

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Tablelands Regional Council (TRC) Enterprise Bargaining Agreement 2009-2011

Matter No. CA/2009/44

Commissioner Thompson

1 June 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 1 June 2009 the Commission certifies the following written agreement:

Tablelands Regional Council (TRC) Enterprise Bargaining Agreement 2009-2011 – CA/2009/44

Made between:

Tablelands Regional Council (ABN 77 642 342 175)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
Queensland Services, Industrial Union of Employees;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
The Electrical Trades Union of Employees Queensland; and
Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

The agreement was certified by the Commission on 1 June 2009 and shall operate from 1 June 2009 until its nominal expiry on 30 June 2011.

This agreement replaces the following:

Mareeba Shire Council Enterprise Bargaining Certified Agreement 2005 (AG2005/5883)
Mareeba Shire Council Enterprise Bargaining Certified Agreement (CA/2006/204)
Herberton Shire Council Certified Agreement 2004 (AG2004/1952)
Herberton Shire Council Certified Agreement 2004 (CA/2004/96)
Eacham Shire Council Certified Agreement 2005 (AG2005/6491)
Eacham Shire Council Certified Enterprise Agreement 2004 (CA/2005/93)
Atherton Shire Council Certified Agreement 2004 (AG2004/9937)
Atherton Shire Council Certified Agreement 2004 (CA/2004/490)

By the Commission.

Commissioner Thompson

**TABLELANDS REGIONAL COUNCIL (TRC)
ENTERPRISE BARGAINING AGREEMENT 2009-2011**

CA/2009/44

1. Title

This agreement shall be known as the Tablelands Regional Council (TRC) Enterprise Bargaining Agreement 2009 - 2011

2. Arrangement

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3. Definitions

Award

The Awards set out in Clause 4.

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;

- 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.

4. Application

This agreement shall apply to the Tableland Regional Council, its employees and the Unions named in Clause 5 below. However, this Agreement will not apply to:

- any employee appointed to the position of Chief Executive Officer, Senior Executive Officers or Executive Officer pursuant to a written contract of employment where that contract states Pursuant to clause 6.5 or 6.6 of the Queensland Local Government Officer Award 1998, that the award will not apply to the employment terms and conditions applicable to the employee.

Relationship to Parent Awards

The terms and conditions of the relevant awards listed below, and as in force immediately preceding certification of this agreement, shall apply unless excluded or modified as an expressed term of this Agreement:

- Queensland Local Government Officers Award 1998 - State;
- Local Government Employees (excluding Brisbane City Council) Award – State;
- Engineering Award – State;
- Building Trades Public Sector Award – State;
- Building and Construction Award – State; and
- Family Leave Award – State.

From the date of operation of this agreement, all other workplace agreements will cease to exist. The exception to this will be LAWA's attached as schedules to this agreement or agreed to as part of any arrangements under the flexibility clauses.

5. Parties Bound

The parties to this agreement are the Tableland Regional Council, its employees and the following Unions:

- Queensland Services, Industrial Union of Employees; ABN 86 351 665 653
- The Australia Workers' Union of Employees, Queensland; ABN 54 942 536 069
- Federated Engine Drivers' and Firemen's Association of Australia, Queensland Branch, Union of Employees; ABN 73 089 711 903
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Unions Of Employees, Queensland; ABN 54 459 725 116
- Plumbers & Gasfitters Employees' Union of Australia, Queensland Branch, Union Of Employees; ABN 51 918 867 235
- The Construction and Forestry, Mining & Energy, Union of Employees Queensland; ABN 73 089 711 903
- The Electrical Trades Union of Employees Australia, Queensland Branch; ABN37 211 681 988
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); ABN 80 519 643 130 and
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees ABN 99 589 872 974

6. No Extra Claims

The parties to this agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Agreement.

7. Date and Period of Operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the date of certification and shall have an expiry date of 30 June 2011. Discussions to commence on a new agreement at least three (3) months prior to the expiry date.

8. Purpose and Objectives of the Agreement

Purpose

This agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in the Tablelands Regional Council and improved working conditions for Council employees.

This agreement has been negotiated to ensure the continuation of reform processes set in train through award restructuring and to provide a mechanism through which further reforms may occur.

Objectives of Agreement

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- Commit to maintaining a healthy and safe work environment.
- Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between employees and Management and to implement this agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of Management representatives and employee representatives. Management representatives consist of the Chief Executive Officer and any officer(s) nominated by the Chief Executive Officer and the employee representatives will consist of up to 4 members of the each representative Union and their officials. This is for the life of this agreement only and will transition to the Consultative committee as early as certification of this agreement.

Consultative Committee

The implementation of this agreement is the responsibility of the Executive Management Team.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end a Consultative Committee shall be established and shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between the parties to this agreement.

- The Consultative Committee shall meet at least quarterly for the purposes of monitoring the implementation of the Agreement, evaluate any performance indicators established under the Agreement and to discuss any issues arising from the Agreement.

- The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to greater job satisfaction.
- The Consultative Committee will, after the certification of this agreement, be formed from the Enterprise Bargaining Team (EBT).

9. Dispute Settlement/Resolution

Effective communication between employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work performance.

The following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement. In circumstances where Council's issues, resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the Queensland Industrial Relations Commission (QIRC) for conciliation and, where appropriate, arbitration

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:

At the workplace

During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction. However, where the dispute involves a bona fide health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative works / work environment in the meantime.

No party shall be prejudiced as to final settlement by the continuance or work in accordance with this clause.

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps, providing that where the dispute/grievance is with the immediate supervisor then the next step in the process would occur:

- Stage 1 – the employee is to notify their immediate supervisor of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within forty-eight (48) hours of notification. Employees may elect to be accompanied by a representative.
- Stage 2 – if the matter remains unresolved after Stage 1, the employee may request that the supervisor refer the matter to the relevant Department Head. This meeting should be held within five (5) working days of the employee request to progress the matter to stage two. Employees may elect to be accompanied by a representative.
- Stage 3 – if the matter remains unresolved after Stage 2, the employee may request that the supervisor refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request to progress the matter to stage three. Employees may elect to be accompanied by a representative.
- Stage 4 – if the matter remains unresolved, then either party may refer the matter to The QIRC. The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary.

Once referred to the QIRC the parties are bound by the outcome.

Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.

There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

10. Types of Employment

Full Time

The Queensland Local Government Officers Award 1998 - State provides for 36.25 hours per week, the Local Government Employees (excluding Brisbane City Council) Award – State 2003 (State Award), the Building and Construction Award – State, the Engineering Award – State 2002 and the Building Trades Public Sector Award – State 2002 provide for 38 hours per week.

Part Time

For the purpose of this agreement;

- Part time employment is to be based on a regular number of hours averaging less than 38 per week or 36.25 (whichever award applies).
- The parties agree that to enhance the productivity of Council and or the needs of employees, the ordinary spread of hours can be varied, by mutual agreement, to take into account operational demands and requirements and/or the needs of employees without incurring penalties.

Job Sharing (internal staff)

Any permanent full time position may be filled by two officers on a job sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the officers and the Council.

Officers so employed shall be entitled to all leave as prescribed by the Local Government Officers' Award on a pro rata basis.

All such appointments made shall be subject to half (1/2) yearly review process in order to assess the effectiveness of the position being performed in this manner. Movement to the next highest salary point within a level will occur, subject to satisfactory performance, at yearly intervals.

Casual

For the purpose of this agreement Casual officer is as defined by the relevant award. Where for a period of six (6) months or greater a casual employee is working on a permanent basis as part of a regular roster, then the position will be made permanent, either full time or part time.

Fixed Term

The parties recognise that Council may at various times require to employ staff on a fixed term basis. This requirement would come about under but not limited to the following circumstances:

- Where the position is only required for a set time;
- Where the position is only required for the life of a project;
- Where the position is only created for the life of a set amount of funding (eg..some govt. services)

11. Hours of Work

Council operations include a standard 9 day fortnight for outside staff and a 19 day month for inside staff, however, depending on operational requirements a different work cycle may be agreed upon.

It is agreed the spread of hours shall generally be 6.00am to 6.00pm Monday to Friday. The maximum number of daily hours shall not be exceeded without overtime rates applying as per the relevant award.

Examples of where the spread of hours and/or days will be different to the standard 6am to 6pm Monday to Friday include;

Library Staff

It is agreed that the Library will work to a set roster and the following spread of hours will apply;

- 7.00 am to 7.00 pm Monday to Friday, and
- 8.00 am to 12.30 pm Saturday.

Visitor Information Centre Staff

It is agreed that Visitor Information Centre Staff will work a 5 day in 7 day roster, Monday to Sunday with a spread of hours from 8 am to 6 pm.

Local Laws Staff

It is agreed that Local Laws Staff will work a 5 day in 7day roster, Monday to Sunday with a spread of hours from 6.00 am to 6.00 pm as per local agreement attached as schedule.

Garbage Collection / Transfer Station / Landfill

It is agreed that staff employed in the above operations will continue to work a spread of hours consistent with their current work patterns, immediately prior to certification of this agreement.

Outside Staff

For major projects, where it is essential that Council's workforce be competitive with any outside contractors, a spread of times and days to be worked shall be by mutual agreement to give flexibility to the workforce.

In these circumstances, ordinary hours may be spread over seven (7) days and paid at the applicable rate. The parties also agree to consider for example;

- arranging working days over an extended period to accommodate peaks and troughs in workloads or climatic weather patterns,
- extended days in the dry season and shorter days or maintenance work in the wet season.

Flexible Working Arrangements/Practices

The parties are committed to providing for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the operation of the Regional Council.

The parties agree that there is a need to address workplace efficiencies and effectiveness and agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

The parties commit to the following:

- Acceptance in principle that changed structures may be more suitable for the needs of Council, reflecting the different skill/competency levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range and/or variation of duties where appropriate.
- Co-operation in the transition from current structures to new structure without creating false expectations.
- The Council will keep employees informed and will consult with affected employees/unions of any
 - proposed changes to the organisational structure of the Council; or
 - introduction of new technology; or
 - any other matter;
 which may have a significant impact on work practices. Council will give prompt consideration to matters raised by the employees/unions following consultation.
- Creating opportunities for employees which allows advancement based on skill/qualification/competency acquisition, use of such skills/qualifications/competency and the requirement to perform functions.
- Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling.
- Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained (competent) in the use of such tools and equipment.

It is agreed that proper consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices.

Local Area Work Agreements (LAWA)

Unless specifically mentioned in this agreement all LAWA's (both verbal and written) registered or otherwise will be deemed not to exist from certification of this agreement.

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

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 effected 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) prior to finalising the arrangements.
- both Parties agree to genuinely consider any reasonable agreement proposed
- for the purpose of this agreement, the provisions within the LAWAs attached as part of this certified agreement shall prevail above those of this agreement where there is conflict.
- all LAWAs' shall form part of this agreement, be signed off by relevant parties to this agreement and be appended as schedules to this agreement.

Important principles behind the flexible working arrangements are:

- Such arrangements meet operational requirements;
- Agreement has been obtained from two thirds (2/3) majority affected employees;
- Approval has been obtained from management.

Family Friendly Working Arrangements

All family friendly working arrangements are to be by mutual agreement between the employee and Council and at the request of the employee.

To enhance the opportunity for staff to reconcile work and family life and thereby contribute to improved work satisfaction and morale and consequently to the increased effectiveness and efficiency of operations to the mutual benefit of Council and staff, Council will develop policies covering the introduction of family friendly flexible working arrangements:

In developing the policies the parties agree that any arrangement:

- Operates in a fair and consistent manner as is possible taking into consideration the requirements of each person's job.
- Is feasible.
- Includes a monitoring and evaluation mechanism.
- Operates to ensure there is no loss of the level of responsiveness and quality of service to both the public and other officers.

Rostered Days Off (RDO)

Outside Staff

Employees associated with the outside operations of Council will work a nine (9) day fortnight cycle. This work cycle will provide a rostered day off each fortnight.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to, employees may bank up to five (5) days, in which three (3) days may be used during the annual closedown.

Also, upon the request of an employee or management representative, a rostered day off can be reallocated to a different day with the agreement of a majority of staff within a work group. This decision would then apply to all staff within the work group.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

Inside Staff

Employees associated with the inside operations of Council will work a nineteen (19) day month. This work cycle will provide one (1) rostered day off each four (4) weeks of work.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to employees may bank up to five (5) days, in which three (3) days may be used during the annual closedown.

Also, banked RDO's may be taken at any other time subject to agreement between the employee and supervisor. All RDO's will be available when required subject to employees giving at least one (1) weeks notice in writing to their supervisor and provided that Council operations and provision of services are not interrupted or rendered less efficient or more costly.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

Time Off In Lieu (TOIL)

Overtime can only be worked with the prior approval of Management. Any overtime worked by employees covered by this agreement shall be paid at the appropriate penalty rate. Provided, however, where the employee elects to take time off in lieu of such overtime, and management agrees, he/she shall be allowed time off duty the number of hours worked on overtime.

Such time off shall be on a one for one basis, paid at the ordinary time rate of pay, and may be taken at any time subject to the following conditions:

- The employee has accumulated an appropriate amount of 'Time Accrued' at the commencement of the day upon which the period of accrued time off is required;
- Operational needs are to be considered when time off is granted and employees time off will only be approved when it doesn't impose on operational demands.
- Prior approval of the supervisor has been obtained. Where four or more hours accrued time off is to be taken such requests must be submitted to management with at least 24 hours notice.
- In the case of an emergency an employee may contact their manager and arrange take this time off without 24 hours notice.

Generally, time off in lieu of overtime shall be given and taken within 3 months of the occurrence of the overtime, however with management approval time off in lieu, up to a maximum of three (3) days may be banked for longer than 3 months for use during the annual closedown period. (The combined annual closedown banked time be it RDO and/or TOIL can not exceed the three days.)

All other time off in lieu not taken within 3 months of accrual will be paid out at single time.

Where time off in lieu is not granted by the Council within the prescribed 3 month period, the time off, at the employee's choice, shall be either added to the employee's annual leave (no loading) or paid to the employee at the applicable penalty rate.

Banked time, whether it be RDO's and/or TOIL must be used prior to taking of annual/long service leave.

12. Remuneration & Benefits

Payout of Sick Leave Clause

On certification of the agreement employees of the previous:

- Atherton Shire Council will be paid an amount equal to their unused sick leave entitlements, in accordance with the attached schedule, accrued with and from commencement with Atherton Shire Council, must be continuous service with Atherton Shire Council and will no longer be eligible for any payout of unused sick leave entitlements on termination, provided that this amount may be split into two (2) payments with one paid on certification of this agreement and the second in the first pay period of next financial year;
- Employees who are paid this one-off amount will have their accrued sick leave reduced by the equivalent hours of the one-off amount, provided that the employee may choose to keep their sick leave entitlement or part thereof and reduce the payout amount accordingly;

- Employees may choose to salary sacrifice this one-off payment to superannuation (refer to salary sacrifice clause below)

Salary Increase

Employees will receive the following pay increases:

On 1 July 2009 all employees of Tablelands Regional Council will receive a 4.5% pay increase.

On 1 July 2010 all employees of Tablelands Regional Council will receive a 4.5% pay increase

These salary increases are inclusive of any safety net increase handed down by the QIRC.

Salary Sacrifice

All employees covered by this agreement shall be entitled to salary sacrifice.

The salary for Superannuation purposes applying to the employee shall comply with current taxation and Superannuation rules.

The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.

The employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have been advised to seek advice from an appropriately qualified financial advisor.

TRC will not provide salary packaging advice to employees.

Broad banding

The positions of Foreman in the infrastructure and works departments of Council will be broad banded into level 2-3 positions and level 3-4 positions. Employees who are appointed to these positions will have the opportunity to advance based on skills, competence, qualifications and experience. Council will establish the criteria for advancement from level 2 to level 3 and from level 3 to level 4.

Classifications/Position Descriptions and Salary Increments

Classification

Council positions are classified in accordance with the level definitions provided for in the relevant Awards, and in some cases in conjunction with an approved independently sought job evaluation technique. Position descriptions shall be used as the primary source of classifying positions.

Position Descriptions

Council will provide to each employee a position description which should ideally clearly and accurately identify:

- (i) The position purpose.
- (ii) The classification level.
- (iii) The responsibilities of the position.
- (iv) The skills, knowledge, experience, qualifications and/or training required.
- (v) The organisational relationship of the position.
- (vi) The safety requirements/responsibilities, or

as a minimum:

- (i) The position purpose.
- (ii) The position responsibilities.
- (iii) The organisational relationship of the position.

Salary Movement (employees covered by Local Government Officers Award, 1998)

Movement to the next highest salary point within a level will be by annual increment subject to satisfactory service for the previous twelve months in accordance with a Performance Management System developed by the Council in consultation with employees.

Allowances

All existing allowances are to remain for the duration of this agreement, as per the relevant award with the exception of :

- **Camp Allowance** - Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employee to travel to and from home each day or because such employee is directed to live in such a camp, such employee shall be paid on a tiered approach whilst staying in camp:
 - Where Council supplies accommodation and meals, \$20 per day allowance is paid;
 - Where Council supplies accommodation only, \$40 per day is paid;
 - Where no accommodation and no meals are supplied (swag/rough camp) \$80 per day is paid.
- **ON Call Allowance** - An employee who is required by Council to be on call for emergency work outside ordinary working hours shall be paid a daily allowance at the rate of 20% of level 2.1 of the Officers Award EB rate (Level 2.1 yearly amount/52x20%/7) (Monday to Sunday including public holidays) upon which the employee is required to be on call for emergency work. So there can be no doubt about what this equates to:
 - the current payment would be $\$41851/52 \times 20\% / 7$ equals \$23 per day, \$161 per week, \$322 per fortnight;
 - From 1 July 2009 would be \$24 per day, \$168 per week, \$336 per fortnight;
 - From 1 July 2010 would be \$25 per day, \$175 per week, \$350 per fortnight,

provided that, **on call allowance for emergency work for ex. Mareeba Shire Council water and Wastewater Reticulation employees will remain in place for the life of this agreement and continue to be paid under the same terms and conditions previously agreed, which was at a rate of \$342 per week.**

 - **Officers called out on emergency work while receiving an on call allowance shall be entitled to payment for such work at the applicable rate. Providing that for works of a minor nature (less than 30 mins. duration) no payment will be made. Payment will be made from time of departure from home to time of arriving back home.**
 - Payment for any time worked will be at the Local Government Officers Award provisions of :
 - If an officer is required to leave home to perform emergency work, all additional work performed on that day shall be paid at the prescribed overtime rates, from the time of leaving home to commence work until the time the office returns home.
 - The payment received in these circumstances shall not be less than four (4) hours salary at prescribed overtime rates on the first occasion on any one day the officer is required to leave home, provided that any subsequent requirement to perform work away from home which occurs within the initial four (4) hour time period and does not extend beyond the four (4) hour time period will not be subject to an additional payment of four (4) hours.
 - Any subsequent requirement for an officer to leave home to perform work will be paid at the appropriate overtime rate for the actual time worked with no prescribed minimum.
 - If the officer is called upon to perform emergency work remotely or from home, all work performed on that day shall be at the prescribed overtime rates, from the time the officer commences the emergency work until such time the officer finishes the work.
 - If an officer is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one hour salary at prescribed overtime rates.
 - Management will post the on call roster at least one (1) month in advance.
 - Employees required to receive phone calls from all over TRC regarding a variety of problems shall be entitled to a call centre allowance equivalent to the on call provisions under the relevant award (ie what is currently occurring). Providing that on the introduction of Council's out of hours call service provider this allowance will no longer be applicable.
- For the purposes of this Agreement, the overtime Meal Allowances shall be \$15.00.
- Tradesman allowance of \$1.50 per hour will be paid to all qualified trades staff who are working as such. The total number of hours for which this allowance is paid cannot exceed the total number of ordinary hours.
- Employees in possession of relevant accredited qualifications who carry out accredited training of other employees will be paid an Accredited Trainer Allowance of \$20 per day for each day engaged in training.
- Safety Representative Allowance will be paid to the appointed Safety Representatives of \$20 per week whilst carrying out this role.

Clothing (allowance) Allocation

Outside Staff

On commencement Council will provide to all Outside Staff required to wear corporate clothing the following items as an initial issue:

- Five (5) sets of safety shirts and pants(either long or short) excluding workshops staff;
- One (1) hat for sun protection;
- Two (2) pairs of overalls or five (5) pairs of long trousers and (5) safety shirts for Workshop Staff;
- Two (2) pair of safety boots to a maximum value of \$150 (per pair);
- One (1) approved Jacket.

These items of clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/damaged items to the Depot.

Employees provided with the corporate clothing are required to wear the corporate clothing on all occasions during work periods.

Inside Staff

All inside staff who are required to wear a Council approved uniform will purchase the approved uniform and charge the purchases to Council up to a value of \$300 per annum excluding GST.

This allowance will only apply to permanent full-time employees and on a pro-rata basis for permanent part-time employees. Provided that where permanent part time is worked on each work day, the same provision as permanent full time will apply.

13. Other Conditions

Employee Development

The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required.

Council is committed to training staff and developing a more highly skilled and flexible workforce. Training and skill development, where possible, is to be carried out in normal working hours, and where possible travel will be undertaken during normal business hours.

It is acknowledged that training is of mutual benefit for both Council and the Employee; as such any training provided outside of Working hours shall be accrued or paid at ordinary time, or where mutually agreed accrue TOIL.

Travel/accommodation

Council agrees to pay and recognise all reasonable costs and time off incurred when employees are required by management to attend courses, lectures and other agreed activities which:-

- Satisfy organisational development needs.
- Are directly related to employee work areas.
- Provide skills appropriate to employee's recognised career paths.
- Are required to provide professional/trade credentials, and which shall be reimbursed by Council provided that this does not contravene any existing Award provision which provides for a higher or better entitlement.

Any training outside normal working hours shall have regard to employee's family responsibilities.

All reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties shall be reimbursed, and no employee will suffer from loss of pay.

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such traveling time at ordinary rates, provided that such payment for travel time shall not exceed the ordinary hours on any day.

However if an employee requests to attend a conference/seminar which is approved by Council, but not essential to the employees role, and travel to the conference/seminar requires the officer to travel outside of normal working hours,

such travel may be undertaken on the officer's own time; that is, no labour cost will be incurred by Council by the traveling outside of normal working hours. Council will be responsible for all reasonable costs associated with the accommodation/bus fares/airfares/motor vehicle costs/meals, etc. of the employee attending the conference/seminar.

Vacancies

Where a permanent position in the workforce is vacant the council will;

- For positions with a dollar value above a LGO Level 3 (of this agreement) call for applications both internally and externally simultaneously, and
- For positions with a dollar value at a LGO Level 3 (of this agreement) and below call for applications internally in the first instance and externally if no suitable applicant.

Redundancy

Redundancy packages provided are compensation for loss of job tenure. Redundancy packages must comply with Australian Taxation Office requirements. For the life of this agreement Council will apply Attachment 3 of the Code of Practice in the case of Redundancy packages.

Employment Security/Use of Contractors

The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.

Such steps shall include measures to increase the security of employee's employment, however, the parties recognise that the Council will require the use of contractors to carry out council work in the following circumstances:

- Where the work volume is beyond the capacity of Council resources or existing staff.
- Where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- Where it is more cost effective to deliver quality services. Council will if requested by the Consultative Committee provide details of this usage.
- Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

The use of contractors/labour hire personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

Employment Relations

Union Encouragement

Council recognises its responsibility under the Full Bench of the Queensland Industrial Relations Commission issued "Statement of Policy on Union Encouragement" (reported V165QGIG Folio 221) that encourages an Employee to join and maintain financial membership of the Union.

Council will provide for Union Participation as per the Local Government Employees Award – Clauses 11.4 and 11.5.

Documentation to be provided by employer

At the point of engagement, the Employer shall advise employees that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the employee.

The Employer shall also identify the existence of a Union encouragement clause in this Agreement.

Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their Union related duties.

Deduction of union fees

The Employer shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

Trade Union Training Leave

Paid leave of absence of up to five (5) days per calendar year *may* be granted to employees who are recognised Union delegates to attend trade union training, ACTU or specific union courses approved by the Branch Executive of the union. *Provided that the operations of Council will not be unduly disrupted*

Trade Union Entry to the Workplace

Following consultation with relevant management (or Human Resources), authorized officers of the Union will have rights of access and entry to the premises of Council for the following purposes;

- Meeting with workplace delegates; and
- Meeting with members of staff, and
- Meeting with relevant management team members on matters associated with this agreement or current industrial workplace issues.

14. Leave**Bereavement Leave**

Employees may be granted up to a maximum of three (3) days off work upon the death of an immediate family member (as defined by the award). These three (3) days shall be comprised of two (2) days Bereavement leave, on each occasion, plus part of their leave entitlements to a maximum of three (3) days with sick leave entitlements being accessed.

Employees may be granted up to two (2) days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by the award).

The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the Chief Executive Officer or the completion of a statutory declaration, if so requested.

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

Annual Leave

All employees of the Tablelands Regional Council shall be entitled to 5 weeks annual leave per year with 17.5% loading and on a pro rata basis for part time employees.

Annual leave shall be taken at times mutually agreed between the employee and their supervisor.

An employee shall be permitted to apply for leave one (1) day at a time.

Annual Leave due shall be taken within two (2) years of the due date unless Council approves accrual beyond two (2) years.

Prior to certification of this agreement the annual leave rules were as applicable at the time.

Leave without Pay

After 12 months satisfactory service leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer up to a maximum of 1 year and such leave will not constitute a break in the continuity of service of the employee.

Leave without pay for periods greater than six (6) months under these circumstances is on the understanding that Council may backfill the position and that the employee on their return will be placed in a relative vacancy at their same rate of pay, and not necessarily in their previous position. For periods less than six (6) months Council will return the employee to their previous position.

Long Service Leave

Long service leave provisions of thirteen (13) weeks leave entitlement after ten (10) years service will apply. Pro-rata long service leave will be available upon termination of service after seven (7) years service.

An employee may by mutual agreement with Chief Executive Officer to have an entitlement to long service leave paid in cash in lieu of taking paid leave.

Any leave cashed out will result in the necessary adjustments being made to the employee's time and wages record so that the employee has no further entitlement to the period of leave for which they have received a monetary payment.

Sick Leave

From certification of this agreement sick leave rules will apply equally to all employees and will be as follows:

- 15 day's sick leave will be available per each year of service;
- For calculation purposes 1 day is defined as 7.25 hours for employees under the Officers award and 7.6 hours for employees under the Employee's award and the other state based awards;
- The operative date for the purpose of this clause is the date of certification of this agreement for employees of Tablelands Regional Council covered by the previous State Awards.

There will be no limit to accumulated sick leave applied and no maximum pay out of sick leave in any one year applied. Prior to certification of this agreement the sick leave rules were as applicable at the time.

Parental and/or Paid Maternity Leave

Staff who qualifies for parental leave may gain additional access to annual leave and long service leave as prescribed below:

- Staff may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and /or
- Staff eligible for long service leave after seven years may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available long service leave days and being paid at half pay in accordance with the terms of this agreement.
- The combination of annual leave at half-pay and early access to long service leave at half pay together with unpaid parental leave shall not exceed 52 weeks in total.

On application Council will pay six (6) weeks Maternity Leave at full pay or twelve (12) weeks at half pay, in addition to the existing parental leave conditions. Maternity Leave applies to eligible Council employees who are pregnant or have given birth to a child. To be eligible for this payment, employees must have completed two (2) years service. Employees who have less than 2 years but greater than 1 years service will be entitled to half this amount.

Pro rata payments will be made for part-time employees.

Paid maternity leave will apply to maternity leave taken after certification of this agreement.

SES/Fire Brigade Leave

Where an employee is a member of the Emergency Services (including Rural Fire Brigade) and are required during working hours to attend an emergency, there will be no loss of pay.

On approach from SES or Rural Fire Brigade, an employee may be granted leave for training purposes provided that operational concerns are taken into consideration.

Jury Service Leave

Leave without pay shall be granted to officers required to attend for jury duty. Where the amount of jury fee is less than the normal salary of the officer, Council shall make up the difference.

15. Annual Closedown

Council operations shall be closed between Christmas and New Year. A skeleton crew as identified by management will be maintained on duty for the duration of the shutdown.

Staff will initially self-roster for the shutdown periods acknowledging that if agreement cannot be arrived at by staff, management will appoint staff to the skeleton crew as necessary. Final approval of the roster is with management to ensure that the necessary skilled personnel remain on the skeleton crew.

During the shutdown period staff acknowledge that they will undertake a variety of duties, as tasks require.

Employees will be required to take annual leave over this period, providing banked RDO/TOIL is utilised first. If there is no entitlements available leave without pay will be available on approval from the CEO.

16. Superannuation

For the purpose of this agreement the parties have agreed that pursuant to the Federal Government choice of fund legislation the approved fund shall be the Local Government Superannuation Fund (LG Super).

Council, on behalf on employees, shall pay into the approved fund superannuation payments at least at the minimum prescribed by the *Local Government Superannuation Act 1985*.

This agreement binds Council to pay such superannuation payments only into the approved fund on behalf of all employees both current and future for the life of the agreement. This agreement further binds all employees both current and future to have superannuation payments paid into the approved fund on their behalf for the life of the agreement.

17. Performance / Productivity Measures

The parties agree that the use of Key Performance Indicators (KPI's) are an important measure of productivity and efficiency and will be implemented to monitor progress towards the achievement of critical business goals of the Council and will be a key component of future Enterprise Bargaining Agreements.

As such, the consultative committee will establish a set of KPI's during the first year of this agreement i.e. for implementation by 1 July, 2010.

KPI data will be available to all employees and will be regularly reviewed by the Consultative Committee to assess achievement of performance targets. Outcomes of the review and subsequent changes (if required) will form part of the ongoing process of continuous improvement.

Examples of KPI's which could be considered include but not limited to:

- Workplace Health and Safety
- Quality Assurance
- Absenteeism
- Leave Accruals
- Performance Appraisals completed, etc....

18. Schedule 1 – Local Area Work Agreement(s) (LAWA)

The Consultative Committee will monitor and review all LAWAs.

Local Laws Staff

It is agreed that Local Laws Staff will work a 5 day in 7day roster, Monday to Sunday with a spread of hours from 6.00 am to 6.00 pm. Saturdays and Sundays, where rostered, are paid at time and a half.

20. Schedule 2 – Pay Rates

Schedule of Pay rates effective as of the certification of this Agreement.

20.1 Queensland Local Government Officers 1998 – Federal Award.

	Current	1 July 09 4.50%	1 July 10 4.50%
LEVEL 1.1	36062.52	37685.33	39381.17
LEVEL 1.2	36650.12	38299.38	40022.85
LEVEL 1.3	37502.40	39190.01	40953.56
LEVEL 1.4	38460.24	40190.95	41999.54
LEVEL 1.5	39477.88	41254.38	43110.83
LEVEL 1.6	40654.64	42484.10	44395.88
LEVEL 2.1	41851.44	43734.76	45702.82
LEVEL 2.2	43030.50	44966.87	46990.38
LEVEL 2.3	44208.46	46197.84	48276.74
LEVEL 2.4	45387.51	47429.95	49564.29
LEVEL 3.1	46564.38	48659.77	50849.46
LEVEL 3.2	47746.71	49895.31	52140.60
LEVEL 3.3	48922.48	51123.99	53424.57
LEVEL 3.4	50104.81	52359.53	54715.71
LEVEL 4.1	51281.68	53589.35	56000.87
LEVEL 4.2	52459.64	54820.32	57287.24
LEVEL 4.3	53640.88	56054.72	58577.18
LEVEL 4.4	54816.65	57283.40	59861.15
LEVEL 5.1	55996.80	58516.65	61149.90
LEVEL 5.2	57173.66	59746.48	62435.07
LEVEL 5.3	58352.71	60978.59	63722.62
LEVEL 6.1	60316.34	63030.58	65866.96
LEVEL 6.2	62281.07	65083.72	68012.48
LEVEL 6.3	64246.88	67137.99	70159.20
LEVEL 7.1	66209.42	69188.85	72302.34
LEVEL 7.2	68176.33	71244.27	74450.26
LEVEL 7.3	70142.15	73298.54	76596.98
LEVEL 8.1	72499.16	75761.62	79170.89
LEVEL 8.2	74857.26	78225.84	81746.00
LEVEL 8.3	77214.28	80688.92	84319.92
LEVEL 8.4	79425.95	83000.12	86735.13
LEVEL 8.5	81637.63	85311.33	89150.34
Juniors			
UNDER 17 55% of Lvl 1.1	19834.39	20726.93	21659.65
17 YEARS 60% of Lvl 1.1	21637.51	22611.20	23628.70
18 YEARS 70% of Lvl 1.1	25243.76	26379.73	27566.82
19 YEARS 80% of Lvl 1.1	28850.02	30148.27	31504.94
20 YEARS 90% of Lvl 1.1	32456.27	33916.80	35443.06

Casual loading (plus 25% of the applicable rate)

20.2 Local Government Employees' (excluding Brisbane City Council) - Award State

State Award	Current		4.50%		4.50%	
	N/C	Construct	01-Jul-09	Construct	01-Jul-10	Construct
LEVEL 1 FIRST 6 MTHS	659.24	683.24	688.91	712.91	719.91	743.91
LEVEL 1	671.14	695.14	701.34	725.34	732.90	756.90
LEVEL 2	683.05	707.05	713.79	737.79	745.91	769.91
LEVEL 3	694.97	718.97	726.24	750.24	758.92	782.92
LEVEL 4	707.00	731.00	738.82	762.82	772.06	796.06
LEVEL 5	719.37	743.37	751.74	775.74	785.57	809.57
LEVEL 6	745.37	769.37	778.91	802.91	813.96	837.96
LEVEL 7	771.26	795.26	805.97	829.97	842.24	866.24
LEVEL 8	799.80	823.80	835.79	859.79	873.40	897.40
LEVEL 9	831.31	855.31	868.72	892.72	907.81	931.81

Casual loading (plus 23% of the applicable rate).

20.3 Engineering - Award State

Engineering - Award State	Current		4.50%		4.50%	
			01-Jul-09		01-Jul-10	
ENG TRADESPERSON LEVEL 1 C10	719.37		751.74		785.57	

Casual loading (plus 23% of the applicable rate).

Wage Level	% of C10 or Trade Equivalent on Entry	% of C10 or Trade Equivalent on Entry (Year 11 Complete)	% of C10 or Trade Equivalent on Entry (Year 12 Graduate) (See Note (i))	Competency Weighting Points Assessed at Exit (See Note (ii))	Classification Outcome or Equivalent at Exit	AQF Outcome at Exit
APP ENG YEAR 1	40	47.4	50.7	24	N/A	N/A
APP ENG YEAR 2	55	55	58.8	48	N/A	N/A
APP ENG YEAR 3	75	75	75	72	N/A	N/A
APP ENG YEAR 4	90	90	90	96	C10	AQF111

Notes:

(i) Apprentices shall be entitled to this wage progression if they hold a Senior Certificate (or equivalent qualification from TAFE or interstate education authority).

(ii) Apprentices shall be entitled to progress to the next Wage Level of attainment of the Competency Weighting Points specified or 12 months for full-time apprentices and 24 months for part-time or school-based apprentices, after commencing on the respective Wage Level, whichever is the earlier.

(iii) The Higher Engineering Tradesperson apprenticeship exits at an AQF IV outcome whereas all other apprenticeships exit at an AQF III outcome.

20.4 Building Trade Public Sector Award – State

	4.50%	4.50%
Current	01-Jul-09	01-Jul-10

Building Trade Public Sector Award - State

BW 1(C)	647.44	676.57	707.02
BW 1(D)	664.70	694.61	725.87
BW 2	690.60	721.68	754.15
B T 1	719.37	751.74	785.57
B T 2	755.34	789.33	824.85
B T 3	791.31	826.92	864.13
APP BT YEAR 1 40% of BT CARPT	287.70	300.65	314.18
APP BT YEAR 2 55% of BT CARPT	395.70	413.51	432.11
APP BT YEAR 3 75% of BT CARPT	539.50	563.78	589.15
APP BT YEAR 4 90% of BT CARPT	647.40	676.53	706.98

Casual loading (plus 23% of the applicable rate).

20.4 Schedule 3 – Payout of Sick Leave Clause

**SICK LEAVE PAYOUT
BASED ON FULL TIME EMPLOYMENT**

CONTINUOUS FULL YEARS SERVICE WITH ATHERTON SHIRE COUNCIL	STATE AWARD EMPLOYEES			FEDERAL AWARD EMPLOYEES		
	% PAYOUT OF UNTAKEN SICK LEAVE	MAX. POSSIBLE DAYS THAT COULD BE ACCUMULATED	MAX. POSSIBLE PAYOUT IN DAYS	% PAYOUT OF UNTAKEN SICK LEAVE	MAX. POSSIBLE DAYS THAT COULD BE ACCUMULATED	MAX. POSSIBLE PAYOUT IN DAYS
5<8	15%	5 x 8 = 40	6	8%	5 x 15 = 75	6
8<12	30%	8 x 8 = 64	19.2	16%	8 x 15 = 120	19.2
12<16	45%	12 x 8 = 96	43.2	24%	12 x 15 = 180	43.2
16<20	60%	16 x 8 = 128	75	32%	16 x 15 = 240	75
20<25	80%	20 x 8 = 160	75	42.6%	20 x 15 = 300	75
25+	100%	25 x 8 = 200	75	53.3%	25 x 15 = 375	75

NOTE: MAXIMUM PAYOUT IS SEVENTY-FIVE (75) DAYS

SIGNATORIES

Signed for and on behalf of Tablelands Regional Council ABN 77 642 342 175 Ian Church\
 In the presence of Elisa Raso

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland William Ludwig
 In the presence of:..... Elaine Martin

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Ian Buckley
 In the presence of:..... Michelle Robertson

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

Signed for and on behalf of the Federated Engine Drivers' and Firemen's
 Association of Queensland, Union of Employees Michael Ravbar
 In the presence of:..... Kath Nettleton

Signed for and on behalf of the Transport Workers' Union of Employees
 (Queensland Branch) Hughie Williams
 In the presence of:..... Karen Bow

Signed for and on behalf of the Automotive, Metals, Engineering,
 Printing and Kindred Industries Industrial Union of Employees, Queensland Andrew Dettmer
 In the presence of:..... Elizabeth Barlow

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Richard Williams
 In the presence of:..... Kerry Inglis

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
 Union of Employees Bradley O'Connell
 In the presence of:..... C. Darlingten

Signed for and on behalf of The Association of Professional Engineers,
 Scientists and Managers, Australia, Queensland Branch, Union of Employees John Yates
 In the presence of:..... Neil Hendersen