

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Rockhampton Regional Council Waste and Recycling Certified Agreement 2012

*Matter No. CA/2013/27*

Commissioner Fisher

5 April 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 05 April 2013 the Commission certifies the following written agreement:

Rockhampton Regional Council Waste and Recycling Certified Agreement 2012 – CA/2013/27.

Made between:

Transport Workers' Union of Australia, Union of Employees (Queensland Branch);  
The Australian Workers' Union of Employees, Queensland; and  
Rockhampton Regional Council.

The agreement was certified by the Commission on 05 April 2013 and shall operate from 05 April 2013 until its nominal expiry on 16 December 2014.

By the Commission.

Commissioner Fisher.

# Rockhampton Regional Council

## Waste and Recycling

### Certified Agreement

2012

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## **1. ADMINISTRATIVE ARRANGEMENTS**

### **1.1. Title**

- 1.1.1. This Agreement shall be known as the Rockhampton Regional Council Waste and Recycling Certified Agreement 2012.
- 1.1.2. This Agreement supersedes and replaces all previous Certified Agreements and other industrial arrangements that had application to Rockhampton Regional Council and employees employed as Waste Collections Operators and Waste Facilities employees.
- 1.1.3. The only exception is that terms of the Rockhampton Regional Council External Certified Agreement 2011 are to be read and applied in conjunction with this Agreement. In the event of any inconsistency between the Rockhampton Regional Council External Certified Agreement 2011 and this Agreement, this Agreement shall prevail to overcome any inconsistency.

### **1.2. Parties Bound**

- 1.2.1. The parties bound by this Agreement are:

- Rockhampton Regional Council

And, employees employed as Waste Collections Operators and Waste Facilities employees who carry out duties at the Rockhampton Landfill who are members of the following unions or are eligible to become so and for whom a classification contained in this Agreement applies:

- AWU – The Australian Workers' Union of Employees, Queensland (ABN: 54 942 536 069)
- TWU – Transport Workers Union of Australia, Queensland Branch (ABN: 80 519 643 130)

### **1.3. Date and Period of Operation**

- 1.3.1. This Agreement shall be effective from the date of certification by the QIRC and shall continue to have effect from the date of certification or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect following the 2nd anniversary, until it is varied or terminated.
- 1.3.2. The parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective agreement at least six (6) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date is 16 December 2014.

### **1.4. Relationship to Parent Award and the Rockhampton Regional Council External Certified Agreement 2011**

- 1.4.1. This Agreement shall be read and applied in conjunction with the terms of the Rockhampton Regional Council External Certified Agreement 2011 and the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003. In the event of any inconsistency between the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003, the Rockhampton Regional Council External Certified Agreement 2011 and this Agreement, this Agreement shall prevail to overcome any inconsistency.

### **1.5. Objectives of the Agreement**

- 1.5.1. To provide a framework to define the employment terms and conditions and associated remuneration for a flexible team of competently qualified Waste Collections Operators and Waste Facilities employees engaged at the Rockhampton Landfill that meet the current and future business needs of the employer's waste and recycling operations.
- 1.5.2. To provide a consultative environment for the employer, Council's Leadership Team, Waste Collections Operators and Waste Facilities employees engaged at the Rockhampton Landfill and their Unions to develop and engage in continuous improvement, efficient work practices and improved service delivery.

### **1.6. Definitions**

- (a) Agreement – shall mean Rockhampton Regional Council Waste and Recycling Certified Agreement 2012

- (b) Continuous Shift Work – shall mean a series of shifts where an employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week (All employees party to this Agreement are not considered to be Continuous Shift Workers).
- (c) Control Options – shall mean measures to eliminate or reduce safety risks.
- (d) Employer – shall have the same meaning as that cited in the *Local Government Act 2009*, i.e. Chief Executive Officer.
- (e) LGEA – Local Government Employees’ (Excluding Brisbane City Council) Award – State 2003
- (f) QIRC – shall mean the Queensland Industrial Relations Commission.
- (g) Rockhampton Landfill – shall mean Lakes Creek Road Landfill or any other landfill site so nominated by the employer.
- (h) The Act – shall mean, except where otherwise stated, the *Industrial Relations Act 1999*.

## **1.7. Posting of the Agreement**

- 1.7.1. A true copy of the Agreement shall be displayed in the workplace with convenient access to employees.

## 2. DISPUTE RESOLUTION PROCESS

### 2.1. Dispute Resolution Procedure

- 2.1.1. The matters to be dealt with in this procedure shall include all disputes between an employee and the employer in respect to any industrial matter and all other matters that the Parties agree on, and are specified within this Agreement. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either party by way of industrial action or loss of income.
- 2.1.2. To this end, the Parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed. Such procedures shall apply to a single employee or to any number of employees. Employees shall be entitled to be represented by a person or an organisation of their choice throughout the following process.
- 2.1.3. In the event of an employee having a dispute, the employee shall in the first instance attempt to resolve the matter with the immediate supervisor who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.1.4. If the dispute is not resolved under clause 2.1.3, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, where practicable, take place within 24 hours after the request by the employee or the employee's representative.
- 2.1.5. If the dispute is still unresolved after discussions mentioned in clause 2.1.4 the matter shall be reported to senior management/Chief Executive Officer.
- 2.1.6. Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the Parties may jointly or individually refer the matter to the QIRC. Once referred, the QIRC shall exercise its powers of conciliation and arbitration.
- 2.1.7. Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Where a genuine safety issue is identified, the employee shall not refuse a direction to work at another location.
- 2.1.8. The status quo existing before the emergence of the dispute is to continue whilst the above procedure is being followed.
- 2.1.9. A determination made by the QIRC, subject to the parties' right of appeal under *the Act*, shall be final and binding on all parties to the dispute.
- 2.1.10. Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of *the Act*.
- 2.1.11. There shall be a commitment by the Parties to adhere strictly to this procedure. The Parties shall give the earliest possible advice by one party to the other of any issue or problem, which may give rise to a dispute. Throughout all steps of the procedure, all relevant facts shall be clearly identified and recorded.

### **3. EMPLOYEE BENEFITS**

#### **3.1. Wage/Salary Increase**

- 3.1.1. Base remuneration rates for employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix One (1) to this Agreement. The schedule also provides information of wage increases over the life of this Agreement.
- 3.1.2. Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in clause 1.4.1 or any other Award covering employees covered by this Agreement shall not apply.

#### **3.2. Classification levels for Waste Collections Operators**

- 3.2.1 In recognising the technical components in operating a Euro five (5) class engine Waste Collections vehicle and the ancillary collection monitoring and routing systems all Waste Collections Operators that are required to operate this type of vehicle shall be remunerated at level five (5) of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003, as indicated in Appendix One (1).
- 3.2.2. To be eligible to receive the higher level as indicated in clause 3.2.1 the Operator shall possess and maintain certification from the Employer's plant supplier for a Single Driver (side loading) Waste Collections Vehicle and shall possess and maintain a heavy rigid class driver's licence.
- 3.2.3. If a Waste Collections Operator is required to operate a Euro five (5) class engine Waste Collections vehicle but they do not possess and maintain certification from the Employer's plant supplier as outlined in clause 3.2.2 they shall be remunerated at level four (4) of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003, as indicated in Appendix One (1) until such time that they do possess and maintain the required certification. New and existing Waste Collections Operators shall be provided with a three (3) month timeframe to obtain the appropriate certification.
- 3.2.4. If the timeframe mentioned in 3.2.3 needs to be amended due to unforeseen circumstances, consultation shall occur between the relevant Manager and the employee.
- 3.2.5. To remove any doubt, any Waste Collections Operators who will be eligible to be remunerated at level 5 in accordance with this section (3.2) shall be identified by name in an exchange of letters between the parties post certification of this Agreement and each Employee shall be notified in writing.

#### **3.3. Classification levels for Rockhampton Waste Facilities Employees**

- 3.3.1. All base classification levels for all employees who carry out duties at the Rockhampton Landfill shall be remunerated in accordance with classifications levels within the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003. The base remuneration rates are detailed in Appendix One (1).
- 3.3.2. For Waste Facilities employees only, the employer in determining the annualised remuneration has given consideration to the ordinary hours, scheduled overtime hours worked, relevant penalty rates in relation to the current roster arrangements and the relevant annualised allowances. Specific details of remuneration calculations tables for Waste Facilities employees only are provided in Appendix Two (2).
- 3.3.3. All work undertaken by Waste Facilities Employees on either a Saturday or Sunday shall be paid at the rate of double time, this penalty rate has been incorporated into the annualised remuneration as detailed in Appendix Two (2).
- 3.3.4. From the commencement of this Agreement, superannuation contributions shall be based on the annualised remuneration rates as referred to in clause 3.3.2 and employee superannuation contributions may be deducted as a salary sacrifice in accordance with clause 4.3 of the Rockhampton Regional Council External Certified Agreement 2011.

## **4. HOURS OF WORK**

### **4.2. Hours of Work for Waste Collections Operators**

- 4.1.1. All Waste Collections Operators shall be required to work 38 hours per week which shall be worked Mondays to Fridays, inclusive.
- 4.1.2. All Waste Collections Operators shall be entitled to an unpaid lunch break of 33 minutes and a paid morning tea break of 20 minutes.
- 4.1.3. All Waste Collections Operators shall be entitled to an accrued rostered day off. These provisions are outlined in clause 5.2 of the Rockhampton Regional Council External Certified Agreement 2011.
- 4.1.4. If during the life of this Agreement there is an operational need to alter the roster clause 5.1 of the Rockhampton Regional Council External Certified Agreement 2011 shall be adhered to if alterations are required.

### **4.2. Hours of Work for Rockhampton Waste Facilities Employees.**

- 4.2.1. All employees who carry out duties at the Rockhampton Landfill shall be required to work 38 hours per week which shall be worked on any four (4) consecutive days in the week, Monday to Sunday inclusive.
- 4.2.2. All employees who carry out duties at the Rockhampton Landfill shall be entitled to an unpaid lunch break of 30 minutes and a paid morning tea break of 20 minutes.
- 4.3.2. To remove any doubt, all Rockhampton Waste Facilities employees who are required to work in accordance with the Rockhampton Landfill roster shall be consulted. These employees shall be identified by name in an exchange of letters, between the parties post certification of this Agreement, advising them of the required work times and days. .
- 4.2.4. It is the intention of the employer to maintain the current roster; however, if during the life of this Agreement there is an operational need to alter the roster, clause 5.1 of the Rockhampton Regional Council External Certified Agreement 2011 shall be adhered to if alterations are required.

### **4.3. Public Holiday Arrangements for Rockhampton Waste Facilities Employees**

- 4.3.1. Each year in the month of December preceding the commencement of the next calendar year, the employer shall distribute correspondence to applicable employees enabling the employee to indicate if they wish to;
  - (a) be remunerated for all public holidays at the applicable rates, or
  - (b) have a maximum of five (5) public holidays worth of time in any calendar year accredited to the employee's annual leave accruals minus the leave loading component plus being paid at the applicable rates for the other public holidays that may occur in that calendar year.
- 4.3.2. If an employee has indicated they wish to receive time for a maximum of five (5) public holidays in any calendar year it is at the employer's discretion which five (5) public holidays they shall be.
- 4.3.3. Employees who are rostered on to work on a public holiday shall be remunerated at double time and half (2.5) for the hours worked or if the employee has indicated they wish to receive time for the public holiday, as indicated in clause 4.3.1 (b), the employee shall be remunerated at time and half (1.5) and the remaining time shall be accredited to the employee's annual leave accruals minus the leave loading component.
- 4.3.4. Employees who are not rostered on to work on a public holiday shall be remunerated for ordinary rostered hours applicable for the day on which the public holiday falls or if the employee has indicated they wish to receive time for the public holiday as indicated in clause 4.3.1 (b), the employee shall be accredited ordinary rostered hours applicable for the day on which the public holiday falls to their annual leave accruals minus the leave loading component.
- 4.3.5. If the *Holidays Act 1983* is amended to include any additional public holidays in any one calendar year, for the life of this Agreement, the maximum number of public holidays that can be accredited to the employee's annual leave accruals minus the leave loading component shall remain at five (5).

## **5. ALLOWANCES**

### **5.1 Cleaning of Unclean Plant Allowance**

- 5.1.1 For Rockhampton Waste Facilities Employees engaged in the operation of plant at the Rockhampton Landfill and are required to clean the employer's plant shall be paid an allowance of \$1.15 per hour in addition to the weekly annualised rate when engaged in such work.

**6. MISCELLANEOUS**

**6.1. Workplace Health and Safety**

- 6.1.1. In the unfortunate scenario where a Waste Collections Operator is involved in a safety incident this incident will be investigated by the Workplace Health and Safety Unit.
- 6.1.2. If a Waste Collections Operator is involved in two (2) safety incidents within a 30 day period and the incident was contributed by the Waste Collections Operator, control options will be implemented. The Waste Collections Operator may be required to undertake retraining if deemed appropriate by the employer. The 30 day period commences from the first safety incident occurring.
- 6.1.3. If a Waste Collections Operator is involved in three (3) or more safety incidents within a 60 day period and the incident was contributed by the Waste Collections Operator control. options will be implemented. In conjunction with appropriate control options being implemented the Waste Collections Operator may be subjected to disciplinary action in accordance with the relevant industrial instruments. The 60 day period commences from the first safety incident occurring as referred to in clause 5.1.2.
- 6.1.4. The abovementioned clauses in this section do not inhibit or exclude the right of the employer to enact appropriate disciplinary action at any stage; this will be dependent upon the significance of the situation and/or the gravity of noncompliance of relevant industrial instruments and/or the employer’s relevant policies and procedures.

**6.2 All Other Terms and Conditions**

- 6.2.1. All other terms and conditions not specifically identified in this Agreement will be covered by the Rockhampton Regional Council External Certified Agreement 2011 in the first instance or by the LGEA where not specifically referred to in the Rockhampton Regional Council External Certified Agreement 2011.

**6.3. No Extra Claims**

- 6.3.1. The parties agree that in the life of this Agreement no extra claims shall be sought.
- 6.3.2. The parties shall not, other than is provided in clause 1.3.1, pursue any extra claims for changes in creation to matters dealt with by this Agreement.

Signed for and on behalf of **Rockhampton Regional Council**..... E. Pardon  
 In the presence of ..... Travis Pegrem

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

Signed for and on behalf of the Transport Workers’ Union of Employees  
 (Queensland Branch) ..... Peter Biagini  
 In the presence of:..... Adam Michael Carter

## APPENDIX 1 – BASE REMUNERATION CLASSIFICATION STRUCTURE

\* Please note that the rates listed below are base rates only and do not include any allowances, annualised or otherwise.

\*\* Decimals for annum figures have been rounded up/down accordingly.

Classification	As at 16/12/2011 Plus 4%		As at 16/12/2012 Plus 3.5%		As at 16/12/2013 Plus 3.5%	
	Weekly	Annual	Weekly	Annual	Weekly	Annual
<i>Local Government Employees</i>						
LAE Level 1 <18 yrs	\$578.13	\$30,063	\$598.36	\$31,115	\$619.30	\$32,204
LAE Level 1 <6mth Serv	\$857.36	\$44,582	\$887.36	\$46,143	\$918.42	\$47,758
LAE Level 1 >6mths Serv	\$871.63	\$45,325	\$902.14	\$46,911	\$933.72	\$48,553
LAE Level 2	\$885.91	\$46,068	\$916.92	\$47,680	\$949.01	\$49,349
LAE Level 3	\$900.18	\$46,809	\$931.69	\$48,448	\$964.30	\$50,143
LAE Level 4	\$914.59	\$47,558	\$946.60	\$49,223	\$979.73	\$50,946
LAE Level 5	\$931.61	\$48,444	\$964.22	\$50,139	\$997.97	\$51,894
LAE Level 6	\$961.47	\$49,996	\$995.12	\$51,746	\$1,029.95	\$53,557
LAE Level 7	\$991.92	\$51,580	\$1,026.64	\$53,385	\$1,062.57	\$55,254
LAE Level 8	\$1,021.39	\$53,113	\$1,057.14	\$54,971	\$1,094.14	\$56,895
LAE Level 9	\$1,053.12	\$54,762	\$1,089.98	\$56,679	\$1,128.13	\$58,663

**APPENDIX 2 – ANNUALISED REMUNERATION STRUCTURE FOR WASTE FACILITIES EMPLOYEES ONLY**

\* Please note that the annualised rates listed below incorporate the rostered ordinary hours, scheduled overtime hours, relevant penalty rates and the annualised site allowance.

\*\* Decimals for annum figures have been rounded up/down accordingly.

<b>Classification</b>	<b>As at 16/12/2011 Plus 4%</b>		<b>As at 16/12/2012 Plus 3.5%</b>		<b>As at 16/12/2013 Plus 3.5%</b>	
	<b>Weekly</b>	<b>Annual</b>	<b>Weekly</b>	<b>Annual</b>	<b>Weekly</b>	<b>Annual</b>
<i>Local Government Employees</i>						
LAE Level 3	\$1,187.49	\$61,749	\$1,229.05	\$63,910	\$1,272.06	\$66,147
LAE Level 3 plus the leading hand annualised allowance	\$1,228.34	\$63,874	\$1,271.33	\$66,109	\$1,315.83	\$68,423
LAE Level 6	\$1,265.73	\$65,818	\$1,310.03	\$68,122	\$1,355.88	\$70,505