

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Burke Shire Council - Certified Agreement 2012-2014

Matter No. CA/2013/26

Deputy President O'Connor

10 April 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 10 April 2013 the Commission certifies the following written agreement:

Burke Shire Council - Certified Agreement 2012-2014 – CA/2013/26 [as amended].

Made between:

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

The agreement was certified by the Commission on 10 April 2013 and shall operate from 10 April 2013 until its nominal expiry on 9 April 2015.

This agreement replaces Burke Shire Council Enterprise Bargaining - Certified Agreement 2001 [CA/2002/179].

By the Commission.

Deputy President O'Connor

BURKE SHIRE COUNCIL CERTIFIED AGREEMENT 2012 – 2014

1. Title

This Agreement shall be known as the "Burke Shire Council – Certified Agreement 2012 - 2014".

2. Arrangement

This Agreement is arranged as follows –

- 1.Title²**
- 2.Arrangement²**
- 3.Date and Period of Operation³**
- 4.Application of Agreement³**
- 5.Parties Bound³**
- 6.Renegotiation of Agreement³**
- 7.Objectives³**
- 8.Relationship to Parent Awards⁴**
- 9.No Extra Claims⁵**
- 10.Dispute Settlement/Resolution⁵**
- 11.Joint Consultative Committee⁶**
- 12.Training and Development⁷**
- 13.Commitment to Maximising Employment Security⁸**
- 14.Wage Increases⁹**
- 15.Burke Shire Council Remote Locality Allowance⁹**
- 16.Industrial Standards¹⁰**
- 17.Flexible Working Arrangements¹⁰**
- 18.Efficient Use of Labour¹¹**
- 19.Time off in lieu of overtime¹¹**
- 20.Uniform and Clothing Allocation and Allowance¹¹**
- 21.Long Service Leave Entitlements¹²**
- 22.Annual Leave¹²**
- 23.Parental Leave¹²**
- 24.Family Leave “Top Up”¹²**
- 25.On-call Allowance¹²**
- 26.Bereavement Leave¹³**
- 27.Natural Disaster Leave¹³**
- 28.Burke Shire Council Camp and/or Accommodation Allowance¹⁴**
- 29.Redundancy - Retrenchment¹⁴**
- 30.Opportunities for Permanent Employment¹⁴**
- 31.Union Encouragement¹⁴**
- 32.Trade Union Training Leave¹⁵**
- 33.Accrual of Rostered Days off During Paid Leave¹⁶**
- 34.Sick Leave¹⁶**

3. Date and Period of Operation

This Agreement shall operate from the beginning of the first pay period after signing by all parties for a period of 2 years subject to certification by the Queensland Industrial Relations Commission. This Agreement updates and replaces all previous Burke Shire Council Enterprise Bargaining/Certified Agreements/Administrative arrangements.

4. Application of Agreement

- a) This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant, except as provided hereafter:

Provided that any Burke Shire Council employee whom is employed by Council in accord with a Common Law Contract entered into under the terms and provisions of Clause 6.5 or 6.6 of the Queensland Local Government Officers' Award 1998 shall be exempt from any terms and conditions of this Certified Agreement, where the contract states that the agreement will not apply to the terms and conditions applicable to the employee, and, the terms and conditions of the contract did not result, on consideration of all contents, in a reduction of the overall terms and conditions of employment applicable to the employee under this Agreement.

- b) Council states that its' clear intention is that only the current Roles of Chief Executive Officer, Deputy Chief Executive Officer, Finance Officer/Accountant and Works Manager are to be subject to Clause 4 (a).

5. Parties Bound

- a) The Parties to this Agreement are:-
- b) Burke Shire Council
- c) Queensland Services Industrial Union of Employees,
- d) The Construction, Forestry, Mining and Energy industrial Union of Employees, Queensland,
- e) Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees.
- f) The Australian Workers Union of Employees, Queensland.

6. Renegotiation of Agreement

- 6.1 The Parties shall hold discussions in relation to the renegotiation of a new Agreement six months prior to the expiration of this Agreement.
- 6.2 The Parties agree to negotiate collectively in respect of all its employees and negotiations will be held between representatives from Management representing Council, workplace representatives and local Job Delegates/Officials of relevant Unions.

7. Objectives

- 7.1 To improve productivity and efficiency at Burke Shire Council in order that Council produces works and services that meet the needs of Council ratepayers and the

Burke Shire communities. Through this agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working;

- a) To improve productivity and efficiency at Burke Shire Council in order that Council produces works and services that are competitively priced;
- b) To facilitate greater flexibility of working arrangements within the framework of this Agreement;
- c) To ensure continued Local Government reform, using a consultative approach to enhance high morale;
- d) To promote the training and workplace performance of employees;
- e) To provide where possible and to meet operational needs, career-path opportunities within the capability of Council to do so;
- f) To provide a safe and healthy workplace;
- g) To ensure that the gains from improved productivity are shared by staff, and the Council, on the ratepayers' behalf;
- h) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of the Agreement;
- i) Maintenance of sustainable employment levels;
- j) To achieve equitable pay outcomes for all employees;
- k) Through this agreement, the development of strong cooperative relationships between the Council, its employees and the unions bound by this agreement will be facilitated. These relationships will be characterised by openness, transparency, trust, respect, a commitment to effective consultation and preparedness to consider alternative viewpoints.
- l) To provide the mechanism for support for and achievement of the Council's Vision and Mission Statement that -

“In order to achieve the vision for the Shire as stated in Council's Corporate Plan, organisational efficiency, effectiveness and productivity must be improved. The need to strive for continuous improvement in delivery of services in order to remain competitive is also recognised. Council's employees are important players in the achievement of the Shire community's vision and in the associated corporate change process.

This Agreement is a commitment by the parties to securing long term benefits and stability for the community, Council and Employees through improvements to quality and productivity.”

8. Relationship to Parent Awards

8.1 This Agreement shall be read and applied in conjunction with the following Awards: -

- a) Queensland Local Government Officers' Award 1998;
- b) Local Government Employees' (Excluding Brisbane City Council) Award – State;
- c) Engineering Award – State.

d) Building Trades (Public Sector) Award – State,

Provided that where there is any inconsistency between this Agreement and the Awards, this agreement shall prevail to the extent of that inconsistency.

9. No Extra Claims

- 9.1 The parties to this agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Agreement or adjustments to allowances granted by the Queensland Industrial Relations Commission.
- 9.2 This No Extra Claims commitment excludes any decisions arising from the separate Classification and Pay Rates Review being conducted on behalf of the Joint Consultative Committee, established by clause 11 of this agreement, concerning current wage classification anomalies.

10. Dispute Settlement/Resolution

- 10.1 Effective communication between employees and management is a pre-requisite to good Industrial relations and the following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to the employment relationship.
- 10.2 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and Council in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Any employee has the right to have either their union representative or support person present when raising any matter in accordance with this Clause.
- 10.3 In circumstances where Council's issues, resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the Queensland Industrial Relations Commission (QIRC) for conciliation and, where appropriate, arbitration any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:
- a) At the workplace
During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction. However, where the dispute involves a bona fide health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative works / work environment in the meantime.
 - b) No party shall be prejudiced as to final settlement by the continuance or work in accordance with this clause.
 - c) Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps, providing that where the dispute/grievance is with the immediate supervisor then the next step in the process would occur:
 - i) Stage 1 – the employee is to notify their immediate supervisor of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter.

This meeting should be held within forty-eight (48) hours of notification. Employees may elect to be accompanied by a Union representative or Support Person.

- ii) Stage 2 – if the matter remains unresolved after Stage 1, the employee may request that the supervisor refer the matter to the relevant Department Head.

This meeting should be held within five (5) working days of the employee request to progress the matter to stage two. Employees may elect to be accompanied by a representative.

- iii) Stage 3 – if the matter remains unresolved after Stage 2, the employee may request that the supervisor refer the matter to the Chief Executive Officer.

These discussions should be held within five (5) working days of the employee request to progress the matter to stage three. Employees may elect to be accompanied by a representative.

- iv) Stage 4 – if the matter remains unresolved, then either party may refer the matter to The QIRC. The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary.

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

- v) Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.
- vi) There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.
- vii) The objective of this procedure is to resolve grievances through discussions and negotiation. Whenever possible a resolution to grievances should be achieved through discussions at the local level.
- viii) Except where a bona fide health and safety issue is involved, the parties shall ensure the continuation of work and agreed work practices.
- ix) 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 or work environment in the meantime in the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures outlined in clause 9 of this agreement shall apply.

11. Joint Consultative Committee

- 11.1 It is agreed by all parties to this Agreement that effective communication is a key to improving greater job satisfaction and morale in the Council's Organisation and that the Council, management and employees as Unions are committed to a consultative process in order to change any perceived culture that reflects a "them and us" attitude.

- 11.2 It is therefor agreed that a Joint Consultative Committee (JCC) will be established with its' first meeting to take place in February 2013 and will meet monthly to and including December 2013 then meet as deemed necessary thereafter by the JCC subject to there being at least one Meeting every Quarter of the year.
- 11.3 The JCC will be made up of a minimum of 3 Management Representatives plus Job Delegates and Officials signatory to this Agreement plus workplace representatives from nominated workplaces as agreed by the JCC.
- 11.4 The members of the Single Bargaining Unit formed to negotiate this agreement shall be automatic members of the JCC.
- 11.5 There is no limit to the number of people whom the JCC can invite to any meeting.
- 11.6 The JCC is a consultative forum not a "voting" forum.
- 11.7 It is agreed that the JCC will have a broad Charter of Responsibility including discussions and consultations concerning but not limited to the following: -
- a) Implementation of this Certified Agreement;
 - b) Strategy to ensure that problems perceived with job satisfaction by employees, work morale, namely training, employees' facilities and workplace health and safety;
 - c) Improvements in the quality of customer service;
 - d) Quality Assurance, Productivity and efficiency improvements;
 - e) Employee Training and Development;
 - f) Human Resources Management Policies;
 - g) Performance Management; and
 - h) Any other matter as agreed or related to ensuring a skilled and productive workforce at Council.

12. Training and Development

- 12.1 The parties recognise that in order to increase the efficiency and productivity of the Council a significant commitment to structured training and skill development is required.
- 12.2 A guaranteed Training Budget for 2012/13 has been formally developed by Council and communicated by Council to all employees, identifying specific budgets for Inside and Outside employees.
- 12.3 A Training Needs Analysis be completed within 3 months of a successful Certified Agreement vote to establish immediate initial organisational and individual training needs;
- 12.4 All employees whom do not hold current First Aid Certificates shall receive First Aid Training by end March 2013;
- 12.5 Accordingly, the Council commits itself to:
- Developing a more highly skilled and flexible workforce; and
 - Providing employees with career opportunities through appropriate structured training based on nationally accredited competencies and curriculum.
- 12.6 It is agreed that such training be subject to the training being undertaken in a field which is part of Council functions and it is a requirement for employees to utilize such

training.

12.7 It is further agreed between the parties that training may be conducted in-house or by a recognised training provider, both on and off the job, and may be held either inside or outside normal working hours.

13. Commitment to Maximising Employment Security

13.1 The parties agree that unless emergency financial circumstances exist, simple job reduction is not to be undertaken as a first source of efficiencies without exhausting all reasonable other possibilities including access to technology and business and operational improvements. The Parties agree that Council has the right to change its overall numbers in the light of technology and business and operational process improvements.

13.2 The parties are therefore committed to continually making attempts to improving the job security of employees by:

- i) Training and educating employees and providing retraining where appropriate;
- ii) Career development and equal opportunity;
- iii) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
- iv) Timely advice to the parties and employees about any significant reallocation of labour; and
- v) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future.
- vi) Council will take steps to ensure that it has the benefit of a stable and committed workforce. Forced Redundancies are not perceived during the life of this agreement, however, before an employee is made redundant, council will consider the following alternatives:
 - A Voluntary Redundancy;
 - B Retraining / Redeployment;
 - C Such steps shall include measures to increase the security of employees' employment;

13.3 The parties recognise that the Council may require the use of contractors to carry out council work in the following circumstances:

- a) Where the work volume is beyond the capacity of Council resources or existing staff;
- b) Where the type of work or specialisation required is beyond the capacity of Council resources or existing staff;
- c) Where, on a 'like for like' basis, it is more cost effective to deliver equivalent quantity and quality services;
- d) Where Government or other funding prohibits the use of Council's Day Labour.

13.4 Council will consult with the Joint Consultative Committee with details of this usage and the basis on which the decision to contract is made. Management will give due consideration to any recommendations that are made by the Committee.

- 13.5 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.
- 13.6 The use of contractors/labour hire personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

14. Wage Increases

- 14.1 In consideration of the commitment of all parties to this Agreement to improve the productivity, efficiency and flexibility of all operations within the Burke Shire Council, the following wage increases and Safety Net Increases awarded by the Queensland Industrial Relations Commission, are to apply to wage rates confirmed by the separate Classification and Pay Rates Review being conducted on behalf of the JCC, at the date of making this agreement:-
- a) From the First Pay Period following 1 July 2012 – to the end of the First Pay Period after 1 September 2012 – a flat \$30 per week increase above the wage rates applying to employees for this period;
 - b) From the First Pay Period after 1 September 2012 – a \$30 per week increase plus above the wage rates applying to employees for this period;
 - c) From the First Pay Period after 1 September 2013 – a further \$30 per week increase above the wage rates applying to employees for this period;
 - d) From the First Pay Period after 1 September 2014 – a further \$30 per week increase above the wage rates applying for this period;

15. Burke Shire Council Remote Locality Allowance

- 15.1 In recognition of the remote living circumstances of all Council employees, all Council employees shall receive a Burke Shire Council Remote Locality Allowance which as from the First Pay Period from 1 July 2012, will pay the following remote locality allowance-
- a) Full Rate per fortnight (i.e. with dependant spouse/partner earning less than the annual equivalent of the Queensland Guaranteed Minimum Wage) - \$227.10
 - b) Single Rate per fortnight (i.e. with no dependant spouse/partner) - \$113.55
- 15.2 Such Locality Allowance shall be adjusted from the First Pay Period after 1 September 2013 and annually each Year thereafter, by the equivalent Safety Net Increase percentage (or flat amount expressed as a percentage) awarded by the Queensland Industrial Relations Commission.
- 15.3 Such Burke Shire Council Locality Allowance shall replace any other Award Locality/Divisional/District Allowances however expressed.
- 15.4 Such Burke Shire Council Remote Locality Allowance shall be payable in such a way that any Burke Shire Council employee shall not be able to receive a “double benefit” of a dependent spouse allowance payment, if they or their spouse are already receiving an equivalent dependent spouse Locality Allowance consideration from another employer. In such circumstances, the Council employee will only be entitled

to a “single” person BSC Remote Locality Allowance;

15.5 Council undertakes to consider the circumstances of each individual employee in the implementation of this Allowance to ensure each employee receives their correct entitlements.

15.6 Council will also vary the “dependency” status of this Allowance to any employee whose circumstances change provided the employee advises Council accordingly.

15.7 Implementation Rules are as follows –

- a) This Allowance applies to all employees including casuals;
- b) The “full-rate” of this Allowance will apply to an employee for their spouse or partner provided that the spouse or partner does not earn more than amount of the annual equivalent of the Queensland Guaranteed Minimum Wage;
- c) The “full rate” will not apply to a spouse or partner whom is already receiving a similar specialised locality allowance from their respective employer;
- d) It shall be the employee’s responsibility to advise of any changes to their particular circumstances. A 2 month time limit shall apply for advice of any changes;
- e) This Allowance will be paid during any paid leave taken by the employee;
- f) This Allowance shall not be paid for any Leave Without Pay taken by the employee;

16. Industrial Standards

16.1 This Agreement shall not cause any employee to suffer a reduction in current ordinary time earnings, hours of work, annual leave or long service leave.

16.2 Any current wage classification anomalies are being dealt with by the separate Classification and Pay Rates Review being conducted on behalf of the JCC.

17. Flexible Working Arrangements

17.1 It is agreed between the Council, employees and the relevant Union that employees by mutual agreement and in writing may:-

- i) Change their starting and finishing times of work;
- ii) Work flexible hours in accord with Award provisions;
- iii) Implement staggered starting times;
- iv) Increased hours during favourable periods, but only paying for 38 hours, and lesser hours during unfavourable periods (e.g. wet season);
- v) Where specific Council operational needs and circumstances require, may work a 10/4 roster consisting of 10 working days straight and 4 days off. The 10 working days being of 10 hours duration, consisting of 7.6 hours normal time and 2.4 hours at time and a half. Other rosters may also be worked.
- vi) Public holidays to be catered for as per the Award.

17.2 Workplace Flexibility Agreements - (WFA) are Agreements reached between the relevant Unions, Employee/s and the Council to address specific issues relating to a group or category of Employee/s. A WFA is to allow sufficient flexibility for specific

sections of the workforce giving increased flexibility in employment conditions in accordance with the needs of Employees, and also so that Council can provide cost effective and competitive services. A WFA is not intended to supplant or in any way reduce from the minimum work conditions set out in this Agreement or Award. The parties recognise that a WFA may vary the conditions of employment; however, when viewed as a whole in Employee must not be in an inferior overall position than they would be under the terms of this Agreement or the Award.

18. Efficient Use of Labour

18.1 An employee may be required by the Council to carry out such duties as are reasonably within the limits of the employee's skill, competence and training, provided such duties are not designed to promote deskilling nor result in any reduction in remuneration.

19. Time off in lieu of overtime

19.1 An employee by prior a request in writing approved by their supervisor may elect to claim time in lieu instead of overtime for equivalent time worked outside the spread of ordinary hours of any day or in excess of the ordinary weekly hours.

19.2 The parties recognise that such time in lieu should be for a particular purpose and not to exceed 76 hours or be paid at the overtime rates that would otherwise apply.

20. Uniform and Clothing Allocation and Allowance

20.1 Every employee is required to wear Council corporate clothing in accordance with the Council's Policy on Uniforms, Clothing Allocations and Clothing Allowances.

20.2 The following items are the minimum issues for commencing employees:-

a) Field Staff -

- i) Five (5) sets of safety shirts and pants or jeans /approved administration uniforms excluding workshops staff;
- ii) One (1) hat for sun protection;
- iii) Two (2) pairs of overalls or five (5) pairs of long trousers and (5) safety shirts for Workshop Staff;
- iv) Two (2) pair of safety boots to a maximum value of \$200 (per pair);
- v) One (1) approved Jacket.

b) Administration Staff –

- i) 3 sets of blouse/shirts/skirts/dress/long or short pants/one jumper, with any combination thereof, to a maximum value of \$350.

20.2 All provided items of clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/damaged items.

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

20.4 This allowance will only apply to permanent full-time employees and on a pro-rata

basis for permanent part-time/casual employees. Provided that where permanent part time/casual is worked on each work day, the same provision as permanent full time will apply.

20.5 On termination of employment all Council uniforms containing identifiable images/text that relates to the Council are to be returned within two weeks.

21. Long Service Leave Entitlements

21.1 The parties agree that long service leave entitlements for all employees covered by their Parent Awards will receive 13 weeks after 10 years with pro rata after 7 years able to be taken without termination or leaving after the completion of 7 years service.

21.2 All other Long Service Leave entitlements shall be in accord with the Queensland Industrial Relations Act 1999 as amended from time to time.

22. Annual Leave

22.1 Employees (other than a casual employee) covered by this Agreement are entitled to Five weeks annual leave each year plus Annual Leave Loading of 17 ½%.

22.2 All other annual leave arrangements for all employees shall be in accord with the Local Government Employees (Excluding City of Brisbane) 2003 – State.

23. Parental Leave

23.1 Council will extend Parental Leave in accord with Australian Government National Standards.

23.2 That unused Sick leave can be transferred to Parental Leave on approval from the CEO

24. Family Leave “Top Up”

24.1 Unused Sick leave can be transferred to Family Leave on approval from the CEO.

25. On-call Allowance

25.1 Any employee formally required by Council to be On-Call shall be paid On-Call Allowance in accord with the Local Government Employees (Excluding City of Brisbane) 2003 – State, as follows-

a) Monday to Saturday – An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$14.90 for each day and/or night during which the employee remains on call.

b) Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for a working day of 8 hours:

Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by the Award, the employee shall be paid for the time so worked at the overtime rate therein prescribed in lieu of the above rate and the sum above mentioned shall be reduced by an amount bearing the same

proportion to such sum as the time worked at overtime rates bears to the period of 8 hours:

Provided further, if the time worked by the employee at overtime rates is 8 hours or more, than the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

- c) Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.
- d) An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the Employer's premises outside ordinary hours to perform a specific job.

26. Bereavement Leave

- 26.1 Employees will be entitled on Application with justification to the satisfaction of Council, to an additional 3 days bereavement leave deducted from accumulated sick leave balances.
- 26.2 Bereavement Leave is able to be extended, as approved by the CEO for cultural leave or other purposes.

27. Natural Disaster Leave

- 27.1 Employees who are prevented from attending their normal place of employment because of floods, cyclonic disturbances or severe storms may be granted leave in the following circumstances:
 - a) Special natural disaster leave is available to staff under the following conditions and/or circumstances:
 - i. Where employees are prevented from travelling from their place of residence to their usual place of employment due to a natural disaster that would threaten the safety of the employee or the employee immediate family if they were to attempt to attend for work by either their usual, or some other reasonably available means of transport; and
 - ii. It is not reasonable for the employee to attend for duty at another Council depot or office; and
 - iii. They have advised, or as soon as reasonably practicable, have advised their supervisor of the circumstances; or
 - iv. Where due to a natural disaster or a pending natural disaster the employee has a reasonable domestic necessity that requires them to either remain at or return to their home or to another residence or premises to protect the safety of the employees immediate family, to prepare, protect or remove belongings etc from a personal dwelling or place of residence; or
 - v. Where on account of a pending natural disaster the employee must leave work early due to the likelihood that their normal mode of transport from work will likely be discontinued due to such pending natural disaster; or
 - vi. Subsequent to a natural disaster, to make or organise temporary repairs, or to clean up etc the employees personal dwelling; and

vii.They have advised, or as soon as reasonably practicable, have advised their supervisor of the circumstances.

27.2 Employees whose circumstances are defined by this policy shall be allowed up to five (5) days paid special natural disaster leave per calendar year (non cumulative), with access to a maximum of 3 days leave per recognised natural disaster event.

Special natural disaster leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible employees.

27.3 For exceptional circumstances beyond the scope of this clause, Council may consider additional paid special natural disaster leave. Approval of such additional leave for exceptional circumstances is subject to the decision and approval of the Chief Executive Officer and will be considered on a case by case basis.

28. Burke Shire Council Camp and/or Accommodation Allowance

28.1 In addition to matters contained in the Council's Policy on Camp and Accommodation, where for the performance of work it is necessary for an employee to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employee to travel to and from home each day or because such employee is directed to live in such a camp, such employee shall be paid on a tiered approach whilst staying in camp:

- a) Where Council supplies accommodation and meals, \$10 per day allowance is paid:
- b) Where Council supplies accommodation only, \$50 per day is paid;
- c) Where no accommodation and no meals are supplied (swag/rough camp) \$100 per day is paid.

29. Redundancy - Retrenchment

29.1 All Redundancy/Retrenchments arrangements and entitlements for all employees shall be in accord with the Local Government Employees (Excluding City of Brisbane) 2003 – State.

30. Opportunities for Permanent Employment

30.1 Council will advertise internally all permanent employment opportunities subject to this Agreement, prior to advertising externally.

31. Union Encouragement

31.1 Preamble.

This Clause gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial

membership of the Union.

31.2 Documentation to be provided by employer at the point of engagement, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the employee.

The document provided by the Employer shall also identify the existence of a Union encouragement clause in this Agreement.

31.3 Union Delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

31.4 Deduction of union fees

The Employer shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

32. Trade Union Training Leave

32.1 Upon written application by an employee to an Employer such application being endorsed by the Union and giving to the Employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

Other courses mutually agreed between the Union and an Employer, or Employers, may be included under clause 32.1.

For the purposes of clause 32.1, "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

32.2 The granting of such leave shall be subject to the following conditions:

- a) An employee must have at least 12 months uninterrupted service with an Employer prior to such leave being granted.
- b) Clause 32.1 shall not apply to an Employer with less than 10 full-time employees bound by this Agreement.
- c) The maximum number of employees of one and the same Employer attending a course or seminar at the same time will be as follows:
 - I Where the Employer employs from 10 to 100 employees²
 - II Where the Employer employs over 100 employees⁴

Provided that where the Employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.

32.3 The granting of such leave shall be subject to the convenience of the Employer and

so that the operations of the Employer will not be unduly affected.

- 32.4 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.
- 32.5 In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 32.6 Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in 38 hour week working arrangement or with any other concessional leave.
- 32.7 Such paid leave will not affect other leave granted to employees under this Agreement.

33. Accrual of Rostered Days off During Paid Leave

- 33.1 Employees shall accrue a rostered day off during periods of paid leave.

34. Sick Leave

- 34.1 All employees of council subject to this agreement are entitled to 15 days sick leave per annum.

Schedule One - Wages

Clause 1 The following wage increases and Safety Net Increases awarded by the Queensland Industrial Relations Commission are as follows:-

- a) From the First Pay Period following 1 July 2012 – to the end of the First Pay Period after 1 September 2012 – a flat \$30 per week increase above the wage rates applying to employees for this period;
- b) From the First Pay Period after 1 September 2012 – a \$30 per week increase plus above the wage rates applying to employees for this period;
- c) From the First Pay Period after 1 September 2013 – a further \$30 per week increase above the wage rates applying to employees for this period;
- d) From the First Pay Period after 1 September 2014 – a further \$30 per week increase above the wage rates applying for this period;

SIGNATORIES

Signed for and on behalf of **Burke Shire Council**
In the presence of

John Page
L.J. Sandrigan

Signed for and on behalf of the Queensland Services, Industrial Union of Employees
In the presence of:

Jenny Thomas
?????

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

William Ludwig
Chantel Woodhouse

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

Michael Ravbar
Megan Schulze

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

Michael Ravbar
Megan Schulze

INDICATIVE WAGE RATES (subject to formal confirmation following publication by The Industrial Registrar of the Wage Rates reflecting the QIRC 2012 State Wage Case Decision)

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

(These are 1.9.2011 Wage Rates to which firstly 2.9% is to be added then \$30 per week to all)

"Clause 5.5.1 The minimum rates of wages to be paid to the undermentioned classes of employees shall be as follows:

Classification	%Relativity		\$Award rate Per Week	
			<u>+2.9%</u>	<u>+\$30.00</u>
Level 1-First 6 months	87.5	649.90	668.70	698.70
-Thereafter	90	660.30	679.40	709.40
Level 2	92.5	670.80	690.30	720.30
Level 3	95	681.50	701.30	731.30
Level 4	97.5	692.40	712.50	742.50
Level 5	100	705.20	725.70	755.70
Level 6	105	726.80	747.90	777.90
Level 7	110	748.30	770.00	800.00
Level 8	115	767.80	790.10	820.10
Level 9	120	789.40	812.30	842.30

2. ENGINEERING AWARD –STATE 2002 (Only Rates Shown)

(These are 1.9.2011 Wage Rates to which firstly 2.9% is to be added then \$30 per week to all)

"5.1 Wages

Weekly wage rates - An employee's award rate of pay in the Southern Division, Eastern District for each Wage Level is set out below and shall be paid for all purposes of this Award:

Total Minimum rate of Pay Per Week	Wage Group%			
			<u>+2.9%</u>	<u>+\$30.00</u>
C10	100	705.20	725.70	755.70
C6	125	811.00	834.50	864.50
C5	130	832.00	856.10	886.10

3. BUILDING TRADES PUBLIC SECTOR AWARD- STATE 2002

(These are 1.9. 2011Wage Rates to which firstly 2.9% is to be added then \$30 per week to all)

"Clause 5.1.2 The minimum rates of wages payable to the following classes of employees shall be as follows:

Calling - Southern Division, Eastern District

<u>Classification Level</u>	<u>NBCIA equivalent</u>	<u>Relativity%</u>	<u>Award rate per week\$</u>	<u>On-site</u>
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Allowance

per week

				<u>+2.9%</u>	<u>+\$30.00</u>
26.70 Trade	BT 1	100	705.20	725.70	755.70
26.70	BT 2(Trade + 12 points)CW4	105	726.80	747.90	777.90

4. QUEENSLAND LOCAL GOVERNMENT OFFICERS' AWARD 1998

(These are 1.9.2011Wage Rates to which firstly 2.9% is to be added then \$30 per week to all and expressed as ANNUAL RATES)

"Clause 7.1 The following salary scales will apply to officers not covered by clause 6 of this award who are classified in terms of the definitive criteria set out in Schedule A.

<u>Band</u>	<u>Total Annualrate</u>		
		<u>+2.9%</u>	<u>+\$30.00</u>
<u>Level 1</u>	<u>35,031</u>	<u>36,047</u>	<u>37,607</u>
	<u>35,561</u>	<u>36,592</u>	<u>38,152</u>
	<u>36,410</u>	<u>37,466</u>	<u>39,026</u>
	<u>37,205</u>	<u>38,284</u>	<u>39,844</u>
	<u>38,001</u>	<u>39,103</u>	<u>40,663</u>
	<u>38,687</u>	<u>39,809</u>	<u>41,369</u>
<u>Level2</u>	<u>39,493</u>	<u>40,638</u>	<u>42,198</u>
	<u>40,288</u>	<u>41,456</u>	<u>43,016</u>
	<u>41,083</u>	<u>42,274</u>	<u>43,834</u>
	<u>41,609</u>	<u>42,816</u>	<u>44,376</u>

Level 3	<u>42,403</u>	<u>43,633</u>	<u>45,193</u>
	<u>42,908</u>	<u>44,152</u>	<u>45,712</u>
	<u>43,703</u>	<u>44,970</u>	<u>46,530</u>
	<u>44,498</u>	<u>45,788</u>	<u>47,348</u>
Level 4	<u>45,292</u>	<u>46,605</u>	<u>48,165</u>
	<u>46,087</u>	<u>47,424</u>	<u>48,984</u>
	<u>46,775</u>	<u>48,131</u>	<u>49,691</u>
	<u>47,570</u>	<u>48,950</u>	<u>50,510</u>
Level 5	<u>48,364</u>	<u>49,767</u>	<u>51,327</u>
	<u>49,052</u>	<u>50,475</u>	<u>52,035</u>
	<u>49,847</u>	<u>51,293</u>	<u>52,853</u>
Level 6	<u>51,172</u>	<u>52,656</u>	<u>54,216</u>
	<u>52,496</u>	<u>54,018</u>	<u>55,578</u>
	<u>53,822</u>	<u>55,383</u>	<u>56,943</u>
Level 7	<u>55,146</u>	<u>56,745</u>	<u>58,305</u>
	<u>56,471</u>	<u>58,109</u>	<u>59,669</u>
	<u>57,795</u>	<u>59,471</u>	<u>61,031</u>
Level 8	<u>59,386</u>	<u>61,108</u>	<u>62,668</u>
	<u>60,975</u>	<u>62,743</u>	<u>64,303</u>
	<u>62,565</u>	<u>64,379</u>	<u>65,939</u>
	<u>64,057</u>	<u>65,915</u>	<u>67,475</u>
	<u>65,549</u>	<u>67,450</u>	<u>69,010</u>