

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Paroo Shire Council - Outside Staff Certified Agreement 2010

Matter No. CA/2010/16

Commissioner Thompson

19 November 2010

CERTIFICATE

This matter coming on for hearing before the Commission on 19 November 2010 the Commission certifies the following written agreement:

Paroo Shire Council - Outside Staff Certified Agreement 2010 – CA/2010/16

Made between:

Paroo Shire Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
Transport Workers' Union of Australia, Union of Employees.

The agreement was certified by the Commission on 19 November 2010 and shall operate from 19 November 2010 until its nominal expiry on 19 November 2013.

This agreement replaces the Paroo Shire Council State Certified Agreement 2005 (CA/2005/234).

By the Commission.

Commissioner Thompson

PAROO SHIRE COUNCIL - OUTSIDE STAFF CERTIFIED AGREEMENT 2010

1. Title

This agreement shall be known as the Paroo Shire Council – Outside Staff Certified Agreement 2010.

2. Arrangement

PAROO SHIRE COUNCIL - OUTSIDE STAFF CERTIFIED AGREEMENT 2010

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3. Parties Bound and Application

This Agreement shall be binding upon the Paroo Shire Council and employees and the

- The Australian Workers' Union of Employees Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
- Federated Engine Drivers' & Firemens' Association of Queensland, Union of Employees;
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

4. Definitions

The following generic definitions apply in this Agreement:

Single Bargaining Unit	Means representatives of each of the unions having award coverage within the Council (with a minimum of a representative from each of the four principal unions) elected by the members of each union.
Enterprise Bargaining Team	Nominees from the Single Bargaining Unit (with a minimum team of representatives from the four principal unions) together with the representatives of management.
Principle Unions	Description
AWU	The Australian Workers' Union of Employees Queensland;
TWU	Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
FEDFA	Federated Engine Drivers' & Firemens' Association of Queensland, Union of Employees;
CFMEU	The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
AMWU	Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

5. Date and Period of Operation

This agreement shall operate from the date of certification of the agreement by the Queensland Industrial Relations Commission and shall remain in force for a period of three (3) years.

The Parties agree that negotiations to review this agreement shall commence six months prior to the expiration of this agreement.

6. Relationship to Parent Award

This Agreement shall be read wholly in conjunction with the following Awards.

- Local Government Employees' (excluding Brisbane City Council) Award - State 2003;
- Building Trades Public Sector Award – State 2002; and
- Engineering Award – State 2002.

Provided that where there is an inconsistency between this Agreement and the aforementioned parent Award, this Agreement shall prevail to the extent of the inconsistency.

7. Objectives

(a) The parties to this agreement recognize that the Agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the workplace.

(b) The objectives of this Agreement are:

- (i) Participation by Council, management, employees and their unions in the continuous Improvement process, particularly in the development of more efficient work practices and quality improvement.
- (ii) Use of Council's best endeavours to maintain employment security for all current employees.
- (iii) Increase both accountability and responsiveness to the community and deliver significant benefits to the customers of the Council.
- (iv) Develop a team approach and a more co-operative working environment.

- (v) Provide for employee's job security and in this regard Council will endeavour to maintain the current workforce for the duration of this agreement, notwithstanding the above, however, matters outside Council control, such as cuts in external funding or changes to legislation, or Government policy may result in the need to reduce staff levels. In this event Council commits to consult with effected staff and unions prior to any reductions in staff numbers.

8. Prevention and Settlement of Disputes

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.

Any employee or employees with a grievance or complaint regarding the application of this agreement will in the first instance raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.

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 relevant union.

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

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

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 relevant union from making representations to each other at any stage in this procedure.

9. Communication Matters

- a. While acknowledging the right of the elected Council to determine policy, once that policy has been laid down there will be consultation with all levels of staff and unions in relation to implementation.
- b. Where there is policy change within the organisation there will be consultation before implementation.
- c. It is agreed that management will implement and support procedures to optimise co-ordination and communication between functional areas.
- d. The Enterprise Bargaining Team shall continue to function, following registration of the Agreement, to monitor its operation and provide feedback to the parties.

10. 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 form the membership of the LGEG which has negotiated this agreement and will monitor and implement this agreement.

11. Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between unions and management and to implement this agreement, an Enterprise Bargaining Team ("EBT") has been established as per the definition. Union representatives on the EBT are elected by and from the SBU and are responsible to the SBU. The management representatives are appointed by and are responsible to the Chief Executive Officer and Council.

12. 9 Day Fortnight

All employees of the Paroo Shire Council are eligible for a nine day fortnight.

- a) Hours of work – Outside staff 7.00am to 4.27pm, 1 hour lunch i.e. 8 hours 27 minutes per day;
- b) Scheduling to take into account Council Works Programs;
- c) Scheduling to take into account significant cultural or community events.

13. Flexible Hours

Hours of work, within the normal span of hours, are to be flexible within the terms of the relevant Awards and able to be negotiated between Gangs, Foremen and the Overseer and written notification of such arrangements given to either the Shire Engineer or the Chief Executive Officer for approval prior to implementation.

In the case of larger projects, a site specific agreement will be negotiated.

Flexible working hours within the normal span of hours for individuals who wish to obtain some time off on a single day for personal reasons will each be considered on merit by the relevant supervisor and notification of implementation given to either the Shire Engineer or the Chief Executive Officer.

14. Site Specific Arrangements (SSA)

The parties agree to investigate SSA and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

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 and unions.

Further implementation of flexible conditions will be subject to operational requirements, employee support and cost to the Council. Increased flexibility will occur by agreement between Council and employees in a section or sections of work, or individual employees, and if requested their nominated union official or other representative. Local flexibility can be reached involving the following provisions:

- (i) Span of ordinary hours;
- (ii) Rostering and work cycles;
- (iii) Roster breaks;
- (iv) Timing of rest pauses, meal breaks and annual leave; and
- (v) Other matters as elected by the employee and approved by the CEO.

Procedure for Reaching Agreement

Negotiation for a SSA will be initiated by written request and provided to all potentially affected members. Such a request is to provide all necessary information pertaining to the proposed SSA including the following:

- (i) The issues identified or conditions to be addressed;
- (ii) Proposed commencement date of SSA;
- (iii) Proposed trial and or sunset arrangements;
- (iv) An indication whether the SSA will affect or have implications for areas within Council outside the specific area that the SSA will apply to; and
- (v) Any other relevant matter.

Following a request for a SSA, a transparent and participatory process is to be implemented. This process is to involve all affected parties in the negotiation, and will, at least, include the following:

- (i) Identification of performance objectives;
- (ii) Review and selection of appropriate work design and work methods; and
- (iii) Implementation and review of the changes at an agreed time.

A majority of employees affected by the SSA must vote in favour of it to be accepted. A majority is deemed to be 75% plus 1. Where more than one-third (1/3) of original employees who voted for the SSA leave that work area then the SSA must be renegotiated. When a majority agreement is reached, the SSA is to be forwarded to the Chief Executive Officer and Branch Secretary of the relevant Unions for endorsement. All SSA's are to be recorded in writing.

It is agreed that when the SSA has been endorsed, it shall have effect and may be implemented. A party may seek to terminate the SSA by providing one month notice in writing.

15. Spread of Ordinary Hours

Spread of ordinary hours to be between 5 am to 7 pm, Monday to Friday.

16. Annual Leave

The following annual leave arrangements will apply to the outside workforce, with the exception of those employees involved in providing a skeleton staff to maintain Council's services during the Christmas/New Year and Easter breaks.

- i. A minimum of two week's annual leave to be taken over the Christmas/New Year period;
- ii. A minimum of one week's annual leave to be taken at Easter time;
- iii. Any remaining annual leave to be taken at the employee's discretion in minimum periods of a single day and to be taken when mutually convenient to both the employee; and employer with reasonable prior notice (i.e. minimum of seven (7) working days) to be given.

17. Long Service Leave

As from the fourth of November 1996, an employees' entitlement to Long Service Leave shall be as per the Local Government Officers Award. Long Service Leave can be taken in minimum periods of one week.

18. Sick Leave

Outside Staff – Shall accumulate sick leave on the basis of 10 days per calendar year.

Revised sick leave accruals will take effect from the date of the successful vote on this agreement.

19. Sick Leave Bonus

A bonus equivalent to three days wages will be paid annually to those employees who have taken four days or less sick leave during the preceding twelve months, based on a standard calendar year (1st January - 31st December).

20. Bereavement Leave

All parties agree that up to five (5) days paid bereavement leave shall be allowed. Such leave is to allow for the time required to travel to funerals of relations as listed below,

Wife	De facto wife	Husband	De facto husband
Father	Mother	Father-in-law	Mother-in-law
Brother	Sister	Half-brother	Half-sister
Step-brother	Step-sister	Step – Father	Step-Mother
Step-Son	Step-Daughter	Son-in-law	Daughter-in-law
Grandfather	Grandmother	Grandchild	Son
Brother-in-law	Sister-in-law	Daughter	Same sex partners

and shall be allowed on the following basis:

0 – 250 kms	3 days
251 – 500 kms	4 days
Greater than 501	5 days

21. Work Cover top up payments

It is agreed between parties that where employees are receiving Work Cover payments, after six months of receiving Work Cover payments, such payments will be topped up to the employee's normal weekly wage by the Council until the employee returns to work or ceases employment with Council or for a maximum period of twelve months whichever is shorter.

To facilitate this, the affected employee must make a written request to the Chief Executive Officer.

22. Christmas Closedown

A Christmas closedown will occur each year. Closedown dates will be communicated to staff as early as possible each year.

23. Training and Development

The Parties recognize that In order to increase the efficiency and productivity of the Council a significant commitment to structured training and skill development is required. Accordingly, the Council commits itself to:

- developing a more highly skilled and flexible workforce, and
- providing employees with career opportunities through appropriate structured training based on nationally accredited competencies and curriculum.

A training and development program shall be developed in consultation with the Enterprise Bargaining Team and employees to ensure the current and future needs of the Council.

Where possible training and skill development is to be carried out in normal working hours. It is agreed that no employee will suffer from loss of pay.

Council agrees to pay all reasonable costs incurred by an employee and time off when appropriate to attend courses, lectures and other agreed activities which:

- satisfy organisational development needs;
- are directly related to employees work areas;
- provide skills appropriate to employees career paths; - are required to provide professional/trade credentials; and which shall be reimbursed by Council provided that this does not contravene any existing Award provisions which provides for a higher or better entitlement.

Any training outside normal working hours shall have regard to workers family responsibilities.

It is agreed that ordinary time will be paid to those employees who agree to attend a Council approved non compulsory course of training outside normal hours of work. This will include travelling time and the cost of fares or travel.

24. Training on the job (at the request of the employee)

The Council is supportive of providing training for employees who express an interest in either becoming a plant operator, improving their skills as a plant operator or learning to operate a different item of plant, subject to the following conditions;

- Wage levels to remain at normal rates for both the trainee and the plant operator whilst training in progress.
- Plant operators must voluntarily agree to participate in training and directly supervise the trainee at all times.
- Compliance with the workplace Health and Safety Act, regulations and codes of practice.

25. Multi skilling

All employees of Paroo Shire Council are to be committed to maximising productivity and efficiency in the work they perform. To achieve this outcome, the employees shall be prepared to undertake different roles and develop new skill sets. Practical multi-skilling will be performed in a team environment and used to promote a higher skilled workforce.

26. Salary Sacrifice

Salary sacrifice shall be available to all staff in accordance with ATO guidelines as changed or amended from time to time. Council encourages employees to seek independent financial advice before entering into any arrangement. Council takes no responsibility for the implications of salary sacrifice arrangements put in place by employees. Any arrangements that may lead to an additional cost being incurred by Council by way of increased Fringe Benefits Tax or other non-administrative costs will not be implemented.

27. Travel Time

Employees will commence work at their appointed commencement time at the relevant depot or place of work. In instances where staff are required to commence work at a job site they will travel in a Council vehicle in their own time. In these instances the driver of the vehicle will be paid at normal penalty rates. Passengers will be paid at ordinary time.

28. Increased Productivity

Employees agree to give a commitment to contributing to increased productivity and reducing operating costs.

29. Allowances

29.1 Camp Allowance

A Camp Allowance of \$40 per night is to be paid in accordance with Award conditions, effective from the commencement of this agreement.

29.2 Toilet Cleaning Allowance

Employees required to clean toilets, other than merely by hosing them, shall be paid an allowance at the rate of \$10 per day effective from the commencement of this agreement.

29.3 Servicing of Plant

Servicing of plant shall be carried out on the following basis:

- If a machine is operated on any working day for four hours or more the operator shall carry out the service outside normal working hours that day after work with overtime payment.
- If less than four hours is worked for the day, and work allows, the operator shall carry out the service during normal working hours that day with no overtime payment.
- If the operator is otherwise employed while the machine is idle i.e. laboring, traffic control duties, service overtime is to be arranged by the job supervisor, to allow for servicing allocated to the machine for an eight hour shift.

The above servicing arrangements should apply for every working day of the nine day fortnight.

30. Wages Scales

This agreement provides for the following salary and wage increases:

- as from 12 January 2010 employees shall receive a wage increase above the current rates of pay as outlined in Schedule A. The wage increase will consist of a 2% increase or \$16.00 per week, whichever is the greater, plus safety net adjustment due in September 2010.
- as from 1 July 2011 employees shall receive a further wage increase consisting of a 2% increase or \$16.00, whichever is the greater, plus safety net adjustment due in September 2011.
- as from 1 July 2012 employees shall receive a further wage increase consisting of a 2% increase or \$16.00, whichever is the greater, plus safety net adjustment due in September 2012.

In addition to the above, eligible employees will be entitled to a lump sum payment of \$500.00 paid in two installments being \$250.00 in Year 1 of the agreement and \$250.00 paid in Year 2 of the agreement.

31. 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 accepted for those provided under the terms of this agreement.

This clause does not prevent any party to the underpinning award or awards from applying any amendment or amendments (including amendments to award wages, classifications or conditions) to that award or awards during the life of this agreement.

32. Copy of Agreement

All current employees will be given a copy of this Agreement by the Council. Council will also provide all future employees with a copy of the Agreement upon commencement of employment.

33. Positive Employment Relations

New Employees

The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement. Full details of the relevant union workplace delegate will be made available in the Employee handbook. New employees will receive information to this effect during their induction session.

Workplace Delegates

The Council recognises the role that the relevant union workplace delegate's play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant union that an employee has been appointed as a workplace delegate the Council will recognise the employee as a relevant union workplace delegate and allow them the following:

- a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- b) reasonable private access to union members during non work time to discuss union business and to non-union members for recruitment purposes;
- c) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members.

Union's party to this agreement shall nominate no more than 2 workplace delegates per Union at any one point in time – unless the CEO agrees that more than 2 workplace delegates are required to ensure the effective promotion of an understanding of industrial arrangements, knowledge of industrial arrangements and dispute resolution.

Workplace Delegates Leave

A relevant union workplace delegate, or an employee nominated by the relevant union whom is required to fill the role of workplace delegate, shall be entitled to apply for paid leave of absence of up to five (5) days per person per annum to attend any of the following:

- (a) Trade union training or specific relevant union training courses approved by the relevant union; and
- (b) relevant union annual or biennial conference; and
- (c) relevant union executive meetings.

Council commits to granting such leave subject to the relevant delegate providing reasonable evidence that such training; conference or meeting will contribute to positive industrial relations at Paroo Shire Council, and is consistent with the objects of this agreement outlined in clause 7.

Workplace Delegates Leave shall not be granted to more than 1 Delegate from each Union party to this Agreement in any one year.

Meetings

Employees will be entitled to reasonable time off with the CEO's approval, during working hours to attend meetings designed to improve employment relations within the employer, including union meetings.

Meeting notices and newsletters

The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by the relevant union. The relevant union workplace delegate will be provided with access to this space.

Working Party

During the life of the agreement, the parties agree to establish a working party, made up of the Enterprise Bargaining Team (EBT), as established in clause 11, to investigate parity of entitlements between inside and outside employees, covering all entitlements paid to employees such as locality, CWA and other allowances.

Other matters

For the purposes of this agreement section 11.4 of the Local Government Employees' (excluding Brisbane City Council) Award - State 2003 will apply.

SIGNATORIES

Signed for and on behalf of **Paroo Shire Council** Cr Jo Sheppard
In the presence of Patricia Taylor

Signed for and on behalf of **Paroo Shire Council** Mark Watt
In the presence of Patricia Taylor

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 Transport Workers' Union of Employees
(Queensland Branch) Hughie Williams
In the presence of: Adam Carter

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

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

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland Andrew Dettmer
In the presence of: Lisa Butler

34. SCHEDULE A

General Salary Scale

LOCAL GOVERNMENT EMPLOYEES

LEVEL	Current	Year 1	Year 2	Year 3
1	\$37,924	\$38,756	2% or \$16.00 whichever is the greater, plus safety net adjustment	
2	\$38,464	\$39,296		
3	\$39,005	\$39,837		
4	\$39,551	\$40,383		
5	\$40,196	\$41,028		
6	\$41,283	\$42,115		
7	\$42,364	\$43,196		
8	\$43,347	\$44,179		
9	\$44,429	\$45,261		

ENGINEERING

LEVEL	Current	Year 1	Year 2	Year 3
C10	\$40,196	\$41,028	2% or \$16.00 whichever is the greater, plus safety net adjustment	
C9	\$41,283	\$42,115		
C8	\$42,364	\$43,196		
C7	\$43,347	\$44,179		

BUILDING TRADES

LEVEL	Current	Year 1	Year 2	Year 3
BT1	\$40,196	\$41,028	2% or \$16.00 whichever is the greater, plus safety net adjustment	
BT2	\$41,283	\$42,115		
BT3	\$42,364	\$43,196		