

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Bulloo Shire Council Certified Agreement, Officers No. 7 2012
CA/2013/3

COMMISSIONER KNIGHT

4 February 2013

AMENDED CERTIFICATE

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

Bulloo Shire Council Certified Agreement, Officers No. 7 2012
(CA/2013/3)

made between:

- Bulloo Shire Council
- Queensland Services, Industrial Union of Employees

The agreement was certified by the Commission on 31 January 2013 and shall operate from 31 January 2013 until its nominal expiry on 30 June 2015.

This agreement shall replace the *Bulloo Shire Council Certified Agreement Officers No 6 2009* (CA/2009/176) which shall cease to apply from the date of the certification of this agreement.

By the Commission.

M.L. KNIGHT
Commissioner

Bulloo Shire Council Certified Agreement, Officers No. 7 2012

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PART 1 – GENERAL PROVISIONS

1. Title

- 1.1 This Enterprise Agreement shall be known as the Bulloo Shire Council Certified Agreement, Officers No 7 2012.

2. Objectives of the Agreement

- 2.1 The parties recognise that continuously improved performance is essential to the increased productivity and efficiency of Council so that it meets growing community expectations and organisational pressures. To this end, the parties are committed to:

- 2.1.1 Facilitating greater flexibility of working arrangements within the framework of this Agreement
- 2.1.2 Maintaining a zero harm workplace environment.
- 2.1.3 Putting into practice Bulloo Shire Council's Core Values:
 - Quality and value for money service delivery
 - Ethics and accountability
 - Teamwork
 - Innovation and continuous improvement.
- 2.1.4 Positive Employment Relations
- 2.1.5 Providing certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement.

3. Date and Period of Operation

- 3.1 This Agreement shall operate from the first pay period commencing on or after the 1 December 2012 and will remain in force until 30 June 2015.
- 3.2 The parties agree that negotiations for the next Agreement shall commence no later than six (6) months prior to the expiry date of this Agreement in order that a new Agreement is in place to take effect from 1 July 2015.

4. Parties Bound

- 4.1 The parties to the agreement are Bulloo Shire Council and the Queensland Services Industrial Union of Employees.

5. Application

- 5.1 The Agreement shall apply to the Council, the Union named at Clause 4 and its members or persons eligible to be its members employed by the Council under the relevant Award.
- 5.2 This Agreement shall not apply to the employment terms and conditions of any employee appointed to the position of CEO pursuant to clause 6.5 of the Queensland Local Government Officers' Award 1988.
- 5.3 Current or future managers above Level 8 of the General Salary Scale in Clause 7 Queensland Local Government Officers' Award may be offered and may choose to be engaged under a Contract of Employment and if so this Agreement shall not apply to the employment terms and conditions of any such employee.

6. Relationship to Parent Awards

- 6.1 This Agreement shall be read and applied in conjunction with the terms of the Queensland Local Government Officers' Award 1998.

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

7. Enterprise Bargaining Team

7.1 For the purpose of negotiating and implementing this Agreement for Bulloo Shire Council, an Enterprise Bargaining Team (EBT) has been established. The EBT is comprised of:

- The Chief Executive Officer (CEO)
- An elected member of the Council
- The Single Bargaining Unit (SBU).

7.2 The SBU consists of a maximum of one (1) union organiser and a maximum of two (2) union workplace delegates from each union defined in Clause 4.

7.3 The EBT is committed to negotiating in good faith and communicating openly with all stakeholders through the distribution of meeting minutes as soon as practicable after each meeting.

8. Trainees and Apprentices

8.1 All trainees and apprentices working at the Bulloo Shire Council are granted voting rights to the Certified Agreement, as they work under the terms and conditions of the Agreement.

8.2 Trainees and apprentices receive the relevant % of the wage rates at Schedule A but all other conditions apply in full.

9. No Extra Claims

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

9.2 Clause 9.1 does not prevent any party to the underpinning award from seeking any amendment or amendments (including amendments to classifications or conditions) to that award during the life of this Agreement.

PART 2 –EMPLOYMENT CONDITIONS

10. Employment Security

10.1 Council acknowledges that, in general, services are provided as a community service obligation and not on a commercial or for profit basis to the disadvantage of local communities or Council employees.

10.2 Council commits where possible, given the economic climate, to maintaining staff levels for the life of this Agreement.

10.3 Council commits to maintaining a permanent workforce with no use of shared resource joint enterprises or shared services where they are not wholly owned by a local government.

10.4 Clause 10.3 does not restrict Council from hiring specialist contractors when there are no available staff with appropriate skills.

11. Recruitment and Selection Procedure

11.1 Where Council considers there to be a sufficient suitably qualified applicant pool internally, Council will call positions internally in the first instance.

11.2 Where Council considers there is an insufficient suitably qualified applicant pool internally, then Council will call positions simultaneously internally and externally.

11.3 Selection shall be made based on merit in all cases.

12. Classification and Reclassification

12.1 As per Award provisions as varied from time to time.

13. Redundancy

13.1 The Redundancy Clause in the Parent Award applies:

13.1.1 Except for where Council has identified a position that is no longer required, redeployment of the employee shall be the first option considered where the employee has the requisite skills and experience.

13.2 Where an employee does not have the requisite skills, Council will offer to re-train the employee.

13.3 Where 13.1.1 is applied, and the employee is redeployed to a lower classification, the employee's pay will be maintained at the rate applicable at the time of the redeployment but they will not have access to incremental increases until such time as the employee leaves Council or successfully applies or is appointed to a same level or higher position.

13.4 Employees must actively participate in the process of redeployment and re-training and where in the opinion of the Council, the employee is not actively participating, then the Dispute Resolution Procedure will apply.

14. Dispute Resolution Process

14.1 Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.

14.2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant union named at Clause 4.

14.3 Should the grievance remain unresolved, the matter should then be referred to the CEO and an authorised officer of relevant union named at Clause 4 who will attempt to facilitate a resolution.

14.4 If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remain unresolved arbitration.

14.5 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.

14.6 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.

14.7 The above procedures do not restrict the Council or an authorised officer of the relevant unions named at Clause 4 from making representations to each other at any stage in this procedure.

PART 3 – PRODUCTIVITY IMPROVEMENTS

15. Productivity and Efficiency Measurement

15.1 Council is committed to measuring increases in productivity and efficiency.

15.2 The parties agree to develop a Performance Measurement Scheme through the life of the Agreement.

15.3 Council agrees to consult with the SBU workplace

16. Span and Spread of Hours

- 16.1 Ordinary hours of work for full time employees employed in the Administration Office shall be worked continuously except for meal breaks and rest pauses between the hours of 7:00am and 6:00pm.
- 16.2 Ordinary hours of work for full time employees not employed in the Administration Office shall be worked continuously except for meal breaks and rest pauses between the hours of 5:00am and 7:00pm.
- 16.3 Nothing in this clause precludes Council from introducing a competitive spread of times and days for major projects to facilitate Site Specific Arrangements (SSA) Clause 18.

17. Flexible Working Arrangements

- 17.1 The parties to the Agreement agree that Flexible Work Arrangements (FWA) that enhance productivity and efficiency may be entered into by mutual agreement with individual employees on a case by case basis for any program within Council without further penalty.
- 17.1.1 Any FWA entered into must be for a pre-determined period.
- 17.1.2 The FWA can be terminated by either party with one month's notice in writing.
- 17.2 Flexible Work Arrangements must satisfy the following four (4) principles:
- Customer service standards are maintained
 - Must be cost neutral
 - Must be practicable and workable
 - Must not compromise workplace health and safety.
- 17.3 A copy of any arrangement made pursuant to this section must be provided to the employee and the employee's nominated representative and/or union and shall be read as part of this Agreement.

18. Site Specific Arrangements

- 18.1 For projects identified by Council which are to last longer than two (2) pay periods, Site Specific Arrangements (SSA) may be established to deal with circumstances relating to the specific project or work team.
- 18.1.1 Council may also implement SSAs for regular road maintenance works.

Process

- 18.2 Council will consult with employees to identify Flexible Working Arrangements and/or facilitative provisions under the relevant Award to be applied under the SSA.
- 18.3 Prior to going to employees for voting, a copy of the SSA will be forwarded to the Chief Executive Officer and the relevant union/s.
- 18.4 A majority of employees affected by the SSA must vote in favour of it to be accepted. A majority is deemed to be 75%.
- 18.5 Where more than 1/3 of the original employees who voted for the SSA leave that work area, the SSA must be re-negotiated.
- 18.6 All employees in a work group or team subject to an SSA will be required to work under the SSA.
- 18.7 Employees will be provided with a copy of the SSA no less than two (2) full working days prior to commencing work on the site specific project.
- 18.8 All new employees to the project will receive a copy of the SSA prior to commencement of employment on the site.
- 18.9 All employees covered by the SSA will be requested to sign the SSA to signify understanding of the content of the SSA.
- 18.10 The site specific agreements may include facilitative clauses to maximise work productivity and efficiencies while recognising life/work balance.

Review

- 18.11 All SSAs will be reviewed by the Executive Management Team (EMT) and effected supervisors every six (6) months to identify any possible productivity or efficiency gains.
- 18.12 Any productivity or efficiency improvements to be implemented shall be notified in writing one (1) pay cycle before implementation.
- 18.13 Employees working under the SSA will be notified of any outcomes identified in the review.
- 18.14 Where Council proposes to implement any changes to increase productivity or efficiency and these impact on work or living practices, all employees working under the SSA will receive one (1) month's notice in writing of proposed amendments.

19. Rostered day off

- 19.1 Unless covered by a Site Specific Arrangement, all employees of the Bulloo Shire Council will work a nine (9) day fortnight work cycle.
 - 19.1.1 The normal work cycle will provide one (1) rostered day off each two (2) week's of work.
 - 19.1.2 Unless otherwise agreed with the Manager, employees may bank a maximum of five (5) days.
 - 19.1.3 All banked RDOs in excess of one (1) day will be available when required
 - Subject to employees giving at least one (1) week's notice in writing to their Manager, and
 - Provided that Council operations and provision of services are not interrupted or rendered less efficient or more costly.
 - 19.1.4 On receipt of two (2) days notice an employee can be asked to work on an RDO with such RDO to be re-allocated to a mutually agreeable day between the employee and Manager without attracting penalty rates.
 - 19.1.5 If a mutually agreeable day cannot be found, penalty rates will apply.
 - 19.1.6 Unless approved by a Manager or covered by Site Specific Arrangements, no two (2) employees from the same work group shall be permitted to take RDOs on the same day.
- 19.2 Hours of Work - Administrative Staff First Option
 - 19.2.1 Except where provided herein staff may work a nine day work cycle.
 - 19.2.2 Staff may work eight days of 8 hours and one day of 8.5 hours.
 - 19.2.3 Every two (2) weeks, one (1) day will be taken as a rostered day off.
 - 19.2.4 In working a 9 day fortnight, a standard 72 ½ hour fortnight is achieved by all staff working these hours in 9 days.
- 19.3 Hours of Work - Administrative Staff Second Option
 - 19.3.1 Except where provided herein staff may work 10 days one work cycle and 8 days the next work cycle.
 - 19.3.2 Staff may take two consecutive days (Thursday-Friday, Friday-Monday or Monday-Tuesday) on the second work cycle as RDO's.
 - 19.3.3 Staff will work seventeen days (17) days of 8 hours and one (1) day at 9 hours (over 2 consecutive pay periods).
- 19.4 Special circumstances and operational requirements may arise where alterations to the arrangements in 15.2 and 15.3 may be negotiated by an officer or officers concerned with their Manager.
- 19.5 Hours of Work - Outdoor Staff
 - 19.5.1 Unless covered by a Site Specific Agreement, staff shall work a nine day work cycle.
 - 19.5.2 Staff will work eight days of 8.5 hours and one day of 8 hours.

19.5.3 Every two (2) weeks, one (1) day will be taken as a rostered day off.

19.5.4 In working a 9 day fortnight, a standard 76 hour fortnight is achieved by all staff working these hours in 9 days.

19.6 It is important that staff understand they are paid for the hours that they work.

19.7 Managers and supervisors in consultation with each other and with staff will prepare a monthly roster for all staff working a nine (9) day fortnight that ensures business services are not interrupted.

20. Transition to Retirement

20.1 Transition to Retirement Arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement.

20.2 This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the council.

20.3 Transition to Retirement Arrangements may include but are not limited to the following:

(a) Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits;

(b) Working agreed blocks of work (annualised hours) using accrued leave or leave without pay over an agreed period of time. For example two (2) months work two (2) months leave in rotation;

(c) Working from Home on a full or part time basis may also be considered where the nature of the work is operationally suitable;

20.4 For the purposes of this clause, "Accrued Leave" shall mean all annual leave, long service leave, banked RDO's and banked TOIL

20.5 Any such arrangements between the council and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period , minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times;

20.6 These arrangements may be varied by mutual agreement between the employee and the council and any agreed amendments documented;

PART 4 – BENEFITS

21. Annual Leave

21.1 All provisions of the Local Government Officers' Award 1998 shall apply with the exception of the following:

21.1.1 All permanent employees shall at the end of each year of employment be entitled to 5 weeks annual leave

- Part-time and temporary employees are paid on a pro rata basis
- Casual employees are not entitled to annual leave.

21.2 Excepting for Clause 21.3, leave shall be taken at a time mutually convenient to the CEO and the employee concerned as far as practicable.

21.3 The CEO, by giving at least one (1) month's notice, may require an employee to take annual leave commencing not earlier than the anniversary of the date of such employee's appointment.

21.4 Outdoor employees, must, unless otherwise directed by the CEO, take a minimum of two (2) weeks annual leave during the Christmas/New Year period.

21.4.1 To ensure the continuity of Council operations, some staff will be rostered on during this period.

- 21.5 A maximum accumulation of ten (10) weeks annual leave is permitted.
- 21.6 However, if any employee has accumulated over ten (10) weeks of annual leave at the time of implementation of this Agreement, the employee is to reduce the accumulated annual leave to ten (10) weeks within twelve months by taking annual leave at a time or times that are mutually agreeable between the CEO and the employee.

22. Sick Leave

- 22.1 The sick leave clause will apply equally to all employees.
- 22.2 Sick leave will accrue at the rate of one (1) day per month in the first year of service and 15 days per year in the second and subsequent years of service.
- 22.3 Council will approve all reasonable requests for Sick Leave.
- 23.3.1 An employee is entitled to use up to one (1) day per month of the current year's sick leave entitlements in the first year of service and 15 days in the second and subsequent years of service.
- 22.4 Payment for any absence on sick leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the employer.
- 22.5 Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an officer outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such officer receives any payment by way of fee or bonus.
- 22.6 There will be no limitation of sick leave taken in any one year as long as the staff member has the time accrued and there will be no limitation on sick leave accrued.

23. Paid Parental Leave

- 23.1 Where both parents are employed by Council, the primary care-giver will be eligible for nine (9) weeks paid parental leave, payable from the birth of the child, upon the completion of two years full time service.
- 23.2 This leave will be taken as Part A Six (6) Weeks Paid Leave and Part B Three (3) Weeks Retained Leave.
- 23.3 Part A can be taken as six (6) weeks fulltime or twelve (12) weeks half pay.
- 23.4 Part B is retained by Council until the employee completes three (3) months fulltime employment post parental leave. On completion of the three month's service, employees will be paid the 3 weeks retained leave.
- 23.4.1 Part B is designed as an incentive for staff receiving the maternity leave payment to return to work so that Council retains valuable skill sets.
- 23.5 By mutual agreement, female employees taking unpaid maternity leave may return to work for specific projects, or on a part-time basis as casual employees, without jeopardising the right to complete the period of unpaid leave.
- 23.6 The date set for return to work from unpaid leave, will be considered as fixed and will not be postponed beyond the 12-month period.

24. Bereavement Leave

- 24.1 Employees may be granted up to a maximum of five (5) days off work upon the death of a family member.
- 24.2 These five (5) days shall be comprised of two (2) days bereavement leave, on full pay, on each occasion plus part of the employee's leave entitlements to a maximum of three (3) days, with sick leave entitlements being accessed first.

- 24.3 The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration if so requested by the employer.
- 24.4 Access to bereavement leave in other circumstances may be available subject to the agreement of the Chief Executive Officer.
25. **Long Service Leave**
- 25.1 Long Service Leave shall be as per the Local Government Officers Award 1998.
26. **Leave Without Pay**
- 26.1 Council will allow a provision for an unpaid leave of absence up to a maximum of three (3) months so staff may take time off for study or other personal business.
- 26.2 Council agrees to retain the employment and position of a person accessing this provision.
- 26.3 Approval of Leave of Absence is to be at the discretion of the Chief Executive Officer, taking into consideration the operational requirements of Council at the time.
- 26.4 Employees wishing to access unpaid leave for substantial periods of time must give at least six (6) weeks' notice.
- 26.5 Unpaid leave will not affect an employee's continuity of service; however, they will not accrue annual leave, sick leave or long service leave for this period of absence.

PART 5 – WAGE INCREASES & ALLOWANCES

27. Wage Increases

- 27.1 Bulloo Shire Council agrees to pay employees covered by this agreement, a wage increase of 4% per annum during the life of this agreement.
- 27.2 Payment of wage increases shall be in accordance with the following schedule:
- 4% from the date of operation of this agreement
 - 4% from 1st July 2013
 - 4% from 1st July 2014

28. Schedule of Wages

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

29. Sign-on Bonus

- 29.1 Bulloo Shire Council agrees to pay employees covered by this agreement, a sign-on bonus of \$480.00
- 29.2 The sign-on bonus is a one-off payment and shall be paid as soon as practical following the date of operation of the agreement.

30. Camp Allowance

- 30.1 Council will provide food free of charge to all camps.
- 30.2 Camp allowance of \$15.00 per employee per day will be paid for the life of the Agreement.
- 30.3 All other relevant provisions of the Award will apply.
- 30.4 A Camp Review Committee will be established to review all camps (temporary and fixed) to control food and other costs, identify efficiencies and ensure that camps are properly maintained and managed.
- 30.5 The Camp Review Committee will consist of:
- One elected member

- 2 EMT
- 3 workplace representatives.

31. Meal Allowance

31.1 An employee, other than an employee living in camp, shall be supplied with a reasonable meal at the Council's expense or be paid Twenty Five dollars (\$25.00) in lieu at all meal breaks during overtime as prescribed in the relevant award

32. Toilet Cleaning Allowance

32.1 Employees required to clean toilets, other than merely by hosing them shall be paid an allowance at the rate of \$20.00 per week.

32.2 Other than normal pedestal and cubicle cleaning, where an employee is required to clean live sewerage, they are entitled to claim the Live Sewerage Allowance

33. On Call / Availability Allowance

33.1 Monday to Saturday - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$50.00 for each day and/or night during which the employee remains on call.

33.2 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 this Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned 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, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

33.3 Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.

33.4 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.

34. Uniform Allowance

34.1 Council does not require Officers to wear a uniform however, Council does recognise the benefit gained in promoting a corporate image through the wearing of a uniform. As such, Council will contribute towards the purchase of a corporate uniform to those members of the staff who choose to wear a uniform.

34.2 Council will contribute towards the cost of uniform items purchased from Dowd Corporation, Neat N Trim or other corporate uniform suppliers provided that the uniform item depicts Council's logo or the Local Government Industry's logo.

34.3 Staff are also able to offset the cost of prescription glasses against their uniform allowance.

34.4 Council will reimburse staff on receipt of a tax invoice to a maximum of \$600 excluding GST per financial year.

34.5 This amount is not cumulative.

PART 6 –WAGE RELATED MATTERS

35. Timesheets

- 35.1 All outside employees will complete a weekly timesheet which will include the times they have worked on various jobs, the plant usage and any other details as required to complete the standard form.
- 35.2 Timesheets shall be signed and submitted to the relevant supervisor weekly on the nominated day (currently Tuesday).
- 35.3 All inside staff shall submit timesheets on a fortnightly basis on the last day of the pay cycle (currently Tuesday).
- 35.4 All staff are required to fill in timesheets in their own time.

36. Travel Time

- 36.1 Unless specifically covered by an SSA, all travel to and from a job site shall be paid in accordance with the following provisions:
 - 36.1.1 Council will provide vehicles for the purposes of transporting employees to and from jobs and/or camp sites.
 - 36.1.2 Where Council provides a vehicle, the operator and all occupants shall be paid travel time at time and one half
 - 36.1.3 Where an employee is required to provide their own vehicle, payment shall be as per the relevant award.

37. Minimum Engagement of Casual Employees

- 37.1 All other provisions governing casuals shall be as per the relevant Award with the exception of the following:
 - 37.1.1 For the purpose of this Agreement, all casual employees shall receive a minimum payment of three (3) hours for each engagement.

38. Salary Sacrifice

- 38.1 Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The Chief Executive Officer (or his/her authorised representative) and an employee may agree in writing that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- 38.2 The salary of the employee for the purpose of any allowances or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay; that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.
- 38.3 Council encourages employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 38.4 All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and, in the case of superannuation, to the requirements of the Local Government Superannuation Scheme.
 - 38.5 Any additional tax payable will be deducted from the employee's remuneration

PART 7 – WORKPLACE HEALTH & SAFETY

39. Safety Representative Allowance

- 39.1 Employees elected to the position of Safety Representative shall be paid an allowance of \$50.00 per week

- 39.2 Employees elected as a Safety Representative shall be given appropriate training at Council's expense to allow them to carry out their roles and responsibilities under the Work Health & Safety Act 2011 and the Work Health & Safety Regulation 2011.
- 39.3 Safety Representatives will assist Council in creating a Zero Harm work environment by actively assisting Management in the promotion and implementation of safe work procedures.

40. Protective Clothing & Equipment

- 40.1 Council will provide to all outdoor staff required to wear protective clothing the following items as an initial issue:
- Five (5) safety shirts
 - One (1) hat for sun protection
 - One (1) jacket suitable for winter wear
 - One (1) pair of safety boots to a maximum value of \$200
 - One (1) pair tinted safety glasses
 - Five (5) pairs of long trousers or shorts
 - Two (2) pairs of overalls for Workshop Staff only.
- 40.2 Appropriate protective clothing, footwear and equipment will be replaced on a needs basis upon presentation of the worn/damaged items to the Depot.
- 40.3 All employees of Council who are provided with appropriate protective clothing, footwear and equipment are responsible for keeping all items clean and in good condition at the employee's expense.
- 40.4 Protective equipment must be used in accordance with all operating procedures and in those areas designated as requiring the wearing or use of such equipment.
- 40.5 All employees of Council who are provided with appropriate protective clothing, footwear and equipment are expected to comply with Council policy and relevant legislation in wearing such protective clothing, footwear and equipment.
- 40.6 Where Council accepts that an employee may prefer to wear their own hat, if the hat meets WH&S standards, it will be deemed appropriate.

Medical Condition and Safety Issues

- 40.7 If a medical condition prevents an employee from wearing issued protective equipment, Council must be provided with a medical certificate.
- 40.7.1. Where a medical condition prevents an employee from wearing standard issue safety boots, Council will reimburse the cost of fitted safety boots to a maximum value of \$200 on receipt of a tax invoice.
- 40.7.2 Where a medical condition prevents an employee from wearing standard issue safety glasses, Council will reimburse half the cost of prescription safety glasses on receipt of a tax invoice from an optometrist. Council will reimburse the balance of the amount at the conclusion of further twelve month's employment.

PART 8 – WORKPLACE RELATIONS

41. Union Encouragement

- 41.1 Clause 11.4 of the Queensland Local Government Employees (excluding Brisbane City Council) Award 2003 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.
- 41.2 *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 Award.

41.3 *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.

41.4 *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.

42. Workplace Forums

42.1 Council agrees to hold a minimum of two (2) Workplace Forums each year with employees and the union named in Clause 4 for the purposes of keeping employees informed on current issues relevant to their employment or any issues relating to this Agreement not dealt with under the Dispute Resolution Procedure.

Appendix A – Schedule of Wages

Level	Band	Current EBA Annual Rate	Date of Operation	1 July 2013	1 July 2014
Level 1	1.1	42,955.00	44,673.20	46,460.20	48,318.70
	1.2	43,554.00	45,296.20	47,108.10	48,992.50
	1.3	44,514.00	46,294.60	48,146.40	50,072.30
	1.4	45,413.00	47,229.60	49,118.80	51,083.60
	1.5	46,311.00	48,163.50	50,090.10	52,093.80
	1.6	47,087.00	48,970.50	50,929.40	52,966.60
Level 2	2.1	47,998.00	49,918.00	51,914.80	53,991.40
	2.2	48,896.00	50,851.90	52,886.00	55,001.50
	2.3	49,798.00	51,790.00	53,861.60	56,016.10
	2.4	50,393.00	52,408.80	54,505.20	56,685.50
Level 3	3.1	51,291.00	53,342.70	55,476.50	57,695.60
	3.2	51,866.00	53,940.70	56,098.40	58,342.40
	3.3	52,765.00	54,875.60	57,070.70	59,353.60
	3.4	53,663.00	55,809.60	58,042.00	60,363.70
Level 4	4.1	54,561.00	56,743.50	59,013.30	61,373.90
	4.2	55,459.00	57,677.40	59,984.50	62,383.90
	4.3	56,237.00	58,486.50	60,826.00	63,259.10
	4.4	57,135.00	59,420.40	61,797.30	64,269.20
Level 5	5.1	58,033.00	60,354.40	62,768.60	65,279.40
	5.2	58,810.00	61,162.40	63,608.90	66,153.30
	5.3	59,709.00	62,097.40	64,581.30	67,164.60
Level 6	6.1	61,206.00	63,654.30	66,200.50	68,848.60
	6.2	62,703.00	65,211.20	67,819.70	70,532.50
	6.3	64,201.00	66,769.10	69,439.90	72,217.50
Level 7	7.1	65,698.00	68,326.00	71,059.10	73,901.50
	7.2	67,195.00	69,882.80	72,678.20	75,585.40
	7.3	68,692.00	71,439.70	74,297.30	77,269.20
Level 8	8.1	70,489.00	73,308.60	76,241.00	79,290.70
	8.2	72,286.00	75,177.50	78,184.60	81,312.00
	8.3	74,083.00	77,046.40	80,128.30	83,333.50
	8.4	75,769.00	78,799.80	81,951.80	85,229.90
	8.5	77,456.00	80,554.30	83,776.50	87,127.60

Executive Scale Category 1 Council

Level	Band	Current EBA Annual Rate	Date of Operation	1 July 2013	1 July 2014
CEO	1.1	87,021.00	90,501.90	94,122.00	97,886.90
	1.2	84,628.00	88,013.20	91,533.80	95,195.20
	1.3	82,234.00	85,523.40	88,944.40	92,502.20
Engineer	1.1	85,669.00	89,095.80	92,659.70	96,366.10
	1.2	83,322.00	86,654.90	90,121.10	93,726.00
	1.3	80,977.00	84,216.10	87,584.80	91,088.20
Deputy	1.1	71,537.00	74,398.50	77,374.50	80,469.50
	1.2	69,682.00	72,469.30	75,368.10	78,382.90
	1.3	67,826.00	70,539.10	73,360.70	76,295.20

SIGNATORIES

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

Michael Hayward
Sally Byrne

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

Katherine Nelson
Richard ?????