

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Quilpie Shire Council, Administration, Community Services, Environmental Services and Technical Stream,
Certified Agreement 2012

Matter No. CA/2012/557

Deputy President Swan

31 January 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 31 January 2013 the Commission certifies the following written agreement:

Quilpie Shire Council, Administration, Community Services, Environmental Services and Technical Stream, Certified Agreement 2012 – CA/2012/557.

Made between:

Queensland Services, Industrial Union of Employees
Quilpie Shire Council

The agreement was certified by the Commission on 31 January 2013 and shall operate from 31 January 2013 until its nominal expiry on 11 November 2015.

This agreement replaces Quilpie Shire Council, Administration, Community Services, Environmental Services and Technical Stream, Certified Agreement 2008 – CA/2009/1.

By the Commission.

Deputy President Swan



QUILPIE SHIRE COUNCIL AGREEMENT 2012

ADMINISTRATION STAFF AND TECHNICAL STAFF

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PART ONE

1.1 Title

This agreement shall be known as the Quilpie Shire Council, Administration, Community Services, Environmental Services and Technical Stream, Certified Agreement 2012.

1.2 Definition

This agreement will cover those staff under the Queensland Local Government Officers Award 1998 and shall exclude all senior staff above level 8 on a common law contract.

Administration Staff will be defined as including Chief Executive Officer, Deputy Chief Executive Officer, Administration Officers, Payroll Officer and Administrator, Museum and Visitors Centre and Storeman.

Technical Staff will be defined as including Engineer, Works Manager, Works Supervisors, Workshop Supervisor, Parks & Gardens Supervisor, Plumbing Supervisor, Workplace Health & Safety Officer, Depot Clerk & Storeman.

1.3 Date and Period of Agreement

This Agreement shall operate from the beginning of the first pay period to commence on or after the signing of the Agreement and subject to the certification of the Agreement by the Queensland Industrial Relations Commission, and remain in force until 11th November 2015.

The parties agree that the wage increase component of the agreement will apply from 1st July 2012 and pay increases for administration and technical staff will be backdated to 1st July 2012, being the conclusion of the previous Certified Agreement.

The parties agree that negotiations for the next certified Agreement shall commence no later than six (6) months prior to the expiry date of this Agreement.

The parties commit to submitting a proposed replacement certified agreement to the Queensland Industrial Relations Commission for certification.

1.4 Relationship to Parent Award

This agreement shall be read and applied in conjunction with the terms of the *Queensland Local Government Officers Award 1998*, as amended and applying at the time of the commencement of this agreement, provided that where there is any intended inconsistency between this agreement and the award, this agreement shall prevail to the extent of that inconsistency.

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

1.5 Commitment to Collective Bargaining

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

The terms and conditions of that award and this agreement shall continue to apply to all employees covered by the agreement, including new employees.

1.6 Single Bargaining Unit

For the purposes of negotiating and implementing an Enterprise Agreement on behalf of all unions in accordance with the Wage Fixing Principles of the Queensland Industrial Relations Commission and the Industrial Relations Act 1999, a Single Bargaining Unit (SBU) has been established.

The SBU was elected by employees and consists of three representatives from a cross-section of union coverage.

1.7 Enterprise Bargaining Team

As a practical vehicle to assist in the implementation of this agreement an Enterprise Bargaining Team ("EBT") has been established as per the definition.

Employee representatives on the EBT are elected/appointed by the SBU and are responsible to the SBU.

The management representatives on the EBT are appointed by and are responsible to the CEO and Council.

1.8 Parties Bound

The parties to the agreement shall be, Quilpie Shire Council and the Queensland Services, Industrial Union of Employee.

1.9 Application

The agreement shall apply to the Council, the above named Unions and their members or persons eligible to be their members employed by the Council under the relevant parent award.

1.10 No Extra Claims

The parties will not pursue any extra claims for changes in relation to any industrial matters during the life of this agreement. This clause shall not prevent the parties from applying variations to the quantum of award based allowances passed on by the QIRC which occur during the life of this agreement where such allowance would apply under the terms of this agreement.

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

1.11 Aims and Objectives

The parties to this agreement recognise that this Agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the Shire Council. Hence the aim of this agreement is:

- a) To improve the productivity and efficiency within the Council;
- b) To facilitate greater flexibility of working arrangement within the framework of this Agreement;
- c) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement;
- d) Participation by Council, management, employees and their unions and customers in the continuous improvement process particularly in the development of more efficient work practices and quality improvement;
- e) To improve communication between management and staff so that continued Local Government reform is ensured; and
- f) Where possible, given the economic climate, Council is committed to maintaining staff levels for the life of this Agreement, with preference given to fulltime employees.

1.12 Consultation and Communication

To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the EBT shall be responsible for the role of co-ordinating the reforms set out in this agreement and ensuring effective communication between management, the EBT, the SBU, employee work teams.

The parties are committed to a consultative process which aims to effect a change in the organisation's culture through co-operation. Management will assist and support these processes by providing resources and staff to participate where required at the discretion of the Chief Executive Officer.

No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

1.13 Grievance and Dispute Settlement Procedure

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.

Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but where appropriate, shall accept reassignment to alternative suitable work/work environment in the meantime.

In the event of any workplace grievance arising and or disagreement between the parties as to matters directly relating to the application or interpretation or implementation of this agreement, the following procedure will be followed.

- A -** 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 QSU.
- B -** Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the QSU who will attempt to facilitate a resolution within 24 hours.

C - 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 remains 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 QSU from making representations to each other at any stage in this procedure.

PART TWO

2.1 Wage levels

The Council agrees to pay employees a wage increase of 3.5% or \$35 (whichever is the greater) on top of current rates of pay, back dated to 01st July 2012.

The Council agrees that from 01st July 2013 that a further increase of 3.5% or \$35 (whichever is the greater) shall be paid.

The Council agrees that from 01st July 2014 that a further increase of 3.5% or \$35 (whichever is the greater) shall be paid.

2.2 Cost of Living Allowance (COLA)

In addition to the above item 2.1 wage levels all employees of Quilpie Shire Council under this award will receive a Cost of Living Allowance (COLA) of \$25.00 per week from the 01st July 2012 for the duration of this Agreement.

2.3 Schedule of Wages

A schedule of wage and salary rates to apply during the life of this Agreement is attached as Appendix A.

2.4 Camp Allowance

Both parties recognise the difficulties involved in camping and agree that from 12th November 2012 a \$50.00 camp allowance for each night spent in camp shall apply.

The Council agrees that from 12th November 2013 a \$52.50 camp allowance for each night spent in camp shall apply.

The Council agrees that from 12th November 2014 a \$55.00 camp allowance for each night spent in camp shall apply.

2.5 Uniform Allowance

Council recognises the benefit gained in promoting a "Council Image" through the wearing of a Council Uniform by staff and encouraging the wearing of safety clothing. The wearing of the Quilpie Shire Councils' approved uniform is compulsory for all employees.

Council will reimburse Admin staff for the cost of initially purchasing or later replacing their uniform, given fair wear and tear, up to a maximum amount of:-

- \$475.00, not including GST from the commencement date of the agreement. This includes up to a maximum amount of \$100.00 for closed toed shoes.
- \$500.00, not including GST from 12th November 2013. This includes up to a maximum amount of \$100.00 for closed toed shoes.
- \$525.00, not including GST from 12th November 2014. This includes up to a maximum amount of \$100.00 for closed toed shoes.

Uniforms for Admin Staff are limited to a uniform agreed to by staff and the CEO. Payment will be authorised by the CEO upon provision of receipts and will be included with the employee's next pay.

Council will reimburse Technical staff for the cost of initially purchasing or later replacing their uniform, given fair wear and tear, up to a maximum amount of:-

- \$475.00, not including GST from the commencement date of the agreement. This includes up to a maximum amount of \$100.00 for closed toed shoes.
- \$500.00, not including GST from 12th November 2012. This includes up to a maximum amount of \$100.00 for closed toed shoes.
- \$525.00, not including GST from 12th November 2014. This includes up to a maximum amount of \$100.00 for closed toed shoes.

In the case of Technical Staff a uniform is limited to Council approved safety shirts available from Council store and safety coats. The provision of safety boots, hats, vests and safety glasses will be provided by Council at no cost to the employees and will not be included in the uniform allowance.

Payment will be authorised by the CEO upon provision of receipts and will be included with the employee's next pay.

2.6 Annual Leave & Working Hours for Workshop Supervisor, Parks & Gardens Supervisor & Plumbing Supervisor

Workshop Supervisor, Parks & Gardens Supervisor and Plumbing Supervisor will work a thirty-eight (38) hour working week, Monday to Thursday eight (8) hrs, Fridays will be six (6) hrs & there will be no RDO.

The above-mentioned employees will forego RDO's and in exchange will receive an additional two (2) weeks annual leave which will take them to seven (7) weeks annual leave and the leave will be taken at different times during the year.

2.7 Maternity / Parental Leave

The parties agree that in addition to the terms contained within the Parental Leave provisions of the State Act and Awards pertaining to Local Government Employees, the following additional benefits shall apply:-

Six (6) weeks paid leave shall be remitted to the child's mother, on her return to work, providing that the recipient agrees to remain in the employ of the Council for a period of not less than three (3) months from re-commencement of work after the parental leave has terminated. In consideration of the recipient's good

faith, a bond shall be signed between the Parties which shall reimburse any monies paid, should the recipient leave the employ of the Council within the period stated above.

2.8 Sick Leave / Absenteeism

Sick Leave will accrue in accordance with the relevant Award and employees will be paid a sick leave bonus of an amount equal to five (5) days pay (see table) if the employee takes no more than two (2) days sick leave during the fifty-two (52) weeks following the commencement of this signed Agreement. Such payment shall be withheld if no Doctors certificate was produced for leave taken in addition to the aforementioned two (2) days pay. Payment shall be made in the first full pay period after the expiry of the aforementioned fifty-two (52) week period.

Family leave of up to five (5) days may be taken, provided doctor's certificates are produced, without it affecting the sick leave bonus.

No pro-rata payment shall be made where the services of an employee is terminated, for any reason, during the fifty-two (52) week period.

For employees who commence work during the fifty-two (52) week period, the following bonus arrangements will apply:-

Term of Employment	Bonus to be Paid	
	Administration	Technical
Up to 13 weeks	Nil	Nil
More than 13 weeks up to 26 weeks	9.06 hours	9.5 hours
More than 26 weeks up to 39 weeks	18.12 hours	19 hours
More than 39 weeks up to 51 weeks	27.19 hours	28.5 hours
Over 51 weeks	36.25 hours	38 hours

Due to transition and changeover of doctors in the district, it will be at the discretion of the employee's Supervisor to sign a declaration when it has been difficult to see a doctor (due to timing and availability) to obtain a doctor's certificate.

The use of sick leave is to be monitored to gauge the effectiveness of the bonus scheme. If there is no measurable benefit the scheme is to be considered for exclusion in subsequent agreements.

2.9 Bereavement Leave

Employees may be granted up to four (4) days bereavement leave if attending a funeral somewhere other than Quilpie Shire, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below.

Employees may be granted up to two (2) days bereavement leave if attending a funeral within Quilpie Shire, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below.

Wife, de-facto wife, husband, de-facto husband, father, mother, father-in-law, mother-in-law, brother, sister, child or step-child, step-father, step-mother, half-brother, half-sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, de-facto grandfather, grandmother, de-facto grandmother, grandson or granddaughter, uncles, aunts, nieces and nephews.

This shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration under the provision of the Oaths Act.

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

2.10 Span of Hours

Both parties recognise that efficiencies can be gained by increasing the span of hours in which work may be performed without further penalty.

Where special projects require, full time employees ordinary hours of work shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 7.00pm.

2.11 Flexible Work Hours

At the discretion of the CEO, and subject to sufficient staff being available to ensure all offices and facilities are run efficiently, flexible work arrangements may be negotiated on an individual basis.

2.12 Working Hours and Rostered Days Off

Administration Staff will work a nine (9) day work cycle.

Administration Staff will work eight, eight (8) hour days and one (1) eight and half (8.5) hour day.

Rostered days off will be taken at a time agreed upon between the staff member and the Chief Executive Officer.

Rostered days off may accumulate to a maximum of five (5) days.

Works Supervisors will work a nine (9) day works cycle.

Works Supervisors will work the following hours:

For long week (5 Day Week)

Monday, Tuesday, Wednesday, Thursday, nine (9) hours ordinary per day on the job, plus usual service and travel time.

Friday six (6) hours on the job, then travel to camp/town.

Short Week (RDO Week)

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

Friday (RDO).

Workshop Supervisor, Parks & Gardens Supervisor and Plumbing Supervisor will work a thirty-eight (38) hour working week Monday to Thursday with the Friday becoming a six (6) hour working day.

These employees will forego RDOs and in exchange their annual leave will increase from five (5) weeks to seven (7) weeks.

2.13 Overtime

Staff may take time off in lieu of approved overtime. If an employee chooses this option, the paymaster will keep a register of overtime to be completed by the employee and signed by the Chief Executive Officer.

2.14 Leave Without Pay

When an employee applies for Leave Without Pay and it is granted by the Chief Executive Officer, such leave will not constitute a break in continuity of service of the employee, however accrual of benefits and leave during this period will be suspended.

2.15 Travel Arrangements

Travel arrangements for Supervisors will be the same as outside workforce arrangements as documented in the Quilpie Shire Council Certified Agreement (Outside Workforce) *"All travel outside standard hours done by Employees of the Quilpie Shire Council will be at relevant overtime rates"*.

2.16 Timesheets

To allow more accurate costing to occur, all employees will complete a weekly time sheet, which includes the time they have worked on various jobs, the plant usage and other details presently recorded on their plant working return and give it to their supervisor for authorisation each Friday afternoon.

2.17 Payment of Wages

The current practice of payment of salaries and wages on a fortnightly pay cycle shall continue.

This will be by direct debit into the employees nominated bank accounts and will be available no later than the following Wednesday after the end of the pay period.

2.18 Training

Management recognises that a multi-skilled workforce is a great asset.

Council is committed to the development of staff and the improvement of services through the provision of relevant training to Staff.

Council will meet all reasonable expenses incurred while travelling to training seminars and in case of incidental expenses re-imbursment of, and wherever possible the provision of a vehicle.

2.19 Workplace Health and Safety

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

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

2.20 Group Specific Arrangements

Where the circumstances require, and where the majority of employees agree, group specific arrangements may be established to deal with a specific project.

The process for the development of specific project or work team agreements will be as follows:-

1. All employees who are being asked to work under this Group Specific Agreement (GSA) are asked to vote.

2. It is the Council's intention to seek agreement of all employees affected by the GSA. However, if this is not achievable the following will apply;
 - (a) If a majority of 70% or more of the employees affected agrees by way of a vote, the GSA can be implemented.
 - (b) Employees are to participate in the identification of the Flexible Working Agreement and/or facilitative provisions under the relevant Award to be applied under the GSA.
 - (c) Employees will be provided with a copy of the draft GSA and be given no less than two (2) full working days prior to being asked to vote. All employees covered by the GSA will sign the document to signify understanding of the content of the GSA.
3. The project team/work group would monitor the GSA on a monthly basis and review conditions.
4. All new employees to the group or project will receive a copy of the GSA and agree to its terms before commencement of employment on the site.
5. If half or more of the employees leave the specific project the GSA must be renegotiated.
6. The GSA would alter the terms and conditions of this agreement.

2.21 Communications Matters

Management is committed to continuing a structure which provides for good communication between itself and its employees.

The following points are also agreed:-

- a) Where there is policy change within the organisation staff will be consulted prior to implementation.
- b) Management will implement and support procedures to optimise co-ordination and communication between functional areas.

2.22 Productivity and Efficiency Measures

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

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

2.23 Salary Sacrifice / Packages

The parties agree that employees shall be permitted to salary sacrifice/package part of their wages into any area that complies with the relevant taxation legislation, subject to independent financial advice being sought by the respective staff member prior to entering into the salary sacrifice and provided that it is at no cost to Council.

2.24 Job Security/Filling of Vacant Positions/Job Security/Use of Contractors

2.24.1 Filling of Vacant Positions

Subject to operational requirements, all positions that are vacant will be filled where possible and all positions will have a position description.

All positions will be classified in accordance with the level definitions provided for in the parent award, unless specified otherwise in this agreement.

Council will consider the merits of calling positions internally in the first instance where there is a demonstrated and suitably qualified applicant pool internally.

Selection shall be made based on merit in all cases.

2.24.2 Job Security

The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation.

The parties agree that direct employment by the employer is generally the preferred method of delivering services.

The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation.

The employer acknowledges that long-term casual employees have rights in accordance with the provisions of the relevant legislation.

2.24.3 Use of Contractors

The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council.

Council will take reasonable steps to ensure that Council has the benefit of a stable and committed workforce however, the parties recognise that Council will require the use of contractors to carry out council work.

Council's permanent full time employees will where possible be given first preference to higher duties positions over contractors, operations permitting.

Council may use contractors where the work volume is beyond the capacity of Council resources or existing staff (Capacity shall not be measured by artificial means, for example the non filling of vacancies or running down of plant/equipment).

Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.

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

PART THREE

3.1 Signatories

Signed for and on behalf of

David Burgess
Chief Executive Officer

In the presence of:

Jocelyn Robinson

Signed for on and behalf of

QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES OF EMPLOYEES

Kath Nelson
Secretary

In the presence of:

Jennifer Thomas

APPENDIX A

Administration & Technical Staff 2012									
Wages Schedule									
Band	Step	E.B.A.	E.B.A.	2012		2013		2014	
		01/07/2010	01/07/2011	1/07/2012 (3.5%)	OR \$35.00 / Wk	1/07/2013 (3.5%)	OR \$35.00 / wk	1/07/2014 (3.5%)	OR \$35.00 / wk
Level 1	1	42,658	44,791		46,611		48,431		50,251
	2	43,411	45,582		47,402		49,222		51,042
	3	44,489	46,713		48,533		50,353		52,173
	4	45,648	47,930		49,750		51,570		53,390
	5	46,938	49,285		51,105		52,925		54,745
	6	47,955	50,353		52,173		53,993	55,827	
Level 2	1	49,126	51,582		53,402	55,256		57,190	
	2	50,285	52,799	54,647		56,560		58,539	
	3	51,443	54,015	55,906		57,862		59,888	
	4	52,469	55,092	57,021		59,016		61,082	
Level 3	1	53,624	56,305	58,276		60,316		62,427	
	2	54,783	57,522	59,535		61,619		63,776	
	3	55,940	58,737	60,793		62,921		65,123	
	4	57,097	59,952	62,050		64,222		66,470	
Level 4	1	58,114	61,020	63,155		65,366		67,654	
	2	59,297	62,262	64,441		66,696		69,031	
	3	60,430	63,452	65,672		67,971		70,350	
	4	61,588	64,667	66,931		69,273		71,698	
Level 5	1	62,744	65,881	68,187		70,574		73,044	
	2	63,902	67,097	69,445		71,876		74,392	
	3	65,021	68,272	70,662		73,135		75,694	
Level 6	1	67,000	70,350	72,812		75,361		77,998	
	2	68,916	72,362	74,894		77,516		80,229	
	3	70,847	74,389	76,993		79,688		82,477	
Level 7	1	72,782	76,421	79,096		81,864		84,729	
	2	74,703	78,438	81,183		84,025		86,966	
	3	76,631	80,463	83,279		86,193		89,210	
Level 8	1	78,947	82,894	85,796		88,799		91,906	
	2	81,232	85,294	88,279		91,369		94,567	
	3	83,519	87,695	90,764		93,941		97,229	
	4	85,734	90,021	93,171		96,432		99,808	
	5	87,952	92,350	95,582		98,927		102,390	