

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Barcoo Shire Local Government Employees' Certified Agreement 2012 - 2014
CA/2013/4**

COMMISSIONER KNIGHT

4 February 2013

AMENDED CERTIFICATE

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

*Barcoo Shire Local Government Employees' Certified Agreement 2012 - 2014
(CA/2013/4)*

made between:

- Barcoo Shire Council
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees

The agreement was certified by the Commission on 31 January 2013 and shall operate from 31 January 2013 until its nominal expiry on 31 December 2014.

This agreement shall replace the *Barcoo Shire Local Government Employees' Certified Agreement 2009 (CA/2009/48)* which shall cease to apply from the date of the certification of this agreement.

By the Commission.

M.L. KNIGHT
Commissioner

**Barcoo Shire Local
Government Employees'
Certified Agreement
2012-2014**

1. Title of Agreement

- 1.1 This agreement shall be known as the Barcoo Shire Local Government Employees' Certified Agreement 2012-2014

2. Definitions/Glossary of Terms

The following generic definitions apply in this agreement:

Award	Engineering Award – State 2002 Local Government Employees' (Excluding Brisbane City Council) Award – State 2003
Best Practice	To be the best in each area of Council activity. This incorporates the concept of improvement, performance measurement, benchmarking and team based approaches to problem solving.
Consultative Committee	A committee established for the purpose of joint consultation between the parties. The Consultative Committee meets regularly to advise on matters relating to improving the efficiency, productivity and competitiveness of the enterprise.
Enterprise Bargaining Team	Nominees from both the SBU and management parties who are responsible for the negotiation and implementation of the enterprise agreement.
Equal Employment	A process of appraising, recruiting and promoting employees on the basis of merit and the potential of the employee to handle greater responsibility as well as the employee's willingness to do so.
Grievance	A grievance is a work-related problem or conditions which a staff member believes to be unfair, inequitable, and discriminatory or a hindrance to their effective performance.
Productivity	Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timelines. Productivity gains may be in a variety of forms, which may include: <ul style="list-style-type: none">• 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;• The development of a capacity to provide increased services in those work units where growth is occurring;• Updated technology;• An agreed combination of the above
Principle Union(s)	The Construction, Forestry, Mining & Energy Union (CFMEU) The Australian Workers' Union of Employees, Qld (AWU) Federated Engine Drivers and Firemen's Association of Queensland, Union of Employees. (FEDFA)
Single Bargaining Unit	Consists of employees (both union members and non-union members) from a cross section of the workforce elected as representatives by the workforce to bargain on their behalf.

3. Relationship to Parent Award and Commitment to Collective bargaining.

- 3.1 This agreement shall be read and applied wholly in conjunction with the terms of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003 and Engineering Award – State 2002 as it applied at the date of certification.

Provided that where there is any inconsistency between this agreement and the awards this agreement shall prevail to the extent of that inconsistency.

- 3.2 Council is committed, during the life of this agreement and in its renegotiation, to bargain collectively with the parties to this agreement in respect of employees whose terms and conditions have traditionally been covered by the relevant parent award.
- 3.3 All relevant employees, including apprentices and trainees, commencing with the employer during the life of this agreement shall be employed in accordance with the terms of this agreement.
- 3.4 Variations to award allowances that occur during the life of this agreement and are not otherwise dealt with by this agreement shall be applied to their terms.

4. Parties Bound

- 4.1 The parties to the agreement are the Barcoo Shire Council (ABN 34 668 298 330), Australian Worker's Union, Construction Forestry Mining Energy Union, Federated Engine Drivers and Firemen's Associated of Queensland.
- 4.2 The agreement shall apply to the Council, the above named unions and their members or persons eligible to be their members employed by the Council under the relevant award.

5. Date and Period of Operation

- 5.1 This agreement shall operate from the 1st January, 2012 and will remain in force until 31 December 2014. Payments of wage increases shall apply from January 1st, 2012.
- 5.2 The agreement shall apply to the Council, the above named unions and their members or persons eligible to be their members employed by the Council under the relevant award. The parties agree that discussions for the next certified agreement will commence no later than six months before the expiry date of this agreement.

6. Grievance Settlement Procedure

- 6.1 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.
- 6.2 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.
- 6.3 The objectives of the procedure shall be to promote the resolution of disputes, or matters that may give rise to an industrial dispute, by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation, and to avoid interruption to the performance of work and the consequential loss of production and wages
- 6.4 Grievances will be settled by the following procedure:
 - 6.4.1 It is agreed that reasonable endeavours will be made to amicably resolve grievances or disputes where they arise by direct negotiations and consultation between the parties to the Agreement. The parties agree that the issue should be resolved at the site level wherever possible.
 - 6.4.2 In the event of any grievance or dispute arising between employees the following procedures are carried out:
 - 6.4.2.1 The matter should first be pursued between the employee or employees concerned and the direct supervisor;
 - 6.4.2.2 If the matter is not resolved at this level then discussions should be conducted between the employee and more senior management;
 - 6.4.2.3 If the matter is still not settled, then a meeting shall be held between the employee and if nominated, a representative from their union together with senior management or the CEO;
 - 6.4.2.4 If the matter is still not settled parties may consider using the Queensland Industrial Relations Commission for conciliation and arbitration. Any arbitrated decision shall be binding on the parties to the dispute.
 - 6.4.3 There shall be a commitment by the parties to achieve adherence to this procedure, which should be facilitated at the earliest possible convenience of all parties.
 - 6.4.4 Reasonable time limits shall be allowed for the completion of the various stages of the discussions.

6.4.5 Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded

7. Single Bargaining Unit

7.1 For the purposes of negotiating and implementing an enterprise agreement on behalf of the employees' party to this agreement a Single Bargaining Unit (SBU) has been established as per the definition.

8. Enterprise Bargaining Team

8.1 As a practical vehicle to facilitate negotiations between the parties and to implement this agreement, an Enterprise Bargaining Team (EBT) has been established as per the definition. Representatives on the EBT are elected/ appointed by the SBU and are responsible to the SBU. The management representatives are appointed by and are responsible to the CEO and Council.

9. Anti-Discrimination and Equal Opportunity

9.1 The Council shall conduct their operation with a positive awareness of the spirit and intent of anti-discrimination and equal opportunity regulations. The Council's policy in this regard will be based on the following principles and any mandatory requirements of the position concerned:

- 9.1.1 Employ the best person for the position with regard to the Council's obligations under the Queensland Anti-Discrimination Act 1991 and the Industrial Relations Act 1999;
- 9.1.2 Appraise and promote employees on the basis of merit and the potential of the employee to handle greater responsibility as well as the employee's willingness to do so. These decisions shall be made with regard to the Council's obligations under the Queensland Anti-Discrimination Act 1991 and the Industrial Relations Act 1999;
- 9.1.3 Maintain a workplace free of harassment and victimisation as per the Council's obligations under the Queensland Anti-Discrimination Act 1991 and Industrial Relations Act 1999

10. Freedom of Association

10.1A person who is eligible to become a member of an industrial association may become or remain a member of the association without fear of discrimination; and

10.2A person who does not wish to become or remain a member of an industrial association may refrain from doing so without fear of discrimination.

11. No Extra Claims

11.1 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.

11.2 This clause does not prevent any party to the underpinning 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.

Part B

12. Objective of the agreement

12.1 The objectives of this agreement are to:

- 12.1.1 Provide certainty, stability and equity in relation to overall pay and conditions of all employees for the operational period of the agreement
- 12.1.2 Facilitate greater flexibility of working arrangements for staff;
- 12.1.3 Ensure continued workplace reforms through a consultative approach;
- 12.1.4 Improve productivity and efficiency within the Council through the creation and implementation of key performance indicators (KPI)
- 12.1.5 Improve morale and job satisfaction amongst employees; and
- 12.1.6 Raise the profile of the Barcoo Shire as a "best practice" employer.

12.2 This will be achieved through:

- 12.2.1 Participation by management, employees and their unions in a continual improvement process;

- 12.2.2 Increasing accountability of employees to strive to meet requirements of “best practice”
 - 12.2.3 The development of a team approach and a more co-operative working environment;
 - 12.2.4 The continued elimination of discriminatory practices and procedures
- 12.3 To achieve “best practice” in all areas of operational activity, Council will implement the following:
- 12.3.1 Maintain a meaningful corporate plan which links community objectives and vision to the Council’s operations;
 - 12.3.2 Develop continuous improvement programs in conjunction with a Consultative Committee;
 - 12.3.3 introduce relevant nationally accredited training and skills development programs;
 - 12.3.4 implement effective human resource policies and programs;
 - 12.3.5 maintain effective workplace health and safety policies and procedures; and
 - 12.3.6 investigate and implement optimum utilisation of capital equipment and new technology
- 12.4 No employee shall be disadvantaged in respect of the following as a result of implementation of this enterprise agreement;
- 12.4.1 Employment security;
 - 12.4.2 Wage/salary and conditions of employment;
 - 12.4.3 Career structure; and
 - 12.4.4 Workplace Health & Safety
- 12.5 The Council commits to maintaining a collective process of negotiating pay and employment conditions for employees through their unions.

13. Shire Employment

- 13.1 Council is committed to up-skilling staff through the pursuit of excellence to effectively compete in the open labour market. To this end Council will advertise all positions internally in the first instance, allowing a period of two week (Fourteen (14) days) for applications to be made. If no suitable applications are received, Council may then advertise the position both internally and externally.
- 13.2 Council is also committed to a consultative process with regard to the Job Security of permanent positions.

14. Workplace Health and Safety

- 14.1 The parties are committed to achieving healthier employees and safer workplaces by improving workplace procedures. This will be accomplished by establishing a consultative approach to managing workplace health and safety issues which includes:
- 14.1.1 Control of hazards at source;
 - 14.1.2 Reducing the incidence and costs of workplace injury and illness;
 - 14.1.3 Reviewing work and management practices affecting the inter-relationship between efficiency, productivity, and health and safety; and
 - 14.1.4 Providing rehabilitation system for workers affected by occupational injury or illness.
- 14.2 Workplace health and safety (WHS) training will ensure that:
- 14.2.1 WHS representatives will be given paid leave to attend accredited WHS training courses; and
 - 14.2.2 workplace training programs, including induction and on the job training, will outline Council WHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard, and how to utilise WHS systems to identify hazards and instigate preventive actions.
- 14.3 Items of safety equipment and apparel shall be worn where directed and as required by relevant state and federal legislation.

15. Workplace Health and Safety Consultative Committee

- 15.1 Consultative mechanisms will be established to address workplace health and safety issues. Such mechanisms will include:
- 15.1.1 The election of workplace health and safety representatives who will represent fellow workers in negotiations on health and safety matters; and
 - 15.1.2 The establishment of a workplace health and safety committee consisting of WHS representatives and the workplace health and safety officer. Employees are to actively

participate in the committee representation, with a minimum of three (3) representatives required to achieve an effective committee structure.

- 15.2 The Committee shall meet at least quarterly and will discuss health and safety matters including the development, implementation and review of WHS policy and procedures, analyse injury/incident trends, review workers compensation performances and review accident/incident reports together with reports on preventive action taken.
- 15.3 The Committee will ensure the integrity of Council’s procedure for collecting information on the nature of hazards and incidence of injury which includes:
- 15.3.1 An internal system for reporting, recording, and investigating incidents, injuries and illness;
 - 15.3.2 The routine analysis of injury/illness/incident data; and
 - 15.3.3 Routine reports on key WHS performance indicators (lost time trends, injury frequency rate trends, and cost and severity measures, estimation of indirect costs).
- 15.4 A system of regular workplace inspections and regular hazard audits of work areas and work practices that include reference to relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the WHS committee.

16. Wages State

16.1 This Agreement provides for the wage levels as stated below to be paid as from 1st January, 2012, for Local Government Employees’ (Excluding Brisbane City Council) Award. Safety Net Living Wage adjustments for the life of this Agreement shall not be absorbable.

Level	2012	2013	2014
Level 1-4 State Award	\$23.70/hour	\$24.20/hour	\$24.70/hour
Level 5-6 State Award	\$25.73/hour	\$25.23/hour	\$25.73/hour
Level 7-8 State Award	\$26.77/hour	\$26.27/hour	\$26.77/hour

16.2 *Locality Allowance*

Paid to all employees working in the Barcoo Shire, from 01.01.2012

Payment in accordance with directive issued by the Minister for Employment, Training and Industrial Relations.

- (a) The full rate is payable for the centre if the employee satisfies the Chief Executive Officer that he or she has a dependent spouse, dependent de facto spouse, or dependent child.
- (b) One half of the full rate is payable (or fraction of the full rate as calculated during the phase-in period) for the centre if the employee does not have a dependent spouse, dependent de facto spouse or dependent child.

(As a guide, a person in receipt of remuneration less than the Queensland Minimum Wage of \$610.20 per week, as set on 31st August, 2011, and adjusted annually, for Award employees could be regarded as a dependent).

An employee receiving a locality allowance shall notify the Chief Executive Officer immediately of any change in the employee’s circumstances that would affect the amount of locality allowance payable.

16.3 *Salary Sacrifice*

Council will allow salary sacrifice of non Fringe Benefit Taxable items.

Council does not place a limit on salary sacrifice options, only subject to the circumstances of each individual employee.

16.4 *Trade-Offs*

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.

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.

16.5 Construction Work Allowance

The Construction Work Allowance applicable under the Award will not apply during the life of this Agreement.

16.6 District Allowance

The District Allowance applicable under the Local Government Employees (excluding Brisbane City Council) award will not apply during the life of this Agreement.

16.7 Overtime

Time and a half (1 ½) overtime up to a maximum of 18 hours per work cycle, will be deleted from the date of commencement of this Agreement. Ordinary time (x1) will be paid to a maximum of 18 hours per work cycle for any time worked previously as time and a half.

Any time in excess of the 18 hours per work cycle will be paid at the applicable overtime rates. For all other overtime, Award conditions will apply.

16.8 Meal Allowance

The allowance payable for meals as provided in the Award will increase from 1st January, 2012 as below:

from 01.01.2012	increase to \$22.50
from 01.01.2013	increase to \$25.00
from 01.01.2014	increase to \$27.50

16.9 Camp Allowance

Camping allowance is increased from \$40.00 per day on the job to the schedule as set out below, to compensate employees for camping out. The payment is made for actual days on the job in a camp.

from 01.01.2012	\$45/Day
from 01.01.2013	\$50/Day
from 01.01.2014	\$55/Day

17. Span of Hours

17.1 The ordinary hours of work for employees engaged under this agreement shall be between the hours of 5:00am and 8:00pm. This is 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.

17.2 The span of hours must be agreed to by a majority of employees and their supervisor.

17.3 The Local Government Employees (excluding Brisbane City Council) Award employees, this provision allows for the accumulation of a Rostered Day off (RDO). Employees will work nineteen days of eight 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 a RDO if they have attended work for the 19 days, or will have a RDO using the hours that have been worked up in instances where a full complement of 19 days has not been worked. RDO's 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.

The Calendar year work cycle will be broken into four periods, and accumulation of statutory Holidays and RDO's will be allowed to accommodate these four periods.

- 17.4 If an employee is required to work on their RDO, overtime rates will apply. For example, an employee has accrued an RDO but is required to work. That employee will be paid 7.6 hours at ordinary rates, plus the actual hours worked that day as overtime rates. (i.e. if a 10 hour day is worked, the employee will be paid 7.6 hours x ordinary time, 3 hours x 1.5, and 7 hours x 2)
- 17.5 Upon termination of employment RDO unused accumulated hours will be paid out pro rata at ordinary rates.
- 17.6 Accumulation of RDO's and Public Holidays will be allowed in camp situations in order to break the Calendar year into four (4) work periods that will allow breaks at Easter, June/July, September/October and Christmas.

18. Timesheets

- 18.1 This provision is to reiterate the importance of all staff submitting timesheets on a weekly basis on the day nominated by the payroll officer. Council's productivity is monitored through timesheet entry. In order to improve productivity it is essential that all staff actively ensure the accuracy and timeliness of the documents.

19. Service of Plant

- 19.1 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.
- 19.2 Operator running sheets are to be completed and submitted to the Workshop Supervisor on a fortnightly basis.

20. Annual Leave

- 20.1 Annual leave for employees covered by this agreement will be five (5) weeks annually. The improved annual leave accrual shall commence to accrue from 6 July 2004.
- 20.2 Staff in gang situations will be required to maintain the block leave currently used in the Shire. This means that all gangs will take leave during a period of time agreed to by the majority of employees concerned. This will reduce plant down time and minimise disruption to Shire operations.

21. Sick Leave

- 21.1 Employees' sick leave provisions will be 15 days per annum. The improved sick leave accrual shall commence to accrue from 6 July 2004 and will accrue pro rata.
- 21.2 Employees will be eligible for payment of accrued sick leave upon retirement or termination for the duration of the agreement. Such payment will be made as a voluntary contribution to the employees LG Super Scheme account, in accordance with the schedule of payments listed below.

less than 2 years service	NIL
2-4 years 364 days of service	15%
5-9 years 364 days	45%
10-14 years 364 days	75%
15 years and over 364 days service	100%

Service for the purpose of this calculation IS taken to have commenced on January 1, 2009, with the Barcoo Shire Council.

A maximum payment of 32 weeks accrued leave is to be paid or used for calculating payment on termination.

If an employee has more than five (5) days of unsupported Sick Leave in any calendar year, the time in excess of five (5) days will be removed from the accrued entitlement. (By unsupported, this is taken to mean not supported by a medical certificate or Statutory Declaration).

- 21.3 Council supports managing sick leave through return to work interviews, proactive workplace health and safety initiatives to prevent accidents and improve employee health, and disciplinary action for misuse of sick leave privileges.

22. Long Service Leave

- 22.1 This provision increases Long Service Leave from 8.6667 weeks after 10 years to 13 weeks after 10 years of continuous service. The improved long service leave accrual shall commence to accrue from 6 July 2004. Any accrual prior to 6 July 2004 shall remain at the 8.6667 weeks for 10 years of service. Leave will accrue pro rata.

Eg. Accrual of LSL before 6 July 2004 (A) is calculated by multiplying the years of service by .8667. The accrual of LSL after 6 July 2004 (B) is calculated by multiplying the years of service since 6 July 2004 by 1.3. Total long service leave accrued is A + B.

- 22.2 Employees will be entitled to pro-rata long service leave following (5) years continuous service with Barcoo Shire Council.

23. Bereavement Leave

- 23.1 This provision increases Bereavement Leave from two (2) days to five (5) days on full pay on each occasion where the deceased person was related to the employee in any of the circumstances listed in 24.2. This allows for consistency between Federal and State Award employees. This increase shall apply from 6 July 2004.

- 23.2 This provision also increases the scope of family members to include those listed below;

Wife	Brother-in-law	Stepchild
Husband	Son-in-law	Stepfather
Father	Grandfather	Stepsister
Father-in-law the role that	Grandson	Half-sister
Brother	De facto wife	Sister-in-law
Child	De facto husband	Daughter-in-law
Stepmother	Mother	Grandmother
Stepbrother	Mother-in-law	Grand-daughter
Half-brother	Sister	Aunt
Uncle		

24. Council Uniforms

- 24.1 On commencement of permanent employment, Council will provide one pair of safety boots, six (6) safety shirts, five (5) pairs of trousers or shorts, one hat, one jacket, sunglasses and sunscreen which will be replaced as required on a 'fair wear and tear' basis.
- 24.2 Subject to approval from the Workplace Health and Safety Officer, Council will pay an allowance equivalent to the cost of a store item if special or tailored items are required. This may include boots, sunglasses or hats.
- 24.3 The issue of shorts will be subjected to an assessment of risk for the role that that particular employee undertakes.

25. Training & Development

- 25.1 Barcoo Shire Council is committed to the introduction of an accredited training program that will enable employees to upskill and gain recognised qualification.

Council will undertake a skills audit, which will identify the training required. This audit will be conducted by a competent third party.

A training program specific to the individual employee will then be formulated. This program will 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.

Where the newly acquired skills and qualification are used in the workplace, Council will pay an allowance to the employee.

The quantum of each allowance will be established by Council, in consultation with the members of the Consultative Committee.

26. Consultative Committee

26.1 Council commits to harnessing the co-operative spirit of the SBU through an ongoing committee. Using an inclusive approach this committee will encourage greater access for, and input from, staff in policy development and workplace reform. Council intends to utilise the committee as a vehicle for communication improvements throughout the workforce. Objectives of this committee will include:

- 26.1.1 Assist in the development of enforceable human resource policies with regard to personnel issues such as sick leave management, staff travel and training and development;
- 26.1.2 Assist in the implementation of workplace reforms such as change management and structural reform; and
- 26.1.3 Assist in the development of a Memorandum of Understanding (MOU), a mutual issues document between staff and council that lists the shared responsibilities, commitments, visions and goals for the Council.

This Consultative Committee will work in conjunction with the WH&S Committee.

Members of the consultative committee will not be financially disadvantaged by their taking on committee roles.

27. Productivity and Efficiency Initiatives and Measurement

- 27.1 The parties agree that the onus of improving productivity is on all employees including management. Every member of the Council must take responsibility to ensure that their contribution to the Council has been conducted in the most appropriate manner in order to improve the quality, efficiency and accessibility of client services.

SIGNATORIES

Signed for and on behalf of **Barcoo Shire Council** Robert James O'Brien
In the presence of Susan Anderson

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

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland Michael Ravbar
In the presence of:..... Paula Masters

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland Ben Swan
In the presence of:..... Melinda Chisholm