

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Bulloo Shire Council Certified Agreement, State No. 7 2013

Matter No. CA/2013/36

Commissioner Fisher

10 May 2013

CERTIFICATE

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

Bulloo Shire Council Certified Agreement, State No. 7 2013

Made between:

Bulloo Shire Council;
The Australian Workers' Union of Employees, Queensland;
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; and
Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

The agreement was certified by the Commission on 10 May 2013 and shall operate from 10 May 2013 until its nominal expiry on 30 June 2015.

This agreement replaces *Bulloo Shire Council Certified Agreement No. 6 2009 (CA/2009/177)*.

By the Commission.

Commissioner Fisher

**Bulloo Shire Council Certified Agreement,
State No. 7 2013**

PART 1 – GENERAL PROVISIONS	4
1. TITLE.....	4
2. OBJECTIVES OF THE AGREEMENT	4
3. DATE AND PERIOD OF OPERATION	4
4. PARTIES BOUND	4
5. APPLICATION.....	4
6. RELATIONSHIP TO PARENT AWARDS	4
7. ENTERPRISE BARGAINING TEAM.....	5
8. TRAINEES AND APPRENTICES	5
9. NO EXTRA CLAIMS.....	5
PART 2 –EMPLOYMENT CONDITIONS.....	5
10. EMPLOYMENT SECURITY	5
11. RECRUITMENT AND SELECTION PROCEDURE	5
12. USE OF CONTACTORS.....	6
13. REDUNDANCY.....	6
14. DISPUTE RESOLUTION PROCESS.....	6
PART 3 – PRODUCTIVITY IMPROVEMENTS	7
15. PRODUCTIVITY AND EFFICIENCY MEASUREMENT.....	7
16. SPAN AND SPREAD OF HOURS	7
17. FLEXIBLE WORKING ARRANGEMENTS.....	7
18. SITE SPECIFIC ARRANGEMENTS	7
19. ROSTERED DAY OFF	8
PART 4 – BENEFITS.....	8
20. ANNUAL LEAVE.....	8
21. PERSONAL LEAVE	9
22. PAID PARENTAL LEAVE	9
23. BEREAVEMENT LEAVE.....	10
24. LONG SERVICE LEAVE	10
25. LEAVE WITHOUT PAY.....	10
PART 5 –WAGE INCREASES & ALLOWANCES.....	10
26. WAGE INCREASES	10
27. SCHEDULE OF WAGES.....	11
28. SIGN-ON BONUS.....	11
29. CAMP ALLOWANCE.....	11
30. LOCALITY ALLOWANCE.....	11
31. MEAL ALLOWANCE	11
32. TOILET CLEANING ALLOWANCE.....	11
33. ON CALL.....	11
34. HIGHER DUTIES	11
35. LEADING HAND ALLOWANCE	12
36. TRAFFIC CONTROLLER ALLOWANCE	12
37. FINAL TRIM ALLOWANCE	12
PART 6 –WAGE RELATED MATTERS	12
38. TIMESHEETS.....	12
39. TRAVEL TIME.....	12
40. MINIMUM ENGAGEMENT OF CASUAL EMPLOYEES.....	12
41. SALARY SACRIFICE.....	12
PART 7 – WORKPLACE HEALTH & SAFETY	13
42. SAFETY REPRESENTATIVE ALLOWANCE.....	13
43. PROTECTIVE CLOTHING & EQUIPMENT.....	13
PART 8 – WORKPLACE RELATIONS.....	14
44. AWARD COMPLIANCE AND UNION RELATED MATTERS.....	14
45. WORKPLACE FORUMS.....	14
46. CAMP REVIEW COMMITTEE	14

PART 1 – GENERAL PROVISIONS

1. Title

- 1.1 This Agreement shall be known as the Bulloo Shire Council Certified Agreement, State No 7 2013

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 the Bulloo Shire Council and the following unions:
- AWU** The Australian Workers' Union of Employees, Queensland Branch
- TWU** Transport Workers' Union of Australia, Union of Employees, (Queensland Branch)
- CFMEU** The Construction, Forestry, Mining & Energy, Union of Employees, Queensland
- FEDFA** Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees
- AMWU** Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

5. Application

- 5.1. The Agreement shall apply to the Council, the Unions named at Clause 4 and their members or persons eligible to be their members employed by the Council under the relevant Award.

6. Relationship to Parent Awards

- 6.1. This Agreement shall be read and applied in conjunction with the terms of the following Awards:
- Queensland Local Government Employees (excluding Brisbane City Council) Award 2003

- Engineering Award – State 2002
- Building Trades (Public Sector) Award – State 2003

6.2. Provided that where there is any inconsistency between this Agreement and an 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 Certified Agreements, 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 or awards from seeking any amendment or amendments (including amendments to classifications or conditions) to that award or awards 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.
- 11.4. During the life of this agreement, Council will develop policies and procedures to provide employees with documented post selection feedback where the employees request such feedback.

12. Use of Contactors

- 12.1. 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.
- 12.2. Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- 12.3. Council reserves the right to use contractors for any role where the use of contractors does not impact negatively on the permanent staff establishment.
- 12.4. 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. Redundancy

- 13.1. The Redundancy Clauses in the Parent Awards apply, 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 11.1 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 Chief Executive Officer 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 representatives

16. Span and Spread of Hours

- 16.1. Ordinary hours of work for full time employees shall be worked continuously except for meal breaks and rest pauses between the hours of 5:00am and 7:00pm
- 16.2. 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 16.

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 site specific agreements 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 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) months' 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 - Outdoor Staff
- 19.2.1. Unless covered by a Site Specific Agreement, staff shall work a nine day work cycle.
- 19.2.2. Staff will work eight days of 8.5 hours and one day of 8 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 76 hour fortnight is achieved by all staff working these hours in 9 days.
- 19.3. It is important that staff understand they are paid for the hours that they work
- 19.4. 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.

PART 4 – BENEFITS

20. Annual Leave

Entitlement

- 20.1. All provisions of the Local Government Officers Award 1998 shall apply with the exception of the

following:

20.1.1. 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

Taking of leave

20.2. Excepting for Clause 20.3, leave shall be taken at a time mutually convenient to the CEO and the employee concerned as far as practicable

20.3. 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.

20.4. Outdoor employees, must, unless otherwise directed by the CEO, take a minimum of three (3) weeks annual leave during the Christmas/New Year period.

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

Accumulation of leave

20.5. A maximum accumulation of ten (10) weeks annual leave is permitted.

20.6. 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.

21. Personal Leave

Entitlement

21.1. The personal leave clause will apply equally to all employees.

21.2. Personal 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.

Taking of Leave

21.3. Council will approve all reasonable requests for Personal Leave.

21.3.1. An employee is entitled to use up to one (1) day per month of the current year's personal leave entitlements in the first year of service and 15 days in the second and subsequent years of service

21.4. Payment for any absence on personal 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

21.5. 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.

21.6. There will be no limitation of personal leave taken in any one year as long as the staff member has the time accrued and there will be no limitation on personal leave accrued.

22. Paid Parental Leave

Entitlement

22.1. 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.

Taking of Leave

22.2. This leave will be taken as Part A Six (6) Weeks Paid Leave and Part B Three (3) Weeks Retained Leave.

- 22.3. Part A can be taken as six (6) weeks fulltime or twelve (12) weeks half pay.
- 22.4. 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.
- 22.4.1. 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.
- 22.5. 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.
- 22.5.1. 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.

23. Bereavement Leave

Entitlement

- 23.1. Employees may be granted up to a maximum of five (5) days off work upon the death of a family member.
- 23.2. These five (5) days shall be comprised of five (5) days bereavement leave, on full pay, on each occasion with no deduction from personal leave entitlements.

Taking of Leave

- 23.3. 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.
- 23.4. Access to bereavement leave in other circumstances may be available subject to the agreement of the Chief Executive Officer.

24. Long Service Leave

- 24.1. Long Service Leave shall be as per the Local Government Officers Award 1998.

25. Leave Without Pay

- 25.1. 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
- 25.2. Council agrees to retain the employment and position of a person accessing this provision
- 25.3. 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
- 25.4. Employees wishing to access unpaid leave for substantial periods of time must give at least six (6) weeks' notice
- 25.5. Unpaid leave will not affect an employee's continuity of service; however, they will not accrue annual leave, personal leave or long service leave for this period of absence.

PART 5 –WAGE INCREASES & ALLOWANCES

26. Wage Increases

- 26.1. Bulloo Shire Council agrees to pay employees covered by this agreement, wage increases in accordance with the following schedule:
- \$50.00 per week increase from the date of operation of this agreement
 - \$50.00 per week increase from 1st July 2013
 - \$50.00 per week increase from 1st July 2014

27. Schedule of Wages

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

28. Sign-on Bonus

- 28.1. Bulloo Shire Council agrees to pay employees covered by this agreement, a sign-on bonus of \$1,100.00
- 28.2. 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.

29. Camp Allowance

- 29.1. Council will provide food free of charge to all council employees in all camps.
- 29.2. Camp allowance of \$15.00 per employee per day will be paid for the life of the Agreement.
- 29.3. All other relevant provisions of the Award will apply.

30. Locality Allowance

- 30.1. Council recognises the inequity of the difference between the District Allowance paid to employees who work under the Local Government employee's (Excluding Brisbane City Council) Award - State 2003 and the Locality Allowance paid to employees who work under the Local Government Officers' Award 1998.
- 30.2. To rectify this inequity, the Locality allowance entitlements, of Clause 12.1 of the Queensland Local Government Officers' Award 1998, will, by virtue of this Agreement, also apply to all employees engaged under the State Awards to which this Agreement applies.

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

- 33.1. Where Council requires an employee to be on call, the provisions of the Queensland Local Government Employees (excluding Brisbane City Council) Award 2003 provisions shall apply.

34. Higher Duties

- 34.1. In an acknowledgement that Council expects some of our employees to undertake higher duties to assist with Councils operations, each employee who performs higher duties will be paid at the applicable higher rate.
- 34.2. Employees undertaking higher duties shall receive a minimum payment of 4 hours for each engagement.
- 34.3. If an employee was to work more than four (4) hours at a higher level then they will be paid for the whole shift.

35. Leading Hand Allowance

- 35.1. An allowance of \$10.00 per day will be paid to an employee who has been appointed, as a leading hand.
- 35.2. In addition to the responsibilities set out in the relevant award, an employee appointed as a leading hand shall assist management in ensuring that all relevant documentation is complete and submitted to the relevant line manager in a timely manner.
- 35.3. Relevant documentation is intended to include daily measure up sheet, plant working returns, defect logs and fuel returns.

36. Traffic Controller Allowance

- 36.1. All person in engaged in traffic control duties will be paid at level 5 of the Local Government Employees Award for all time worked.

37. Final Trim Allowance

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

PART 6 –WAGE RELATED MATTERS

38. Timesheets

- 38.1. 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.
- 38.2. Timesheets shall be signed and submitted to the relevant supervisor weekly on the nominated day (currently Tuesday)
- 38.3. All staff are required to fill in timesheets in their own time.

39. Travel Time

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

40. Minimum Engagement of Casual Employees

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

41. Salary Sacrifice

Salary sacrifice provisions shall be available to all employees under the following terms:

- 41.1. 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.

- 41.2. 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.
- 41.3. Council encourages employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 41.4. 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.
- 41.4.1. Any additional tax payable will be deducted from the employee's remuneration.

PART 7 – WORKPLACE HEALTH & SAFETY

42. Safety Representative Allowance

- 42.1. Employees elected to the position of Safety Representative shall be paid an allowance of \$50.00 per week
- 42.2. 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.
- 42.3. 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.

43. Protective Clothing & Equipment

- 43.1. 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 \$200.00
 - One (1) pair tinted safety glasses
 - Five (5) pairs of long trousers or shorts
 - Two (2) pairs of overalls for Workshop Staff only
- 43.2. Appropriate protective clothing, footwear and equipment will be replaced on a needs basis upon presentation of the worn/damaged items to the Depot
- 43.3. 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
- 43.4. 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
- 43.5. 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.
- 43.6. 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

- 43.7. If a medical condition prevents an employee from wearing issued protective equipment, Council must be provided with a medical certificate

- 43.7.1. 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 \$200.00 on receipt of a tax invoice
- 43.8. 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

44. Award Compliance and Union Related Matters

- 44.1. As per relevant Awards

45. Workplace Forums

- 45.1. Council agrees to hold a minimum of two (2) Workplace Forums each year with employees and the unions 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.

46. Camp Review Committee

- 46.1. A camp review committee will be established for all camps within the shire
- 46.2. The Camp Review Committee will consist of:
- CEO
 - Foreman/Supervisor in charge of the project
 - 3 workplace representatives. Workplace representative must include one elected WHS representative.
- 46.3. The Camp Review Committee will review all camps (temporary and fixed) to control food and other costs, identify efficiencies and ensure that camps are properly maintained and managed.
- 46.4. The camp review committee will set policies and procedures in relation to the running of the relevant camp.
- 46.5. Where contractors are provided mess and accommodation by Council, the contractor will be subject to all policies and procedure as adopted and/or amended by the camp review committee

Appendix A – Schedule of Wages

	Band	Current EBA Annual Rate	Date of Operation	1 July 2013	1 July 2014
Local Government Employees Award	Level 1	39,608.40	42,208.40	44,808.40	47,408.40
	After 6 Months	40,149.20	42,749.20	45,349.20	47,949.20
	Level 2	40,690.00	43,290.00	45,890.00	48,490.00
	Level 3	41,230.80	43,830.80	46,430.80	49,030.80
	Level 4	41,776.80	44,376.80	46,976.80	49,576.80
	Level 5	42,421.60	45,021.60	47,621.60	50,221.60
	Level 6	43,508.40	46,108.40	48,708.40	51,308.40
	Level 7	44,590.00	47,190.00	49,790.00	52,390.00
	Level 8	45,572.80	48,172.80	50,772.80	53,372.80
	Level 9	46,654.40	49,254.40	51,854.40	54,454.40
Engineering Award State	C14	37,544.00	40,144.00	42,744.00	45,344.00
	C13	38,412.40	41,012.40	43,612.40	46,212.40
	C12	39,582.40	42,182.40	44,782.40	47,382.40
	C11	40,669.20	43,269.20	45,869.20	48,469.20
	C10	42,421.60	45,021.60	47,621.60	50,221.60
	C9	43,508.40	46,108.40	48,708.40	51,308.40
	C8	44,590.00	47,190.00	49,790.00	52,390.00
	C7	45,572.80	48,172.80	50,772.80	53,372.80
	C6	47,741.20	50,341.20	52,941.20	55,541.20
	C5	48,796.80	51,396.80	53,996.80	56,596.80
	C4	49,909.60	52,509.60	55,109.60	57,709.60
	C3	52,078.00	54,678.00	57,278.00	59,878.00
	C2A	53,164.80	55,764.80	58,364.80	60,964.80
	C2B	55,125.20	57,725.20	60,325.20	62,925.20

NOTE: Safety Net adjustments will have NO application during the life of the Agreement and the above figures do not include any safety net increases that may apply during the life of the Agreement.

SIGNATORIES

Signed for and on behalf of **Bulloo Shire Council** Michael John Hayward
In the presence of Donna May Hobbs

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 Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland Michael Ravbar
In the presence of: K.E. ??????

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

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland Rohan Webb
In the presence of: Ann-Marie Allan

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch)..... Peter Biagini
In the presence of: Margarita Cerrato