

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

Barcoo Shire Council

AND

Australian Workers' Union of Employees, Queensland

**The Construction, Forestry, Maritime, Mining & Energy, Industrial Union of
Employees, Queensland**

(Matter No. CB/2021/54)

**BARCOO SHIRE COUNCIL LOCAL GOVERNMENT OPERATIONAL
EMPLOYEES' CERTIFIED AGREEMENT 2021 - 2024**

Certificate of Approval

On 1 December 2021, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **BARCOO SHIRE COUNCIL LOCAL GOVERNMENT
OPERATIONAL EMPLOYEES' CERTIFIED
AGREEMENT 2021 – 2024**

Parties to the Agreement:

- Barcoo Shire Council
- Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Maritime, Mining & Energy, Industrial Union of Employees, Queensland

Operative Date: 1 July 2021

Nominal Expiry Date: 30 June 2024

Previous Agreement: *Barcoo Shire Council Local Government Operational Employees' Certified Agreement 2018 - 2021*

Termination Date of Previous Agreement: 1 December 2021

By the Commission

J.C. DWYER
Industrial Commissioner
1 December 2021

Barcoo Shire Council Local Government Operational Employees' Certified Agreement 2021 –2024

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1. TITLE OF AGREEMENT

1.1 This Agreement shall be known as the Barcoo Shire Council Local Government Operational Employees' Certified Agreement 2021 – 2024.

2. RELATIONSHIP TO PARENT AWARDS

2.1 This Agreement shall be wholly read and interpreted in conjunction with the terms of the following parent Awards:

- Queensland Local Government Industry (Stream B) Award – State 2017 (**Stream B**); and
- Queensland Local Government Industry (Stream C) Award – State 2017 (**Stream C**)

2.2 Where there is any inconsistency between this Agreement and a parent Award, this Agreement will prevail to the extent of that inconsistency.

3. PARTIES BOUND

The parties to the Agreement are the Barcoo Shire Council (ABN 34 668 298 330) (the Council), the Australian Workers' Union of Employees, Queensland and the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

4. APPLICATION

The Agreement shall apply to the Council, Council employees covered by *the Local Government Industry (Stream B) Award – State 2017* and the *Local Government Industry (Stream C) Award – State 2017*, and the unions mentioned in clause 3.

5. NO EXTRA CLAIMS

5.1 The parties to this Agreement undertake 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 provided under the terms of this Agreement.

5.2 This clause does not prevent any party to a parent Award from seeking any amendment or amendments (including amendments to award wages, classification of conditions) to that award or awards during the life of this Agreement.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from 1 July 2021 and will remain in force until 30 June 2024.

7. CONSULTATION – INTRODUCTION OF CHANGES

7.1 Council's duty to notify

(a) Before Council decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and their relevant union/s.

7.2 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

7.3 Council's duty to consult over change -

- (a) Council shall consult the employees affected and, their relevant union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation shall occur as soon as practicable before making the decision referred to in clause 7.1.
- (c) For the purpose of such consultation Council shall provide in writing to the employees concerned and their relevant union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 7.2 (c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

8. DISPUTE RESOLUTION

8.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the consultation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of the parent Awards, the following procedures shall apply:
 - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 8.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

8.2 Prevention and settlement of employee grievances and disputes - other than Award matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive Officer and the aggrieved employee may submit the matter in writing to the Chief Executive Officer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- (c) Council shall ensure that:
 - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) Council may appoint another person to investigate the grievance or dispute. Where possible, the appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

- (g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

9. OBJECTIVES OF THE AGREEMENT

9.1 The objectives of this Agreement are to:

- (a) provide certainty, stability and equity in relation to overall pay and conditions of all employees for the operational period of the Agreement;
- (b) facilitate greater flexibility of working arrangements for staff;
- (c) ensure continued workplace reforms through a consultative approach;
- (d) improve productivity and efficiency within Council through the creation and implementation of operational key performance indicators (KPI) in consultation with relevant employees;
- (e) improve morale and job satisfaction and job security amongst employees; and
- (f) raise the profile of the Barcoo Shire Council as a “best practice” employer.

10. SHIRE EMPLOYMENT

10.1 Council is committed to up-skilling staff and to this end, Council will advertise all positions internally in the first instance, allowing a period of seven (7) calendar days for applications to be made. If no suitable applications are received, Council may then advertise the position both internally and externally.

10.2 Clause 10.1 can be superseded by the Chief Executive Officer should the position require specific skills or qualifications that cannot be sought internally.

11. JOB SECURITY

11.1 Council will endeavour, subject to financial sustainability, to maintain the current workforce for the life of this Agreement. However, matters outside Council’s control, such as cuts in external funding or changes to legislation, or Government policy may result in the need to reduce staff levels. In this event, Council commits to consult with the affected staff and, where their relevant union/s prior to any reductions in staff numbers.

11.2 Redundancy -

In the event a position is made redundant, Council shall pay to the employee severance pay in accordance with the following scale:

The employee’s years of continuous service	Redundancy pay period
At least 1 year but not more than 2 years	4 weeks
More than 2 years but not more than 3 years	6 weeks
More than 3 years but not more than 4 years	7 weeks
More than 4 years but not more than 5 years	8 weeks
More than 5 years but not more than 6 years	9 weeks
More than 6 years but not more than 7 years	10 weeks
More than 7 years but not more than 8 years	12 weeks
More than 8 years but not more than 9 years	14 weeks
More than 9 years but not more than 10 years	15 weeks
More than 10 years but not more than 11 years	16 weeks
More than 11 years but not more than 12 years	17 weeks
More than 12 years	18 weeks

12. WAGES

12.1 It is agreed that wages for all employees covered by this Agreement will be increased annually from 1 July 2021, during the life of this Agreement by 2.3 % or the percentage State Wage increase, as awarded annually in 2021, 2022 and 2023 by the Queensland Industrial Relations Commission, whichever is the higher.

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

12.3 It is further agreed that should the renegotiation of the following Agreement to this Certified Agreement be delayed beyond 30 June 2024, in the absence of any other agreed wage increase, the State Wage Case 2024 Decision will be applied to take effect from 1 July 2024.

13. ALLOWANCES

13.1 Locality Allowance

Council agrees to extend the payment of Locality Allowance provided for under the *Queensland Local Government Industry (Stream A) Award – State 2017* to all employees covered by this Agreement.

13.2 Meal Allowance

An employee, other than an employee living in camp, shall be paid a meal allowance of \$27.50 during overtime as prescribed in the relevant award.

13.3 Camp Allowance

To compensate employees for camping out, Council agrees that employees shall be entitled to a camp allowance per each full day spent on the job, as follows:

- (a) \$65 per day as from 1 July 2021;
- (b) \$65 per day as from 1 July 2022;
- (c) \$65 per day as from 1 July 2023.

13.4 Construction Work Allowance

Employees covered by this Agreement will not be entitled to receive the construction work allowance applicable under the parent Awards.

13.5 Funeral Allowances

For the duration of this Agreement, any employee who voluntarily agrees to participate in funeral administrative and/or undertaking activities, will be paid as follows per funeral:

- (a) Administration Allowance \$250;
- (b) Undertaking Allowance \$250;
- (c) Assistant Undertaking Allowance \$150;
- (d) Body Collection Undertaker \$85;
- (e) Other (Dressing and Viewing) \$85; and
- (f) Transporting Body after Hours \$120.

Any employees who participate in funeral administrative and/or undertaking activities will receive appropriate training and support.

13.6 Appointment as Leading Hand

An employee appointed by Council as a Leading Hand shall be paid level 7 or 8 for the term of their appointment.

14. HOURS OF WORK

14.1 Work Cycle

- (a) A work cycle may consist of working 10 days on, 4 days off or 5 days on, 2 days off. A work cycle will be determined in accordance with work requirements or by mutual Agreement between an employee and the supervisor.
- (b) The calendar year work cycle will be broken into work periods, and accumulation of statutory holidays and RDOs will be allowed to accommodate for these periods, unless otherwise directed by the Chief Executive Officer. This practice will occur during the last quarter of the previous calendar year. If the work cycle needs to be amended, a consultation process in accordance with clause 7 will be followed.

14.2 Ordinary Hours

The ordinary hours of work for employees engaged under this Agreement shall be between 5:00am and 8:00pm, inclusive of meal breaks and rest pauses. The purpose of this provision is to allow altering of start and finish times in respect of extreme climatic conditions such as the afternoon heat. For example, in summer a supervisor, with the agreement of the majority of workers concerned, may alter the start time to 5:00am and allow a rest pause between 11:00am and 1:00pm.

14.3 Overtime

- (a) Employees may be required to work up to a maximum of two (2) additional hours per day and up to a maximum of 18 additional hours per work cycle (2 weeks) without attracting any overtime penalty rates. The parties accept that the overtime rate otherwise applicable under the relevant award, is absorbed into the overall entitlements stipulated for under this Agreement.
- (b) Any overtime worked in excess of the amount stipulated in clause 14.3(a) shall be paid at time and one half for the first two (2) hours and double time thereafter.

15. LEAVE

15.1 Annual Leave

- (a) All employees, other than casuals, shall accrue annual leave at the rate of five (5) weeks per annum.
- (b) Employees must take a minimum of two (2) weeks annual leave during the Christmas/New Year period unless directed otherwise by the CEO.
- (c) Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.
- (d) 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.
- (e) Notwithstanding the requirement in clause 15.1(d), staff may be required to maintain the block leave currently used in the Council. This means that staff will take leave during a period of time agreed to by the majority of employees concerned. This will facilitate programmed servicing of plant and minimise disruption to the Council's operations.

15.2 Sick Leave

- (a) Sick leave shall accrue at the rate of 15 days per year.
- (b) An employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. 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 a duly qualified medical practitioner or statutory declaration of illness satisfactory to the employer.
- (c) Where sick leave is excessive and establishes a pattern, the CEO may request a medical certificate or statutory declaration be provided by the employee for every occasion of absence on sick leave.
- (d) The requirement for medical evidence under clause 15.2(c) shall cease after 6 months, unless the sick leave remains to be excessive and/or continues to form a pattern.
- (e) Subject to clauses 15.2(f), (g) and (h), an employee shall be eligible for a payout of their accrued sick leave upon termination of employment. Such payment will be made as a voluntary contribution to the employee's nominated superannuation account, in accordance with the following schedule:

Length of continuous service with Council	Payment
less than 2 years	Nil
More than 2 years but less than 5 years	15%
More than 5 years but less than 10 years	45%
More than 10 years but less than 15 years	75%
More than 15 years	100%

- (f) The payment under clause 15.2(e) does not apply where the termination of employment was for reasons relating to the employee's conduct or performance.
- (g) The payment under clause 15.2(e) shall be capped at a maximum of 32 weeks and will only apply to sick leave which has been accrued through service with the Council since 1 January 2009.
- (h) If an employee takes more than five (5) days of sick leave without producing a medical certificate or a statutory declaration in any calendar year, the time in excess of five (5) days will be deducted from the employee's eligible accrued entitlement under clause 15.2(e).

15.3 Long Service Leave

- (a) Employees who commenced service with Council after 6 July 2004 shall accrue long service leave at the rate of 13 weeks on full pay for each year of service after 10 years of continuous service and a proportionate amount for an incomplete year of service. Any long service accrued with Council prior to 6 July 2004, will accrue at the rate of 8.6667 weeks after 10 years of continuous service.

- (b) Council acknowledges the valuable contribution of long-term employees. An employee who has more than seven (7) but less than ten (10) years continuous service is entitled to a proportionate payment of the long service upon termination of employment.
- (c) The payment under clause 15.3(b) does not apply where the termination of employment was for reasons relating to the employee's conductor performance.

15.4 Bereavement Leave

- (a) Upon the death of a family member, an employee may be granted bereavement leave when attending a funeral that requires travel from the employee's primary depot location, in accordance with the below table:

Distance Funeral is Held	Days of Paid Bereavement Leave
up to 250kms	2 days
251 – 500kms	3 days
501 – 900kms	4 days
901kms +	5 days

- (b) For the purpose of clause 15.4(a), a "family member" shall mean any of the following:

Spouse, child, ex-nuptial child, step-child, adopted child, foster child, ex-foster child, parent, step-parent, parent-in-law, grandparent, grandchild, sibling of the employee, step sibling, sibling in-law, child in-law, parent's sibling, sibling's child and parent's sibling's child.

15.5 Rostered Days Off

- (a) This provision allows for the accumulation of a Rostered Day Off (RDO) in every nineteen-day month.
- (b) Employees will work nineteen days of eight (8) hours at ordinary rates, resulting in one (1) day being available to be taken as an RDO, if the full complement of nineteen (19) days is worked, (i.e., an employee only has an entitlement to an RDO if they have attended work for the 19 days) or will have an RDO using the hours that have been worked up in instances where a full complement of 19 days has not been worked.
- (c) RDOs are not accumulated on public holidays, sick days or annual leave/special leave days, which will be paid at 7.6 hours per day or the hours that have been accumulated.
- (d) If an employee has a scheduled RDO in place and is required to work on that scheduled RDO, Council may request the employee to work on the RDO by giving the employee two (2) days' notice.
- (e) If an employee is requested to work on an RDO, such RDO shall be re-allocated to a mutually agreeable day between the employee and their manager without attracting penalty rates.
- (f) Upon termination of employment, any unused accumulated RDO hours shall be paid out at ordinary time (single time).
- (g) Accumulation of RDOs and public holidays will be allowed at the discretion of the CEO, in order to break the calendar year into work periods that are suitable for the business.

16. PRODUCTIVITY IMPROVEMENTS

- 16.1** Employees will start “on-the-job” i.e., if they have to be out the gate at 7:00am, or on the job site in a camp situation, each employee, and any machinery, will be ready at 7:00am.
- 16.2** Employees in a camp situation, prior to their return to a Depot on the last day of their shift, will ensure that all accommodation units are clean and tidy, all kitchen and ablution areas are cleaned, and machinery/equipment is serviced, fuelled, and ready for immediate start upon commencement of the next work cycle. Employees who provide their own transport to the camp are to take part in cleaning duties.

17. SERVICE OF PLANT AND FLEET

- 17.1** Operators of Council plant shall service machinery on a daily basis both before start-up and at shutdown. Reasonable time is to be provided by the job supervisor to enable such servicing to be completed within the normal working hours of the job.
- 17.2** Operator running sheets are to be completed and submitted to the Workshop Supervisor on a weekly or fortnightly basis.

18. TRAINING & DEVELOPMENT

- 18.1** Council is committed to the introduction of an accredited training program that shall enable employees to upskill and gain recognised qualification.
- 18.2** Council shall review annually as part of an annual performance appraisal, employee skills required in order to identify any training needed.
- 18.3** A training program specific to the individual employee may then be formulated. This program shall be tailored to meet the aims of the employee as far as gaining the qualifications and skills they wish to attain, and the skills base required by Council in order to remain competitive.

19. ABANDONMENT OF EMPLOYMENT

- 19.1** An employee who has been absent for seven (7) or more working days without Council’s consent and does not establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.
- 19.2** Before an employee’s employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee. For the purpose of this clause, reasonable contact could be via email, post, phone or text messages.

20. ON CALL/AVAILABILITY ALLOWANCE

- 20.1** An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the below table for each day or night during which the employee remains on call:

Days Required to be on call	On Call Allowance
Monday to Friday	\$20.00 per day
Saturday	\$30.00 per day
Sunday	\$40.00 per day

- 20.2** In addition to the above allowance, employees shall be entitled to receive penalty rates in accordance with the overtime provisions in the relevant Award for the time worked if they are required to report for duty.
- 20.3** Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

21. RECALL TO DUTY

- 21.1** An employee who is on call and being paid the on-call allowance in accordance with clause 21.1 shall be entitled to a minimum payment equivalent to three (3) hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked.
- 21.2** If an employee does not leave home to attend to the situation e.g., handled by phone or via a computer, they will be paid a minimum of thirty minutes at the applicable rate.

APPENDIX A – SCHEDULE OF WAGES - Subject to the provisions of Clause 12.1 and 12.3 -

(a) LOCAL GOVERNMENT INDUSTRY (STREAM B) AWARD - STATE 2017 EMPLOYEES – HOURLY RATES

Level I	1 July 2020	1 July 2021	1 July 2022	1 July 2023
Level 1-4 (STREAM B)	\$31.33	32.11	32.91	33.73
Level 5-6 (STREAM B)	\$32.63	33.46	34.30	35.16
Level 7-8 (STREAM B)	\$33.95	34.80	35.67	36.56
Level 9 (STREAM B)	\$46.02	47.17	48.35	49.56

i. Building Trades

Level I	1 July 2020	1 July 2021	1 July 2022	1 July 2023
Building Worker, Level 1(a), New Entrant	\$28.13	28.83	29.55	30.29
Building Worker, Level 1 (b), after 3 months in the industry	\$28.95	29.67	30.42	31.18
Building Worker, level 1 (c), after 12 months in the industry	\$28.95	29.67	30.42	31.18
Building Worker, level 1 (d)	\$29.79	30.53	31.30	32.08
Building Worker, level 2	\$30.50	31.26	32.04	32.85
Building Tradesperson, level 1	\$30.98	31.75	32.55	33.36
Building Tradesperson, level 2	\$31.81	32.61	33.43	34.27
Building Tradesperson, level 3	\$32.73	33.55	34.39	35.25

ii. Engineering and

Electrical Services

Level I	1 July 2020	1 July 2021	1 July 2022	1 July 2023
C14	\$ 28.13	28.83	29.55	30.29
C13	\$ 28.13	28.83	29.55	30.29
C12	\$ 28.95	29.67	30.42	31.18
C11	\$ 29.79	30.53	31.30	32.08
C10	\$ 30.98	31.75	32.55	33.36
C9	\$ 31.81	32.61	33.43	34.27
C8	\$ 32.73	33.55	34.39	35.25
C7	\$ 33.59	34.43	35.29	36.17

C6	\$ 35.45	36.34	37.25	38.18
C5	\$ 36.42	37.33	38.26	39.22
C4	\$ 37.36	38.29	39.25	40.23
C3	\$ 39.24	40.22	41.23	42.26
C2 (a)	\$ 40.20	41.21	42.24	43.30
C2 (b)	\$ 41.89	42.94	44.01	45.11

Signatories

Signed for and on behalf of Barcoo Shire Council:

Chief Executive Officer

Title

Signature

Paul Hockings

Print Name

In the presence of:

Signature

Amada Taylor

(Print Name of Witness)

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

Queensland Secretary

Title

Signature

Steve Baker

Print Name

In the presence of:

Signature

Aaron Santelises

(Print Name of Witness)

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

Assistant State Secretary

Title

Signature

Kane Lowth

Print Name

In the presence of:

Signature

Emma Eaves

(Print Name of Witness)