

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

McKinlay Shire Council (MSC) Certified Agreement 2009

*Matter No. CA/2009/98*

Commissioner Thompson

25 September 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 25 September 2009 the Commission certifies the following written agreement:

**McKinlay Shire Council (MSC) Certified Agreement 2009 – CA/2009/98 [as amended].**

Made between:

McKinlay Shire Council (ABN 46 448 426 394)

AND

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;  
Queensland Services, Industrial Union of Employees; and  
The Australian Workers' Union of Employees, Queensland

The Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*.

The agreement was certified by the Commission on 25 September 2009 and shall operate from 25 September 2009 until its nominal expiry on 30 June 2012.

This agreement replaces McKinlay Shire Council - Certified Agreement 2004 (CA/2004/506).

By the Commission.

Commissioner Thompson

# McKinlay Shire Council (MSC) Certified Agreement 2009

## 1. Title

This agreement shall be known as the McKinlay Shire Council (MSC) Certified Agreement 2009.

## 2. Arrangement

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### **3. Definitions**

#### **Award**

The Awards set out in Clause 4.

#### **Council**

McKinlay Shire Council

#### **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 McKinlay 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 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 1988, 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.

From the date of operation of this agreement, all other workplace agreements will cease to exist. The exception to this will be Local Area Agreements LAA's attached as schedules to this agreement or developed during the life of this agreement.

### **5. Parties Bound**

The parties to this agreement are the McKinlay Shire Council, its employees and the following Unions:

- Queensland Services, Industrial Union of Employees;
- The Australia Workers' Union of Employees, Queensland;
- The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland;
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

### **6. No Extra Claims**

There will be no extra claims pursued by the parties during the life of this Agreement except in the case of an agreed LAA.

## **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 a nominal expiry date 30 June 2012. 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**

It is agreed that the continued financial viability of the Council is fundamental to this agreement and as such;

- sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements; and
- improved working conditions for Council employees.

This agreement has been negotiated to ensure the continuation of reform processes 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.
- 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.
- 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 person(s) nominated by the Chief Executive Officer and the employee representatives will consist of 3 employees broadly representing Council's area of operations and their Union 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 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:

- 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 refer the matter to the relevant Department Head. This meeting should be held within five (5) working days of the employee request. Employees may elect to be accompanied by a representative.
- Stage 3 – if the matter remains unresolved after Stage 2, the employee may refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request. 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 (Officers Award – which is now taken to be a state award) provides for 36.25 hours per week, the Local Government Employees (excluding Brisbane City Council) Award – State 2003 (State Award), the Engineering Award – State 2002 and Building Trades Public Sector Award – State 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) and no loading is to apply.
- The parties agree that to enhance the productivity of Council and or the needs of employees, the ordinary spread of hours can be varied to take into account operational demands and requirements and/or the needs of employees without incurring penalties.

### Job Sharing

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

Employees so employed shall be entitled to all leave as prescribed by the relevant 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.

### Casual

For the purpose of this agreement Casual officer is as defined by the relevant award. Where for a period of twelve (12) months 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 recognize that Council may at various times be required 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 (e.g. some govt. services)

## 11. Hours of Work

Council operations currently include a 9 day fortnight for internal staff and a 10 day fortnight for external staff, however, from certification of this agreement all employees of McKinlay Shire Council will operate under a 19 day month.

Provided that, depending on operational requirements a different work cycle may be agreed upon.

It is agreed the spread of hours shall be 5.00am to 7.00pm Monday to Friday. The maximum number of daily hours shall not be exceeded without overtime rates applying as per the relevant award.

### External Staff

For major works/projects, a spread of times and days to be worked shall be by mutual written agreement between the Chief Executive and the relevant employees to give flexibility to the workforce. This flexibility is not to be unreasonably withheld.

In these circumstances, ordinary hours may be spread over seven (7) days and may include but not be limited to, for example;

- arranging working days over an extended period to accommodate project work, peaks and troughs in workloads or climatic weather patterns. (10 on 4 off etc...). In such cases Saturdays and Sundays falling within the period of work shall not be subject to overtime rates.
- implementing overlapping shift rosters for increased productivity and greater utilization of plant and equipment.

### **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 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.
- Co-operation in implementing additional work rosters to enable better utilization of plant and equipment.
- 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 Agreements (LAAs)**

Unless specifically mentioned in a schedule to this agreement all LAA's (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 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.
- the agreement shall be presented to the Consultative Committee for endorsement prior to implementation.
- for the purpose of this agreement, the provisions within the LAAs attached as part of this certified agreement shall prevail above those of this agreement where there is conflict.
- all LAAs' shall form part of this agreement and be appended as schedules to this document.

Important principles behind the flexible working arrangements are:

- Such arrangements meet operational requirements;
- Agreement has been obtained from the majority of 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 community and other employees.

### **Rostered Days Off (RDO)**

#### External Staff

Employees associated with the Works Department of Council operations will generally work a nineteen (19) day month, allowing one (1) rostered day off each month provided that, depending on operational requirements a different work cycle may be worked eg... a ten (10) day on four (4) day off work cycle.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to, employees may, if required to work their RDO, bank up to three (3) days to be used during the Christmas 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 Management and a majority of staff within a work group. This decision would then apply to all staff within the work group.

#### Internal Staff

Employees associated with the Administrative Department of Council operations will generally work a nineteen (19) day month, allowing one (1) rostered day off each month

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to employees may, if required to work their RDO, bank up to three (3) days to be used during the Christmas closedown.

Upon the request of an employee or management representative, a rostered day off may be reallocated to a different day.

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.

## **Wet Weather**

Meaningful work shall be carried out during wet weather. Supervisors shall maintain a register of suitable works that can be carried out during wet days so that time is not lost in allocating appropriate work.

During wet weather, where it may not be possible to carry out meaningful work, employees may be told to take their RDO and then work their allocated RDO as a normal day. Re-allocation of RDOs' in this manner may only occur on 3 occasions throughout the year. This will be determined by management/supervisors on a case by case basis.

For this clause meaningful work includes alternate duties which are considered to be within the capabilities of the employee and may also include skill enhancement and other training initiatives.

## **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 the employer 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 the supervisor 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.)

For those employees working a 10 on 4 off roster (or other similar arrangements) the period of 3 months may be extended with Chief Executive approval, eg where for operational efficiency the employees work through a public holiday as part of their normal work cycle.

Subject to the above, 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, shall be 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**

### **Salary Increase**

It is the intention of Council that all employees of Mckinlay Shire Council all be paid an equal amount above the relevant award and as such employees will be paid as follows:

All employees will receive the award safety net salary/wage increases handed down each year of the 3 year agreement; plus

On 1 July 2009,

1. all internal employees (ie all employees covered by the LGO award) of McKinlay Shire Council who are paid a rate of pay less than \$40 per week above the award will be paid a rate of pay equivalent to \$40 per week above the award. (REFER NOTE BELOW)
2. all external employees (ie all employees covered by the LGE award) of McKinlay Shire Council will be paid a rate of pay equivalent to \$105 above the award.

On 1 July 2010,

1. all internal employees (ie all employees covered by the LGO award) of McKinlay Shire Council who are paid a rate of pay less than \$80 per week above the award will be paid a rate of pay equivalent to \$80 per week above the award.
2. all external employees (ie all employees covered by the LGE award) of McKinlay Shire Council will be paid a rate of pay equivalent to \$110 above the award.

On 1 July 2011 all employees of McKinlay Shire Council will be paid a rate of pay equivalent to \$120 above the award.

*NOTE: Prior to the payment of 1 July 2009 being paid to those employees covered by the LGO award, it is the intention of Council to have all those positions independently evaluated to ascertain their correct level. Once this has been established, the payment up to \$40 per week above award will apply to the new position level. To be clear; if an employee on level 4 finds that their position is only level 3 then they will be paid an increase equivalent to \$40 per week above the award level 3.*

### **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 guidelines.

Employees will only be able to enter into salary sacrificing arrangements on the 1st January or 1st July in each year.

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

McKinlay Shire Council will not provide salary packaging advice to employees.

### **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 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 responsibilities of the position.
- (iii) The skills, knowledge, experience, qualifications and/or training required.
- (iv) The organisational relationship of the position.
- (v) The safety requirements/responsibilities, or

as a minimum:

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

#### Salary Movement (employees covered by officers award)

Movement to the next highest salary point within a level will be by annual increment subject to satisfactory performance 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 as follows whilst staying in camp:
  - Where Council supplies accommodation only, \$40.00 per night spent in camp is paid;
- For the purposes of this Agreement, payment for an overtime Meal Allowance will be \$15.00. This allowance will be applicable after two hours overtime work where work is to continue beyond two hours.
- Employees, using dangerous chemicals (eg highly poisonous herbicides/pesticides) will have their allowance increased to 50 cents per hour whilst using them.
- It is agreed, that when it is necessary to remove dead animals by hand, to increase the removal of dead animals allowance to \$1 per animal.

## Clothing (Allowance) Allocation

This clothing clause will be administered as per Council Policy

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

## 13. Other Conditions

### Higher Duties

In an acknowledgement that Council requires some of our employees to undertake higher duties to assist with Councils operations, each employee who performs higher duties will be paid at the higher rate for the actual hours worked. If an employee was to work more than four hours at a higher level then they will be paid for the whole shift (day).

### 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.

It is the employees responsibility to obtain licenses/operating permits to further their career in the Council, however the utilisation of Council plant/equipment, which is not required for Council projects at a given time, may be authorised by the CEO for training/gaining of experience. It is envisaged that, in selected circumstances, the Council would make such plant/equipment and an operator available for employees to gain experience and operator's qualification. Such training would be done in the employee's time. The Council in turn would provide the item of plant and an operator to carry out the training.

### Training/Travel/Accommodation

Council agrees to pay and recognise all reasonable costs and time off incurred when employees are required 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 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.

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 Monday-Friday inclusive and at time and a half on Saturday, Sunday and public holidays, provided that such payment shall not exceed the ordinary hours on any day.

However if an employee attends 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.

Accommodation and meals shall generally be booked by and paid for by Council provided that, with approval of the Chief Executive, an employee may make alternate 'expense arrangements', including being paid a per day allowance in accordance with State Govt. Guidelines. In this case, the employee will be fully responsible for his or her own arrangements. The employee will not be required to produce tax invoices or to account in any manner for the expenditure, but will not be able to claim against the Council for reimbursement of any expenses relating to a period in respect of which the per day allowance has been paid.

### **Vacancies**

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

- For positions with a dollar value above Level 2 (LGO Award) call for applications both internally and externally simultaneously, and
- For positions with a dollar value at level 2 (LGO Award) and below call for applications internally in the first instance and externally if no suitable applicant.

### **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.

- Council will use contractors where the work volume is beyond the capacity of Council resources or existing staff.
- Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- Contractors may also be used in circumstances where it is more cost effective to deliver quality services.
- 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.

### **Work in Extreme Heat**

For working conditions and arrangements effecting Employees working in extreme heat conditions, greater than 40°C, please refer to Council's Work Place Health and Safety-Heat Policy.

## **14. Leave**

### **Bereavement Leave**

With Chief Executive approval, employees may be granted up to a maximum of five (5) days off work upon the death of an immediate family member (as defined by the award). These five (5) 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) additional days with sick leave entitlements being accessed first, followed by annual leave etc....

Again, with Chief Executive approval, employees may be granted up to three (3) 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.

### **Annual Leave**

All employees of McKinlay Shire Council shall be entitled to annual leave of five weeks (25 days) per 12 months including 17.5% loading.

Annual leave shall be taken at times mutually agreed between the employee and their supervisor, apart from the Christmas shutdown.

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

Employees who accrue an entitlement to annual leave in excess of the two (2) years entitlement may elect in writing to receive a monetary payment equal to the excess. (ie for any amount over and above the 2 year accrual)

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.

### **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;
- An employee will be required to provide a medical certificate in order to claim sick leave for absences in excess of 2 days per occasion.

There will be no limit to accumulated sick leave applied and no maximum payment 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 Leave**

Staff who qualify 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.

## 15. Annual Closedown

Council operations, as a minimum, shall be closed during the Christmas and New Year period depending on roster. 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 subject to RDO and TOIL Clauses.

This clause shall not prevent Council from either extending/splitting the shutdown period or because of climatic conditions, introducing a second shutdown period. This will only occur with approval from the Chief Executive and consultation with relevant employees. ( one example may be where the finishing of a 10/4 shift does not correspond with the forecast closure period).

## 16. Alcohol/Drug Testing

Council may carry out random testing of employees, during their duty hours, for substance-induced impairment. Such testing shall be regulated by Council policy.

## 17. 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.

## 18. Performance / Productivity Measures (weighting 100%)

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 including payments of bonus's/increases.

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.

Possible examples of KPI's and weighting's which could be considered include but not limited to:

- Workplace Health and Safety

### *Workplace Health & Safety (weighting 25%)*

*Aside from its statutory obligations, the McKinlay Shire Council is committed to the promotion of a safe and healthy working environment for all employees. The Council has a qualified Workplace Health and Safety Officer, has adopted Workplace Health and Safety policies and is active in the area of Workplace Health and Safety through the work of the Workplace Health and Safety Committee. Satisfaction of the following would indicate an appropriate level of performance for the activities:-*

- *That the WPH&S Committee meets at least six times a year .(2.5%)*
- *That all employees continue to maintain a commitment to Workplace Health & Safety and such commitment will be verified with continual improvement by way of audit. (2.5%)*

- That 90% of site safety inspections carried out by the Workplace Health & Safety Officer be categorised as 90% complying. (5%)
- That no fines or breaches of the WHS Act be issued. (5%)
- That lost time injury frequency rate not exceed 5 % in any one financial year.(5 % to be agreed upon by the Consultative Committee). (10%)

- Quality Assurance

Quality Assurance (weighting 25%)

The Council has implemented for its road works operations a quality system based on the requirements of AS/NZSISO9002. This system is currently certified on second party audit by the Main Roads Department. The Main Roads Department certification is valid for a period of three years. Each year the Main Roads Department conducts a compliance audit to assess the annual status of the system. In addition, the Council conducts its own program of internal audits. Maintenance of the system and second party certification for Main Roads is critical to the ongoing success of the Council's Road Works operations. Satisfaction of the following indicators would indicate an appropriate level of performance for this activity:-

- That recertification is achieved every three years on first attempt. (7.5%)
- That annual compliance audits by Main Roads Department are passed on first attempt. (5%)
- That the Quality Management Committee meets quarterly. (2.5%)
- That 95% of action requests be satisfactorily resolved within seven (7) working days of date that the action request has been lodged. (Provision) Where for the reason outside of the control of Council staff, an action request cannot be dealt with, then the action request may be referred to the Chief Executive Officer who shall give consideration to exclude this action request. (5%)
- That Council conducted program of internal audits are either passed first time or rectifiable actions taken within seven (7) working days. (5%)

- Stores

Stores (weighting 10%)

Council operates a store and such a system should balance at all times. Council is committed to improving the current procedures within the store to ensure compliance. To achieve this, stores will be measured by the number of inconsistencies in the stocktake. The maximum number of inconsistencies in the stocktake will be less than 2.0% of the total number of store items can be out of balance.

- Absenteeism

Absenteeism (weighting 20%)

Absenteeism can contribute to inefficiencies in Council activities and it is desirable to strike out absenteeism. Any measures in respect to absenteeism should not prejudice the use of sick days by employees who have genuine or valid medical reasons for taking such leave.

The performance indicator (measured over the immediate past 12 months on a monthly basis) is based on the average number of hours of sick leave taken by all employees (excluding trainees) covered under this agreement. The indicator is set at the equivalent of **five (5) days per person**.

Note: Family/Carers leave deducted from sick leave entitlements shall not be counted towards the indicator.

- Leave Accruals

Annual Leave Accrual (weighting 10%)

The number of employees whose annual leave accrual exceeds two (2) years entitlement must not exceed **three (3) employees** at the end of any financial year.

- Performance Appraisals completed

Performance Appraisals(weighting 10%)

Number of performance appraisals not completed on time must be less than five (5%) percent of total to be done each financial year.

**19. Schedule 1 – Local Area Agreement(s) (LAA)**

The Consultative Committee will monitor and review all LAAs.

**20. Schedule 2 Pay Rates**

**LG OFFICERS AWARD**

		<b>Award Annual</b>	<b>1 July '09 X%</b>	<b>1 July '10 X%</b>
<b>LEVEL 1</b>	Inc. 1	31898.00	33978.00	
		32411.00	34491.00	
		33232.00	35312.00	
		34001.00	36081.00	
		34770.00	36850.00	
		35434.00	37514.00	
<b>LEVEL 2</b>	Inc. 1	36213.00	38293.00	
		36982.00	39062.00	
		37751.00	39831.00	
		38260.00	40340.00	
<b>LEVEL 3</b>	Inc.1	39028.00	41108.00	
		39516.00	41596.00	
		40285.00	42365.00	
		41054.00	43134.00	
<b>LEVEL 4</b>	Inc. 1	41822.00	43902.00	
		42591.00	44671.00	
		43256.00	45336.00	
		44025.00	46105.00	
<b>LEVEL 5</b>	Inc. 1	44793.00	46873.00	
		45458.00	47538.00	
		46227.00	48307.00	
<b>LEVEL 6</b>	Inc.1	47508.00	49588.00	
		48789.00	50869.00	

		50071.00	42151.00	
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<b>LEVEL 7</b>	Inc. 1			
		51352.00	53432.00	
		52633.00	54713.00	
		53914.00	55994.00	
<b>LEVEL 8</b>	Inc 1			
		55452.00	57532.00	
		56989.00	59069.00	
		58527.00	60607.00	
		59970.00	62050.00	
		61413.00	63493.00	
<b>JUNIOR RATES</b>				
<b>YEARS OF AGE</b>	<b>% L1.1</b>			
		31898.00	33978.00	
Under 17 years	55%			
		17543.90	19632.90	
17 years	60%			
		19138.80	21218.00	
18 years	70%			
		22328.60	24408.60	
19 years	80%			
		28674.95	30754.95	
20 years	90%			
		28708.20	30788.20	

Casual rates as defined by Award

#### LOCAL GOVERNMENT EMPLOYEES AWARD

	<b>Award Weekly</b>	<b>1 July '09' X%</b>	<b>1 July '10' X%</b>
<b>LAE* Level 1 First 6 Months</b>	591.70	696.70	
<b>LAE* Level 1 Thereafter</b>	602.10	607.10	
<b>LAE* Level 2</b>	612.50	717.50	
<b>LAE* Level 3</b>	622.90	727.90	
<b>LAE* Level 4</b>	633.40	738.40	
<b>LAE* Level 5</b>	645.80	750.80	
<b>LAE* Level 6</b>	666.70	771.70	
<b>LAE* Level 7</b>	687.50	792.50	
<b>LAE* Level 8</b>	706.40	811.40	
<b>LAE* Level 9</b>	727.20	832.20	

Casual rates as defined by Award

#### ENGINEERING AWARD

	<b>% of C10</b>	<b>Award Weekly</b>	<b>1 July 2009 X%</b>	<b>1 July 2010 X%</b>

<b>C10</b>	100%	645.8	750.80	
<b>C9</b>	105%	666.70	771.70	
<b>C8</b>	110%	687.50	792.50	
<b>C7</b>	115%	706.40	811.40	
<b>C6</b>	125%	748.10	853.10	
<b>C5</b>	130%	768.40	873.40	
<b>1st Year App.</b>	40%	258.32	363.32	
<b>2nd Year App.</b>	55%	355.19	460.19	
<b>3rd Year App.</b>	75%	484.35	589.35	
<b>4th Year App.</b>	90%	581.22	686.22	

**SIGNATORIES**

Signed for and on behalf of **McKinlay Shire Council** ..... Michael Dougall  
 In the presence of ..... Sharon Maxwell

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland ..... W. Ludwig  
 In the presence of:..... Renee Broanda

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 Queensland Services, Industrial Union of Employees ..... Ian Buckley  
 In the presence of:..... Michelle Robertson

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