

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Winton Shire Council Enterprise Bargaining Certified Agreement 2012

*Matter No. CA/2012/545*

Commissioner Thompson

9 November 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 9 November 2012 the Commission certifies the following written agreement:

**Winton Shire Council Enterprise Bargaining Certified Agreement 2012 – CA/2012/545**

Made between:

Winton Shire Council

AND

Queensland Services, Industrial Union of Employees;  
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;  
The Australian Workers' Union of Employees, Queensland; and  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 9 November 2012 and shall operate from 9 November 2012 until its nominal expiry on 9 November 2015.

This agreement replaces the Winton Shire Council Enterprise Bargaining Certified Agreement 2009 (CA/2009/105).

By the Commission.

Commissioner Thompson



**WINTON SHIRE COUNCIL**

**ENTERPRISE BARGAINING AGREEMENT**

**JUNE 2012**

## 1. Title

This Agreement shall be known as Winton Shire Council Enterprise Bargaining Certified Agreement 2011.

## 2. Arrangement of agreement

Clause No. Subject Matter

1. TITLE
2. ARRANGEMENT OF AGREEMENT
3. DEFINITIONS -
4. PARTIES BOUND
5. APPLICATION
6. RELATIONSHIP TO PARENT AWARDS
7. SINGLE BARGAINING UNIT (SBU)
8. ENTERPRISE BARGAINING TEAM (EBT)
9. GRIEVANCE AND DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES
10. PERIOD OF OPERATION
12. RENEGOTIATION
13. NO EXTRA CLAIMS
14. WAGE INCREASES
15. ALLOWANCES

15.1 TRADE QUALIFICATION, EDUCATIONAL QUALIFICATION AND TERTIARY QUALIFICATION ALLOWANCES.

15.1.1 *Trade Qualification Allowance*

15.1.2 *TAFE Certificate to Advanced Diploma Level Education Allowance*

15.1.3 LEADING HAND/GANGER ALLOWANCE

15.2 CAMP ALLOWANCE

15.3 CRANE ALLOWANCE

15.4 FINAL TRIM ALLOWANCE

15.5 FUNERAL ALLOWANCES

15.6 MEAL ALLOWANCE

15.7 HALL CARETAKER ALLOWANCE

15.8 TOILET CLEANING ALLOWANCE

15.9 TOOL ALLOWANCE

15.11 VEHICLE MILEAGE ALLOWANCE

16. UNIFORMS / SAFETY APPAREL

17. MISCELLANEOUS CONDITIONS

17.1 HIGHER DUTIES

17.2 EMPLOYMENT SECURITY/USE OF CONTRACTORS

18. LEAVE

18.01 ANNUAL LEAVE

18.02 BEREAVEMENT LEAVE

18.03 LONG SERVICE LEAVE

18.05 EMERGENCY SERVICES

18.06 TIME OFF IN LIEU (TOIL)

**19. HOURS OF WORK**

- 19.1 HOURS OF WORK FOR STATE AWARD STAFF AND THEIR SUPERVISORS
- 19.3 SPAN OF HOURS FOR STATE AWARD EMPLOYEES AND THEIR SUPERVISORS
- 19.4 SPAN OF HOURS FOR FEDERAL AWARD STAFF
- 19.5 TRAVELLING TIME
- 19.6 ROSTERED DAYS OFF FOR STATE AWARD EMPLOYEES
- 19.7 ROSTERED DAYS OFF FOR FEDERAL AWARD EMPLOYEES

**20. SALARY SACRIFICE**

**22. PERFORMANCE / PRODUCTIVITY MEASURES**

- KPI 1. WORKPLACE HEALTH & SAFETY (WEIGHTING 40%)
- KPI 2. STORES (WEIGHTING 10%)
- KPI 3. PLANT REVENUE (WEIGHTING 20%)
- KPI 4. ABSENTEEISM WITHOUT PAY (WEIGHTING 10%)
- KPI 5. ANNUAL LEAVE ACCRUAL (WEIGHTING 10%)

**23. MULTI-SKILLING**

**24. PROVISION OF UNION INFORMATION TO NEW STAFF**

**3. Definitions -**

**Award** - The Awards set out in Clause 6.

**Productivity** - Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include:

- the provision of the same levels and quality or increased services;
- the provision of a greater level of customer service at the same input;
- the development of a capacity to provide increased services in those work units where growth is occurring;
- updating technology;
- an agreed combination of the above.

**Council** – Winton Shire Council

**4. Parties Bound**

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

- The Australian Workers' Union of Employees, Queensland, ABN: 54 942 536 069
- Queensland Services, Industrial Union of Employees, ABN: 86 351 665 653

- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees, ABN:73 089 711 903
- The Construction, Forestry Mining & Energy Industrial Union of Employees, Queensland, ABN: 73 089 711 903
- AMWU

## **5. Application**

This Agreement shall apply to the Winton Shire Council; the above named Unions and their Members, or persons eligible to be their Members, employed by the Council under any of the relevant Awards set out in Clause 6.

## **6. Relationship to Parent Awards**

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

- (i) Local Government Employees (Excluding Brisbane City Council) Award – State 2003
- (ii) Queensland Local Government Officers Award 1998
- (iii) Engineering Award - State 2002

From the date of operation of this agreement, all other workplace agreements will cease to exist.

## **7. Single Bargaining Unit (SBU)**

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

## 8. Enterprise Bargaining Team (EBT)

The Enterprise Bargaining Team is the forum in which employees are represented along with the employer (Council). Employee representatives include the SBU signatories to the EBA together **with those delegates elected directly by employees to represent them.** The Council is represented by the authorised signatories to the EBA (in this instance, the CEO), together with the Negotiating Team appointed by Council.

## 9. Grievance and Dispute Avoidance and Settlement Procedures

- (i) In the event of any dispute arising as to the interpretation or application of this agreement, or any matter arising in the course of employment, the following procedure will apply. Except where a legitimate and bona fide health and safety issue is involved, the parties shall ensure the continuation of work and customary work practices.
- (ii) In the event of any disagreement between parties as to the interpretation and implementation of this Agreement the following procedure shall apply:
  - The matter is to be discussed with the employee(s) concerned, an accredited Union representative/delegate and the immediate supervisor in the first instance.
  - If the matter is not resolved the dispute shall be referred by the union delegate/representative or union official to the appropriate management representative who shall, within 48 hours, or as otherwise agreed, arrange a conference of the parties to discuss the matter.
  - If the matter remains unresolved the dispute shall be referred to the secretary of the union and/or his/her nominee and the Chief Executive Officer and/or his/her nominee for discussion and appropriate action.
  - If unresolved the dispute may then be referred by either party to the Queensland Industrial Relation Commission to determine and settle the matter.

## 10. Period of operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms from the date of signing of the agreement by all the relevant Unions (subject to certification by the Queensland Industrial Relations Commission). However, the parties agree that the agreement shall commence administratively from the 1 February 2012.

The Agreement shall have a nominal expiry date of three (3) years from the date that employees vote on the matter.

## **11. 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.

## **12. Renegotiation**

The parties agree to commence discussions for renegotiation of this agreement six (6) months prior to the expiry date, and aim to finalise negotiations for a new agreement by one (1) month prior to the expiry date.

## **13. No Extra Claims**

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

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

**14. Wage increases**

- (i) From the date of commencement, the rate of pay shall be the greater of a \$40.00 per week or 4% increase, over and above the rates applying from the day before the effective date.
- (ii) A second increase of \$30.00 per week without the identified KPIs or if those KPIs are achieved, the greater of \$40 or 4% shall be paid from 1 February 2013.
- (iii) A third increase of \$30.00 per week without the identified KPIs or if those KPIs are achieved, the greater of \$40 or 4% shall be paid from 1 February 2014
- (iv) Should a new EB not be adopted by 1 February 2015, a further \$30 per week increase or the CPI will apply until such time as a new agreement is in place
- (v) Achieving the annual performance indicators is defined as achieving a credible outcome in regard to each of the individual designated performance indicators as detailed in clause 23.
- (vi) Applicable Rates of Pay for employees covered by this Agreement subject to KPI's being met is attached as Schedule One.

**15. Allowances**

The Parties agree that allowances are paid when employees are tasked to perform a "specific" duty for which an allowance is payable, usually expressed as payable on a daily basis. Such payments do not factor in the pay determination of leave calculations. These are referred to as "manual allowances".

The following payments, also referred as allowances, unlike manual allowances, are incorporated in the base pay rate. They are:

1. Trade Qualification Allowance
2. Education Allowance
3. Leading Hand Allowance

These are referred to as "automatic allowances". Such payments do factor in the pay determination of leave calculations.

**Automatic Allowances****15.1 Trade qualification, Educational qualification and Tertiary qualification allowances.**



Council encourages continuous learning and wishes to encourage permanent full time employees to increase their knowledge, skills and capacity to "work smart."

Employees who are deemed eligible to receive a Trade qualification allowance or Educational Allowance will be only eligible to receive one such allowance, at any one time.

#### **15.1.1 Trade Qualification Allowance**

For the duration of this Agreement, employees who hold a trade qualification, as defined in this agreement, that is applicable and relevant to their current duties shall be paid \$60 per week for a maximum of 5 years from the date of attainment or date of commencement of employment with Winton Shire Council.

To be eligible to continue to receive the trade qualification allowance after this period of time has lapsed, the tradesman employee must complete an appropriate approved continued professional development course relevant to their current duties. The subsequent qualification cannot be a repeat of the certificate qualification in which the employee has previously used to claim the educational allowance.

A trade qualification is defined as a nationally recognised qualification required for a person to perform a skilled occupation, usually one requiring manual labour. For the duration of this agreement, the Trade Qualification Allowance will only apply to an employee who is a fully qualified motor mechanic, diesel fitter, plumber, carpenter or civil construction (cert iv) worker and the qualification is relevant and applicable to their current duties.

#### **15.1.2 TAFE Certificate to Advanced Diploma Level Education Allowance**

For the duration of this Agreement, permanent full time employees who have successfully completed a TAFE Certificate III or equivalent certificate qualification obtained whilst in the employment of Winton Shire Council and that is applicable and relevant to their current duties shall be paid \$25 per week for a maximum of 5 years from the date of attainment.

To be eligible to receive the educational allowance after this period of time has lapsed, the employee must complete an appropriate approved continued professional development course relevant to their current duties. The subsequent qualification cannot be a repeat of the certificate qualification in which the employee has previously used to claim the educational allowance.

For the duration of this Agreement, permanent full time employees who have successfully completed a TAFE Certificate IV or higher (e.g. Diploma) obtained whilst in the employment of Winton Shire Council and that is applicable and relevant to their current duties shall be paid \$40 per week for a maximum of 5 years from date of attainment.

To be eligible to receive the educational allowance after this period of time has lapsed, the employee must complete an appropriate approved continued professional development course relevant to their current duties. The subsequent qualification cannot be a repeat of the certificate qualification in which the employee has previously used to claim the educational allowance.

### **15.1.3 Leading hand/ganger allowance**

Any employee required to act in the role of leading hand will be paid a leading hand/ganger allowance of \$10.00 per day (\$50.00 per week) subject to any change in the allowance under the Local Government Employees' (Excluding Brisbane City Council) Award - State.

## **Disability Allowances**

### **15.2 Camp allowance**

For the duration of this Agreement a camp allowance of \$35.00 per night paid for each night actually camped out. (Definition of camp allowance) Council would look at increasing the allowance by CPI each year. Council will look at CPI increases each year.

### **15.3 Crane allowance**

A crane allowance of \$3.00 per day (or such amount as prescribed by the award where it exceeds \$3 per day) shall be paid to employees required to operate a crane as part of their duties, subject to any change in the allowance under the Local Government Employees' (Excluding Brisbane City Council) Award - State.

This allowance is payable to staff in control of the following equipment when using the crane applications attached to the equipment:

- ✓ Loaders
- ✓ Hi – ab attachments to body trucks or approved vehicles
- ✓ Gantry crane in the workshop

### **15.4 Final trim allowance**

For the duration of this Agreement a final trim allowance of \$25.00 per day will be paid to employees who have been assessed, by the Director of Works (or his nominee) as having the skills to perform final trim duties. This allowance shall be paid only when performing final trim grader operation duties.

Employees who are certified as final trim grader operators in the 2009 EB, will be paid \$115.04 plus CPI each week, to be increased by CPI each year. The above clause does not apply to these employees.

**15.5 Funeral allowances**

For the duration of this Agreement, staff performing undertaking duties will receive the following allowances:

- Undertaking allowance \$15.00 per week or part of a week
- Assistant undertaking allowance \$10.00 per week or part of a week
- Body allowance \$50 per body collection and preparation
  
- Funeral Director \$70 per funeral weekdays
- Assistant Funeral Director \$50 per funeral weekdays
- Funeral Director \$100 per funeral weekends
- Assistant Funeral Director \$55 per funeral weekends

**15.6 Meal allowance**

A meal allowance is paid 2 hours after the usual ceasing time of the shift and at each 4 hours thereafter. It is agreed that the meal allowance of \$20.00 per incident will be paid during the duration of this Agreement, subject to any change in the allowance under the Local Government Employees' (Excluding Brisbane City Council) Award - State.

**15.7 Hall Caretaker allowance**

Where the Hall Caretaker is not provided with living quarters they shall be paid an allowance of \$8.22 per week, subject to any change in the allowance under the Local Government Employees' (Excluding Brisbane City Council) Award - State

**15.8 Toilet cleaning allowance**

For the duration of this Agreement a toilet cleaning allowance of \$5.50 for the first two years of the Agreement and \$6.00 for the third year per day will be paid to employees required to clean toilets as part of their duties.

**15.9 Tool allowance**

- (i) For the duration of this Agreement employees who are required to supply their own tools shall be paid \$12.50 per day.
- (ii) This allowance may be claimed by an employee who supplies a special tool for a specific task for a fixed duration. Provided this arrangement is authorised by the Supervisor.

**15.10 Work Elevated Platform Allowance**

For the duration of this Agreement a Work Elevated Platform allowance of \$20.00 per day will be paid to employees engaged in this high risk activity. The work to be approved by CEO or delegate.

**15.11 Vehicle mileage allowance**

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

**15.12 Dog Control Allowance**

An allowance of \$7 per day will be paid to non-contract staff for engaging in dog control activities. Such allowance is paid in consideration of the social challenges that this activity will incur.

**15.13 Safety Rep Allowance**

An allowance of \$5 per day will be paid to elected Workplace Safety Representatives, in consideration of the additional responsibilities and skills attached to the positions.

**16. Uniforms / safety apparel**

- (i) For administrative staff working in an office environment:  
Council will subsidise the purchase of approved corporate clothing up to \$600.00 (excluding GST) for the first year of service after the successful completion of the probationary period of employment. Council will subsidise the purchase of approved uniforms up to \$500.00 (excluding GST) for the second and each subsequent year of service. This allowance can be utilised to purchase one (1) pair of work shoes per annum.

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

- (ii) For all other staff:  
For staff in their initial probationary period of employment Council will supply 6 work shirts at no cost. These will be replaced at no cost when required due to fair wear and tear.

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

Employees are expected to wear safety boots that comply with Australian Standard 2210. Council will contribute \$150 (excluding GST) towards the cost of designated safety boots. These will be replaced at no cost when required due to fair wear and tear.

(iii) Employees are expected to wear broad brimmed hats that protect against UV radiation. Queensland health recommends:

- Broad brim - 8 to 10cm brim
- Legionnaire Hat - cap style with flap that covers ears and neck
- Bucket Style - a deep crown and a brim of at least 6cm

Council will contribute \$40.00 per annum towards the cost of an appropriate hat.

These will be replaced at no cost when required due to fair wear and tear.

Employees provided with any of the uniforms/safety apparel mentioned above are required to wear the uniforms and/or safety apparel on all occasions during work periods.

## **17. Miscellaneous Conditions**

### **17.1 Higher Duties**

The provisions of the Officers Award (now taken as a state award) refers to 'wholly and mainly' for more than three days 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.

This clause will not allow for the provision of Higher Duties where an employee is required to perform duties of a higher classified position for the purpose of training the employee in an area other than their normal role and when the incumbent of the said higher classified position is present and accountable at the workplace.

The Higher Duties apply in all circumstances, including training and coaching when an employee is individually responsible for the task being undertaken.

### **17.2 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.
- Council reserves the right to use contractors for any role where the use of contractors does not impact negatively on the permanent staff establishment as at the commencement of this agreement.
- 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.

Contractors are to engage all their staff on the appropriate award wages.

## **18. Leave**

### **18.01 Annual leave**

- (i) Every employee (other than a casual employee or regular part time employees) shall at the end of each year of employment, be entitled to annual leave of 5 weeks.
- (ii) Employees shall be permitted to take Annual Leave at any time during the year by arrangement with the appropriate Supervisor and the Chief Executive Officer.
- (iii) Annual Leave shall be accrued to a maximum entitlement of two (2) years, and any employee who accrues more than 10 weeks may be directed to take leave, to commit to a leave plan to reduce leave over twelve months, within one month or a time which suits Council operations.

The 5 week leave entitlement for the State Award employees commenced on 21<sup>st</sup> October 2009.

### **18.02 Bereavement leave**

- (i) Employees will be granted up to a maximum of five (5) days bereavement leave on full pay on each occasion where the immediate family member is deceased.
- (ii) Immediate family is a Wife, Husband, De-Facto, Father, Mother, Grandfather, Grandmother, Brother Sister, Child, Grandchild, Sister-In-Law, Brother-In-Law, Step-Child, Mother-In-Law, Father-In-Law, Spouse's Grand-Parents, Step-Parents, Half- Brother, Half -Sister, Step-Brother or Step-Sister, Aunties and Uncles.
- (iii) The taking of Bereavement Leave shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration under the provision of the Oaths Act, if so requested by the employer.

### **18.03 Long service leave**

- (i) All staff shall be eligible for Long Service Leave after 10 years service with Long Service Leave accrual being at the rate of 1.3 weeks per year.
- (ii) Employees shall be eligible to apply to take pro-rata long service leave after they have accrued seven years long service leave.
- (iii) Entitlement to Long Service Leave after 10 years for State Award Employees commenced 16 January 2001.

### **18.04 WorkCover salary/wages top-up.**

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

### **18.05 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 or associated training, the employee shall be allowed leave with pay equivalent to the ordinary time pay for the period agreed to by Chief Executive Officer. 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 out of pocket expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by the Chief Executive Officer and such leave will be recognised for the accrual of entitlements.

#### **18.06 Time Off in Lieu (TOIL)**

Overtime can only be worked with the prior approval of the appropriate supervisor and/or immediate manager. 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, the employee 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 employee and the appropriate Supervisor or the Chief Executive Officer.

The maximum amount of TOIL that can be accrued at any one time shall be 40 hours.

#### **18.07 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 excess annual leave or excess accrued RDOs over this period.

### **19. Hours of work**

#### **19.1 Hours of Work for State Award Staff and their Supervisors**

Outside employees will work 8 hours and 26 minutes per day to allow for a 38 hour week, nine day fortnight. Should a specific occasion arise where these hours need to be modified, a site specific agreement shall be made to suit such occasion.

#### **19.2 Hours of Work for Federal Award Staff**

Subject to Clause 13 of the Queensland Local Government Officers Award, employees will work 7 hours and 15 minutes per day to allow for a 36.25 hour week, ten day fortnight.

#### **19.3 Span of Hours for State Award Employees and their Supervisors**

Outside employees often work in the sun through the hottest part of the day. As an alternative, these employees may work outside the award span of hours from 5.00am to 7.00pm without payment of overtime, provided that the ordinary number



of working hours determined in any one day is not exceeded and work is performed only during daylight hours.

#### **19.4 Span of Hours for Federal Award Staff**

Subject to Clause 13 of the Queensland Local Government Officers Award (Hours of Duty), employees work 7 hours and 15 minutes per day at ordinary time between 8.30am and 5.00pm, Monday to Friday. As an alternative, these employees may work outside the award span of hours from 6.00am to 6.00pm without payment of overtime, provided that the ordinary number of working hours determined in any one day is not exceeded and an agreement is made between the employee and the employer prior to commencing work outside the ordinary span of hours.

#### **19.5 Travelling time**

- (i) Employees who are working outside the Winton town precinct shall leave the boundaries of the precinct by no later than 7.30am and commence travelling to their jobs.
- (ii) Employees who are working outside the Winton town precinct shall not return from their jobs to be within the boundaries of the Winton town precinct before 4.00 pm.
- (iii) A supervisor may authorise an employee to leave the Winton town precinct after 7.30am and return before 4.00pm.

#### **19.6 Rostered Days Off for State Award Employees**

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.

Rostered days off can be banked to a maximum of 5 days.

This clause shall not preclude the parties agreeing to a site specific arrangement depending on operational requirements.

#### **19.7 Rostered Days Off for Federal Award Employees**

Employees associated with the Administrative Department of Council operations will work a ten (10) day fortnight cycle. This work cycle will provide nine paid rostered days off per annum in recognition of time worked in lieu.

Rostered days off can be banked to a maximum of 5 days.

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

**20. Salary sacrifice**

- (i) Council agrees to allow salary sacrificing at the discretion of employees provided that there is no cost (other than payroll deduction costs) to Council.
- (ii) Council takes no responsibility for the implications of salary sacrifice arrangements put in place by staff.
- (iii) Employees should seek independent financial advice prior to entering into a salary sacrifice agreement

**21. Workplace Consultative Committee**

As it is in the best interests of both Council and employees for this organisation to strive for best practice, the pathway to high performance has to be recognised first.

Employee participation in decision making is the key. To this end, an effective workplace will encourage employee involvement through cooperative, consultative and participating work practices.

Through the course of this EBA, it may be appropriate for the establishment of local consultative committees, and site specific arrangements (SSA) to be entered into solely with the aim of improving work practices. The Parties to this Agreement support these objectives.

The composition of the Workplace Consultative Committee will consist of the SBU members, and Council senior staff.

**22. Performance / Productivity Measures**

The Parties agree to the establishment of six (6) Key Performance Indicators (KPI's) as outlined within the Agreement. The relative weighting of the KPI's is also agreed.

A summary of KPI outcomes will be presented to the SBU throughout the life of the Agreement. Prior to the anniversary referred to in Clause 14 and subsequent anniversaries, the KPI data will be evaluated and discussed with the SBU.

If the employees covered by this Agreement achieve a credible outcome in regard to of the KPI's set out below, they will receive the additional salary increases as outlined in Clause 14

Wage Increases. A "credible outcome" would be suggested if KPI results when measured against the target outcomes did not fall below 50% in the first year, 65% in the second year and 85% in the third year of the Agreement.

**KPI 1. Workplace Health & Safety (weighting 40%)**

Aside from its statutory obligations, Winton Shire Council is committed to the promotion of a safe and healthy working environment for all employees. 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:-

The agreed performance/productivity measure shall be:

- That 75% of staff complete and pass "tools box" talks.
- That breaches for not wearing of approved hats, safety vests and safety boots shall not exceed 24 for the first year and thereafter, 10 incidents per annum.
- All site safety inspections carried out by the Workplace Health & Safety Officer are categorised as 100% complying with legislation and safety policies.(60% of the time in year one, 75% of the time in year two and 90% of the time in year three.)
- Workplace incidents, accidents or injuries are reported through to Workplace Health and Safety Officer within 48 hours, 85% of the time.

#### **KPI 2. Stores (weighting 10%)**

Council operates a store and the numerical numbers of items held should balance at all times. As an audit requirement Council is committed to improving the current procedures within the store to ensure compliance and accountability. To improve efficiency, effectiveness and accountability of the stores system, Council has employed a full time storeperson. To achieve maximum efficiencies, stores will be measured by the number of inconsistencies in the half yearly stocktakes and at the monthly fuel dips.

The agreed performance/productivity measure shall be:

- The maximum number of inconsistencies in the half yearly stocktakes of items in the store will be less than 5.0% of the total number of store items in the count.

#### **KPI 3. Plant Revenue (weighting 20%)**

Council derives considerable revenue from the hire of plant/machinery and the calculation of this revenue is based upon the accurate completion by employees of plant log sheets. To ensure that Council is accurately and efficiently recovering its optimum plant hire income a calculation based on the net recovery of plant hire income, ie plant income over plant expenditure has been selected as a key performance indicator.

The agreed performance/productivity measure shall be:

- The total plant income over plant expenditure (excluding depreciation) as a ratio shall be in excess of 2:1.

#### **KPI 4. Absenteeism without pay (weighting 10%)**

Absenteeism can contribute to inefficiencies in Council activities and it is desirable to minimise 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 absenteeism taken by all permanent full time employees (excluding trainees) covered under this agreement.

The agreed performance/productivity measure shall be:

- set at the equivalent 500 hours per year for the first year and 400 hours thereafter.

#### **KPI 5. Annual Leave Accrual (weighting 10%)**

Excessive annual leave accrual creates an increased financial liability for Council. This also potentially reduces overall staff efficiency and increases fatigue. Council will actively manage excess leave accruals over the course of the Agreement as per the applicable award.

The agreed performance/productivity measure shall be:

- The number of employees whose annual leave accrual exceeds two (2) years entitlement must not exceed ten percent (10%) of all employees at the end of any financial year.

#### **KPI 6. Travelling Times (weighting 10%)**

Time spend on the job site maximizes the efficiency of Council's operations. In pursuing this goal it is imperative that staff working on job sites beyond Winton leave and return to the Winton town precinct within a reasonable time frame of their designated starting and finishing times.

The agreed performance measure shall be:

- On no more than on 10 occasions per annum shall any employee who is working outside the Winton town precinct be within boundaries of the precinct after 7.30am.
- On no more than 10 occasions per annum shall any group of Employees who are working outside the Winton town precinct return from their jobs to be within the boundaries of the Winton town precinct before 4.00 pm.
- This KPI will be absolutely lost where ANY employee who is working outside the Winton town precinct in a camp environment claims any form of travelling time for returning to the same job site on a Saturday to perform paid work after having claimed and travelled to Winton on the proceeding Friday for personal reasons. If the employee leaves the site on Friday, they should do so in their own time, but, must return to the worksite in their own time to be available to commence work at their nominated starting time on Saturday morning.

Any time a supervisor authorizes an employee to leave the Winton town precinct after 7.30am and return before 4.00pm these occasions shall not form part of this KPI.

The achievement of the KPI's will be monitored by the Workplace Consultative Committee.

### **23. Multi-skilling**

Multi-skilling is to be actively encouraged, and the skills of employees are, where possible, to be utilised to the best advantage. Where employees are expected to use these skills they will be paid accordingly.

### **24. Provision of union information to new staff**

- (i) Winton Shire Council recognises the right of individuals to join a union however it is also recognised that union membership remains a matter of individual choice.
- (ii) Union representatives will be provided an opportunity to discuss the benefits of union membership with new employees.
- (iii) Council will continue to provide payroll deduction facilities for union fees.
- (iv) The provisions of Part 11 of the Local Government Employees (excluding Brisbane City Council) Award shall apply to Council, all unions listed in clause 4 of this Agreement and their members.

**SIGNATORIES**

Signed for and on behalf of **Winton Shire Council** ..... Thomas Upton  
In the presence of ..... G.J. Lenton (Mayor)

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

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

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... Katherine Nelson  
In the presence of:..... Tneka Springett

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

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

**Schedule 1**  
**Schedule of Wages**

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

**Calculated Weekly Wage Scale - State Award - For EBA 6**

State Award	Current EBA	EBA 6 Payment 1 1 Feb 2012	EBA 6 Payment 2 1 Feb 2013	EBA 6 Payment 3 1 Feb 2014
		<b>Increase \$40 or 4% Per Week</b>	<b>Increase \$40 or 4% Per Week</b>	<b>Increase \$40 or 4% Per Week</b>
<b>Level 1 (Commencement)</b>	755.27	795.27	835.27	875.27
<b>Level 1 (After 6 Months)</b>	768.87	808.87	848.87	888.87
<b>Level 2</b>	782.44	822.44	862.44	902.44
<b>Level 3</b>	799.00	839.00	879.00	919.00
<b>Level 4</b>	813.35	853.35	893.35	933.35
<b>Level 5</b>	828.06	868.06	908.06	948.06
<b>Level 6</b>	857.47	897.47	937.47	977.47
<b>Level 7</b>	886.62	926.62	966.62	1006.62
<b>Level 8</b>	915.90	955.90	995.90	1035.90
<b>Level 9</b>	947.96	987.96	1027.96	1069.08

<b>Queensland Local Government Officers' Award 1998</b>				
<b>Calculated Annual Salary - State Award - For EBA 6</b>				
	<b>Current EBA</b>	<b>EBA 6 Payment 1 1 Feb 2012</b>	<b>EBA 6 Payment 2 1 Feb 2013</b>	<b>EBA 6 Payment 3 1 Feb 2014</b>
		<b>Salary (Increase \$40 or 4% Per Week)</b>	<b>Salary (Increase \$40 or 4% Per Week )</b>	<b>Salary (Increase \$40 or 4% Per Week)</b>
<b>Level 1.1</b>	41,456	43,536	45,616	47,696
<b>1.2</b>	42,149	44,229	46,309	48,389
<b>1.3</b>	43,156	45,236	47,316	49,396
<b>1.4</b>	44,237	46,317	48,397	50,477
<b>1.5</b>	45,318	47,398	49,478	51,558
<b>1.6</b>	46,398	48,478	50,558	52,638
<b>Level 2.1</b>	47,493	49,573	51,653	53,733
<b>2.2</b>	48,716	50,796	52,876	54,991
<b>2.3</b>	49,796	51,876	53,956	56,114
<b>2.4</b>	50,878	52,958	55,077	57,280
<b>Level 3.1</b>	51,958	54,038	56,200	58,448
<b>3.2</b>	53,039	55,161	57,367	59,662
<b>3.3</b>	54,122	56,287	58,538	60,880
<b>3.4</b>	55,062	57,265	59,556	61,938
<b>Level 4.1</b>	56,142	58,388	60,723	63,152
<b>4.2</b>	57,223	59,512	61,893	64,368
<b>4.3</b>	58,303	60,635	63,061	65,583
<b>4.4</b>	59,384	61,760	64,230	66,799
<b>Level 5.1</b>	60,464	62,883	65,398	68,014
<b>5.2</b>	61,545	64,007	66,567	69,230
<b>5.3</b>	62,626	65,131	67,737	70,446
<b>Level 6.1</b>	64,428	67,005	69,685	72,473
<b>6.2</b>	66,230	68,879	71,634	74,500



<b>6.3</b>	68,032	70,753	73,583	76,527
<b>Level 7.1</b>	69,832	72,626	75,531	78,552
<b>7.2</b>	71,633	74,498	77,478	80,577
<b>7.3</b>	73,435	76,372	79,427	82,604
<b>Level 8.1</b>	75,596	78,619	81,764	85,035
<b>8.2</b>	77,757	80,867	84,101	87,466
<b>8.3</b>	79,919	83,115	86,440	89,898
<b>8.4</b>	81,948	85,226	88,635	92,181
<b>8.5</b>	83,978	87,337	90,831	94,464