

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cook Shire Council - Certified Agreement 2011

Matter No. CA/2011/24

Deputy President Swan

28 July 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 19 July 2011 the Commission certifies the following written agreement:

Cook Shire Council - Certified Agreement 2011.

Made between:

The Australian Workers' Union of Employees, Queensland
Cook Shire Council

The agreement was certified by the Commission on 19 July 2011 and shall operate from 19 July 2011 until its nominal expiry on 18 July 2014.

This agreement cancels Cook Shire Council Certified Agreement 2008 (CA/2008/307).

By the Commission.

Deputy President Swan

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - certifying an agreement

Cook Shire Council
ABN 45 425 085 688

AND

Australian Workers' Union of Employees, Queensland
ABN 54 942 536 069

CA24 of 2011

COOK SHIRE COUNCIL - CERTIFIED AGREEMENT 2011

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 8 June 2011 between Cook Shire Council, ABN 45 425 085 688, and The Australian Workers' Union of Employees, Queensland, ABN 54 942 536 069 witness that the parties mutually agree as follows:

TABLE OF CONTENTS

Subject Matter Clause No.

PART 1 - PRELIMINARY

Title.....	1.1
Agreement coverage	1.2
Date of operation	1.3
Review of certified agreement.....	1.4
Posting agreement.....	1.5
Relationship to parent award	1.6
Enterprise bargaining committee	1.7
Objectives	1.8

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

Grievance settlement procedure.....	2.1
Best practice	2.2
Productivity measurement	2.3
Workplace specific agreements	2.4
Drug and alcohol testing	2.5
Anti-discrimination and equal opportunity	2.6
Occupational health and safety	2.7
Recognition and development	2.8

PART 3 - WAGES AND ALLOWANCES

Wage increases	3.1
Schedule of wages	3.2
Camping/living away from home allowances.....	3.3
Allowances	3.4
Measures to achieve gains in productivity and efficiency	3.5
Classification definitions and skill based career paths	3.6

PART 4 - HOURS OF DUTY

Meals and tea breaks.....	4.1
Overtime and TOIL	4.2

PART 5 - STATUTORY HOLIDAYS, LEAVE

Annual leave	5.1
Sick leave.....	5.2
Long service leave	5.3
Sick leave and public holidays.....	5.4
Sick leave bonus	5.5
Military leave.....	5.6
Redundancy	5.7

PART 6 - MISCELLANEOUS PROVISIONS

No extra claims	6.1
-----------------------	-----

PART 1 - PRELIMINARY**1.1 Title**

This Agreement shall be known as Cook Shire Council - Certified Agreement 2011.

1.2. Agreement coverage

This Agreement shall be binding upon Cook Shire Council ABN 45 425 085 655 and employees and the Australian Workers' Union of Employees, Queensland, ABN 54 942 536 069.

1.3 Date of operation

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission and remain in force for a period of three (3) years from that date. However, salary increases will be applied as per the provisions of Clause 3.1 of this agreement.

1.4 Review of certified agreement

The parties agree undertake to commence discussions for renegotiations of this agreement, 6 months prior to the expiry date, and to endeavour to finalise negotiations for a new agreement prior to the expiry date.

1.5 Posting of agreement

A true copy of this Agreement shall be displayed in the workplace with convenience access to employees.

1.6 Relationship to parent award

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employee's (Excluding Brisbane City Council) Award - State 2003, Engineering Award - State 2002, Building Trades Award - State 2002, Training Wage Award - State 2003 and Civil Construction, Operations and Maintenance General Award - State 2003, provided that where there is any inconsistency this Agreement shall take precedence.

1.7 Enterprise bargaining committee

For the purposes of negotiating this agreement a committee has been established consisting of representatives of Council employees, Council management and Councillors as observers. This committee will, continue to be in place to negotiate the next agreement; be changed with the co-ordination of activities associated with the implementation of this agreement; ensure establishment of the appropriate performance measurements during the first 6 months of this agreement to report on productivity improvement obtained by this agreement; be changed with the monitoring of the agreement.

1.8 Objectives

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, thereby maximising efficiency and effectiveness. This process will include the following elements:

- (a) Implementation of workplace policies which provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements;
- (b) Commitment to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the shire's customers;
- (c) Promote a harmonious and productive work environment through ongoing co-operation and consultation;
- (d) Commitment to maintaining a healthy and safe work environment;
- (e) Focus on competitiveness to ensure the Shire maintains a viable, effective and secure workforce;
- (f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes so staff can achieve these objectives;
- (g) The parties will be committed to and co-operate with, the terms of this agreement to ensure its ongoing success.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Grievance settlement procedure

- (a) 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.
- (b) Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- (c) 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(s).
- (d) Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the relevant Union(s) who will attempt to facilitate a resolution.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The above procedures do not restrict the Council or an authorised officer of the relevant Union(s) from making representations to each other at any stage in this procedure.

2.2 Best practice

The parties agree to this agreement to strive to be a best practice organisation. This will be reflected by a positive shift in culture, a change in the responsibilities and improved flexible management. In order to become a best practice organisation there is also a commitment to continuous improvement through training/learning, with a highly skilled and flexible workforce and recognition of the value of all people in the organisation.

Part of the achievement of best practice will include the use of performance appraisal/development systems, performance measurement and benchmarking.

Best practice is understood to include the following:

- (a) The best way of doing things.
- (b) Methods of operation which achieve exemplary levels of performance.
- (c) Is not fixed and requires constant change and adapting to new demands.
- (d) Is not restricted to an examination of costs quality and timeliness of delivery.

2.3 Productivity measurement

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

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

The parties agree through consultative processes to explore the development of performance indicators. Performance indicators may include, but not be restricted to measures of:

- (a) Quality;
- (b) Throughput;
- (c) Timeliness;
- (d) Occupational health and safety;
- (e) Environmental effectiveness;
- (f) Working arrangements (flexibility of);
- (g) Training level and appropriateness of;
- (h) Employee participation;
- (i) Industrial disputation;
- (j) Resource management.

The parties agree that the following principles will apply in the development of performance indicators:

- (a) Performance indicators will be developed jointly and agreed between the parties;
- (b) Performance indicators must take account of quality and service provision rather than purely cost considerations;
- (c) Performance indicators must be easily understood by the workforce;
- (d) Performance indicators must relate to measures directly affected by the management and workforce;
- (e) Such indicators to be developed by the committee and periodically reviewed.

2.4 Workplace specific agreements

Where the circumstances require and where management and the majority of affected employees agree, workplace specific agreements may be established to deal with circumstances relating to the effective and efficient operation of the workplace. This includes the ability to negotiate with staff to incorporate standard allowances into an annualised wage.

The process for developing workplace specific agreement will be as follows:

- (a) All employees who will be required to work in accordance with the workplace specific agreement will be consulted and be given the opportunity to vote.
- (b) Employees may elect to be represented during the consultation process by their Union representative or other person appointed by them.
- (c) Employees affected will be given a copy of the final draft agreement no less than 2 full working days prior to being asked to vote on the proposal.
- (d) Where 75% of the employees who register a vote on the proposal agree to the changes to the workplace specific agreement may be implemented.
- (e) All new employees will be given a copy of the agreement prior to commencement. This agreement will form part of their conditions of employment.

2.5 Drug and alcohol testing

All employees will support random drug and alcohol testing of the workforce as a workplace health and safety measure. Reference is to be made to Council's Alcohol and other Drug Policy and Procedures.

2.6 Anti-discrimination and equal employment opportunity

All employees acknowledge that they are bound by Council's Anti-Discrimination and Equal Employment Opportunity Policy.

2.7 Occupational health and safety

The parties are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a consultative approach to managing occupational health and safety issues which includes:

- (a) control of hazards at source;
- (b) reducing the incidence and costs of occupational injury and illness;
- (c) reviewing work and management practices affecting the inter-relationship between efficiency, productivity and health and safety; and
- (d) providing a rehabilitation system for workers affected by occupational injury and illness.

To this end, Council will introduce Standard Procedures required pursuant to the *Workplace Health and Safety Act 1995*. The following standard procedures have been adopted by Council:

SP-1	Workplace Health and Safety Policy Statement
SP-2	Management System Plan
SP-3	Risk Management Policy Statement
SP-4	Hazard Management
SP-5	Risk Management
SP-6	Risk Assessment and Control
SP-7	Performance Measures
SP-8	Leadership for Workplace Health and Safety
SP-9	Resources for Workplace Health and Safety
SP-10	Disciplinary Procedure
SP-11	Provision of Information
SP-12	Tool Box Talks
SP-13	Consultation
SP-14	Incident Investigation
SP-15	Electrical Incident Reporting and Investigation
SP-16	Compliance Control
SP-17	Training and Competencies
SP-18	Workplace Health and Safety Statistics Review
SP-19	Workplace Health and Safety Auditing Review
SP-20	Workplace Health and Safety Registrations Procedure
SP-21	Emergency Procedures (Administration)
SP-22	Emergency Procedures (Depot/Workshop)
SP-23	First Aid Management Procedure
SP-24	Infection Control - skin penetrating injuries
SP-25	Purchasing and Supplier Controls - Workplace Health and Safety considerations
SP-26	Workplace Health and Safety Inductions Procedure
SP-27	Contractor Controls
SP-28	Construction Workplace Plans Procedure
SP-29	Amenities for Non-Construction and Construction Workplaces
SP-30	Manual Handling Management
SP-31	Noise Management Procedure
SP-32	Hazardous Substance Management
SP-33	Personal Protection Equipment (PPE) Management
SP-34	Electrical Safety (General)
SP-35	Working near Powerlines
SP-36	Height Safety (General)
SP-37	Confined Space Safety
SP-38	Excavation and Trench Safety
SP-39	Hot Work
SP-40	Sun Safety
SP-41	Vibration Management
SP-42	Pressure Safety (General)
SP-43	Pressure Safety - Gas Cylinders
SP-44	Animal Control (Impounding Domestic Animals)
SP-45	Animal Control Pests and Wildlife
SP-46	Laser Safety
SP-47	Isolation Tagging and Lockout
SP-48	Office Safety
SP-49	Indoor Air Quality
SP-50	Lighting
SP-51	Machine Guarding Management
SP-52	Smoking in the Workplace
SP-53	Prevention of Workplace Harassment Policy Statement
SP-54	Prevention of Workplace Harassment Procedure

Council will continue to adopt standard procedures as required. All employees will be bound by these standard procedures.

This clause applies in addition to the provision of the *Workplace Health and Safety Act 1995*.

2.8 Recognition and development

Council will continue to implement a performance appraisal structure for staff. A review of classification of job descriptions shall be done by Supervisors every twelve (12) months.

PART 3 - WAGES AND ALLOWANCES

3.1 Wage increases

In consideration of the commitment of all parties to this agreement to improve productivity, efficiency and flexibility of all operations within Cook Shire Council, the following wage increases based on full-time employment are to apply under this agreement.

20% over the award payment from 18th November 2010 and safety net payments in the Award.

23% over the award payment from 18th November 2011 and safety net payments in the Award.

26% over the award payment from 18th November 2012 and safety net payments in the Award

3.2 Schedule of wages

	Award + safety net	Current 17% above Award	20% above award as of 18/11/2010	23% above award as of 18/11/2011	26% above award as of 18/11/2012
Engineering Award Wage Group					
C14	\$588.2000	\$688.1940	\$705.8400	\$723.4860	\$741.1320
C13	\$604.9000	\$707.7330	\$725.8800	\$744.0270	\$762.1740
C12	\$627.4000	\$734.0580	\$752.8800	\$771.7020	\$790.5240
C11	\$648.3000	\$758.5110	\$777.9600	\$797.4090	\$816.8580
C10	\$682.0000	\$797.9400	\$818.4000	\$838.8600	\$859.3200
C9	\$702.9000	\$822.3930	\$843.4800	\$864.5670	\$885.6540
C8	\$723.7000	\$846.7290	\$868.4400	\$890.1510	\$911.8620
C7	\$742.6000	\$868.8420	\$891.1200	\$913.3980	\$935.6760
C6	\$784.3000	\$917.6310	\$941.1600	\$964.6890	\$988.2180
C5	\$804.6000	\$941.3820	\$965.5200	\$989.6580	\$1,013.7960
C4	\$826.0000	\$966.4200	\$991.2000	\$1,015.9800	\$1,040.7600
C3	\$867.7000	\$1,015.2090	\$1,041.2400	\$1,067.2710	\$1,093.3020
C2 (a)	\$888.6000	\$1,039.6620	\$1,066.3200	\$1,092.9780	\$1,119.6360
C2 (b)	\$926.3000	\$1,083.7710	\$1,111.5600	\$1,139.3490	\$1,167.1380
Queensland Local Government Employees (State)					
Level 1 first 6 months	\$627.9000	\$734.6430	\$753.4800	\$772.3170	\$791.1540
Level 1	\$638.3000	\$746.8110	\$765.9600	\$785.1090	\$804.2580
Level 2	\$648.7000	\$758.9790	\$778.4400	\$797.9010	\$817.3620
Level 3	\$659.1000	\$771.1470	\$790.9200	\$810.6930	\$830.4660
Level 4	\$669.6000	\$783.4320	\$803.5200	\$823.6080	\$843.6960

Level 5	\$682.0000	\$797.9400	\$818.4000	\$838.8600	\$859.3200
Level 6	\$702.9000	\$822.3930	\$843.4800	\$864.5670	\$885.6540
Level 7	\$723.7000	\$846.7290	\$868.4400	\$890.1510	\$911.8620
Level 8	\$742.6000	\$868.8420	\$891.1200	\$913.3980	\$935.6760
Level 9	\$763.4000	\$893.1780	\$916.0800	\$938.9820	\$961.8840
Building Trades Public Sector Award					
BT1	\$682.0000	\$797.9400	\$818.4000	\$838.8600	\$859.3200
BT2	\$702.9000	\$822.3930	\$843.4800	\$864.5670	\$885.6540
BT3	\$723.7000	\$846.7290	\$868.4400	\$890.1510	\$911.8620

3.3 Camping/living away from home allowances

- (a) Where Council is unable to supply award conditions for camping, a camping allowance of \$85.00 per night. Council to supply tents, refrigeration and electricity. This allowance will be indexed annually to positive movements in the consumer price index (Brisbane) rounded to the nearest dollar.
- (b) If camping at Coen Airport employees will receive \$77.25 per night. This allowance will be indexed annually to positive movements in the consumer price index (Brisbane) rounded to the nearest dollar.
- (c) Bonuses for extended rosters will be paid as a one off allowance per annum as follows:
 - 16/5 Roster - \$225.00 per year payable by written claim at the time of first roster per financial year.
 - 21/7 Roster - \$375.00 per year payable by written claim at the time of first roster per financial year.
- (d) If employees are required to work away where accommodation is available Council is to arrange and meet cost of such accommodation, meals and transport.
- (e) If employees are required to work outside the Shire, Council is to arrange and meet the cost of accommodation, meals and transport plus \$10.00 per night for incidental expenses;
- (f) Employees engaged on the annual shire tour will not receive any allowances for camping out, however, Council will supply all meals and accommodation, plus \$10.00 per day for incidental expenses.

3.4 Allowances

The following allowances will be paid under this agreement.

- (a) A general allowance of \$7.50 per week to be paid to all workers.
- (b) Tool allowance of \$20.00 per week for workers having to use their own tools. A list of eligible employees is to be submitted.
- (c) Living allowance to be paid to all employees as follows:
 - \$10.00 per week paid to all employees as of 1st July 2011;
 - \$20.00 per week paid to all employees as of 1st November 2012.
- (d) \$15.00 per week for the driver of the Council rubbish utility. An allowance of \$2.30 per hour is payable to standby operations when needed. Staff attending to rubbish bins at other locations will be paid \$2.30 per hour whilst actually employed in emptying bins or travelling. The hourly allowance is payable to a maximum of \$15.00 per week.
- (e) \$15.00 per week dead animal allowance to a nominated staff member for removal of dead animals.
- (f) Award entitlements to water and sewer crews.

- (g) An allowance of \$33.65 per day will be paid to those employees who are required to be on-call. Payments for call out will be paid only when the employee is required to actually carry out significant repairs to address the situation immediately due to the urgency of the matter. Typically simply turning off a valve would not qualify for this payment.

The allowances in 3.4 (a) to 3.4 (e) to be paid to employees whilst on annual leave.

3.5 Measures to achieve gains in productivity and efficiency

This agreement takes into account the recognition of work practices that achieve productivity for Council and the conditions that workers are required to work under, to achieve that productivity:

- (a) The maintenance crew and bridge crew are willing to work with the current camping arrangement, ie basic camp supplied, inclusive of a tent for each man, generator and fuel sufficient to run the camp, refrigeration as required, stove and gas. The amount of time that these crews are required to spend away from home and family is acknowledged.
- (b) The parks and gardens crew and their commitment to working on public holidays, special occasions and an alternate roster system is acknowledged.
- (c) Water and sewerage crew and their commitment to an alternate roster system and being on call is acknowledged.

3.6 Classification definitions and skill based career paths

Provisions of Clause 5.4 of the Engineering Award - State 2002 will form part of this agreement.

PART 4 - HOURS OF WORK

4.1 Meal and tea breaks

In recognition that productivity can be adversely affected by meal breaks:

- (a) Morning and afternoon tea breaks will be combined so as to form one break of one half hour duration in the morning.
- (b) Travel to and from breaks will be undertaken during the break period.
- (c) Tea and meals breaks in town will be taken on the job, or at the depot, provided travel to and from breaks is undertaken during the break period.
- (d) Tea breaks and meal breaks out of town will be on the job.

4.2 Overtime and TOIL

- (a) The employee may choose to have overtime paid or banked as TOIL. (TOIL accrued will be either taken or paid out at the applicable overtime rate, however, alternate arrangements for TOIL may be agreed to in a local work area agreement;
- (b) The parties agree that the maximum amount of TOIL to be accumulated will be 200 hours.
- (c) The parties agree that accrued TOIL will be paid in full to the employee by 31st March of each year, except that a safety net of 38 hours will be allowed to be retained.
- (d) Travel undertaken in time x 1.5 will be paid at time x 1.5.

PART 5 - STATUTORY HOLIDAYS, LEAVE

5.1 Annual leave

Annual leave will be accrued at the rate of 5 weeks per year, with the provision that leave will be taken during the non construction period. This is in recognition of the commitment to productivity in the construction period.

Leave applied during the construction period will only be granted in special circumstances with the consent of the Divisional Manager and Chief Executive Officer.

5.2 Sick leave

Employees will be entitled to 11 days sick leave per annum.

5.3 Sick leave and public holidays

Sick leave and public holidays will be paid at the standard working day of 8.5 hours.

5.4 Long service leave

Employees will be eligible for 13 weeks long service leave after 10 years service. Pro rata payment will be available after 7 years service.

In the event that an employee become redundant long service leave accrued will be paid notwithstanding that the period of service may be less than 7 days.

5.5 Sick leave bonus

Council will provide a bonus payment equivalent of up to 3 ordinary hour days to any employee who does not take more than 3 days sick leave for which a medical certificate has not been provided. The bonus will be reduced by 1 day for every uncertified sick leave day taken.

Example - if any employee has one (1) day sick leave during the year without a medical certificate he/she will only receive two (2) days bonus, if the employee has two (2) days sick leave during the year without a medical certificate he/she will receive only one (1) days bonus, if the employee has three (3) or more days sick leave during the year without a medical certificate he/she will receive no bonus. Sick leave for which a medical certificate is provided will not affect the bonus.

For calculation purposes the sick leave year shall be deemed to date from the first pay period in July to the last pay period in June of each year.

5.6 Redundancy

As per Local Government Employees (Excluding Brisbane City Council) Award - State with the following modification to clause 4.10.6 for severance pay:

- (a) From 1 to not more than 5 years, add 2 weeks to each level.
- (b) More than 5 years to not more than 9 years, add 3 weeks to each level.
- (c) More than 9 years, add 4 weeks to each level.

5.7 Military leave

Ten (10) days military leave per year. Council will make up any shortfall between Army and Council wages.

PART 6 - MISCELLANEOUS PROVISIONS

6.1 No extra claims

During the life of this agreement no further claims will be negotiated as to aspects have been contemplated under this agreement.

Signed for and on behalf of	}
Cook Shire Council	}Stephen Wilton
ABN 45 425 085 688	}

In the presence of -indecipherable CD3893

Signed for and on behalf of	}
The Australian Workers	}
Union of Employees, Queensland	}William Ludwig
ABN 54 942 536 069	}

In the presence of -Elaine Martin

This Agreement is certified under chapter 6, part 1 of the Act.