

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Tablelands Regional Council 2011-2014 - Certified Agreement

Matter No. CA/2011/319

Commissioner Brown

07 December 2011

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 16 November 2011 the Commission certifies the following written agreement:

Tablelands Regional Council 2011-2014 - Certified Agreement -a CA/2011/319 [as amended].

Made between:

Tablelands Regional Council

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
Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

The agreement was certified by the Commission on 16 November 2011 and shall operate from 16 November 2011 until its nominal expiry on 30 June 2014.

This agreement replaces Tablelands Regional Council (TRC) Enterprise Bargaining Agreement 2009-2011 (CA/2009/44).

By the Commission.

Commissioner Brown

Attachment A

(See Chapter 6, part 1, of the Act, regulation, part 4 & rules, part 10 in particular r140)



Tablelands Regional Council
Enterprise Bargaining Agreement
2011 – 2014

1. TITLE

This agreement shall be known as Tablelands Regional Council Enterprise Bargaining Agreement 2011 - 2014.

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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 OF AGREEMENT

This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to any employee appointed to the position of Chief Executive Officer or any 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.

4.1 RELATIONSHIP TO PARENT AWARDS

This agreement shall be read and interpreted wholly in conjunction with the terms of the parent awards listed below as they stood at the certification date of this Agreement.

Provided that where there is any inconsistency between the expressed terms of this Agreement and the terms of the parent awards listed below as they stood at the date of certification of this agreement, the expressed terms of this Agreement shall take precedence to the extent of the inconsistency.

The parent awards include:

- Queensland Local Government Officers Award 1998;
- Local Government Employees (excluding Brisbane City Council) Award - State 2003;
- Engineering Award - State 2002;
- Building Trades Public Sector Award - State 2002; and
- Family Leave Award - State 2003.

However, the parties commit to discussing transitional arrangements for any subsequent certified agreement should there be changes to the parent awards listed above during the life of this agreement. From the date of operation of this agreement, all other workplace agreements will cease to exist.

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

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 2014. Discussions to commence on a new agreement at least three (3) months prior to the expiry date.

8. PURPOSE AND OBJECTIVES OF THE AGREEMENT

8.1 PURPOSE OF THE AGREEMENT

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

8.2 OBJECTIVES OF THE 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 on-going 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; and
- The parties will be committed to and cooperate with the terms of this Agreement to ensure its on-going success.

8.3 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 nominees of the Chief Executive Officer and the employee representatives will consist of up to 4 members of 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.

8.4 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 or as requested by either party for the purpose of monitoring the implementation of the reforms set out in 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:

9.1 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 of 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 Departmental General Manager. 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 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 Queensland Industrial Relations Commission (QIRC). The parties agree that a dispute referred to the QIRC 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. CONSULTATION

10.1 COUNCIL'S DUTY TO NOTIFY

Where Council is considering the introduction of changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council will notify the employees who may be affected by the proposed changes and their Union or Unions that are a party to the Tablelands Regional Council Enterprise Bargaining Agreement 2011 - 2014.

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

Provided that where the Tablelands Regional Council Enterprise Bargaining Agreement 2011 - 2014 makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

10.2 COUNCIL'S DUTY TO CONSULT

Council will consult the employees affected and their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

The consultation shall occur as soon as practicable after making the decision referred to above.

For the purpose of such consultation Council will provide in writing to the employees concerned and their Union or Unions who are a party to the Tablelands Regional Council Enterprise Bargaining Agreement 2011 - 2014 all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

11. SECURITY OF EMPLOYMENT

The parties recognise that Council wishes to preserve as many as possible 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 employees' employment, however, the parties recognise that the Council may 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, on a 'like for like' basis, it is more cost effective to deliver equivalent quantity and quality services. Council will provide the Consultative Committee with details of this usage and the basis on which the decision to contract is made. Management will give due consideration to any recommendations that are made by the Committee.
- 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.

12. REDUNDANCY

The parties recognise that Council wishes to preserve as many as possible of the positions that currently exist within Council. Council will take steps to ensure that it has the benefit of a stable and committed workforce. Forced Redundancies are not perceived during the life of this agreement, however, before an employee is made redundant, council will consider the following alternatives:

- Voluntary Redundancy;
- Retraining / Redeployment.

Where Council has exhausted all other options the employee may be made redundant under the conditions prescribed below.

12.1 CONSULTATION BEFORE TERMINATIONS

- (a) Where Council decides that they no longer wish the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, Council shall consult the employee directly affected and where relevant, their Union or Unions that are a party to the Tablelands Regional Council EBA 2011-2014.
- (b) The consultation shall take place as soon as it is practicable after Council has made a decision which will invoke the provisions of subclause (a), and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation Council shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions that are a party to the Tablelands Regional Council EBA 2011-2014, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that Council shall not be required to disclose confidential information, or information that is protected by legal or professional privilege, the disclosure of which would be adverse to Council's interests.

12.2 VOLUNTARY REDUNDANCY

Where Council has decided to reduce the number of employee positions then Council shall invite expressions of interest for voluntary redundancy from the group of affected employees.

Council may, at its sole discretion, decide whether to accept any or none of the expressions of interest lodged.

An employee accepting an offer of Voluntary Redundancy will be entitled to a severance payment as follows:

- 2 weeks per year of service, capped at 52 weeks, with proportionate amount paid for an incomplete year of service; and
- all usual termination of employment entitlements.

The future employment of any employee who volunteers for redundancy and is not selected, will not be prejudiced by their application for voluntary redundancy.

12.3 RETRAINING AND REDEPLOYMENT

In such situations, where the Council has decided that a job or jobs will no longer be required, the Council will consider all available options for the internal placement of identified employees, through transfer, redeployment and/or reskilling/retraining. Where these options are not available, or are unable to be achieved in a reasonable timeframe, such employees may be offered redundancy.

12.4 TRANSFER TO LOWER PAID DUTIES

- (a) Where an employee is transferred to lower paid duties for reasons set out above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated.
- (b) Council may, at Council's option, make payment in lieu thereof of an amount equal to the difference between the former amounts that Council would have been liable to pay and the new lower amount Council is liable to pay the employee for a period of eight (8) weeks.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

12.5 TIME OFF DURING NOTICE PERIOD

- (a) Where a decision has been made to terminate an employee in the circumstances outlined above, the employee shall be allowed up to one day's time off without loss of pay during each week of notice, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

12.6 SEVERANCE PAY

Eligible employees are entitled to a severance benefit of two (2) weeks pay per year of service and a proportionate amount for an incomplete year of recognised service paid at the employee's ordinary time rate of pay. The minimum payment is four (4) weeks pay and the maximum is 52 weeks.

12.7 EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE

This Clause shall not apply to employees with less than one year's continuous service and the general obligation on Council should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

12.8 EMPLOYEES EXEMPTED

This Clause shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees; or
- (d) if Council obtains acceptable alternative employment for an employee.

13. FACILITATIVE HOURS PROVISION

13.1 TYPES OF EMPLOYMENT

An employee may be engaged on a permanent full or part time, casual or fixed term basis.

13.1.1 Full Time

For the purpose of this agreement, Queensland Local Government Officers Award 1998 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.

Full time employment is equivalent to either 36.25 hours or 38 hours per week dependent on Award coverage.

13.1.2 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 or 36.25 per week (whichever Award applies).
- The parties agree that to enhance the productivity of Council and/or the needs of employees, either the ordinary spread of hours or the days worked can be varied by mutual agreement to take into account operational demands and requirements and/or the needs of employees without incurring penalties

Five (5) working days written notice will be provided for those employees agreeing to a mutually agreeable variation.

13.1.3 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 a 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.

13.1.4 Casual

For the purpose of this agreement a casual employee is as defined by the relevant Award and is employed on an hourly basis.

Where for a period of greater than six months a casual employee is working on a permanent basis as part of a regular roster, the position will be made permanent, either full time or part time.

13.1.5 Fixed Term

The parties recognise 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).

13.2 DAYS ON WHICH ORDINARY HOURS CAN BE WORKED

Except as otherwise provided, days on which an employee's ordinary hours can be worked are Monday to Friday.

Days on which ordinary hours for employees in the following roles or work areas can be worked are Monday to Sunday:

- aerodromes/airports;
- caretakers/hall organisers;
- cleaners;
- community services;
- garbage services;
- local law enforcement; and

- tourism services.

13.3 SPAN OF ORDINARY HOURS

The span of ordinary hours of work on a day on which ordinary hours can be worked will be between 6.00am and 6.00pm, except for employees engaged in the following roles/work areas:

- libraries— the span of hours will be 7.00 am to 7.00 pm Monday to Friday, and 8.00am to 12.30pm Saturday; and
- aerodromes/airports, cleaners, community services, garbage services, caretakers/hall organisers, and tourism services—the span of hours will be 5.00am to 10.00pm.

13.4 MAXIMUM ORDINARY HOURS IN A DAY

An employee may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks) by agreement between the Council and employee.

13.5 ROSTERS AND CHANGES TO ROSTERS

A roster for full-time and part-time employees showing normal starting and finishing times will be prepared by the relevant supervisor and will be made available to employee/s.

A roster can be altered by mutual consent at any time and may be altered by Council on 14 days' notice. Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through illness or other cause over which Council has no control.

13.6 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; and / or
- Extended days in the dry season and shorter days or maintenance work in the wet season.

13.7 FLEXIBLE WORKING ARRANGEMENTS

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 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 principles:

- 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
- 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/competencies and the requirement to perform such 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.

13.8 LOCAL AREA WORK AGREEMENTS (LAWA)

Unless specifically mentioned in this agreement all LAWAs (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 affected and Council mutually agree on the need for such flexible working arrangements the following process shall be applied:

- the employees directly affected and local management shall consult and agree on the arrangements to be implemented, which shall be documented. Employees may consult with their employee organisation representative(s) 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.

13.9 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 as 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.

13.10 ROSTERED DAYS OFF (RDO)

13.10.1 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.

In line with the flexibility previously agreed to, employees may bank up to five (5) days, of 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.

13.10.2 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.

In line with the flexibility previously agreed to, employees may bank up to five (5) days, of which three (3) days may be used during the annual closedown.

Also, banked RDOs may be taken at any other time subject to agreement between the employee and supervisor. All RDOs will be available when required subject to employees giving at least one (1) week's 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.

13.10.3 Flexible Working Proposals

Council takes a principle based approach in assessing the viability of proposals for the introduction and trialling of flexible work arrangements. These principles ensure support of Council's goals including productivity, cost effectiveness, organisational fit and service to internal customers and the community. Attachment 1 outlines the Process for Review, Approval and Evaluation of Flexible Work Arrangement Proposals.

13.11 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 to take this time off without 24 hours notice.

Generally, time off in lieu of overtime shall be given and taken within three (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 three (3) months for use during the annual closedown period. (The combined annual closedown banked time be it RDO and/or TOIL cannot exceed the three (3) 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 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 is RDOs and/or TOIL must be used prior to taking of annual/long service leave.

13.12 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.

Employees 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 employees 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 are no entitlements available leave without pay will be available on approval from the CEO.

14. REMUNERATION AND BENEFITS

14.1 SALARY INCREASE

Employees will receive the following pay increases:

- On 4 July 2011 all employees of Tablelands Regional Council will receive a 4.0% pay increase.
- On 2 July 2012 all employees of Tablelands Regional Council will receive a 4.0% pay increase.
- On 1 July 2013 all employees of Tablelands Regional Council will receive a 4.0% pay increase or 2012 December quarter CPI, whichever is the greater.

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

14.2 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 of 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.

14.3 SALARY PACKAGING/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 and guidelines.

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.

Tablelands Regional Council will not provide salary packaging advice to employees.

14.4 BROAD BANDING

The positions of Foreman in the construction and maintenance group 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.

14.5 CLASSIFICATION AND SALARY INCREMENTS

14.5.1 Classification

Council positions will be classified in accordance with the level definitions provided for in this Agreement and 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. Council will provide to each employee a position description by agreement which clearly and accurately identifies as a minimum:

- The purpose of the position.
- The home workplace
- The responsibility level of the position.
- The skills, knowledge, experience, qualifications and/or training required.
- The organisational relationship of the position.
- The accountability/extent of authority of the position.
- The health and safety responsibilities and obligations.

The employee may request for their current classification level to be re-evaluated when the employee believes and their manager agrees that there have been changes to the duties and responsibilities to such an extent that it has become undervalued.

14.5.2 Salary Movement

For inside staff, movement to the next highest salary point within a level will be by annual increment subject to satisfactory service for the previous twelve months.

14.6 ALLOWANCES

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

14.6.1 Clothing Allowance

Outside Staff

Council will provide to all Works Staff required to wear personal protective 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) pairs of safety boots to a maximum value of \$150 (per pair);
- One (1) Jacket suitable for winter wear.

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

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

Inside Staff

If Council requires their administrative staff to wear a Council approved uniform, such administrative staff will purchase the approved uniform and charge the purchases to Council up to a value of \$330 per annum including GST.

In the initial purchase of a corporate uniform approved by the Tablelands Regional Council, such administrative staff will purchase the approved uniform and charge the purchases to Council up to a value of \$495 including 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.

14.6.2 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.

14.6.3 On Call Allowance***Ex Mareeba Shire Council Water and Wastewater Reticulation employees only***

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.

Employees 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 minutes duration) no payment will be made. Payment will be made from time of departure from home to time of arriving back home.

On the last day of this agreement, ex Mareeba Shire Council Water and Wastewater Reticulation employees will receive a one off payment of \$1,400.00 per affected employee and move to the single on-call rate applicable to all other employees under the conditions prescribed in subsequent Agreements.

All other employees

An employee who is required by Council to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of:

- From date of certification 2011 - \$252 per week.(\$36.00 per day - Monday to Sunday including public holidays);
- From 2 July 2012 - \$262.08 per week (\$37.44 per day - Monday to Sunday including public holidays);
- From 1 July 2013 - \$272.56 per week (\$38.94 per day - Monday to Sunday including public holidays)

NB. If the CPI is higher than 4% in Dec 2012, July 2013 values will increase by the relevant amount.

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 officer 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 as 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's salary at prescribed overtime rates.
- Management will post the on call roster at least one (1) month in advance.

14.6.4 Meal Allowance

For the purposes of this Agreement, the overtime Meal Allowances shall be \$15.00.

14.6.5 Tradesman Allowance

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.

14.6.6 Accredited Trainer Allowance

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.

14.6.7 Safety Representative Allowance

Safety Representative Allowance will be paid to the appointed Safety Representatives of \$20 per week whilst carrying out this role.

14.7 OTHER BENEFITS

14.7.1 Employee Development

The parties recognise that in order to increase the efficiency and productivity of 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 applicable rates or where mutually agreed accrue TOIL.

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 which provides for a higher or better entitlement.

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

Compulsory occupational ticket renewal costs will be met by Council on a reimbursement basis.

14.7.2 Travel and Accommodation

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 shall 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 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 employee's 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.

14.7.3 Vacancies

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

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

14.7.4 Permanent and Temporary Transfer

Permanent Transfer

The parties agree that where Council requires an employee to move, relocate or transfer to a new home workplace within the Regional Council, other than as a result of voluntary transfer or appointment/promotion through normal staffing processes, then the employee will be paid:

- compensation of \$35 per working day; plus
- mileage allowance for any additional distance travelled from home to new workplace compared to home to old workplace; plus
- travelling time for any additional distance travelled from home to new workplace compared to home to old workplace.

This compensation is to be capped at 26 weeks, however, if new workplace is closer to home than old workplace then no compensation is to be paid.

Temporary Transfer

The parties agree that where Council requires an employee to participate in a temporary transfer to a different home workplace within the Regional Council, then the employee will be paid:

- mileage allowance for any additional distance travelled from home to new workplace (depot to depot / office to office) compared to home to old workplace; plus
- travelling time for any additional distance travelled from home to new workplace (depot to depot / office to office) compared to home to old workplace.

If the new workplace is closer to home than old workplace then no compensation is to be paid.

15. LEAVE

15.1 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.

15.2 LONG SERVICE LEAVE

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

- Thirteen weeks paid long service leave after completing 10 years of continuous service; and
- A further 13 weeks after a further 10 years of service.
- An employee shall have access to pro-rata long service leave after 7 years continuous service.

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

An employee may by mutual agreement with Chief Executive Officer 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.

15.3 SICK LEAVE

From certification of the Tablelands Regional Council EBA 2009-2011 sick leave rules applied equally to all employees. From certification of this agreement sick leave rules will continue to apply equally and will be as follows:

- 15 day's sick leave will be available per annum for each year of service;
- For accrual calculation purposes 1 day is defined as those hours rostered as such under the relevant award (7.6 hours as applicable for Supervisors on the LGO Award).
- Employees are able to utilise sick leave accruals in increments of hours rather than full days, where required.

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 the Tablelands Regional Council EBA 2009-2011 the sick leave rules were as applicable at the time.

15.4 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.

15.5 BEREAVEMENT LEAVE

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) days with sick leave entitlements being accessed first.

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.

15.6 PARENTAL AND/OR PAID MATERNITY LEAVE

15.6.1 Parental Leave

Employees 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 combinations 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.

15.6.2 Additional Maternity Leave

On application Council will pay ten (10) weeks Maternity Leave at full pay or twenty (20) weeks at half pay, in addition to the new Federal government paid parental leave scheme.

This can either be taken concurrently, or following the taking of the new Federal government paid parental leave scheme.

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 two (2) years but greater than one (1) year's 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.

15.7 STATE EMERGENCY SERVICES/RURAL FIRE BRIGADE

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 ordinary time pay for the period agreed to by Council.

Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by Council and such leave will be recognised for the accrual of entitlements.

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.

Employees who are members of other registered volunteer groups which are providing services to the community during a declared natural disaster, may also be granted access to this leave. This will only be considered based on Council's operational needs being met and is at the discretion of the CEO.

15.8 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.

15.9 NATURAL DISASTER LEAVE

Employees unable to attend work as a result of a declared natural disaster may be granted up to a maximum of three (3) days off work per annum. These three (3) days shall be granted, by the employee satisfying the CEO that they were unable to attend work.

Access to natural disaster leave in other circumstances may be available subject to the discretion of the Chief Executive Officer.

16. OTHER CONDITIONS

16.1 EMPLOYMENT RELATIONS

16.1.1 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.

16.1.2 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 Award.

16.1.3 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 duties.

16.1.4 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.

16.1.5 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.*

16.1.6 Trade Union Entry to the Workplace

Following consultation with relevant management (or Human Resources), authorised 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.

16.2 FITNESS FOR DUTY

Council policy on this topic will be developed and implemented in consultation with employees covered by this agreement and their Unions.

16.3 TRANSITION TO RETIREMENT

During the life of the agreement Council will develop a Transition to Retirement Policy for consultation with the Consultative Committee.

17. SIGNATORIES

Signed for and on behalf of **Tablelands Regional Council**..... Ian Church
In the presence of Noleen Shearer

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 Kathrine Nelson
In the presence of:..... Tneka Springett

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 Firemens'
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) Peter Biagini
In the presence of:..... Adam Carter

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:..... Lisa Butler

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Keith McKenzie
In the presence of:..... Pat Rogers

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees Bradley O'Carroll
In the presence of:..... Simon Ong

Signed for and on behalf of The Association of Professional Engineers,
Scientists and Managers, Australia, Queensland Branch, Union of Employees Michelle Rae
In the presence of:..... Sanne Soby

18. SCHEDULE 1 – LOCAL AREA WORK AGREEMENT(S) (LAWA)

18.1 LOCAL LAWS STAFF

Local Laws Officers 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.

19. SCHEDULE 2 – REMUNERATION SCHEDULES

Schedule of annual pay rates effective as of the certification of this Agreement.

19.1 QUEENSLAND LOCAL GOVERNMENT OFFICERS' AWARD 1998

	4-Jul-11	2-Jul-12	1-Jul-13
	4%	4%	4%
U17	\$22,067.14	\$22,949.82	\$23,867.82
17	\$24,073.24	\$25,036.17	\$26,037.62
18	\$28,085.45	\$29,208.86	\$30,377.22
19	\$32,097.65	\$33,381.56	\$34,716.82
20	\$36,109.86	\$37,554.25	\$39,056.42
1/1	\$40,122.07	\$41,726.95	\$43,396.03
1/2	\$40,979.61	\$42,618.79	\$44,323.55
1/3	\$42,190.84	\$43,878.47	\$45,633.61
1/4	\$43,495.15	\$45,234.95	\$47,044.35
1/5	\$44,835.45	\$46,628.87	\$48,494.02
1/6	\$46,172.02	\$48,018.90	\$49,939.66
2/1	\$47,530.94	\$49,432.17	\$51,409.46
2/2	\$48,869.99	\$50,824.79	\$52,857.78
2/3	\$50,207.81	\$52,216.12	\$54,304.77
2/4	\$51,546.87	\$53,608.74	\$55,753.09
3/1	\$52,883.44	\$54,998.78	\$57,198.73
3/2	\$54,226.22	\$56,395.27	\$58,651.08
3/3	\$55,561.55	\$57,784.02	\$60,095.38
3/4	\$56,904.33	\$59,180.51	\$61,547.73
4/1	\$58,240.91	\$60,570.55	\$62,993.37
4/2	\$59,578.73	\$61,961.87	\$64,440.35
4/3	\$60,920.26	\$63,357.07	\$65,891.36
4/4	\$62,255.60	\$64,745.82	\$67,335.66
5/1	\$63,595.90	\$66,139.73	\$68,785.32
5/2	\$64,932.47	\$67,529.77	\$70,230.96
5/3	\$66,271.53	\$68,922.39	\$71,679.28
6/1	\$68,501.63	\$71,241.70	\$74,091.37
6/2	\$70,732.98	\$73,562.30	\$76,504.79
6/3	\$72,965.57	\$75,884.19	\$78,919.56
7/1	\$75,194.44	\$78,202.21	\$81,330.30
7/2	\$77,428.27	\$80,525.40	\$83,746.41
7/3	\$79,660.86	\$82,847.29	\$86,161.18
8/1	\$82,337.73	\$85,631.24	\$89,056.49
8/2	\$85,015.84	\$88,416.48	\$91,953.14
8/3	\$87,692.72	\$91,200.42	\$94,848.44
8/4	\$90,204.53	\$93,812.71	\$97,565.22
8/5	\$92,716.35	\$96,425.00	\$100,282.01

NB. If CPI Higher in Dec 2012, July 2013 values will increase by relevant amount

19.2 LOCAL GOVERNMENT EMPLOYEES' (EXCLUDING BRISABANE CITY COUNCIL) AWARD - STATE 2003

	Jul-11	Jul-12	Jul-13
	4%	4%	4%
1.1	\$38,932.55	\$40,489.85	\$42,109.44
1.2	\$39,635.32	\$41,220.73	\$42,869.56
2	\$40,338.69	\$41,952.23	\$43,630.32
3	\$41,042.64	\$42,684.35	\$44,391.72
4	\$41,753.10	\$43,423.22	\$45,160.15
5	\$42,483.63	\$44,182.97	\$45,950.29
6	\$44,019.10	\$45,779.87	\$47,611.06
7	\$45,547.96	\$47,369.88	\$49,264.67
8	\$47,087.15	\$48,970.64	\$50,929.46
9	\$48,616.02	\$50,560.66	\$52,583.09

NB. If CPI Higher in Dec 2012, July 2013 values will increase by relevant amount

19.3 ENGINEERING AWARD - STATE 2002

	Jul-11	Jul-12	Jul-13
	4%	4%	4%
C14	\$33,624.07	\$34,969.03	\$36,367.79
C13	\$34,898.58	\$36,294.52	\$37,746.30
C12	\$37,192.70	\$38,680.41	\$40,227.62
C11	\$39,316.88	\$40,889.56	\$42,525.14
C10	\$42,545.64	\$44,247.47	\$46,017.36
C9	\$44,669.82	\$46,456.61	\$48,314.88
C8	\$46,794.00	\$48,665.76	\$50,612.39
C7	\$48,918.18	\$50,874.91	\$52,909.90
C6	\$53,166.54	\$55,293.20	\$57,504.93
C5	\$55,290.72	\$57,502.35	\$59,802.44
C4	\$57,414.91	\$59,711.51	\$62,099.97
C3	\$61,663.27	\$64,129.80	\$66,694.99
C2a	\$63,787.45	\$66,338.95	\$68,992.51
C2b	\$68,035.81	\$70,757.24	\$73,587.53

Apprentice Rates	Jul-11	Jul-12	Jul-13
	4%	4%	4%
Yr 1 - 40% C10	\$17,018.26	\$17,698.99	\$18,406.95
Yr 2 - 55% C10	\$23,400.10	\$24,336.11	\$25,309.55
Yr 3 - 75% C8	\$31,909.23	\$33,185.60	\$34,513.02
Yr 4 - 90% C8	\$38,291.08	\$39,822.72	\$41,415.63

NB. If CPI Higher in Dec 2012, July 2013 values will increase by relevant amount

19.4 **BUILDING TRADES PUBLIC SECTOR AWARD - STATE 2002**

	Jul-11	Jul-12	Jul-13
	4%	4%	4%
BW 1 (a) - New Entrant 85% BT1	\$36,163.79	\$37,610.35	\$39,114.76
BW1(b) - 88% BT1	\$37,440.16	\$38,937.77	\$40,495.28
BW1 (c): 90% BT1	\$38,291.08	\$39,822.72	\$41,415.63
BW1(d): 92.4% BT1	\$39,312.17	\$40,884.66	\$42,520.04
BT1	\$42,545.64	\$44,247.47	\$46,017.36
BT2 105% BT1	\$44,672.92	\$46,459.84	\$48,318.23
BT3 110% BT1	\$46,800.20	\$48,672.21	\$50,619.10
BT130 130% BT1	\$55,309.33	\$57,521.71	\$59,822.57
Apprentice Rates	Jul-11	Jul-12	Jul-13
	4%	4%	4%
Yr 1 - 40% BT1	\$17,018.26	\$17,698.99	\$18,406.95
Yr 2 - 55% BT1	\$23,400.10	\$24,336.11	\$25,309.55
Yr 3 - 75% BT1	\$31,909.23	\$33,185.60	\$34,513.02
Yr 4 - 90% BT1	\$38,291.08	\$39,822.72	\$41,415.63
NB. If CPI Higher in Dec 2012, July 2013 values will increase by relevant amount			

20. APPENDIX 1 - PROCESS FOR REVIEW, APPROVAL AND EVALUATION OF FLEXIBLE WORK ARRANGEMENT PROPOSALS

TABLELANDS REGIONAL COUNCIL

Process for Review, Approval and Evaluation of Flexible Work Arrangement Proposals
Scope

Applies to all staff

Principles

Council takes a principle based approach in assessing the viability of proposals for the introduction and trialling of flexible work arrangements. These principles ensure support of Council's goals including productivity, cost effectiveness, organisational fit and service to internal customers and the community.

Flexible work arrangements proposals must observe the following principles:

- Maintain customer service quality
- Support the work unit's operational procedures
- Be adaptable to required and changing job tasks
- Enhance the opportunity for staff to reconcile work and family life
- Maintain effective operational communication and accountability
- Be written to ensure all parties understand the expectations of the arrangement
- Be based on the business merits of the individual proposal
- Have a specified trial period and review process
- Maintain normal Council customer service hours
- Remain cost neutral in relation to routine overtime and on-call arrangements
- Provide for employee safety, security, and supervision
- Preserve the public image of Council

- Provide a *Win / Win* outcome for all stakeholders

Provisions

Below are provisions that apply to flexible work arrangement proposals.

- A proposal to introduce flexible work practices must be linked to long term workforce management strategies for attracting and maintaining a skilled workforce, and the introduction of workplace efficiencies.
- Proposals must contain agreed performance measures, agreed between the parties, that are quantifiable and measurable providing a performance criteria specific for the work area.
- Any flexible workplace arrangement will be for the period of the Tablelands Regional Council Enterprise Bargaining Agreement 2011 - 2014 only, and will also be evaluated annually to ensure viability against the specified agreed performance measures.
- Impacts of the flexible arrangements on the Department, or across Council must be considered with all employees affected understanding the impacts of the proposed arrangement on pay, benefits, position status or lifestyle.
- Proposals for trialling flexible work arrangements must be on the basis of a work team or activity.
- Flexible work arrangements when in place must not deviate from those approved.
- All proposals must be in accordance with all relevant legislation and all Council WH&S policies and administration instructions.

Developing a Proposal

Supervisors and managers must respond to proposals for flexible arrangements from employees in a timely manner and keep all parties informed of the process.

Proposals can include a combination of proposed work hours.

Supervisors and managers must consider each proposal on its own merits, and give equal consideration to all requests. Assistance from Human Resources Group may be sought if necessary. It is reasonable that all proposals should be processed within a minimum of a 6 week period.

Once the employee/s have put forward a request to the supervisor/manager to introduce flexible work arrangements the parties should work collaboratively in determining if flexible work arrangements would be viable for the area, and if so, how they could be implemented and evaluated.

Supervisors and managers must provide reasonable assistance in the development of a proposal in relation to the gathering and development of relevant agreed performance measures and the provision of financial information necessary to the proposal.

The parties must also be prepared to consider alternatives to the proposed arrangements that may arise through negotiation and also explore the possibility of introducing further efficiency measures that may provide further mutual benefit to the parties.

If agreement is reached between the parties a written proposal must be prepared. The supervisor / manager and the employees then sign the proposal together for the next step in the process of executive approval.

If the proposal is not supported by the supervisor /manager it must be clarified with the employee/s why it cannot be supported. Should the reasons to reject a proposal be considered unfair by the employees, the avenue of appeal is via Council's *Grievance Policy and Procedure*..

Steps in Drafting a Proposal

- Consider all options to determine what arrangement provides the required flexibility.
- Obtain support of all employees that will be affected.

- Draft a proposal for submission in collaboration with the supervisor/manager with an appropriate trial period to a maximum of 6 months.

In preparing the final proposal use the following document structure:

- Section Name
- Names of employees seeking the arrangements
- Describe the primary objectives of the work section
- Detail current responsibilities of the work section
- List current operating hours of the Section and what the proposed modified hours will be
- Fully quantify the benefits to Council and the community that would flow from the flexible arrangements
- Provide detail of the financial impacts to specify what will be the actual costs or savings
- Provide a description of how a benchmark of agreed performance measures will be established and ongoing data collected to show how the unit is performing against these agreed performance measures.
- Outline how the existing and any new agreed performance measures, will be applied and measured and used to evaluate the success of the flexible arrangements in delivering the stated benefits. These agreed performance measures may include:
 - Call out numbers
 - Operating costs
 - Unexplained Absenteeism levels
 - Overtime usage
 - Programmed work backlog numbers
 - Service delivery targets
 - Staff motivation and engagement (possibly surveys)
 - Customer service quality
- List Council areas upon which the Section's work impacts and describe measures to minimise any service delivery impacts. Consider:
 - Impacts to call-out and on-call rosters
 - Impacts on overtime/ toil
 - Impacts on usage of Council assets
 - Impacts on customer service and standards
 - Impacts on other Council areas/departments.

Executive Approval

If a proposal is approved at supervisor/manager level in accordance with the above process it is then forwarded for review by the Executive. Steps are as follows:

- The proposal is assessed by the relevant General Manager (GM), and where required discussed with Executive Management Team. If the proposal is rejected, a formal letter of response is forwarded outlining the rationale for rejection. The prescribed dispute resolution processes as per the Enterprise Bargaining Agreement will apply.
- If the GM approves the proposal to proceed to the next level of assessment it is forwarded to HR for evaluation. HR evaluates the industrial implications of the request.
- HR makes a recommendation to endorse or reject the proposal, it is then forwarded to the Executive Management Team (EMT) for review.
- The EMT review and approve or reject the proposal.
- Advice of endorsement or rejection is then sent to the parties involved, facilitated through HR.

- Should a proposal achieve final approval the arrangements are invoked under the provisions of the Tablelands Regional Council Enterprise Bargaining Agreement 2011 - 2014 - Clause 13.10.3.
- All relevant provisions as specified in this Process must be included in the document including a detailed review process to monitor ongoing viability of the arrangements.
- The area GM is responsible for the implementation, ongoing management and performance monitoring of approved flexible workplace arrangements.

Modification or Termination of a Flexible Work Arrangement Trial

Supervisors, managers and employees must be responsive to change and must monitor the trial arrangement to ensure it continues to meet the service delivery objectives of the Section, Group, Department and Council. Should the flexible arrangements be found to impact negatively on Council's service delivery it may be necessary to modify or terminate the arrangement.

The process for revising or ending a trial of flexible work arrangements is as follows:

- The supervisor/manager and employee/s jointly review the original proposal and establish it is being applied as was approved.
- If a minor modification is necessary, advise the general manager responsible, make the adjustments and document and communicate the changes.
- If a need for a change to the flexible arrangements is necessary all the employees involved must be consulted and given the reasons. 30 days notice must be given in advance of ending or changing an arrangement.