

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Balonne Shire Council Certified Agreement (State) 2013

*Matter No. CA/2013/11*

Commissioner Thompson

6 March 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 6 March 2013 the Commission certifies the following written agreement:

**Balonne Shire Council Certified Agreement (State) 2013 – CA/2013/11**

Made between:

Balonne Shire Council

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;  
The Australian Workers' Union of Employees, Queensland;  
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; and  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 6 March 2013 and shall operate from 6 March 2013 until its nominal expiry on 30 June 2015.

This agreement replaces Balonne Shire Council - Certified Agreement (State) 2009 - CA/2009/138.

By the Commission.

Commissioner Thompson

# PART 1

## 1.1 TITLE

This agreement shall be known as the Balonne Shire Council Certified Agreement (State) 2013.

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## **1.3 DEFINITIONS**

### **1.3.1 AWARD**

The Awards as set out in Clause 1.4 (a), (b) and (c).

### **1.3.2 PRODUCTIVITY**

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include:

- (a) the provision of the same level and quality of services at a lesser input;  
the provision of a greater level of customer service at the same or lesser input;
- (c) the development of a capacity to provide increased services in those work units where growth is occurring;
- (d) updated technology;
- (e) an agreed combination of the above.

## **1.4 RELATIONSHIP TO PARENT AWARDS**

This Agreement shall be read and applied in conjunction with the terms of the Parent Awards, listed below, applying at the time of making this agreement, provided that where there is any intended inconsistency between this agreement and the award, this agreement shall prevail to the extent of that inconsistency-

- (a) Local Government Employees' (excluding Brisbane City Council) Award - State
- (b) Engineering Award - State
- (c) Building Trades Public Sector Award - State

### Renegotiation other and Award matters

- (d) Council is committed, during the life of this agreement and in its renegotiation, to bargain with the parties to this agreement in respect of employees whose terms and conditions have traditionally been covered by the relevant parent awards listed at subclauses 1.4 (a), (b) and (c).
- (e) With the exception of those referred to in clause 1.4 (f), it is agreed that all terms and conditions of the relevant parent awards, as they stood at the date of certification of this agreement, other than altered by this agreement, are preserved for the duration of the agreement.
- (f) The Parties acknowledge that the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003 is presently the subject of an application by the AWUEQ to amend the classification structure (and related matters), and agree that any change to the Award arising out of a decision flowing from that application will be adopted and incorporated into this Agreement.

### **1.4.1 Site Specific Agreements (SSA)**

Unless specifically mentioned in a schedule to this agreement all site specific agreements (both verbal and written) registered or otherwise will be deemed not to exist from the date of operation of this agreement.

The parties agree that it is appropriate to provide for a process that enables workgroups or individuals to develop and implement flexible working arrangements, that are suited to the needs of the workgroup or task(s) in hand,

and that are also within the scope permitted by the *Industrial Relations Act 1999* (Qld).

Where the employees to be directly effected and Council mutually agree on the need for such flexible working arrangements the following process shall be applied;

- The employees directly affected and local management shall consult and agree on the arrangements to be implemented, which shall be documented. Employees may consult with their employee organisation representative(s) through all stages of the arrangements.
- Where the provisions within a proposed Site Specific Agreements would be in conflict with an existing provision of this Agreement, the parties must seek a formal variation to this Agreement with the QIRC before such SSA can operate. Such variation, reflecting the SSA, shall be proposed as a separate schedule to this Agreement. Upon the variation being certified by the QIRC the SSA will come into operation and shall prevail over any inconsistent provisions contained in the main body of this Agreement to the extent that it relates to the specific site.

Important principles behind SSAs are:

- Such arrangements meet operational requirements;
- Agreement has been obtained from two thirds (2/3) majority of affected employees. However in special circumstances a substitute employee(s) may be utilised from similar workplaces;
- Where more than a one-third (1/3) of the original employees who voted for the SSA leave that work area then the SSA must be renegotiated;
- Approval has been obtained from management
- Where a formal variation is required by the QIRC to give effect to a SSA, a valid majority of all relevant employees subject to this Agreement (not just the SSA) must approve of the variation.

## **1.5 PARTIES BOUND**

The Parties to the Agreement shall be:

**BALONNE SHIRE COUNCIL** and the

**AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND;** and the

**FEDERATED ENGINE DRIVERS AND FIREMENS' ASSOCIATION OF QUEENSLAND, UNION OF EMPLOYEES;** and the

**AUTOMOTIVE, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND;** and the

**THE CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND**

## **1.6 APPLICATION**

The Agreement shall apply to the Council, the above-named Unions and their members and all other employees of Council whose employment would otherwise be subject to the Awards listed in clause 1.4.

## **1.7 DATE AND PERIOD OF OPERATION**

This Agreement shall, subject to certification by the Queensland Industrial Relations Commission, operate from the date of certification to 30<sup>th</sup> June 2015 inclusive.

The Parties agree that negotiations for the next Agreement will commence no later than twenty-six (26) weeks before the expiry date of this agreement.

## **1.8 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE**

In the event of any disagreement between the Parties as to the interpretation or implementation of this Agreement, the following procedure will be followed.

Except where a bona fide health and safety issue is involved, the Parties shall ensure the continuation of work and customary work practices.

Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept reassignment to alternative suitable work/work environment in the meantime.

In the event of any disagreement between the Parties as to the interpretation or implementation of this Agreement, the following procedure shall apply:

- (a) The matter is to be discussed by the Employee/s and the immediate supervisor in the first instance or optionally in the presence of a local union representative and management representative;
- (b) If the matter is not resolved, it shall be referred to the Union Delegate/Representative or Union Official if so desired by the Employee/s involved and to the appropriate management Representative who shall, within 24 hours, or as otherwise agreed, arrange a Conference of the Parties to discuss the matter;
- (c) If the matter remains unresolved, it shall be referred to the Secretary of the Union and/or its nominee if so desired by the Employee/s involved and the Chief Executive Officer or Council Representative for discussion and appropriate action;
- (d) If unresolved the matter may then be referred by either Party to the Queensland Industrial Relations Commission.

## **1.9 SINGLE BARGAINING UNIT**

For the purpose of implementing this Certified Agreement and the re-negotiation of a future replacement Agreement a Single Bargaining Unit (SBU) has been established. The SBU was elected by employees and consists of up to six (6) representatives from a cross-section of Councils workforce and reflecting union coverage.

## **1.10 ENTERPRISE BARGAINING TEAM**

As a practical vehicle to facilitate negotiations between unions and management and to implement this Agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of all the members of the SBU and six (6) management representatives. Management representatives include two (2) elected members of Council. The EBT will meet regularly to monitor progress in regard to this agreement.

# **PART 2**

## **2.1 BACKGROUND TO THE AGREEMENT**

The aim of this Agreement is: -

- (a) To improve productivity and efficiency within the Council;
- (b) To facilitate greater flexibility of working arrangements within the framework of this Agreement;
- (c) To ensure continued Local Government reform and response to State/Federal Government reforms (*e.g. Department of Main Roads roadworks contracts*), using a consultative approach;
- (d) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of

- operation of the Agreement; and
- (e) To provide the time, resources, processes and people for the above to occur.

## **2.2 OBJECTIVES OF THE AGREEMENT**

### 2.2.1

- (a) Increase both accountability and responsiveness to the community and deliver significant benefits to the customers of the Council.
- (b) Participation by Council, management, employees and their unions and customers in the continuous improvement process particularly in the development of more efficient work practices and quality improvement.
- (c) Use of Council's best endeavours to maintain employment security for all current employees.
- (d) Achieve 'best practice' in the areas of service levels to customers, and Equal Employment Opportunity, Occupational Health and Safety, Environmental performance and the development and implementation of a Code of Conduct for employees.
- (e) Develop a team approach and a more co-operative working environment.

2.2.2 No employee shall be disadvantaged in respect of the following as a result of implementation of this Certified Agreement:

- (a) employment security
- (b) salary and conditions of employment
- (c) career structure
- (d) occupational health and safety

## **2.3 PRODUCTIVITY MEASUREMENT**

2.3.1 The Parties agree that quantitative measurement of productivity is difficult in the service sector and in Local Government in particular.

2.3.2 The Parties recognise that improved service to the public and internal clients constitutes a productivity increase within Council.

2.3.3 Where possible, the Parties will aim to improve the quality, efficiency and accessibility of client services.

2.3.4 The Parties agree through consultative processes to continue the development of further benchmarks and performance indicators.

2.3.5 The Parties agree that the following principles will apply in the development of benchmarks and performance indicators:

- (a) benchmarks and performance indicators will be jointly developed and agreed between the Parties;
- (b) benchmarks and performance indicators must take into account quality of service provision, rather than purely cost considerations;
- (c) benchmarks and performance indicators must be easily understood by the workforce;
- (d) benchmarks and performance indicators measure overall Council and team performance, not individual performance. They are not linked to processes dealing with individual performance planning and review/performance appraisal, or unsatisfactory work performance;
- (e) the benchmarks and performance indicators must be capable of being applied in a non-discriminatory manner;
- (f) such indicators shall be developed by the Enterprise Bargaining Team;
- (g) benchmarks and performance indicators will not be based on trade offs, short term cost cutting measures or simply the notion of savings being made through reductions of services to the community.
- (h) Wage rises detailed in this agreement are not dependent upon benchmarks or performance indicators.

2.3.6 The parties agree that performance indicators, including the following, will be developed and refined during the duration of this agreement:-

Performance Indicator	Measure	Benchmark	Comments
<b>PLANT AND EQUIPMENT</b>			
Plant Utilisation	Annual plant hire hours compared with previous periods of equal length	% of potential hire (i.e. annual ordinary hours)	It is acknowledged that seasonal conditions can impact on plant utilisation both positively and negatively
Plant Downtime	Measure of plant downtime for repairs in workshop (i.e. lost plant hire)	% of potential hire hours	
The standard of care for plant and equipment	Regular inspection and report by Workshop Supervisor, Overseer, Director of Technical Services Engineer or Technical Officer.	Adequate and up to date mechanical and aesthetic maintenance of Council plant	Measure of effectiveness of regular and preventative maintenance checks as well as internal and external cleaning of the units
<b>WORKPLACE HEALTH AND SAFETY</b>			
Workplace injuries	Hours lost due to workplace injuries and number of injuries/safety incidents	Reduction in cost/hours lost and number of injuries/safety incidents when compared with previous periods of equal length	Reference to be made to Local Government WorkCare (LGW) records.
Staff utilisation of Council provided safety equipment	Reference to Safety Issues database to determine average level of use of safety equipment, Number of non-conformances with WPH&S policy	100% utilisation of provided safety equipment.	e.g. Staff not wearing safety equipment/ clothing
Sick leave taken	Measure of leave taken without doctor certificate	Continuous improvement in reduction of time lost due to sickness without doctor certificate	
<b>WORKS</b>			
Roadworks Quality Assurance System performance	Number of Quality Assurance non-conformances	100% conformance	Justifiable non-conformances will be excluded from evaluation

Performance Indicator	Measure	Benchmark	Comments
Proper use of roadworks signage	Technical officer to receive reports on and/or report <u>all</u> non-conformances with Manual of Uniform Traffic Control Devices	100% conformance	Public safety is acknowledged as a very high operational priority
Promptness in dealing with Requests for Action	Time taken from when request is received until work is completed or an assessment is made	Comparison with previous year	Only RFA's which are the responsibility of Works Department to be considered. Requests which have been deferred for operational reasons will not be considered
<b>GENERAL</b>			
Annual and RDO Leave coordination and cooperation	Number of problems such as insufficient notice, level of cooperation	Leave taken in accordance with the Award and Certified Agreement	
Staff Training	Level of participation in relevant and beneficial training (hours per employee), Number of employees undertaking career training in their own time	Improvement in participation over previous year	
Reporting of Damaged, Lost or Stolen Council property	Promptness and completeness of reporting on the standard form	Reporting to Council Office within 24 hours	Many instances where reporting is either incomplete, late or not occurring resulting in delayed insurance claims, Police investigation and repairs or replacement.

## **2.4 TRAINING**

The parties are committed to a training and development program which will enhance the current and future performance of the Council and its employees. All reasonable costs associated with approved training will be reimbursed by the Council.

During the term of this agreement, competency standards for all relevant positions will be developed and agreed to by the parties.

It is further agreed that such competency standards will be in accordance with relevant nationally accredited standards.

It is further agreed that these competency standards will be used to assess the skills of employees and, where necessary, to develop relevant in-house or external training programmes.

## **2.5 QUALITY ASSURANCE**

Quality is one of the measures of productivity and the parties are committed to cooperation and participation in the Council's Quality Assurance program.

## **2.6 WORKPLACE HEALTH AND SAFETY**

The Council is committed to ensuring that all parties, including sub-contractors, comply with the provisions of the Workplace Health and Safety Act, 1995.

# **PART 3**

## **3.1 WAGE INCREASE**

This Agreement provides for the following salary and wage increases from the date specified and subject to certification of the Agreement:-

- (a) Subject to certification by the Queensland Industrial Relations Commission, this Agreement provides, effective from 2<sup>nd</sup> July 2012, for the following wage increase over and above the wage rates applicable as at 1<sup>st</sup> July 2012 (Refer Appendix C):-

Increase (per 38 hour week) in addition to the rate applicable under the previous Certified Agreement as at 2 <sup>nd</sup> July 2012. (Refer Appendix C)	<b>\$40.00 or 4%</b> (whichever is greater)
Increase (per 38 hour week) in addition to the rate applicable under this Certified Agreement as at 1 <sup>st</sup> July 2013. (Refer Appendix C)	<b>\$40.00 or 4%</b> (whichever is greater)
Increase (per 38 hour week) in addition to the rate applicable under this Certified Agreement as at 30 <sup>th</sup> June 2014. (Refer Appendix C)	<b>\$40.00 or 4%</b> (whichever is greater)

- (b) Any award increases from 2<sup>rd</sup> July 2012 will be absorbed into the wage increases as detailed in 3.1 (a) above.
- (c) Any award increases after 30<sup>th</sup> June 2015 shall not be absorbed into existing above award payments

## **3.2 NO EXTRA CLAIMS**

The parties to this Agreement agree that during the life of this Agreement, no extra claims will be made for further wage or salary increase, except where consistent with the provisions of this agreement or any decision of the Queensland Industrial Relations Commission.

## **3.3 CLASSIFICATION STRUCTURE AND TRANSITION BETWEEN WAGE LEVELS**

### **Grader Operator Skills Allowance Framework**

A Grader Operator Skills framework has been developed to recognise grader operators' role in providing leadership / a supervisory role on job sites.

Grader Operators shall be paid at the Award Level as specified in Appendix D.

Grader Operators will be assessed by the Director of Infrastructure Services, or his or her delegate, and classified using Appendix D as guidance. Grader Operators not on the top classification of Appendix D will be assessed on an annual basis.

### **Specialist Plant Classification Rates**

The parties recognise certain specialist plant positions are not adequately classified under the Award. A classification schedule has been developed for such plant.

Specialist Plant Operators shall be paid at the rate specified in Appendix D.

## **PART 4**

### **4.1 BEREAVEMENT LEAVE/LEAVE TRANSFER**

#### **4.1.1 BEREAVEMENT LEAVE**

The parties agree that employees may apply for and be granted up to three (3) days paid sick leave to be used in conjunction with the two (2) days paid Bereavement Leave applicable under the relevant Award.

#### **4.1.2 LEAVE TRANSFER**

The parties agree that employees may voluntarily apply to transfer up to two (2) days, in multiples of one (1) day minimum, of their accrued annual leave to an emergency leave pool for use by a fellow employee or employees in circumstances as follows:-

- (a) The fellow employee requires leave from work to care for a seriously ill relative; and
- (b) The fellow employee does not have sufficient sick, annual, long service or other leave accrued to allow leave from work for the term of care required; and
- (c) The fellow employee does not have access to other statutory benefits (e.g. Sickness Benefits); and
- (d) The fellow employee submits an application for use of the emergency leave which is approved by the Chief Executive Officer after consultation with the Enterprise Bargaining Unit.

Further, it is agreed that any unused leave remaining in the pool for a period of two (2) months after the conclusion of the term of care shall be returned to the original owners of the leave on a pro-rata basis.

Further, it is agreed that no employee shall transfer more than two (2) days annual leave to the emergency leave pool in any twelve (12) month period commencing from the date of the original transfer.

### **4.2 9 DAY FORTNIGHT**

The agreement to change hours of work to enable a Nine Day Working Two Week Period as detailed in Appendix "A" is deemed to form part of this agreement.

### **4.3 LEAVE TO BE TAKEN**

Long Service Leave shall be taken at times mutually agreed by both Parties, but within two years of falling due. Long Service Leave accrued prior to the certification of the Agreement shall be reduced by the taking of leave as minimum four (4) week blocks at times mutually agreed by both Parties unless authorised otherwise by the Chief Executive Officer under exceptional circumstances.

Accrued RDO and TOIL leave shall be taken before annual or long service leave.

Within two years from the certification of the Agreement, all annual leave accrued prior to that date, shall be taken.

No officer shall accrue an untaken annual leave balance of more than eight (8) weeks unless approved otherwise

by the Chief Executive Officer.

Annual leave shall be taken in minimum blocks of one (1) day unless authorised otherwise by the Chief Executive Officer.

In acknowledging the importance of operational planning, applications for annual, long service and TOIL leave shall be made at least 4 weeks prior to the intended commencement of such leave unless authorised otherwise by the Chief Executive Officer or his/her delegate.

## **4.4 CAMPING/TRAVEL ARRANGEMENTS**

### **4.4.1 CAMP ALLOWANCE**

- (a) Where for the performance of work it is necessary for an employee to live in a camp, such employee shall be paid a camping allowance for each night he or she lives in a camp or optionally travels in accordance with sub-clause (b). This allowance is in lieu of any camping allowances payable under the parent awards and shall be paid from and including the date of effect and in the amounts indicated in the following table:-

Date of Effect	Camp Allowance (per night)
2 <sup>nd</sup> July 2012	\$42.50
1 <sup>st</sup> July 2013	\$45.00
30 <sup>th</sup> June 2014	\$47.50

- (b) Employees may optionally:-
- a. travel home from the camp on Wednesday nights and return to the camp on Thursday mornings and be paid the camp allowance except where the Wednesday night falls within a week in which a Rostered Day Off as defined under clause 4.2 or Public Holiday falls; or
  - b. remain in camp on Wednesday nights.
- (c) Travel from the camp on Wednesday nights and to the camp on Thursday mornings shall be in a Council vehicle, in the employees own time and without payment of travelling allowance. Council reserves the right to minimise the number of vehicles used for travel under such arrangements.

#### 4.4.2 ZONAL TRAVELLING ARRANGEMENTS

- (a) Employees required to work at a job site which is less than 20 kilometres travelling distance from the camp or depot shall travel to and from the job site in their own time without payment.
- (b) Employees required to work at a job site which is further than 20 kilometres travelling distance from their base camp or depot shall travel to and from the job site or job camp in their own time and shall be paid a taxable travelling allowance, each way, in accordance with the following tables:-

Travelling Allowances effective from 2<sup>nd</sup> July 2012

Distance Travelled during employees time (km)		Deemed travelling time range (minutes)		Allowance (each way)			
From	to	From	To	Code	Driver of Council Vehicle	Code	Passenger in Council Vehicle
0	20	0	15	TD0	Nil	TP0	Nil
20.1	60	15	45	TD1	\$19.75	TP1	\$13.71
60.1	100	45	75	TD2	\$36.89	TP2	\$24.03
100.1	140	75	105	TD3	\$54.07	TP3	\$36.05
140.1	180	105	135	TD4	\$71.23	TP4	\$48.08
180.1	220	135	165	TD5	\$88.40	TP5	\$58.34

- (c) Unless directed otherwise, travel to a camp or job site at the commencement of the working week shall be in the employee's time with payment in accordance with sub-clause (b).
- (d) Unless directed otherwise, travel from a camp or job site at the end of the working week shall be in the employee's time with payment in accordance with sub-clause (b).
- (e) No allowance will be paid for travel inside paid working hours.
- (f) The parties agree that the allowances as prescribed in sub-clause (b) shall be increased by a percentage equal to the percentage wage increase paid under this Certified Agreement to a Level 5 employee of the Local Government Employees' (excluding Brisbane City Council) Award – State. *(For example: If a wage increase under this agreement results in a 3% increase in the Level 5 employee's rate, travel allowances will increase by 3% also)*
- (g) Subject to clause 4.4.1 (c), a single travel allowance shall be paid where an employee travels to their job site via their camp. Likewise, a single travel allowance shall be paid where an employee travels home from their job site via their camp. *(i.e. an allowance for travel from home to camp then another allowance from camp to job site shall not be paid)*
- (h) Where travel to/from a job or camp site is partly in the employees own time and partly during normal working hours, a travel allowance shall be paid for that distance to be travelled during the employees own time only.
- (i) Travelling to a job in a grader or other heavy earthmoving plant (i.e. other than truck, car, utility or van) during the employee's time will be paid for at the relevant award over-time rates.
- (j) Employees are required to record their time of departure and arrival in respect of each travel allowance claimed in addition to the physical start and finish time on the job.

#### 4.5 ANNUALISED ALLOWANCES

- (a) It is agreed that in addition to the allowances prescribed under Clauses 4.4.1, 4.4.2 and 4.9 of this agreement, the following award allowances only will be claimed and paid during the term of this agreement:-

Award Clause	Allowance Description
<b><u>Building Trades Public Sector Award – State</u></b>	
8.1.3	Fares & Travelling Allowance - using own car
5.2.26	Tool Allowance
5.2.31	Work under unpleasant conditions (live sewerage)
<b><u>Engineering Award – State</u></b>	
Sch4-1	Live Sewer Work
8.1.3	Use of Own Transport on Employer's Business
5.8.40	Tool
<b><u>Local Government Employees' (excluding Brisbane City Council) Award – State</u></b>	
5.8.13	Employees using their own vehicles
5.8.2	Liver Sewer Work
5.8.15	On Call Allowance
5.8.30	Caretakers – Living Quarters, Fuel and Light

- (b) It is agreed that compensation for the non-payment of all other allowances as prescribed under the relevant awards is contained within the wage increases detailed in Part 3 Section 3.1 herein and previous agreements.
- (c) It is further agreed that the allowances prescribed in sub-clause 4.5 (a) above including those under Clauses 4.4.1, 4.4.2 and 4.9 shall continue to have effect where an entitlement exists and shall not be the subject of negotiation under future agreements.

#### **4.6 TIME OFF IN LIEU OF OVERTIME**

- (a) Subject to mutual agreement, an employee may work overtime and be compensated in either of the following ways:-
- a. payment of overtime rates in accordance with the parent awards; or alternatively
  - b. the taking of time off in lieu (TOIL) on an "equal time off for equal hours worked" basis.
- (b) Where, due to work requirements, an employee through no fault of his/hers, is not able to take such TOIL within three (3) months of the end of the pay period within which such TOIL was accrued, the TOIL shall, by mutual agreement, be added to the employees annual leave or alternatively paid out at overtime rates in accordance with the parent award.
- (c) The parties agree that no employee shall accrue more than 38 hours TOIL in any financial year.
- (d) For the purposes of this clause, TOIL will not accrue for the time taken to travel to or from the job/camp site as provided for in clause 4.4.2 of this agreement.

#### **4.7 PRODUCTIVITY AND EFFICIENCY IMPROVEMENTS**

All Parties agree that improvements in productivity and efficiency can be gained by the following:

- (a) Maximise time of actual work during the employees period at work.
- (b) Smoko is to be brought to work in the mornings (there will be no leaving the job site or depot to go and get smoko) and smoko will be taken preferably at the job site or alternatively at the depot whichever is the more practicable and efficient.
- (c) No under-utilisation of manpower or plant.
- (d) The continuation of care for plant and equipment including regular and preventative maintenance checks as well as internal and external cleaning of the units.
- (e) The parties agree that travel to home, job camp or depot for lunch shall be in the employee's time only. Employees shall not be delivered to/from these locations during working hours.
- (f) No utilisation of Council plant and equipment for private purposes unless authorised to do so under

Council Policy or written conditions of employment.

- (g) The practice of calling in to home to pick up lunch/smoko on the way to a job should only occur when an employee who is not normally required to do so, is required to carry out duties away from home, depot or job camp.

#### **4.8 CONSULTATION AND COMMUNICATION**

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Enterprise Bargaining Team shall be responsible for the role of co-ordinating the reforms set out in this Agreement and ensuring effective communication between management, the Enterprise Bargaining Team, the Single Bargaining Unit, employee work teams and all unions. The parties are committed to a consultative process which aims to effect a change in the organisation's culture through co-operation. Management will assist and support these processes.

#### **4.9 PLANT SERVICE ARRANGEMENTS**

- (a) The parties acknowledge the importance of well-maintained and serviced plant and agree that to ensure maximum utilisation of Council's machinery, employees operating machinery will be entitled to the following hours of work at the discretion of the employee's relevant supervisor:-
- Grader operators will be entitled to a minimum of one hour overtime per day
  - Roller, Backhoe, Tractor, Loader Operators and Truck Drivers will be entitled to a minimum of one half hour per day.
- (b) Servicing of all machinery is to be undertaken within these additional hours and only the actual time spent on the service is to be charged to plant maintenance.
- (b) The parties agree that plant operators will carry out the necessary servicing of plant as specified in the relevant service guidelines produced and maintained by the Workshop Supervisor and that a completed and signed Service Checklist shall be submitted (with weekly timesheet)
- (c) The parties agree that plant will be serviced in the morning prior to commencement of normal working hours unless operational requirements (as determined by the supervisor of the plant operator) dictate otherwise.

#### **4.10 LONG SERVICE LEAVE**

The Parties agree that the Long Service Leave entitlements prescribed under the Local Government Officers' Award, 1998 shall be applied to all employees of Council covered by this agreement from the date of operation of the 1999 Agreement, (15<sup>th</sup> February, 1999) but do not apply retrospectively to service already completed prior to 15<sup>th</sup> February, 1999.

(Appendix B to this agreement provides details of the application of this provision)

#### **4.11 SICK LEAVE**

The parties agree that every employee (other than a casual employee) shall be entitled to an additional 15.2 hours sick leave for each year of employment with Balonne Shire Council. (i.e. increase from 60.8 hours per year to 76 hours per year)

For any completed period of employment of less than one year with Balonne Shire Council, an employee shall be entitled to 7.6 hours of sick leave for each five weeks of such period. (Awards are 7.6 hours for every 6 weeks)

#### **4.12 ATTENDANCE BONUS**

Employees shall be paid an attendance bonus of \$250 per year to be included with the last pay period ending prior to 25<sup>th</sup> December each year. The year will be based on the 52 week period prior to the commencement of the pay period containing the 25<sup>th</sup> December.

This bonus will be reduced by \$25 per day or part thereof with in that year that an employee utilises their personal leave entitlement. This includes the use of personal leave for any purpose and includes sick leave and careers leave. The calculation of the bonus for a period of employment less than 12 months in any calendar year will be on a pro rata basis.

The number of days or part days of personal leave used shall be calculated by totalling hours used in that period and dividing by number of ordinary hours in a working day for that employee.

Example: Jane works for Balonne Shire Council from 1st Jan 2010 to 31st Dec 2010 and uses 18 hours Personal leave. Jane normally works an 8.44 hour day. In the last pay before Christmas Jane receives an attendance bonus of \$175.00. Calculated by full year bonus \$250.00 less \$25 for each day or part day personal leave used.

Number of days or part days = 18hr / 8.44hr = 2.1 days

Total deduction = 3 days x \$25 = \$75.00

Total Bonus = \$250.00 - \$75.00 = \$175.00

Calculation of entitlements for this clause shall commence from 22 December, 2008.

#### **4.13 WAGE/ SALARY MAINTENANCE ON WORKERS COMPENSATION**

In accordance with the Workers' Compensation and Rehabilitation Act 2003 employees who are absent from work due to a work related injury for periods exceeding 26 weeks will usually have workers compensation payments reduced to the greater of the following:- 75% of their Normal Weekly Earnings or 70% of QOTE (Queensland full time adult persons ordinary time earnings).

To assist employees with wage/salary maintenance, "top up" of wages/salary may be drawn from the employee's accrued sick leave entitlements and shall be for the difference in wage salary levels between the pre injury rate and the rate represented by the Workers Compensation payment

Access to "top up" payment in the circumstances provided in this clause shall be by written application from the employee and shall be conditional upon all accrued TOIL being exhausted.

#### **4.14 CARERS LEAVE**

In circumstances where an employee who is not deemed the "primary carer," is required to be absent from work to attend family member responsibilities (e.g. care for young children) due to incapacitation of the "primary carer" (e.g. spouse or partner) the employee may access paid leave to attend such responsibilities.

Where an employee accesses such leave it shall be drawn from accrued sick leave entitlements subject to a maximum of 38 hours per calendar year. Application for carers leave in accordance with this clause shall be accompanied by a medical certificate for leave required in excess of 15.2 hours.

#### **4.15 POSITIVE EMPLOYMENT RELATIONS AND TRADE UNION TRAINING LEAVE**

New Employees - The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

Full details of the Union workplace delegate will be made available to new employees. New employees will receive information to this effect during their induction session.

Workplace Delegates - The Council recognises the role that Union workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by a union that is party to this agreement that an employee has been appointed as a workplace delegate the Council will recognise the employee as a Union workplace delegate and allow them the following.

- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- (b) reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
- (c) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members;

Facilities and conditions - The following facilities and conditions will be made available to Union workplace delegates and members of the Local Government Employment Group or any other employee involved in any consultative forum.

Wherever possible meetings should occur in normal working time;

- (a) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
- (b) Access to a room with normal office facilities will be provided to discuss employment matters.
- (c) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

Workplace Delegates Leave - A Union workplace delegate, or an employee nominated by a union that is party to this agreement, shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following:

- (a) Trade union training or specific Union training courses approved by a union that is party to this agreement; and
- (b) annual or biennial conference of a union that is party to this agreement; and
- (c) executive meetings of a union that is party to this agreement; and
- (d) Biennial congress of the ACTU; and

Such paid leave will be subject to the approval of the Chief Executive Officer. The approval of the Chief Executive Officer will not be unreasonably withheld.

Right of Entry - An authorised officer of a union that is party to this agreement will have rights of access and entry to the premises of the Council for the following purposes:

- (a) Meeting with workplace delegates; and
- (b) Meetings with members of staff; and
- (c) Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues; and
- (d) To conduct union business matters or matters incidental to union business.

Meetings - Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations within the employer, including union meetings.

Meeting Notices and Newsletters - The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by a union that is party to this agreement . Union workplace delegate will be provided with access to this space.

#### **4.16 MATTERS FOR FUTURE NEGOTIATION**

Nil.

# PART 5

## SIGNATORIES

Signed for and on behalf of  
**BALONNE SHIRE COUNCIL** ) Scott Norman  
) (Signature)  
) **CHIEF EXECUTIVE OFFICER**  
) (Title)  
) **Scott Leslie Daniel Norman**  
) (Print Name)

In the presence of: ) Peter O'May  
)

Signed for and on behalf of  
**AUSTRALIAN WORKERS' UNION** ) William Ludwig  
**OF EMPLOYEES, QUEENSLAND** )

In the presence of: ) Troy McKernan

Signed for and on behalf of  
**AUTOMOTIVE, METALS, ENGINEERING,**  
**PRINTING AND KINDRED INDUSTRIES**  
**INDUSTRIAL UNION OF EMPLOYEES,**  
**QUEENSLAND** ) Terry Bradley  
)

In the presence of: ) Elizabeth Barlow  
)

Signed for and on behalf of  
**Federated Engine Drivers and Firemen's**  
**Association of Queensland, Union of**  
**Employees** ) Michael Ravbar

In the presence of: Paula Masters

Signed for and on behalf of  
**The Construction, Forestry, Mining &**  
**Energy, Industrial Union of Employees,**  
**Queensland** ) Michael Ravbar

In the presence of: ) Paula Masters

## Appendix "A"

### Agreement to Change Hours of Work to Enable a Nine Day Working Two Week Period (9 day fortnight)

*This Agreement is made pursuant to and forms part of the Balonne Shire Council Certified Agreement (State), 2013. This Agreement shall be binding on all the parties to the Balonne Shire Council Certified Agreement (State), 2013, as detailed in the relevant clause of the said Certified Agreement.*

*It is agreed between the parties that the rules and guidelines for the operation of the nine day working two week period during the life of the Balonne Shire Council Certified Agreement, shall be as detailed below:-*

#### **1. Application of the Scheme:**

- (a) *All persons employed in accordance with the terms and provisions of the Local Government Employees' (Excluding Brisbane City Council) Award - State, (and other awards as applicable) by the Balonne Shire Council, excepting those defined in subclause (b) of this clause, shall work the system of hours and conditions provided for in clauses 2 to 8 below, as from the first full pay period after the Certification of the Certified Agreement by the Queensland Industrial Relations Commission.*
- (b) *Notwithstanding the above, the Chief Executive Officer (or his/her delegate) may exclude an employee of the Council from the provisions of this scheme where, in the opinion of Management and with the agreement of the employee, the inclusion of the employee in the scheme would prejudice the efficient operation of the Council's business; such exclusion may be on a permanent basis or alternatively for a fixed period.*

#### **2. Hours of Duty:**

- (a) *Standard hours to be worked by employees working 76 hours per nine day working two week period are as follows or such other times as may be mutually agreed between management and employees from time to time:-*

*7.04 a.m. commence work (or as arranged)  
20 minutes tea break(s) to be taken as agreed  
60 minute lunch break taken between 12.00 noon and 2.00 p.m.  
4.30 p.m. finish work (or as arranged)*

*PROVIDED THAT the ordinary hours of duty of any employee employed under the provisions of the Local Government Employees' (Excluding Brisbane City Council) Award (State) or other State Industrial Award referred to within the Certified Agreement shall be worked between the hours of 5.00 a.m. and 7.00 p.m., or as provided in the parent awards, subject to the total ordinary hours of duty to be worked in any one day, including mid-morning tea breaks but excluding lunch breaks, not being in excess of 8.44 hours.*

#### **3. Days Off:**

- (a) *Each employee working the hours provided in clause 2(a) above shall be entitled to a Monday or Friday off without reduction in pay each and every nine day working two week period of employment (except in the circumstances outlined in sub-clause (b) below). Days off shall be scheduled into RDO rosters to allow for the efficient operation of the organisation and its works.*
- (b) *Provided further that where the Chief Executive Officer (or his/her delegate) and or the employee(s) concerned requests, it may be agreed that the day off in a particular two week period, or each two week period, shall be on some other day where special circumstances can be demonstrated and the taking of same does not unduly disrupt Council operations.*

- (c) *The Chief Executive Officer (or his/her delegate) shall prepare a roster in accordance with the above for each year. Such roster shall be displayed on Council's Notice Boards and a copy of same provided to each employee at least two weeks before the commencement of each year.*
- (d) *By agreement between the Chief Executive Officer (or his/her delegate) and employees, the temporary suspension of the taking of Rostered Days Off and the storing as accrued leave and later depletion of same, at a time more convenient to Council operations, will be permitted during periods of intense activity associated with construction work, project work, and the like. Accrued leave shall be payable only at ordinary time rates.*
- (e) *There shall be a maximum accrual of unused Rostered Days Off of up to ten (10) days. No employee shall accrue in excess of ten (10) days without specific authorisation of the Chief Executive Officer (or his/her delegate) and only in exceptional circumstances where it is imperative to the operation of Council will an excess of ten (10) days accrual be allowed. If under these circumstances, an employee has in excess of ten (10) Rostered Days Off accrued, such employee will take the accrued Rostered Days Off within twelve (12) months of such Rostered Days Off being accrued. And further in the event of an accrual in excess of the ten (10) days, an agreement must be reached between the Chief Executive Officer (or his/her delegate) and the employee as to when the excess shall be depleted. Accrued unused Rostered Days Off shall be payable only at ordinary time rates.*

*This sub-clause shall take effect on subsequent accruals of Rostered Days Off as and from the date of commencement of this agreement.*

**4 Overtime:**

- (a) *Subject to this agreement, for the purpose of the overtime provisions of the various parent awards which cover Council employees, the hours provided for in clause 2 above shall be the ordinary hours of duty.*
- (b) *Where an emergency or work demands require the Chief Executive Officer (or his/her delegate) to recall an employee after the employee has left work who is rostered off work on a particular day, then that employee shall be entitled to claim overtime in accordance with the relevant provisions of the respective Awards.*

*Provided however that where an employee works a full day, in lieu of overtime, the employee may elect to have one (1) day added to his/her accrued RDO leave entitlement. Accrued leave shall be payable only at ordinary time rates.*

**5 Sick Leave:**

- (a) *Sick leave entitlements shall be recorded in hours and fractions thereof.*
- (b) *In respect of absences on sick leave within the span of hours specified in clause 2 above, the actual duration of such absence shall be deducted from such sick leave entitlement.*
- (c) *Notwithstanding the above, during a two week period in which sick leave is taken, employees shall be entitled to take their rostered day off, with no reduction in sick leave credits.*
- (d) *An employee who falls sick on his/her rostered day off shall not receive any further day off in lieu.*

## Appendix "B"

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### *LONG SERVICE LEAVE PROVISIONS*

- (a) *For all employees covered by the parent awards, the Parties agree that Long Service Leave Entitlements provided by the Local Government Officers Award are to be applied equally to all employees of Council from and including 3<sup>rd</sup> February, 1999 but do not apply retrospectively to service already completed prior to 3<sup>rd</sup> February, 1999.*
- (b) *Under the parent awards, entitlements to Long Service Leave accrue at the following rates:-*
- (i) *In respect of service prior to 11 May, 1964, at the rate of 13/20ths of one week for each completed year of service;*
- (ii) *In respect of service on or after 11 May, 1964 but prior to 3 February, 1999, at the rate of 13/15ths of one week for each completed year of service*
- (c) *Under this agreement, all accrued long service leave entitlements prior to 3 February, 1999 will be preserved and entitlements on or after 3 February, 1999 will accrue at the rate of 1.3 weeks per year and will be in addition to entitlements received before 3 February, 1999.*
- (d) *Under this agreement, employees will be entitled to take long service leave after accruing thirteen (13) weeks leave and employees will be entitled to a pro-rata long service leave payment upon termination after accruing (9.1) weeks leave. The entitlement will be a summation of entitlements from both systems i.e.*

*Entitlement prior to 3 February, 1999 as determined by sub-clauses (b)(i) and (b)(ii) above = A*

*Number of years of completed service since 3 February, 1999 multiplied by 1.3 weeks = B*

*Entitlement will be A + B weeks.*

## Appendix "C"

CLASSIFICATION	WEEKLY RATE (full time employee)			
	as at 01/07/12	from 02/07/12	from 01/07/13	from 30/06/14
<i>LOCAL GOVERNMENT EMPLOYEES (EXCLUDING BRISBANE CITY COUNCIL) AWARD - STATE</i>				
Level 1 (First six months)	788.65	828.65	868.65	908.65
Level 1 (Thereafter)	799.05	839.05	879.05	919.05
Level 2	809.45	849.45	889.45	929.45
Level 3	819.85	859.85	899.85	939.85
Level 4	830.35	870.35	910.35	950.35
Level 5	840.75	880.75	920.75	960.75
Level 6	861.65	901.65	941.65	981.65
Level 7	882.45	922.45	962.45	1002.45
Level 8	905.35	945.35	985.35	1025.35
Level 9	926.15	966.15	1006.15	1046.40
<i>ENGINEERING AWARD – STATE</i>				
**C14	746.95	786.95	826.95	866.95
C13	763.65	803.65	843.65	883.65
C12	788.15	828.15	868.15	908.15
C11	809.05	849.05	889.05	929.05
C10	840.75	880.75	920.75	960.75
C9	861.65	901.65	941.65	981.65
C8	882.45	922.45	962.45	1002.45
C7	905.35	945.35	985.35	1025.35
C6	947.05	987.05	1027.05	1068.13
C5	967.35	1007.35	1047.64	1089.55
C4	988.75	1028.75	1069.90	1112.70
C3	1028.45	1068.45	1111.19	1155.64
C2(a)	1049.35	1089.35	1132.92	1178.24
C2(b)	1091.05	1131.05	1176.29	1223.34
** In addition to the C14 rate a surplus amount of \$4.20 shall be paid, such surplus amount being non adjustable				

## Appendix "C"

CLASSIFICATION	NBCIA equivalent	Relativity %	WEEKLY RATE (full time employee)			
			as at 01/07/12	from 02/07/2012	from 01/07/13	from 30/06/14
<b><i>BUILDING TRADES PUBLIC SECTOR AWARD – STATE</i></b>						
BW 1 (a) - New Entrant (Upon commencement in the industry)	CW1 (a)	85	773.07	813.07	853.07	893.07
BW 1 (b) - (after 3 months in the industry)	CW1 (b)	88	786.61	826.61	866.61	906.61
BW 1 (c) - (after 12 months in the industry)	CW1 (c)	90	795.63	875.63	875.63	915.63
BW 1 (d)	CW1 (d)	92.4	806.46	846.46	886.46	926.46
BW 2	CW2	96	722.7	862.70	902.70	942.70
TRADE						
BT 1		100	840.75	880.75	920.75	960.75
BT2 (Trade + 12 points)	CW4	105	863.31	903.31	943.31	983.31
BT3 (Trade + 24 points)	CW5	110	885.87	965.87	965.87	1005.87

## Appendix "D"

GRADER OPERATOR LEVEL ASSESSMENT FRAMEWORK	
<i>Base Award Level</i>	<i>Descriptor</i>
Local Government Employee's Award Level 6	Perform maintenance grading work to an appropriate standard;
	Basic grading of unsealed or rural roads;
	Ability to operate a grader following formation and grade;
	Can direct the work of other plant.
Local Government Employee's Award Level 7	This level is a leadership role and can direct the work of other plant.
	Perform high quality maintenance grading;
	Perform construction grading to an appropriate standard;
	Ability to spread hot asphalt to vertical and horizontal alignment;
	Limited ability to perform Final Trim;
	Direct the work of other machinery i.e. water trucks, rollers etc.
	Assist in the training and development of trainees and apprentices
	Gain knowledge of and demonstrate basic leadership skills by:
	<ul style="list-style-type: none"> <li>• Providing guidance to other team members</li> <li>• Solving routine problems</li> <li>• Complex problems are identified and resolved with assistance from others</li> </ul>
	Local Government Employee's Award Level 8
<ul style="list-style-type: none"> <li>• can direct the work of other plant.</li> <li>• Plan work from an analysis of the required outcomes, standard work procedures, available time, resource requirements and known priorities</li> <li>• Assisting in the supervision of the day-to-day operation of a minor works project</li> <li>• Applying communication and interpersonal skills to facilitate dispute prevention and resolution</li> </ul>	
Consistently deliver high quality Grader outcomes with the ability to deliver a very high standard of pavement ride;	
Ability to trim to tolerances and consistently meet high standards;	
Ability to carry out measurements and calculations;	
Perform Basic Quality Assurance functions;	
A willingness and ability to train other grader operators in any aspect of grader operation (although this is an expectation for all Grader Operators, there is an expectation at this level, the operator would have expert knowledge and sufficient experience to train other operators in any of the Grader functions);	

<b>SPECIALIST PLANT OPERATOR CLASSIFICATIONS</b>	
Base Award Level	An employee at this level would be required to predominately drive and operate to a competent level.
Local Government Employee's Award Level 6	Spreader truck – Stabiliser Crew
	Jet Patcher
Local Government Employee's Award Level 7	Stabiliser – Road Reclaimer