 10%)

(to commence 1 July, 2009 following development of PD's and performance process)

Number of performance appraisals not completed on time must be less than ten (10%) percent of total to be done each financial year.

Note: from 1 July 2009 the weighting for workplace health & safety and quality assurance will both reduce by 5% to accommodate performance appraisals.

19. Schedule 1 – Local Area Work Agreement(s) (LAWA)

The Consultative Committee will monitor and review all LAWAs.

SCHEDULE OF RATES

(NOT SUPPLIED ON DISK)

Signed for and on behalf of Blackall Tambo Regional Council (ABN 42 062 968 922)

Ken Timms - Chief Executive Officer

Date: 14/1/09

In the presence of – Amanda Schulze

Date: 14/1/09

Signed for and on behalf of the employees of Blackall Tambo Regional Council

Sharynn Lynn Brigg - Employee Representative

Date: 14/1/09

William Peter Dallas - Employee Representative

Date: 14/1/09

Harold Arthur Jarvis - Employee Representative

Date: 14/1/09

Jodie Maree Richardson - Employee Representative

Date: 14/1/09

Darren Steven Webb - Employee Representative

Date: 14/1/09

Donald Thomas Wheeler - Employee Representative

Date: 14/1/09

In the presence of – Amanda Schulze

Date: 14/1/09