

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Mackay Regional Council Certified Agreement 2011

*Matter No. CA/2012/15*

Commissioner Thompson

20 April 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 20 April 2012 the Commission certifies the following written agreement:

**Mackay Regional Council Certified Agreement 2011 – CA/2012/15** (as amended).

Made between:

Mackay 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;  
Local Government Association of Queensland Ltd;  
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;  
Queensland Services, Industrial Union of Employees;  
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;  
The Australian Workers' Union of Employees, Queensland;  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;  
The Electrical Trades Union of Employees Queensland; and  
United Voice, Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 20 April 2012 and shall operate from 20 April 2012 until its nominal expiry on 30 June 2014.

This agreement replaces Mackay Regional Council Certified Agreement (CA/2009/7).

By the Commission.

Commissioner Thompson

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – certifying an agreement***MACKAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2011**

## APPLICATION FOR CERTIFICATION OF AGREEMENT

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#### **PART ONE – GENERAL PROVISIONS**

##### **1. TITLE**

This Agreement shall be known as the Mackay Regional Council Certified Agreement 2011.

##### **2. PARTIES BOUND**

The parties to the Agreement are Mackay Regional Council, its employees and the following Unions:

AMEPKU	Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
AWU	The Australian Workers' Union of Employees, Queensland
CFMEU	The Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland
ETU	The Electrical Trades Union of Employees Queensland
FEDFA	Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
UV	United Voice, Industrial Union of Employees, Queensland
PGU	Plumbers and Gasfitters Employees' Union Queensland, Union of Employees
QSU	Queensland Services, Industrial Union of Employees

##### **3. APPLICATION (COVERAGE)**

- 3.1 This Agreement shall be read and interpreted wholly in conjunction with the relevant parent awards listed in clause 5.1 of this Agreement, provided that where there is any inconsistency between this Agreement and the relevant parent award, this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement is silent on any matter, the relevant parent award conditions shall apply.
- 3.2 This Certified Agreement shall apply to and be binding on the Unions who are parties to this Agreement, Mackay Regional Council and all of its employees (except where specifically excluded within this Agreement) excluding the Chief Executive Officer, the contracted Directors, the contracted Executive Managers and the contracted Program Managers.

#### 4. DATE AND PERIOD OF OPERATION

- 4.1 This Agreement shall operate from the date of certification of this Agreement by the Queensland Industrial Relations Commission. Salaries and wages will be paid at the rates as per Schedules A, B and C with effect from 1 July 2011.
- 4.2 This Agreement shall expire on 30 June 2014.
- 4.3 The parties undertake to commence discussion on a replacement certified agreement no less than six (6) months prior to the nominal expiry of this Agreement.

#### 5. CALLING UP THE AWARD AS A SAFETY NET TO THE AGREEMENT

- 5.1 This Agreement shall be read and applied wholly in conjunction with the terms of the following:
- *Building Trades Public Sector Award – State 2002*
  - *Biostil Plant – Sarina Distillery Enterprise Award – State 2005*
  - *Engineering Award – State 2002*
  - *Sugar Industry Award 2005*
  - *Theatrical Employees Award – State 2003*
  - *Queensland Local Government Employees (excluding Brisbane City Council) Award 2003 – State*
  - *Queensland Local Government Officers' Award 1998*
- 5.2 Where there is any inconsistency between this Agreement and the applicable awards, this Agreement shall prevail to the extent of the inconsistency.
- 5.3 Where this Agreement is silent, the terms of the parent awards shall apply.

#### 6. NO EXTRA CLAIMS

- 6.1 The parties to this Agreement agree not to pursue any further claims during the duration of this Agreement.
- 6.2 The parties agree that any variation that may occur to an award entitlement during the life of this Agreement, that provides a more generous entitlement than those prescribed by this Agreement, will apply.
- 6.3 The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement.

#### 7. DEFINITIONS

- 7.1 'Act' shall mean the *Queensland Industrial Relations Act 1999*.
- 7.2 'Apprentice' shall mean a apprentice as defined by the *Vocational Educational, Training and Employment Act 2000* who is engaged in a relevant full time apprenticeship with MRC.
- 7.3 'Award' shall mean all relevant parent awards listed in this Agreement.
- 7.4 'CEO' means the Chief Executive Officer of the Mackay Regional Council.
- 7.5 'Commission' shall mean the Queensland Industrial Relations Commission constituted pursuant to the Act.
- 7.6 'Commissioner' shall mean a Commissioner of the Commission.
- 7.7 'Employee' shall mean an employee of Mackay Regional Council.
- 7.8 'Employer' shall mean the Mackay Regional Council.
- 7.9 'Entertainment Precinct' shall mean MECC.
- 7.10 'Hourly rate' or an 'employees' hourly rate' shall mean the Agreement rate of pay prescribed by this

Agreement for the work performed divided by the number of hours which constitute the employee's ordinary working week.

- 7.11 'MECC' shall mean the Mackay Entertainment and Convention Centre.
- 7.12 'MRC' shall mean Mackay Regional Council.
- 7.13 'Nominated representative' shall mean in relation to an employee, a person selected by the employee to assist or represent the employee. The person may be either another employee of MRC or, at the request of the employee, an officer or employee of the relevant Unions, or any person chosen by the employee who does not present a conflict of interest (but not if such a person is a currently practicing solicitor or barrister).
- 7.14 'Outdoor staff' shall mean employees covered by any of the following parent awards as detailed below:
- 7.14.1 *Building Trades Public Sector Award – State 2002*
- 7.14.2 *Biostil Plant – Sarina Distillery Enterprise Award – State 2005*
- 7.14.3 *Engineering Award – State 2002*
- 7.14.4 *Sugar Industry Award – 2005*
- 7.14.5 *Theatrical Employees Award – State 2003*
- 7.14.6 *Queensland Local Government Employees (Excluding Brisbane City Council) Award 2003 - State*
- 7.15 'RDO' shall mean Rostered Day Off.
- 7.16 'Salaried Officers' shall mean employees covered by any of the following parent awards as detailed below:
- 7.16.1 *Queensland Local Government Officers Award 1998*
- 7.17 'Scheme' shall mean the LGSuper Scheme.
- 7.18 'TOIL' shall mean Time Off in Lieu.
- 7.19 'Trainee' shall mean a trainee as defined by the *Vocational Educational, Training and Employment Act 2000* who is engaged in a relevant traineeship of at least a twelve (12) month period with MRC. So there is no doubt, any other form of trainee will not be covered by this Agreement.
- 7.20 'Unions' shall mean and refers to the union/s as outlined in clause 2 of this Agreement.

## **8. PURPOSE AND OBJECTIVES OF THE AGREEMENT**

- 8.1 Background to the Agreement:
- 8.1.1 The aim of this Agreement is:
- To improve productivity and efficiency within MRC.
  - To facilitate greater flexibility of working arrangements within the framework of this Agreement.
  - To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement.
  - To provide the time, resources, processes and people for the above to occur.
- 8.2 Objectives of the Agreement:
- 8.2.1 Increase both accountability and responsiveness to the community and deliver significant benefits to the customers of MRC.
- 8.2.2 Participation by MRC, management, employees and their union/s where appropriate, and customers in the continuous improvement process, particularly in the development of more

- efficient work practices and quality improvement.
- 8.2.3 Use of MRC's best endeavours to maintain employment security for all current employees.
- 8.2.4 Achieve 'best practice' in all areas of MRC and equal opportunity, occupational health and safety and environmental performance.
- 8.2.5 Develop a team approach and a more cooperative working environment.
- 8.2.6 Prevent discriminatory practices and procedures.
- 8.2.7 No employee shall be disadvantaged in respect of the following as a result of the implementation of this Certified Agreement.
  - a. Employment security.
  - b. Wage/salary and conditions of employment.
  - c. Career structure.
  - d. Occupational health and safety.

## **9. PRODUCTIVITY AND EFFICIENCY MEASURES**

- 9.1 Productivity Measurement
  - 9.1.1 The parties agree that quantitative measurement of productivity is difficult in the service sector, and in Local Government in particular.
  - 9.1.2 The parties recognise that improved service to the public and internal clients constitutes a productivity increase within MRC.
  - 9.1.3 Where possible, the parties will aim to improve the quality, efficiency and accessibility of client service.
- 9.2 Productivity and Efficiency Improvements
  - 9.2.1 All parties agree and commit to achieving improvement in productivity and efficiency.

## **PART TWO – TERMS OF EMPLOYMENT**

### **10. TYPES OF ENGAGEMENT**

#### **Types of Engagement for Salaried Officers**

- 10.1 Employees under this Agreement will be employed in one (1) of the following categories:
  - Full time employment;
  - Part time/job share employment;
  - Casual employment;
  - Maximum term employment.
- 10.2 Upon engagement, the employer shall provide to an employee details of their employment in writing stipulating the terms of their engagement and in particular whether they are to be full time, part time/job share, casual or maximum term and:
  - The basis of their employment;
  - The duties required (position description);
  - Any specific periods of work;
  - The rate of pay;
  - Location of appointment.
- 10.3 Full Time Employment
  - 10.3.1 Full time employment means employment which requires the employee to work thirty six (36) and a quarter ( $\frac{1}{4}$ ) hours per week or such ordinary hours as determined in accordance with this Agreement. Full time employment does not include part time/job share, casual or maximum term employment as defined by this Agreement.
- 10.4 Part Time Employment
  - 10.4.1 Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee for which all Agreement entitlements are paid on a pro-rata basis.

- 10.4.2 At the time of engagement, the employer and the part time employee will agree in writing on a pattern of work relevant to the position.
- 10.4.3 A part time employee employed under the provisions of this clause must be paid at an ordinary hourly rate calculated by dividing the annual agreement salary for the classification in which the employee is employed by fifty two (52) and dividing the result by thirty six (36) and a quarter (¼).
- 10.4.4 Part time employees will be paid at ordinary time when they agree to work additional hours up to the ordinary hours of a full time employee. Overtime will apply after exceeding seven (7) and a quarter (¼) hours per day or thirty six (36) and a quarter (¼) ordinary hours per week in the same way that it applies to a full time employee.
- 10.4.5 A part time employee may refuse, and the employer must not attempt to force, a part time employee to work any hours over and above their normal part time hours in circumstances that would be unreasonable having regard to:
- any risk to the employee's health and safety;
  - the employee's personal circumstances including any family responsibilities;
  - the needs for the workplace and enterprise;
  - the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse it;
  - any other relevant matter.

#### 10.5 Job Share Employment

- 10.5.1 Any permanent full time position may be filled by two (2) part time 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 employer. The parties to this Agreement agree that job sharing arrangements do not require an equal (50:50) division of the position. The arrangements of the job share will be contained in a written agreement signed by the individual employees' concerned, relevant supervisor and CEO or delegated authority.
- 10.5.2 Employees so employed shall be engaged as per the provisions of the Agreement, with all entitlements provided on a pro-rata basis. All arrangements made pursuant to this clause shall be subject to an annual review process in accordance with the performance appraisal process, in order to assess the effectiveness of the position being performed in this manner.

#### 10.6 Casual Employment

- 10.6.1 Casual employee shall mean an employee engaged and paid as such, who is employed on an hourly basis with a minimum engagement period and whose employment is subject to termination with at least one (1) days notice that his/her services are no longer required.
- 10.6.2 For casual employment, Saturdays and Sundays are to be regarded as ordinary time days. Casual employees are able to work any five (5) out of seven (7) days at ordinary rates between the hours of 6:00am and 9:30pm.

The ordinary hours of duties for casual employees shall be a maximum of thirty six (36) and a quarter (¼) per week or seven (7) and a quarter (¼) per day.

##### 10.6.3 Minimum Period of Engagement – Casual Employee

Casual employees shall be engaged for a minimum period of two (2) hours on each engagement or be paid for a minimum of two (2) hours at the appropriate casual rate. In the absence of one (1) days notice of non-requirement of services (cessation of engagement), any rostered times within the twenty four (24) hours of the notice period will be paid.

##### 10.6.4 Rates of Pay – Casual Employee

The ordinary hourly rate of pay of casual employees shall be ascertained by dividing the annual salary for the classification in which the employee is employed by fifty two (52) and dividing the resultant answer by thirty six (36) and a quarter (¼) and adding the following loadings:

- a. For all casual employees who commenced with MRC prior to the lodgement of the Mackay Regional Council Certified Agreement 2008 and who for a period of at least twelve (12) months regularly worked in excess of ten (10) hours per week:

<b>For all Ordinary Time Worked Between</b>	<b>Loading on Hourly Rate</b>
Monday – Friday 6:00 am to 6:00 pm	25%
Monday – Friday 6:00 pm to 9:30 pm and Saturday 6:00 am to 12 noon	31%
All other times	75%

- b. For all other casual employees:

<b>For all Ordinary Time Worked Between</b>	<b>Loading on Hourly Rate</b>
Monday – Friday 6:00 am to 6:00 pm	25%
All other times	31%

#### 10.6.5 Overtime – Casual Employee

All time worked by a casual employee outside or in excess of the ordinary hours of duty shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Monday to Friday; plus 100% on Saturday and Sunday.

#### 10.6.6 Casual Conversion

Casual employees who have been employed for consistent hours for a period in excess of twelve (12) months will be provided with the opportunity apply for appointment on a permanent basis.

In considering these applications, MRC will not unreasonably refuse, providing:

- Management believes a continuing need exists; and
- The agreed scheduled hours are at ordinary time.

#### 10.6.7 Other Conditions – Casual Employee

The provisions of the following clauses shall not apply to casual employees: 12, 13, 14, 28, 30, 31, 40 and 41. All other provisions of the Agreement shall apply except to the extent they are superseded or modified by the provisions of this clause.

#### 10.6.8 Caring Responsibilities

- Subject to the satisfactory evidentiary and notice requirements in 10.6.1, casual employees are entitled to not be available to attend work or to leave work:
  - if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child; or
  - upon the death in Australia of an immediate family or household member.
- The employer and the employee shall agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of an agreement, the employee is entitled to be unavailable to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### 10.7 Maximum Term Employee

#### 10.7.1 Maximum term employment means employment for a specified period of time for a



specified task and which (subject to “notice of termination” requirements) may be terminated at any time by the employer or by the employee.

- 10.7.2 A maximum term contract can be terminated in accordance with clause 10.7.3 of this Agreement by the employer, only in any one of the following circumstances:
- By written agreement with the employee;
  - In the event of an employee’s “incapacity” which prevents the employee from performing his or her duties under the Agreement;
  - Without notice in the event of misconduct;
  - By providing the employee with six (6) months pay in lieu of notice or the pay due to the employee for the balance of the contract, whichever is the lesser amount;
  - The employer and the employee may agree in writing that the six (6) months pay in lieu of notice period (or the balance of the contract), in whole or part, will be worked by the employee.
- 10.7.3 An employee employed on a maximum term contract in accordance with this clause may terminate a contract by the giving of four (4) weeks’ notice or the forfeiture of salaries for any shortfall in the four (4) weeks period of notice.
- 10.7.4 This Agreement shall apply to an employee employed on a maximum term contract, except to the extent that the Agreement expressly provides that it does not apply.

#### **Types of Engagement for Outdoor Staff**

- 10.8 Employees under this Agreement will be employed in one of the following categories:
- Full time employment;
  - Part time/job share employment;
  - Casual employment;
  - Maximum term employment.
- 10.9 Upon engagement, the employer shall provide to an employee details of their employment in writing stipulating the terms of their engagement and in particular whether they are to be full time, part time/job share, casual or maximum term and:
- The basis of their employment;
  - The duties required (position description);
  - Any specific periods of work;
  - The rate of pay;
  - Location of appointment.
- 10.10 Full Time Employment
- Full time employment means employment which requires the employee to work thirty eight (38) hours per week or such ordinary hours as determined in accordance with sub-clause 12.8 and 12.9. Full time employment does not include part time/job share, casual or maximum term employment as defined by this Agreement.
- 10.11 Part Time Employment
- 10.11.1 Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee for which all Agreement entitlements are paid on a pro-rata basis.
- 10.11.2 At the time of engagement the employer and the part time employee will agree in writing on a pattern of work relevant to the position and the number of ordinary hours worked per day. These hours can be modified at any time mutually agreed between MRC and the relevant part time employee.
- 10.11.3 A part time employee employed under the provisions of this clause must be paid at an ordinary hourly rate calculated by dividing the annual Agreement salary for the classification in which the employee is employed by fifty two (52) and dividing the result by thirty eight (38).

10.11.4 Part time employees will be paid at ordinary time when they agree to work additional hours up to the ordinary hours of a full time employee. Overtime will apply after exceeding seven (7) hours and thirty six (36) minutes per day or thirty eight (38) ordinary hours per week in the same way that it applies to a full time employee.

10.11.5 A part time employee may refuse and the employer must not attempt to force a part time employee, to work any hours over and above their normal part time hours in circumstances that would be unreasonable having regard to:

- a. any risk to the employee's health and safety;
- b. the employee's personal circumstances including any family responsibilities;
- c. the needs for the workplace or enterprise;
- d. the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse it;
- e. any other relevant matter.

#### 10.12 Job Share Employment

10.12.1 Any permanent full time position may be filled by two (2) part time 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 employer. The parties to this Agreement agree that job sharing arrangements do not require an equal (50:50) division of the position. The Arrangements of the job share will be contained in a written agreement signed by the individual employees' concerned, relevant supervisor and CEO or delegated authority.

10.12.2 Employees so employed shall be engaged as per the provisions of the Agreement, with all entitlements provided on a pro-rata basis. All arrangements made pursuant to this clause shall be subject to an annual review process in accordance with the performance appraisal process, in order to assess the effectiveness of the position being performed in this manner.

#### 10.13 Casual Employment

10.13.1 Casual employee shall mean an employee engaged and paid as such. It must be stipulated at the commencement of engagement that the employee is engaged on a casual basis.

10.13.2 MRC shall give a casual employee at least one (1) days notice prior to the service of a casual being required or not being required.

10.13.3 In the absence of one (1) days notice of non-requirement of services (cessation of engagement), any rostered times within the twenty four (24) hours of the notice period will be paid.

10.13.4 For casual employment, Monday to Friday are to be regarded as ordinary time days. Casual employees are able to work at ordinary rates between the hours of 6:00am and 6:00pm.

10.13.5 The ordinary hours of duties for casual employees shall be a maximum of thirty eight (38) per week or seven (7) hours thirty six (36) minutes in any one day.

##### 10.13.6 Rates of Pay – Casual Employee

The ordinary hourly rate of pay of casual employees shall be ascertained by dividing the annual salary for the classification in which the employee is employed by fifty two (52) and dividing the resultant answer by thirty eight (38) and adding the following loadings:

For all casual employees

<b>For all Ordinary Time Worked Between</b>	<b>Loading on Hourly Rate</b>
Monday – Friday 6:00 am to 6:00 pm	25%

##### 10.13.7 Overtime – Casual Employee

All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed by clause 10.13.5 shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Monday to Friday for the first three (3) hours and 100% thereafter, and 100% on Saturday and Sunday.

- 10.13.8 At the time of engagement, MRC and the casual employee may agree in writing on a pattern of work and the number of ordinary hours worked per day relevant to the casual employee's position. This can be modified at any time by mutual agreement between MRC and the relevant casual employee.

10.13.9 Casual Conversion

Casual employees who have been employed in the same position for consistent hours and for a period in excess of twelve (12) months will be provided with the opportunity to apply for appointment on a permanent basis.

In considering these applications, MRC will not unreasonably refuse, providing:

- a. Management believes a continuing need exists; and
- b. The agreed scheduled hours are at ordinary time.

10.13.10 Caring Responsibilities

- a. Subject to the satisfactory evidentiary and notice requirements in 10.13.1, 10.13.2, and 10.13.3 casual employees are entitled to not be available to attend work or to leave work:
  - if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child; or
  - upon the death in Australia of an immediate family or household member.
- b. The employer and the employee shall agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of an agreement, the employee is entitled to be unavailable to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

10.13.11 Maximum Term Employment

Maximum term employment means employment for a specified period of time for a specified task and which (subject to "notice of termination" requirements) may be terminated at any time by the employer or by the employee.

A maximum term contract can be terminated by the employer, only in any one of the following circumstances:

- a. By written agreement with the employee;
- b. In the event of an employee's "incapacity" which prevents the employee from performing his or her duties under the Agreement;
- c. Without notice in the event of misconduct;
- d. By providing the employee with six (6) months pay in lieu of notice or the pay due to the employee for the balance of the contract, whichever is the lesser amount;
- e. The employer and the employee may agree in writing that the six (6) months pay in lieu of notice period (or the balance of the contract), in whole or part, will be worked by the employee.

- 10.13.12 An employee employed on a maximum term contract in accordance with this clause may terminate a contract by the giving of four (4) weeks' notice or the forfeiture of salaries for any shortfall in the four (4) weeks period of notice.

- 10.13.13 This Agreement shall apply to an employee employed on a maximum term contract, except to the extent that the Agreement expressly provides that it does not apply.

## **11. DISPUTE RESOLUTION PROCESS**

Effective communication between employees and MRC management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain efficient and sound working relationships.

In the event of any grievance arising and/or disagreement between MRC and its employee/s in relation to this Agreement or any work related matter the following procedures shall be applied:

### Step One

Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with their immediate supervisor who will endeavour to resolve the matter within twenty four (24) hours, wherever possible. The employee may request representation from their unions or nominated representative.

### Step Two

If the matter is not resolved at Step One, the employee/s shall discuss the matter/s at issue with the next higher level of management. The employee/s may elect to be represented by an elected workplace delegate and/or an authorised officer of the relevant union/s or the employees' nominated representative. This should occur within forty eight (48) hours, wherever possible.

### Step Three

Should the grievance remain unresolved, the matter should then be referred to the CEO or delegated person of authority, and the employee may elect to be represented by an elected workplace delegate and/or authorised officer of the relevant union/s or the employees' nominated representative who will attempt to facilitate a resolution. This shall occur within seven (7) days wherever possible.

If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved, arbitration. The decision by the Queensland Industrial Relations Commission will be binding on all parties to the dispute.

Whilst the grievance and disputes procedure is being followed, the "status quo" continuation of work and customary work practices shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such time as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.

Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

## **PART THREE – HOURS OF WORK**

### **12. SPAN AND SPREAD OF HOURS**

#### Hours of Work for Salaried Officers

- 12.1 The ordinary hours of work for all salaried officers shall be in accordance with the hours clauses contained within the *Queensland Local Government Officers Award 1998*.
- 12.2 The ordinary hours of work shall be thirty six (36) and a quarter ( $\frac{1}{4}$ ) hours per week or seven (7) and a quarter ( $\frac{1}{4}$ ) hours per day to be worked Monday to Friday inclusive, between the hours of 6:00am and 6:00pm except where the employer notifies an employee that the employee is to work his or her ordinary hours of duty in accordance with 12.3, 12.5 and 13 below.
- 12.3 The employer and employee, who may be represented by a nominated representative, may agree that the ordinary hours of duty may be worked on any five (5) out of seven (7) days per week including

Saturday and Sundays or the ordinary hours may be altered as to the spread of hours.

- 12.3.1 Any alteration to the ordinary span of hours, start/finish times or spread of days on which the employee works must be by agreement in writing, with no compulsion by either party to agree.
- 12.3.2 Where an employee agrees to alter the spread of days for the ordinary hours of work (e.g. any five (5) days in seven (7)), MRC shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on Sunday.
- 12.3.3 Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request and MRC shall not be liable for the weekend penalty rates.
- 12.3.4 Where MRC seeks to alter the ordinary span of hours, start/finish times or spread of days for a new or vacant position, they must refer the matter to the relevant union or nominated representative for consultation in accordance with clause 39 – Workplace Change Notification provisions of this Agreement, prior to advertising the position.
- 12.4 Where a work group requests or is requested to extend their ordinary hours outside of the range allowed, all individuals (who may be represented by a nominated representative) within the work group will be bound to do so by the consent of the majority of the individuals within that work group.
- 12.5 The ordinary hours of duty of employees having other workers under their immediate supervision shall, if so determined by the employer, be the same as the ordinary hours of the workers supervised, subject to the conditions prescribed by 12.5.1, 12.5.2 and 12.6 hereunder, provided that this clause shall not apply to employees holding professional qualifications and for the purpose of this clause Engineering Surveyors shall be deemed to be included in that category.
  - 12.5.1 Where supervisors/foremen are required by the employer to work a thirty eight (38) hour week to supervise staff working a thirty eight (38) hour week, Supervisors/Foremen will be remunerated for thirty eight (38) ordinary hours per week paid at ordinary time.
  - 12.5.2 The ordinary time paid rate (hourly) for supervisors/foremen required to work thirty eight (38) hours per week will be calculated by the applicable rate in Schedule A divided by  $52 \div 36\frac{1}{4}$ .
- 12.6 Such employees shall, whilst supervising outdoor staff covered by this Agreement, who are in receipt of allowances or special rates, as listed hereunder, be paid such allowances in the same terms and for the same periods as those applicable to the workers. This will apply when such employees are actually subject to the disabilities which attract those allowances or special rates.
  - 12.6.1 The construction, re-construction, alteration, repair and/or maintenance allowance.
  - 12.6.2 Any special site rate prescribed by way of compensation for disabilities associated with work on a particular construction site or project.
  - 12.6.3 Any other work disability rate or allowance to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions.
  - 12.6.4 Where an employee is entitled to an allowance under any other provision of this Agreement and is also entitled to a special site rate or disability allowance under this clause in respect of the same disability, such employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.
  - 12.6.5 12.6 and 12.6.1 to 12.6.4 of this clause shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, industry payments or increments for service, tool allowances or allowances available to special classes of employees in consideration of circumstances unrelated to general industry conditions.

Further, the term “workers” shall include all employees whose classifications are contained within this Agreement.

- 12.7 Employees Required to Work Unusual Working Hours Not Classed as Shift Work

This clause shall apply to employees in Civic Centres and employees who attend to the community development and welfare needs to the community.

- 12.7.1 Such employees who are required to work unusual hours shall be paid a 15% loading of ordinary salary to compensate the employee for working irregular hours. The ordinary working hours of these employees shall not exceed seven (7) and a quarter ( $\frac{1}{4}$ ) hours on any one (1) day or thirty six (36) and a quarter ( $\frac{1}{4}$ ) hours in any one (1) week.
- 12.7.2 Such ordinary working hours shall be worked on any five (5) days, Monday to Saturdays (both days inclusive), according to a roster which shall provide for two (2) consecutive days off each week. The roster shall be prepared and displayed to the employees concerned at least two (2) weeks in advance and shall not be varied, except by mutual arrangement between the employee and the employer.
- 12.7.3 The ordinary daily hours shall be worked continuously except for meal breaks of not less than half an hour or more than one (1) hour's duration, which shall not be counted as working time, to be taken at times mutually arranged.
- Provided that no employee shall be required to work continuously for more than five (5) hours without a meal break and if such meal break is not given, double time shall be paid for all time worked after the fifth hour until a meal break of half an hour is given or the employee ceases work, whichever is the earlier.
- 12.7.4 Within the above mentioned limits, the employer shall have the right of fixing starting times, ceasing times and meal times and such times shall not be altered without giving at least five (5) days notice. Such notice is to be exhibited so as to be readily available to the employee affected.

#### **Hours of Work for Outdoor Staff**

- 12.8 For outdoor staff, the standard hours of work shall be from 6:00am to 6:00pm Monday to Friday.
- 12.9 If MRC intends to adjust starting and/or finishing times prior to 6:00am and/or after 6:00pm, they are to consult with affected staff and gain consent with the majority of affected staff prior to commencement of the change.
- 12.10 Where a work group requests or is requested to extend their ordinary hours outside of the range allowed in the relevant parent award, all individuals (who may be represented by a nominated representative) within the work group will be bound to do so by the consent of the majority of the individuals within that work group.
- 12.11 Call-out Roster
- A call-out roster will be maintained for plant operators.
- 12.12 Night Work
- 12.12.1 In the circumstances set out below, employees, upon seven (7) days notice, may be required to work all or part of their ordinary hours between 7:00pm and 5:00am Monday to Friday to facilitate works in the public areas where major disruption would otherwise occur. These may include, but are not limited to:
- Line marking;
  - Road and bridge maintenance and construction;
  - Traffic system maintenance;
  - Concrete pours in extreme climatic conditions;
  - Public road safety works;
  - Water and sewerage maintenance and construction;
  - Restriction of public access to business premises.
- 12.12.2 Provided that in relation to a response to an emergency or disaster, where urgent repair work is necessary for at least two (2) consecutive nights, the seven (7) days notification may be waived, with immediate advice provided to relevant union/s.

- 12.12.3 Any extension to the above circumstances will be by agreement of the majority of employees affected and the relevant union/s.
- 12.12.4 All such ordinary time hours worked between 7:00pm and 5:00am shall incur a penalty of 50% for all hours so worked.
- 12.12.5 These arrangements will apply to:
- Periods from one (1) week and up to four (4) weeks;
  - Period beyond four (4) weeks only within the agreement of the majority of employees affected and the relevant union/s.
- 12.12.6 The hours of duty shall be inclusive of a thirty (30) minute paid meal break.
- 12.12.7 Overtime worked following night work, between 7:00pm and 5:00am will be paid at double time for the first three (3) hours and double time and a half thereafter. Provided that only in exceptional circumstances may the employer require an employee to work overtime beyond the agreed ordinary hours in any one (1) night.
- 12.12.8 Where, in an emergency, urgent repair work is done at night for less than one (1) week, it will be regarded as ordinary daily hours and incur a penalty based on the overtime penalty.
- 12.12.9 In the circumstances set out below, employees may be required to work their ordinary hours on any five (5) consecutive days out of seven (7), Monday to Sunday inclusive:

Application:

- a. For works where undertaking work in Saturday and/or Sunday can provide:
- Improved productivity through better access to roads when traffic volumes are lower;
  - Significant reductions in traffic disruption/delay;
  - Reduced disruption of access to business or education premises;
  - Reduced exposure to safety hazards for workers; and/or
  - Less night time noise in urban residential areas (where work might otherwise be done at night).
- b. In workshops where employees are required to maintain or repair plant and equipment on days when construction or maintenance crews are not working to minimise down-time on site; or workshops, laboratories or offices, where necessary, to support construction and maintenance needs in circumstances set out in (a) above.

Specifically, this provision applies primarily for “on-road” works, which disrupt normal traffic flow and access to adjacent business premises (e.g. pavement works), rather than “off-road” activities that do not interfere with traffic movements (e.g. signage and roadside drainage works). It is intended to apply on roads where large traffic volumes on weekdays (Monday to Friday) restrict the extent of land closures possible and where lower traffic volumes on weekends would allow safer, more productive and/or less disruptive road works to be undertaken.

These arrangements can only apply after full consultation with employees and is intended to apply only to infrequent and short term works.

- c. Provided that this provision to work any five (5) consecutive days out of seven (7) days, Monday to Sunday inclusive, may be extended to other circumstances for more frequent application, subject to agreement of the majority of employees affected and relevant union/s.

### **13. SHIFT WORK**

Shift work provisions, and penalties for employees shall be in accordance with the full provisions of shift work clauses contained with the relevant parent award outlined in clause 5.1 of this Agreement.

Employees are entitled to a ten (10) hour break before the start of any normal shift.

## 14. OVERTIME AND TOIL (TIME OFF IN LIEU)

### Overtime and TOIL for Salaried Officers

- 14.1 Subject to clause 14.2, an employer may require an employee to work reasonable overtime at overtime rates.
- 14.1.1 mutual agreement on the working of extra time is to be reached before the time is worked, except in urgent or emergency situations.
- 14.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 14.2.1 any risk to the employee's health and safety;
- 14.2.2 the employee's personal circumstances including any family responsibilities;
- 14.2.3 the needs of the workplace or enterprise;
- 14.2.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- 14.2.5 any other relevant matter.
- 14.3 Except as otherwise provided in this clause, overtime worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.
- 14.4 The following provisions will apply to an employee in receipt of salary equal to or in excess of the first increment Level 6.1 as detailed in Schedule A of this Agreement (regardless of the employee's leave package):
- 14.4.1 Subject to the provisions set out in the sub clauses below, upon claiming for overtime the employee shall either:
- a. be given time off (TOIL) equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the weekly hours; or
  - b. be given payment of overtime at the appropriate overtime rate.
- Prior agreement on either of these options must be reached by the employer and the employee before undertaking any overtime.
- 14.4.2 TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one half for those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.
- 14.4.3 Employees and Supervisors are to apply all reasonable efforts to enable the time accumulated to be taken off within the six (6) month accumulation period.
- 14.5 By mutual agreement between employees in receipt of salaries prescribed by levels 1 to 5 of the salaries detailed in Schedule A and the employer, the employee may, upon request for overtime, be given TOIL in lieu of overtime payments.
- 14.6 Subject to the provisions set out in the sub clauses below, upon claiming for overtime the level 1 to 5 employee shall:
- Be given payment of overtime at the appropriate overtime rate; or should the employee so elect.
  - Be given time off equivalent to time worked either outside the spread of ordinary hours of any day; or in excess of the weekly hours.

Prior agreement on either of these options must be reached by the employer and the employee before undertaking any overtime.

TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one half for those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.



- 14.7 All overtime worked on Saturdays and Sundays shall be paid at the rate of double time with a minimum payment for three (3) hours.
- 14.8 All work done during the recognised meal period shall be paid for at the rate of double time, with such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.
- 14.9 If the employee is required to leave home to respond to a call for work overtime, they shall be entitled to payment of a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within the three (3) hour period do not trigger additional payments except where work extends beyond the initial three (3) hour period, in which case overtime rates apply for actual time worked. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate, provided that the employee shall not be required to work for such three (3) hours if the work the employee is required to perform is completed within a shorter period.
- 14.10 An employee who works so much overtime between the termination of the employee's ordinary work on the one day and the commencement of the employee's ordinary work the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after the completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If such employee is instructed to resume or to continue work without having had such ten (10) consecutive hours off duty, the employee shall be paid at double ordinary rates until the employee is released from duty for such period and such employee shall be entitled to be absent until such employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- 14.11 Clauses 14.3, 14.4, 14.5 and 14.6 shall not apply to employees performing shift work as defined in clause 13 – Shift Work of this Agreement, who shall be paid overtime as specified in that clause.

#### **Overtime and TOIL for Outdoor Staff**

- 14.12 Subject to clause 14.13, an employer may require an employee to work reasonable overtime at overtime rates. Overtime rates will be per the applicable parent award.
- 14.12.1 Mutual agreement on the working of extra time is to be reached before the time is worked, except in urgent or emergency situations.
- 14.13 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 14.13.1 any risk to the employee's health and safety;
- 14.13.2 the employee's personal circumstances including any family responsibilities;
- 14.13.3 the needs of the workplace or enterprise;
- 14.13.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- 14.13.5 any other relevant matter.
- 14.14 When overtime is worked the employee may wish to accrue TOIL rather than be paid the overtime. The accrual of TOIL must be approved by the appropriate supervisor and approval to accrue TOIL should not be unreasonably withheld. When approved the TOIL will accrue at time for time, that is one (1) hours overtime will accrue as one (1) hours TOIL.
- 14.14.1 TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one half of those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.
- 14.14.2 Employees and supervisors are to apply to all reasonable efforts to enable the time accumulated to be taken off within six (6) month accumulation period.
- 14.14.3 An employees' or supervisors request for TOIL to be taken will not be unreasonably denied.

- 14.15 If the employee is required to leave home to respond to a call for work overtime, they shall be entitled to payment of a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within the three (3) hour period do not trigger additional payments except where work extends beyond the initial three (3) hour period, in which case overtime rates apply for actual time worked. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate, provided that the employee shall not be required to work for such three (3) hours if the work the employee is required to perform is completed within a shorter period. Where the relevant parent award provides for a minimum period greater than three (3) hours then the greater minimum period shall apply for the employees covered by the award.

#### **Annualised Wage/Salary**

- 14.16 Where an employee works irregular hours regularly, they may be offered an annualised wage. Acceptance of such an offer would be at the discretion of the employee.
- 14.17 The annualised wage is designed to annualise overtime that would be earned in peak periods and spread of the year.
- 14.18 To ensure that on balance the employee is not disadvantaged, the employee or employer may elect to revert to normal overtime payments at the conclusion of the twelve (12) month period by giving one (1) months written notice. In the absence of such notice a further twelve (12) month period shall have be deemed to commence.

### **15. MEAL AND REST BREAKS**

#### **15.1 Meal Break**

The ordinary daily hours shall be worked continuously except for meal breaks of not less than half an hour or more than one hour's duration, which shall not be counted as working time, to be taken at times mutually arranged, however the break must commence no later than five (5) hours after starting each day.

#### **15.2 Rest Break**

The parties agree that the employees covered by this Agreement are entitled to take a rest pause in accordance with the relevant parent award outlined in clause 5.1 of this Agreement. That rest pause may be taken either in the morning or afternoon by agreement reached with each employee's supervisor.

#### **15.3 Continuity of Work During Meal Breaks**

- 15.3.1 Where the efficiency of MRC operations may be increased through a job being completed or where being continued for up to one (1) hour beyond the start of the normal meal break, the meal break may be delayed up to a maximum of one (1) hour without penalty.

The normal meal break shall be taken on the completion of the job or when one (1) hour has elapsed.

- 15.3.2 The duration of a meal break, having been determined as a recognised meal break by the employee, may only be altered by mutual agreement. If the parties do not agree, the *status quo* will remain until such time as the Dispute Resolution Procedure at clause 11 is exhausted.

#### **15.4 Part Time Employee – Meal Breaks**

Part Time employees required to continue working for more than five (5) consecutive hours shall be allowed a meal break of thirty (30) minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work performed from the commencement of the fifth hour until the time a meal break of thirty minutes is given or until cessation of work, whichever is earlier.

#### **15.5 Casual Employee – Meal Breaks**

Casual employees required to continue working for more than five (5) consecutive hours shall be

allowed a meal break of thirty (30) minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double rates shall be paid for all work performed until a break of thirty minutes is given or until cessation of work, whichever is earlier.

## **PART FOUR – FLEXIBLE WORKING ARRANGEMENTS**

### **16. FLEXIBLE WORKING AGREEMENT**

- 16.1 The parties agree that flexible work arrangements may be developed by agreement with the affected parties for any program within MRC.
- 16.2 Any existing Agreements are attached to this Agreement in Schedule G.
- 16.3 Flexible working arrangements must satisfy the following four (4) principles:
- Current customer service requirements continue to be maintained;
  - They must be cost neutral;
  - They must be practicable and workable;
  - They must not compromise workplace health and safety.
- 16.4 In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.
- 16.5 The employer is to clearly record all instances where a change has been implemented in accordance with this Agreement.
- 16.6 By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances shall the employer require an employee to work beyond ten (10) ordinary hours per day.
- 16.7 Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Agreement will be modified to the extent necessary to give effect to the new work arrangements, provided that:
- The terms of the new work arrangement are in writing and have been signed by the employer and the employee or their nominated representative;
  - A majority of the employees' whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice has been given.
- 16.8 A copy of any arrangements made pursuant to this clause must be provided to the employee and the employee's nominated representative and shall be read as part of this Agreement.

### **17. SECONDARY REMUNERATION AGREEMENT**

- 17.1 Where a salaried officer at classification level 7 or above, is engaged in a supervisory or technical position and such position requires devotion to such times, attention and/or skills as may be necessary for the efficient discharge of his/her duties, including where necessary, work outside ordinary business hours, then such salaried officer may be offered an agreed secondary remuneration agreement (cash or benefits), in addition to their classification rate which constitutes payment for all the additional hours of work, which may be involved in the carrying out of his/her duties.
- 17.2 Where such secondary remuneration agreement is made and accepted, all other terms and conditions of the Agreement will apply with the exception of the applicable overtime, RDO and TOIL clauses.
- 17.3 To ensure that on balance the employee is not disadvantaged, the employee may elect to revert to the full terms of the Agreement at any time by the giving of one (1) months written notice. Remuneration will revert from that time to the Agreement entitlements applicable to the salaried officer's level. Likewise, MRC reserves its right by the giving of one (1) months written notice to revert the employee to the full terms of the Agreement.

## **18. ROSTERED DAYS OFF ("RDO")**

- 18.1 MRC supports flexible work arrangements that suit both the organisation and the employee to take into account a balance of work and life responsibilities. As a general rule, there will be a nine (9) day fortnight, however there are clear working areas where different arrangements have and will be made.
- 18.2 Maintenance of the nine (9) day fortnight shall continue where appropriate, however various other flexible work arrangements may be offered to employees by mutual agreement in line with organisational and employee requirements.
- 18.3 All applicable positions will be advertised on a nine (9) day fortnight arrangement.
- 18.4 On receipt of two (2) days notice, an employee can be asked to work on a RDO with such RDO to be re-allocated to a mutually agreeable day between the employee and manager, without attracting penalty rates. If a mutually agreeable day cannot be found, penalty rates will apply.
- 18.5 An employee, with the consent of the employer, can bank up to a maximum of five (5) RDOs. Accrued RDOs over the five (5) day limit to be paid out at single time in the next pay period.
- 18.6 Banked RDOs shall be taken at a time mutually agreed between the employee and the employer, and shall be taken within twelve (12) months of the date on which it is accrued.
- 18.7 Where a public holiday falls on an employees' day off, such employees shall be paid a days' wages at ordinary rates or be granted a further days' leave to be taken at a mutually convenient time and if not taken before the next period of annual leave, it shall be added to that entitlement.
- 18.8 Agreement to work an RDO or to take an RDO shall not be unreasonably withheld.

## **PART FIVE – SALARY AND WAGES**

### **19. SALARY AND WAGES**

- 19.1 The salary level, and where applicable increment within each level, for the life of this Agreement are set out in Schedules A, B and C of this Agreement.
- 19.2 The salary increases that have been applied to create these Schedules are as follows:
- 19.2.1 From the first full weekly pay period after 1 July 2011:
- An increase of \$300.00 on existing annual salary scales for outdoor staff and entertainment precinct staff (Schedules B and C), plus
  - a further 3.4% for all staff.
- 19.2.2 From the first full weekly pay period after 1 July 2012 a further 3.4% for all staff.
- 19.2.3 From the first full weekly pay period after 1 July 2013 a further 3.4% for all staff.
- 19.3 Nothing contained within this Agreement shall preclude the employer paying an employee at a higher rate than that prescribed in Schedules A, B and C of this Agreement.
- 19.4 Apprentices will be paid in accordance with the appropriate percentages as defined by the QIRC Order – Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government Entities) 2003 in accordance with the relevant Engineering Persons C10 rate contained in Schedule B of the Agreement.
- 19.5 Trainees will be paid in accordance with the relevant level of the Training Wage Award – State 2003 and not as per Schedules A, B and C of the Agreement.

### **20. PAYMENT OF SALARY AND WAGES**

- 20.1 As of one (1) month following certification of the Agreement, salaries and wages shall be paid weekly, into the nominated accounts on the following Thursday.

- 20.2 MRC will upon certification of the Agreement write to employees who are currently receiving fortnightly pays and advise them of the date for transfer to weekly pays. MRC will also in the written advice to employees outline what assistance MRC's Pay and Benefits Staff are able to offer employees in the changeover to weekly pays.
- 20.3 Payment will be made by electronic fund transfer to a bank, building society or credit unions or other financial institution nominated by the employee receiving the salary or allowance, where the electronic fund transfer is of such an amount as will ensure to the employee payment of salary and allowances in full at the place where payment is tendered.
- 20.4 Should an error occur through no fault of the employee in regards to payment and as a result bank charges are applied to the employee, it is agreed that the MRC will honour all such fees upon receipt of relevant documentation from the employee's financial institution.
- 20.5 Where the employees employment is terminated by the employer (where written notice is given by the employer), all termination pay shall be received the next business day, or if mutually agreed on the next full pay period.

## **21. SALARY INCREMENTS**

### **Salary Increments for Salaried Officers**

- 21.1 Movement to the next highest salary point within a level will be by way of annual increment subject to the employee having given satisfactory performance in accordance with a Staff Development and Appraisal System developed by MRC in consultation with employees who may be represented by their nominated representative in such consultation.
- 21.2 Where MRC has implemented a Staff Development and Appraisal System the initial appraisal is to be conducted in line with the anniversary date (ie twelve (12) months from the commencement with MRC). Subsequent appraisals are to be conducted in line with subsequent anniversary dates, other than in circumstances where the anniversary date has been amended to reflect that the employee has commenced a new role or taken unpaid leave for an extended period of time (ie leave without pay and unpaid maternity leave).
- 21.3 Where MRC fails to conduct the appraisal within two (2) months of the anniversary date falling due, movement to the next highest salary point (where applicable) will not be withheld. The only exceptions being -
- where the employee has been already participating in a performance improvement process and has been notified that the increment will be withheld; or
  - where the employee is absent from the workplace and unable to attend for the appraisal when due, of which the appraisal will be conducted as soon as practical, the applicable increment increase will be paid from the applicable anniversary date subject to satisfactory performance; or
  - where the employee refuses to participate in the appraisal.
- 21.4 Where MRC chooses not to implement a Staff Development and Appraisal System, movement between salary points will occur at yearly intervals.

## **22. JUNIOR RATES OF PAY**

- 22.1 Except as otherwise provided in this clause, MRC will not apply junior rates of pay. All employees will be paid the applicable adult wage rates within this Agreement for the respective classification level and salary increment for all worked performed in accordance with the classifications specified within the applicable parent award for the employee.
- 22.2 During the life of the Agreement should MRC commence or take back a business activity, or, where the payment of junior rates is required due to industry competitiveness or continued sustainability of said business upon written submission to the parties of the Agreement identifying need for junior rates the parties may agree in writing to apply junior rates. In this situation the parties will not unreasonably withhold Agreement.

Sub-clauses 22.1 and 22.2 will not apply to Apprentices and Trainees (as defined) covered by this Agreement, with clauses 19.4 and 19.5 respectively providing salary and wages for Apprentices and Trainees.

## 23. ALLOWANCES

Only allowances entitled will be paid, i.e. In accordance with this Agreement or underpinning award.

### 23.1 Availability / On-Call Allowance

- 23.1.1 Employees covered by this Agreement required to standby for emergency work outside ordinary hours shall be paid an allowance for each day during which they are so required to standby.
- 23.1.2 An employee required to remain on-call during any day and/or night, outside their ordinary working hours, shall be paid \$25 for each day during which he or she remains on-call. This allowance shall increase by 3.4% on 1 July 2012 and 1 July 2013.
- 23.1.3 If the employee is called upon to respond and deal with calls from home, the employee will be entitled to a minimum of one (1) hours pay at ordinary time in addition to the call out allowance. Subsequent calls within the same hour do not trigger additional payments except where work extends beyond the initial minimum one (1) hour or within other paid time.
- 23.1.4 If the employee is required to leave home to respond to a call for work, they shall be entitled to payment of a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within the three (3) hour period do not trigger additional payments except where work extends beyond the three (3) hour period in which overtime rates apply for time worked. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate.
- 23.1.5 An employee whose period of required availability includes or coincides with a public holiday shall be paid an additional days pay at ordinary rates for each public holiday during the period of availability or, at the employee's request, have an additional day added to their leave accrual.
- 23.1.6 Employees required to remain on call must be:
  - Easily contactable;
  - Able to respond within a reasonable period of time appropriate to the call-out;
  - Fit for work;
  - Within reasonable travelling distance of the worksite.

An employee subject to this clause who cannot be reasonable contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowance provided for in this clause.

- 23.1.7 This clause will not apply to employees who have been provided with mutually-agreeable alternative arrangements/benefits to compensate for being available to perform emergency work.

### 23.2 Corporate Uniform/Personal Protection Equipment ("PPE")

Employees will be supplied with either PPE or a corporate uniform allowance, depending on the nature of the employee's work.

#### 23.2.1 Personal Protection Equipment

- 23.2.1.1 All PPE provided to employees will be replaced on a fair wear tear basis subject to the damaged item being handed into MRC's stores.
- 23.2.1.2 MRC will supply each employee, who requires it for approved work purposes, with one (1) waterproof high visibility jacket (style and brand to be determined by MRC).
- 23.2.1.3 Replacement of this jacket is to be on a fair wear and tear basis, subject to the damaged item being handed into MRC's stores.

23.2.1.4 PPE will continue to be issued at engagement, where mandatory.

23.2.1.5 Full time employees will be issued with a five (5) day supply.

#### 23.2.2 Corporate Uniform Allowance

Corporate Uniform allowance as provided within this section will not apply until successful completion of the probationary period.

#### 23.2.3 Full Time Employees

23.2.3.1 The corporate uniform allowance (quoted exclusive of GST) is available as follows:

- Allowance upon commencement of employment \$400
- Subsequent annual allowances \$285

#### 23.2.4 Part Time/Job Share Employees

- The initial allowance (after successful completion of the probationary period) and subsequent annual allowances payable to a full time employee will be payable to a part time/job share employee on the following pro rata basis.
- Part time/job share employees working up to and inclusive of twenty one (21) hours per week will receive 60% of the full time equivalent allowance.
- Part time/job share employees working over twenty one (21) hours per week will receive 80% of the full time equivalent allowance.

#### 23.2.5 Maximum Term Employee/Casual Employees/Trainees

Employees in these categories are not entitled to the corporate uniform allowance however MRC may provide where appropriate. Mandatory PPE will continue to be issued.

23.2.6 The corporate uniform is selected and identified by MRC and is supplied through a MRC contract supplier and is available to the staff in accordance with the contract delivery mechanism.

23.2.7 The corporate uniform allowance is available for the following items of clothing bearing the MRC Logo:

- Shirts, tops and blouses;
- Trousers, shorts and skirts;
- Vests and jackets.

#### 23.3 Safety Boots

23.3.1 MRC will provide safety boots to meet the minimum requirements for the work to be performed. Should an employee elect to purchase their own boots MRC will contribute up to the value of \$140 (exclusive of GST) on a fair wear and tear basis in circumstances where the nature of the work has established the need for such foot protection.

#### 23.4 Trades Persons Allowance

23.4.1 For the purpose of this Agreement, a tradesperson means a qualified tradesperson covered by the *Building Trades Public Sector Award – State 2002*, and *Engineering Award – State 2002*, who is engaged by MRC in the tradespersons respective trade.

23.4.2 An all purpose tradesperson's allowance of \$46.53 per week will be paid as of the date of certification of the agreement. This allowance shall increase by 3.4% on 1 July 2012 and 1 July 2013.

#### 23.5 Working in Unpleasant Conditions Allowance

##### 23.5.1 Live Sewer Allowance

An employee whose occupation is linked to working on sewers and is covered by the *Building Trades Public Sector Award – State 2002* will be paid a live sewer allowance at the rate of ½ times the normal hourly rate of pay for “work under unpleasant conditions” as defined under clause 5.2.31 of the *Building Trades Public Sector Award – State 2002*. Such payment shall continue until the employee finishes work or until the employee is able to change their clothing.

This clause will also apply to all staff for work carried out on live sewers.

#### 23.5.2 Toilet Cleaning Allowance

Employees required to clean toilets or dog/cat pound/s, other than merely by hosing waste through the drain, shall be paid an allowance at the rate of \$5 per day.

#### 23.6 Grave Diggers Allowance

To replace existing allowances for grave digging duties which involve exhumation, human seepage and working in wet holes, MRC employees assigned to such duties may claim double time for the actual time spent on said duties.

#### 23.7 Increase to Allowances

Award based allowances shall increase in accordance with award provisions.

### 24. CLASSIFICATION AND RECLASSIFICATION

24.1 Classification and reclassification provisions shall be applied to employees as per the full provisions of the relevant parent award outlined in clause 5.1.

24.2 Applications must be forwarded to Human Resources in the first instance to ensure registration. Employee will receive written notification that application has been received.

24.3 The reclassification procedure will not exceed a period of three (3) months following the submission of a request for reclassification. In the event of this being exceeded and the Application is successful, the employee shall be back paid to the date three (3) months after the application is made.

24.4 The reclassification procedure will be in accordance with Schedule D of this Agreement.

### 25. HIGHER DUTIES

Higher duties provisions shall be applied to employees as per the full provisions of the employees relevant parent award outlined in clause 5.1 of this Agreement.

#### **Higher Duties for Outdoor Staff**

25.1 Except as otherwise provided in this clause, any formal direction given to the employee to perform higher duties will be paid at the higher rate for all day if it is over four (4) hours, or time performing higher duties if it is less than four (4) hours.

25.2 Where the higher duties is for a duration beyond one (1) month, the employee will be given written notification for the period for which they are to work the higher duties, date to commence and cessation date. The cessation date can be extended by mutual agreement.

25.3 Where an employee is performing higher duties for a prolonged period exceeding six (6) months, a review will be undertaken by the employer in consultation with the employee performing the higher duties, of the position and level and continued need for higher duties or appointment to the position. Within one (1) month of the review having been commenced the employee will be notified in writing of the outcome of the review.

### 26. OCCUPATIONAL SUPERANNUATION

26.1 For the purposes of this Agreement, the parties have agreed that pursuant to the Federal Government Choice of Fund Legislation the preferred fund shall be the LGSuper Scheme.



- 26.2 MRC shall contribute on behalf of each employee the amount into the LGSuper Scheme established pursuant to the terms and conditions as set out in the *Local Government Act 2009*.

## **27. SALARY SACRIFICE**

Salary sacrifice provisions shall be available to all employees under the following terms:

- 27.1 Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO or authorised representative, on behalf of MRC and an employee may agree in writing, that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- 27.2 The salary of the employee for the purpose of any allowance or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.
- 27.3 MRC encourages the employee to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 27.4 All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time and, in the case of superannuation, to the requirements of the LGSuper Scheme.
- 27.5 Any additional tax payable will be deducted from the employees' remuneration.
- 27.6 From date of certification Staff may access the existing Income Protection Insurance Scheme by way of a salary sacrifice as provided for in the clause. Noting that from date of certification MRC ceases payment for income protection.
- 27.6.1 MRC will offer to meet with and assist each employee who currently accesses the scheme with the transition.
- 27.6.2 The Income Protection Scheme rules require a minimum of ten (10) employees remaining on the scheme. Therefore, once there are less than ten (10) employees wishing to be members then access to the scheme will not be possible and employees will need to seek another provider privately.
- 27.6.3 Employees are under no obligation to continue with the scheme and may choose to end their coverage.

## **PART SIX – LEAVE**

### **28. ANNUAL LEAVE**

- 28.1 Accrued entitlements are to be paid at the pre income maintenance rate of pay for employees who are redeployed to a lower classification level when leave is taken.
- 28.2 When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, MRC agrees to pay the employee's accrued entitlements at the maintained income/salary/wage.
- 28.3 Reducing Excess Annual Leave Accruals
- Providing that the employee has had reasonable opportunity to take annual leave, the employer may instruct employees to take any annual leave in excess of two (2) years entitlement, provided the employer gives one (1) months notice prior to the date the excess leave is to be taken.
- 28.4 Annual leave as prescribed in clause 28.9 is not to accrue during periods of leave without pay authorised by the employer or otherwise and which exceed three (3) days. For the purposes of calculating the three (3) days for this provision, each period of leave without pay taken by an employee must be treated separately and such periods cannot be treated cumulatively.
- 28.5 For the purpose of this clause, leave without pay does not include any period of absence of less than three (3) months during which the employee is entitled to payment under the *WorkCover Queensland Act 1996*.

## 28.6 Payment of Annual Leave

- 28.6.1 Annual leave shall be exclusive of any statutory holiday occurring during the period of that annual leave and shall be paid for by the employer in advance.
- 28.6.2 In the case where an employee has been temporarily appointed on secondment (excluding appointment on Higher Duties) for a minimum period of three (3) months to a higher level position, for any leave taken during that appointment period, payment will be at the higher appointed level.
- 28.6.3 In the case of an employee who was performing higher duties as prescribed in clause 25 immediately prior to the taking of annual leave at the following rates:

<b>An employee having performed higher duties for:</b>	<b>Proportion of Annual Leave to be paid at higher duties rate</b>
Less than three months	25%
Three months or more but less than six months	50%
Six months or more but less than nine months	75%
Nine months or more	100%

Provided that the period of time that the employee has performed duties is the aggregate of the time the employee has performed the higher duties during the twelve (12) months preceding the taking of annual leave. However, there will be no double counting of any period the employee has performed higher duties and for which payment on annual leave was made.

The employer will not deploy any employee so as to deprive an employee of or affect the benefits of this provision. Nor shall an employee undertake higher duties so as to affect the benefits of this provision unless direct approval of their supervisor has been given for such higher duties to be performed and thus enacting these provisions.

- 28.6.4 In every other case at the ordinary rate payable to the employee concerned immediately prior to the taking of the annual leave.
- 28.7 On the termination of the employment of any employee, such employee shall be paid for any untaken annual leave standing to the employee's credit as at the date of termination.

An employee cannot change their annual leave election to contrive a personal advantage through higher payment on termination.

If the employment of an employee is terminated at the end of a full year of employment such employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the employee taken the annual leave standing to the employee's credit at the termination of employment.

## 28.8 Time of Taking Leave

- 28.8.1 An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of ten (10) days in any calendar year, at a time or times mutually agreed between them.
- 28.8.2 Annual leave shall be given in addition to any notice of termination of employment.
- 28.8.3 Employees will, at their request, be able to receive payment for annual leave either on a weekly or lump sum basis.

## 28.9 Annual Leave Entitlements

- 28.9.1 All employees may accrue either four (4) or five (5) weeks annual leave per annum by mutual agreement in writing between the employee and the employer in accordance with the salary scales provided for in this Agreement.
- 28.9.2 In the absence of an agreement, for salaried officers the default shall be five (5) weeks

and for outdoor staff the default will be four (4) weeks.

28.9.3 An employee may elect to revert to four (4) or five (5) weeks entitlement at any time, however maximum of one (1) change per annum.

28.9.4 Annual leave shall be given and taken at a time mutually convenient to the employer and the employee concerned as far as practicable provided that an employer, by giving at least one (1) month's notice, may require an employee to take annual leave commencing not earlier than the anniversary of the date of such employee's appointment. Annual leave shall be cumulative and when not taken by mutual agreement shall be added to the employee's subsequent entitlements.

#### 28.10 Annual Leave Loading

28.10.1 Subject to clause 13 of this Agreement, annual leave pay, including any proportionate payments, shall be calculated as follows:

- The employee's prescribed rate of pay for the period of annual leave.
- Leave loading is calculated at the rate 17.5% of the annual leave entitlement. At the time of taking their leave employees will be paid leave loading on the quantum of leave taken (unless the leave loading was previously paid per the leave loading provisions of the Mackay Regional Council Certified Agreement 2008 or previous Agreement).

#### 28.11 Shut Down

28.11.1 The existing practice of shutdown for entire MRC (excepting those staff required to perform essential work and in nominated areas) between the Christmas and New Year period is to continue, with employees to utilise accrued leave for this period.

28.11.2 By the 1 November each year the employer will notify those staff deemed "to be required to perform essential work and in nominated areas" that they will be required to work over the shut down period between Christmas and New Year.

28.11.3 It is recognised that sections of Engineering Services, historically reduce operations to assist with leave considerations. The parties agree this practice will continue, providing appropriate notice is provided by both the employer and the employees.

### 29. TRANSITION TO RETIREMENT ARRANGEMENTS

29.1 Transition to retirement arrangements may be available to those employees considering full time retirement from the workforce and who wish to facilitate this via a transition period to retirement, should there be mutual benefit of the employee and MRC.

29.2 This is to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and MRC.

29.3 Transition to retirement arrangements may include but are not limited to the following:

- Utilisation of accrued leave to maintain full time status wages while working part time hours without reduction in superannuation benefits.
- Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO's, TOIL, annualised hours or leave without pay over an agreed period of time. For example, two (2) months work two (2) months leave in rotation.
- Working from home on a full/part time basis may also be considered where the nature of the work and the home is operationally suitable.

29.4 Any such arrangements between MRC and the employee will be reached through consultation and will be documented in writing confirming the agreed pattern of work required, which may include (as applicable), weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.

29.5 These arrangements through consultation may be varied by mutual agreement between the employee and MRC and any agreed amendments documented.

- 29.6 All accrued leave entitlement balances accrued immediately prior to accepting a transition to retirement arrangement will be recognised at time of the arrangement. On commencement of the transition to retirement arrangement, all leave will then accrue in accordance with the relevant hours of work clauses within the Agreement and/or applicable parent award.

### **30. PUBLIC HOLIDAYS**

- 30.1 Public Holidays will be managed as per the relevant parent awards outlined in clause 5.1 of this Agreement.
- 30.2 By mutual agreement, staff are able to work on a Public Holiday and substitute another day for the Public Holiday without penalty.
- 30.3 Where a Public Holiday coincides with a RDO, the employee may elect to substitute another day for the RDO.

### **31. PERSONAL LEAVE**

The provisions of this clause apply to full time and part time/job share and maximum term employees (on a pro-rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 10.6 and 10.13 of this Agreement.

#### **31.1 Definitions**

The term 'immediate family' includes:

- 31.1.1 Spouse and partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her partner (including same-sex partner), husband or wife on a bona fide domestic basis.
- 31.1.2 Child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse of the employee.

#### **31.2 Amount of Paid Personal Leave**

- 31.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:
- a. Due to personal illness, sickness or injury;
  - b. For the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- 31.2.2 Personal leave accrues at 1.25 days' leave for each month of employment to a total of fifteen (15) days per annum.

#### **31.3 Accumulation of Personal Leave**

At the end of each year of employment, unused personal leave accrues by the lesser of:

- 31.3.1 Fifteen (15) days less the amount of personal leave taken from the current years' personal leave entitlement in that year;
- 31.3.2 The balance of the years' unused personal leave;
- 31.3.3 Personal leave may accumulate to a maximum of fifty two (52) weeks. Staff with an accrued balance in excess of fifty two (52) weeks will retain their accrued balance as at the date of certification of this Agreement.

#### **31.4 Effect of Workers' Compensation**

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

31.5 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

31.6 Personal Leave may be taken for a portion of the day.

31.7 Any absence on personal leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the employer.

31.8 Where a transfer entitlement exists, credit shall be allowed for personal leave accumulated with previous employing local government authorities provided that the employee's service between such local government authorities has been continuous and that the employee at the time of engagement produces a certificate from the previous local government authorities certifying the amount of personal leave accumulated to the employee's credit.

Provided also that in respect of any such engagement of an employee by MRC prior to 1 September 1974 the maximum credit for accumulated personal leave shall be restricted to seventy five (75) days fifteen (15) weeks.

31.9 Continuous service is defined to include service with a Queensland local government authority or with more than one (1) Council which has been continuous except for the employees having been dismissed or stood down, or by the employee having terminated the employee's service with the Council provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous Council, plus a further period of four (4) weeks.

31.10 Notwithstanding the foregoing, an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an officer outside the scope of the officers' employment caused by or contributed to by the officers' own negligence or participation in sport or games in respect of which officer receives any payment by way of fee or bonus.

31.11 If an employee, while absent from duty on annual leave granted pursuant to clause 28 – annual leave of this Agreement, is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's personal leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.

31.12 If an employee, whilst absent from duty on long service leave, is overtaken by illness the employee may, subject to the provision contained in this clause, be entitled on application, to have such period of illness which occurs during the employee's long service leave debited to the employee's personal leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that:

31.12.1 the application or adjustment is approved by the employing authority; and

31.12.2 the application includes a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days.

31.13 Personal leave to care for an immediate family or household member

31.13.1 An employee is entitled to use any personal leave entitlement which has accrued after 9 June 1995 to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

31.13.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

- 31.13.3 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 31.13.4 An employee may take unpaid carers leave by agreement with the employer.
- 31.13.5 An employee taking unpaid carer's leave may, with the consent of their employer, work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Agreement.
- 31.13.6 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of an Agreement, the employee is entitled to take up to two (2) days (up to a maximum of sixteen (16) hours) of unpaid leave per occasion.

#### 31.14 Cultural and Ceremonial Leave

Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of the employer being met, the parties agree that:

- a. An employee who identifies as coming from such a background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture.
- b. Where an employee chooses to practice spiritual or cultural beliefs which take them away from worksite or workplace, the employee will be required to apply for annual leave, RDO or TOIL for these purposes.

### 32. **BEREAVEMENT LEAVE**

#### 32.1 Full Time Employee

All employees are entitled up to two (2) paid days bereavement leave on such occasion and on production of a satisfactory evidence (if required by the employer) of the death in Australia of either a member of the employee's immediate family (or same-sex partner) or household.

#### 32.2 Part Time Employee

A part time employee is entitled up to two (2) days paid bereavement leave without loss of pay, up to a maximum of two (2) days on the same basis as prescribed for full time employees in clause 32.1 except that leave is only available where a part time employee would normally work on either or both of the two (2) working days following the death.

#### 32.3 Excess Travel or Specific Cultural Responsibilities

An employee may, on the death of a member of their immediate family (including same-sex partners) or household access up to three (3) days personal leave credits or three (3) days leave without pay as bereavement leave in situations where excessive travel or specific cultural responsibilities need to be met. Proof of such death shall be furnished by the employee to the satisfaction of MRC.

#### 32.4 Unpaid Bereavement Leave

- 32.4.1 Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave.
- 32.4.2 The employer and employee should agree on the length of the unpaid leave. In the absence of an agreement, a full time employee is entitled to take up to sixteen (16) hours unpaid leave, provided the requirements of 32.1 hereof are met and a part time employee

is entitled to take up to two (2) days unpaid leave, to a maximum of sixteen (16) hours, provided the requirements of 32.2 hereof are met.

- 32.4.3 Further to the above entitlements, an employee may on the death of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child, step-child or grandparent access up to three (3) days sick leave credits (family leave) or three (3) days leave without pay as bereavement leave in situations where excessive travel or specific cultural responsibilities need to be met. Proof of such death shall be furnished by the employee to the satisfaction of the employer. For the purposes of this clause the words “wife” and “husband” shall include a person who lives with the employee as a de facto partner.

### **33. LONG SERVICE LEAVE**

Long Service Leave shall be in accordance with the relevant parent award outlined in clause 5.1, subject to the following:

- 33.1 Where an employee is suffering extenuating circumstances resulting in financial hardship, they may apply to the employer to cash-out their existing long service leave entitlement.
- 33.2 Long service leave may be taken in periods of not less than one (1) week. The CEO may approve shorter periods in extenuating circumstances where no other paid leave is available.
- 33.3 An employee may apply in writing for long service leave to be taken at half pay for double the period of an accrued entitlement. Applications will be considered by the CEO on a case-by-case basis.
- 33.4 Employees shall accrue 1.3 weeks per year of service. A full entitlement shall accrue after ten (10) years of continuous service. Prior to completing ten (10) years of service, employees who have completed a minimum of seven (7) years of continuous service with a Queensland Local Government covered by the long service leave provisions shall be entitled to apply for access to pro-rata paid long service leave under this Agreement.

### **34. SERVICE LEAVE**

Service leave shall be in accordance with the relevant parent awards outlined in clause 5.1 of this Agreement.

### **35. PARENTAL LEAVE**

All parental leave entitlements will be in accordance with the full provisions of the relevant parent awards outlined in clause 5.1 of this Agreement, subject to the following:

#### **Maternity Leave**

- 35.1 For the purposes of this clause, maternity leave is defined as one (1) continuous period of leave during which the staff member gives birth to a child.
- 35.2 MRC will pay maternity leave to eligible female staff subject to the following:
- 35.2.1 An eligible female staff member is one that has been employed for twenty four (24) months, in any capacity. This sub clause will not commence operation with respect to existing staff, until the expiry of nine (9) months from the date of certification of this Agreement.
- 35.2.2 A female employee departing on maternity leave is entitled to six (6) week's full pay at ordinary time in addition to any entitlements payable under the Federal Government Paid Maternity Leave Scheme based on their eligibility.
- 35.2.3 A female employee may elect to take the maternity leave payment at half pay for twelve (12) weeks.
- 35.2.4 Any other existing accrued entitlements outlined in clause 28 of this Agreement.

#### **Paternity Leave**

- 35.3 MRC will pay paternity leave to eligible staff, subject to the following:
- 35.3.1 On the birth of a child, the non-birth partner is entitled to access three (3) days full pay at ordinary time in addition to entitlements, outlined in clause 35.4.2 of this Agreement.
  - 35.3.2 For the purposes of this clause, non-birth partner can include an adoptive parent, non-birth parent in a same-sex relationship or husband on a bona fide domestic basis.
- 35.4 Any birth-parent employee departing on parental leave may access:
- 35.4.1 Personal leave from their existing entitlements for up to ten (10) single day absences to manage ill health or to attend medical appointments associated with the pregnancy without having to produce a medical certificate.  
  
The ten (10) days that are accessible during the course of the pregnancy will not be paid out prior to taking maternity leave nor are they intended to be taken as a block of leave prior to commencing maternity leave.
  - 35.4.2 Existing accrued annual leave in accordance with clause 28 of this Agreement.
  - 35.4.3 Existing accrued long service leave in accordance with clause 33 of this Agreement.

### **36. LEAVE WITHOUT PAY**

- 36.1 Leave without pay for special circumstances will be available to all employees at the discretion of the CEO or delegated officer and such leave will not constitute a break in the continuity of service of the employee.
- 36.2 Leave granted in excess of three (3) months does not count as service when calculating the period of service for any purpose of this Agreement or parent award however it will not constitute a break in continuity of service. Leave granted for up to three (3) months while accruing service does not accrue any other benefits or accruals.

## **PART SEVEN – EMPLOYMENT SECURITY, CONSULTATION, COMMUNICATION AND MANAGEMENT OF WORKPLACE CHANGE**

### **37. JOINT CONSULTATIVE COMMITTEE**

- 37.1 MRC and the union/s, who are party to this Agreement, agree to establish and maintain a Joint Consultative Committee (JCC).
- 37.2 The purpose of the JCC is to act as the primary consultation and industrial relations forum between management and union/s concerning all employment and industrial matters at the MRC.
- 37.3 This forum is not for the resolution of workplace disputes nor the first point of call for individual employment issues that may arise which are to be addressed via the grievance and dispute settlement procedures contained in this Agreement.
- 37.4 Union/s and management are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation will provide employees with an opportunity, through their union/s and committee representatives, to participate fully in decisions which impact on their working lives and improve productive performance.
- 37.5 The parties commit to the effective operation of the JCC of MRC and will provide the necessary support to successfully implement its agreed terms of reference charter.
- 37.6 Structure of Composition
  - 37.6.1 The JCC comprises representatives of MRC management, and unions officials and Unions delegates from the union/s listed as parties to the agreement who represent employees.
  - 37.6.2 The committee will comprise of MRC representatives and unions representatives (officials and delegates) from the union/s listed as parties to the Agreement. The parties acknowledge for the committee to operate effectively there should be no more than a



maximum of thirty (30) participants in total at any one time. It is recognised that there needs to be a cross section of the workforce represented by the union/s at the committee and to allow this MRCs representatives will not exceed eight (8).

- 37.6.3 A quorum for each meeting is required and shall comprise of a minimum of 50% each of MRC representatives and unions representatives.
- 37.6.4 The secretary for the JCC will maintain the listing of nominated committee representatives (and proxies) for union/s and MRC representatives.
- 37.6.5 Each committee representative will be entitled to nominate a proxy to attend when they are unable.
- 37.6.6 It is also acknowledged that there may be occasions when it will be necessary to invite additional representatives extending the number beyond the maximum of thirty (30) participants. Where this is likely to occur it is the responsibility of the parties to advise in advance to the chair of the necessity to extend the maximum participation numbers which will not be unreasonably withheld.

### 37.7 Terms of Reference

- 37.7.1 The JCC shall meet regularly and at least on a bi-monthly basis, to receive and review for consultation information about MRC and its workforce, and to consider all industrial and employment matters that may impact the workforce, including but not limited to:
  - a. Monitor and review implementation of the Certified Agreement.
  - b. Clarification and review of human resources and other employment policies, procedures and guidelines which impact across MRC employment or result in significant workplace change.
  - c. Workplace, issues that have the potential to impact on employees, including individuals, work units, divisions or the entire organisation.
  - d. Undertake specific responsibilities and activities in accordance with the current Certified Agreement.
  - e. Sharing of information regarding workforce composition to facilitate discussion on workforce planning (ie per depot), the total number of positions; total number of employees in full time, part time, casual, fix term and contracts/agency staff; total number of vacancies. This specific information is shared at a minimum six (6) monthly.
  - f. Any other matter raised by unions or management which impacts on the workforce.

### 37.8 Chairperson

- 37.8.1 JCC meetings shall be chaired by the CEO or delegated representative.

### 37.9 Agenda

- 37.9.1 All members of the JCC can submit agenda items for discussion in line with the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the committee at least one week prior to the meeting. This does not prevent the parties raising matters under late business that arise post the circulation of the agenda. At the commencement of the meeting late business items that the parties wish to raise should be identified to the chair for their inclusion on the agenda.
- 37.9.2 Employment policies define the standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. Employment policies do not alter or override the terms of the Agreement. The parties to this Agreement understand the value of policies in forming an important aspect of the employment relationship.

- 37.9.3 Stakeholder identification is a key step in MRC's policy process development and/or review. MRC acknowledges that union/s are a key stakeholder in respect of employment matters. Consequently, as part of the review or development of employment policies, MRC will refer all proposed new employment policies or changes or proposed termination of existing employment policies, to the JCC for consideration as part of the stakeholder consultation process. For the purpose of this clause, an "employment policy" is any MRC policy which affects an award based employee's conditions of employment eg, safety.

#### 37.10 Minutes

- 37.10.1 MRC will provide a minute secretary at each meeting. The secretary to the JCC will be responsible for the production of the minutes of the meeting. At the completion of late business time will be allocated on the agenda to formalise the minutes. A copy of the minutes will be made available within one week of the meeting to all JCC members and posted on MRCs intranet and noticeboards for viewing by employees.

### 38. TRANSMISSION OF BUSINESS

- 38.1 This clause will apply where the employer (the old employer):
- 38.1.1 Proposes to transmit to a new employer the business or any part of the business covered by this Agreement.
- 38.1.2 Transmits to a new employer the business or any part of the business covered by this Agreement.
- 38.2 Where an old employer proposes to transmit the business or any part of the business, the old employer shall:
- 38.2.1 Notify the employees affected and the relevant union/s of the proposed transmission; and
- 38.2.2 Discuss with the employees affected and the relevant union/s the effect of the transmission of business.
- 38.3 The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business.
- 38.4 The old employer will consider and respond to any reasonable concerns raised by employees and their relevant union/s about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, clause 11 - Dispute Resolution Process of this Agreement will be utilised to resolve these concerns.
- 38.5 The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business to facilitate discussions between the employees and their relevant unions sand the proposed new employer.
- 38.6 The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediate prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable award, policy or common law contract or other relevant employment arrangement applicable at that time of the proposed transmission.
- 38.7 The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service including, but not limited to, accrual of benefits and service in respect of:
- Annual leave;
  - Long service leave;
  - Personal/carer's leave;
  - Redundancy.

- 38.8 If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the old employer.
- 38.9 The new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the old employer on an on-going basis, an entitlement to a redundancy will be triggered and the old employer must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment either period would be prevented, an entitlement to redundancy will be triggered and the old employer must make the payments provide for in this Agreement.
- 38.10 To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.

### **39. EMPLOYMENT SECURITY**

- 39.1 MRC is committed to job security for its permanent employees who have a commitment to satisfactory work performance and will maintain a permanent workforce during the term of this Agreement. The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 39.2 Job reductions by forced retrenchments will not occur during the life of this Agreement. Natural attrition, redeployment and/or retraining will be the preferred option when implementing organisation changes that result in positions being no longer required.
- 39.3 The Introduction of Workplace Change Consultation Provisions outlined below in clause 39.7 will be implemented should such a situation occur.
- 39.4 Volunteers, other unpaid persons or trainees will not be used to permanently fill vacant positions.
- 39.5 Contracting / Outsourcing of “In-House” Services or Functions
- 39.5.1 It is the clear position of MRC to utilise and promote the use of its in-house permanent MRC employees for the undertaking of MRC’s works, services and operations. During the life of this Agreement, MRC will minimise the contracting out or leasing of any works and services currently provided by MRC.. MRC may seek to contract/outsource works and services currently provided “in-house” in the following circumstances:
- In the event of a critical shortage of skilled staff;
  - The lack of available infrastructure capital and the cost of providing technology;
  - Extraordinary or unforeseen circumstances;
  - It can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 39.6 Consultation Process
- 39.6.1 Where MRC seeks to contract out or lease any MRC works and services provided by in-house MRC employees in accordance with the above criteria, the relevant union/s will be consulted as early as possible. Discussions in accordance with clause 39.8 – MRC’s Duty to Notify must take place before any steps are taken to call tenders or enter into any otherwise legally binding arrangement for the provision of MRC’ in-house services by an external provider.

- 39.6.2 MRC will ensure that all relevant union/s are aware of any proposals to contract out or lease in-house MRC functions by providing the relevant union/s with formal written notification.
- 39.6.3 For the purpose of consultation, the relevant union/s will be given all relevant documentation where possible, including the proposed contract and schedules. It is the responsibility of the relevant unions to participate fully in discussions on any proposals to contract out or lease any MRC functions.
- 39.6.4 MRC will be required to provide the unions as part of the written notification with the following information:
- Why the service cannot continue to be delivered by Local Government employment;
  - The impact on the Local Government Workforce;
  - How the proposed initiative will improve local government service delivery;
  - Any social and/or economic impact on the local community;
  - Communication and consultation strategies including managing the impact on the tenured local government workforce and effected employees; and workforce transition plans for deployment, redeployment and retraining;
  - The full cost implications for MRC.

If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease any in-house MRC functions, MRC will:

- Negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
- Ensure that employees are given the option to take up employment with the contractor;
- Ensure that employees are given the option to accept deployment/redeployment with MRC (in line with the redundancy provisions within this Agreement);
- Ensure that as a last resort, employees are given the option of accepting a voluntary retrenchment.

MRC agrees that it will promote the inclusion of a condition of all future labour contracts, a requirement for contractors to pay wage rates, which are no less favourable in aggregate, than the current rates of pay for comparable employees prescribed by this Agreement. This provision shall apply to all current in-house MRC works and services that will be contracted to be performed by an external provider.

## 39.7 Introduction of Change

This clause applies where a major change is proposed where any of the following circumstances occur or exist:

- 39.7.1 MRC, by resolution, makes a decision to introduce and/or implement major change.
- 39.7.2 MRC, by resolution, determines to investigate, propose or otherwise consider introducing and/or implementing major change.
- 39.7.3 The CEO and/or senior staff of MRC make or makes a proposal or recommendation to MRC that, if accepted, introduced and/or implemented would result in major change.
- 39.7.4 Definitions:

For the purposes of this clause:

- 'Major change' means a major change or group of related major changes that may have significant effects on an employee's or employees' employment, conditions and/or pay and includes major changes in production, program, organisation, structure or technology.
- 'Significant effects' include termination of employment, major changes in composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job

tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and/or the restructuring of jobs.

- 'Circumstance' means any of the circumstances set out within this clause.
- 'Affected employee' means each employee on whose employment, conditions and/or pay the major change may have significant effects.

#### 39.8 MRC's Duty to Notify

As soon as practicable after a major change is proposed and prior to any definite decision being made or implemented, MRC will formally notify in writing each affected employee and the relevant unions/s of the proposed major change.

#### 39.9 MRC's Duty to Discuss Change

As soon as practicable after a major change is proposed, and prior to any definite decision being made or implemented, MRC will discuss the major change with the affected employees and the relevant unions/s, and the discussions will include, without limitation:

- 39.9.1 the introduction of major change;
- 39.9.2 the effects the major change is likely to have on employees;
- 39.9.3 measures to avert or mitigate any adverse effects of the major change on employees.

MRC shall give prompt and genuine consideration to matters raised by affected employees and/or the relevant union/s in the course of or otherwise in connection with the discussions required by this clause.

#### 39.10 MRC to provide information to facilitate discussions

For the purposes of the discussion, MRC will provide in writing to the affected employees and the union/s all relevant information and documentation about the major change, including without limitation:

- 39.10.1 the nature of the changes proposed;
- 39.10.2 the anticipated effects of the changes on employees; and
- 39.10.3 any other relevant information to assist the parties in the discussions.

Where MRC is proposing to undertake restructuring of MRC's organisation structure, MRC must supply the affected employees and their unions representatives with a copy of the current organisational structure flowchart which includes the titles and classification levels of the positions, a copy of the proposed new organisation structure, including the new position titles and classification levels. Further MRC supply a summary document of the proposed changes of the new structure including any current positions which are displaced and/or deemed redundant, proposed new positions, and a list of the potentially affected employees including MRC's proposal to mitigate the adverse effects on each affected employee.

MRC will provide all relevant information, provided that the MRC will not be required to disclose confidential information, the disclosure of which would be inimical to MRC's interest.

### 40. REDUNDANCY

40.1 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing, done by anyone and that decision could lead to the termination of employment of the employee.

40.2 Where redundancy occurs, MRC undertakes to utilise options of:

- Natural attrition
- Suitable retraining
- Suitable redeployment

With preference to maintaining employees whose permanent positions have become redundant in continued employment within MRC.

40.3 Where an employee is offered retraining, the employee is required to fully participate. This includes participating in training, applying for appropriate roles and not refusing suitable alternative employment at level.

40.4 Employees may be offered reasonable redeployment at level to a position anywhere within MRC with preference given to placement within the employees' occupational stream and skill set. Employees cannot refuse a position offered within their occupational stream at level for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.

- Reasonable redeployment is defined as an alternate position at the employees level; maintain the employees current span and spread of hours; within the employees occupational stream and skill set for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.

The employee may claim that the position offered to them was not a reasonable redeployment and such disputes shall be dealt with in accordance with the Dispute Resolution Process as set out in the Agreement commencing at Step 3.

Where an employee refuses a position that is deemed to be suitable, after the Dispute Resolution Process has been exhausted, they are deemed to have resigned their employment and will terminate without redundancy payment.

40.5 Where an employee accepts reasonable redeployment to a position at level, then for the first twelve (12) weeks the employee will still be considered for other vacant positions at level, prior to those vacant positions being advertised. If the employee accepts another position at level during the twelve (12) weeks, then the employee will be immediately appointed to that position completing the redeployment process, and no redundancy payments will apply. At the conclusion of the twelve (12) weeks the employee will be appointed to the position and the redeployment process concluded and no redundancy payments will apply.

40.6 As a last resort, and where suitable retraining or redeployment at level is not a viable option, then the employee will be offered a lower paid position of which they are capable of fulfilling or the option of voluntary redundancy in line with severance pay provisions.

40.7 When an employee is transferred to a lower paid position, the appointment will be made at the highest incremental point within the appointed level (if applicable), with wage/salary at the previous rate prior to redeployment to be maintained for a period of six (6) months.

40.8 Leave entitlements of annual leave and long service leave accrued at the time of redeployment will be maintained and paid when taken at the applicable pre-deployment rate.

40.9 Employees accepting a role in a lower paid position will have twelve (12) weeks within which to confirm acceptance of such role, or then elect to accept voluntary redundancy in line with severance pay provisions.

40.10 Should any redeployment result in the employee being required to start work at a new site that is more than thirty five (35) kilometres from the existing place of work the employee will be entitled to receive an allowance, for a period of six (6) months or alternatively receive a one off \$5,000 home relocation allowance (on production of invoices) should they elect to move their place of residence closer to their new work site. The allowance payable shall be based on the distance in kilometres from the "old" worksite to the "new" worksite. The allowance payable will be as per the ATO vehicle guidelines.

40.11 Voluntary Redundancy

As well as from a result of redundancy activity, and in following the process outlined in this Agreement, MRC reserves the right at its discretion to offer voluntary redundancy at anytime to any employee, subject to such offer being made without pressure to the employee and for acceptance solely at the discretion of the employee.

40.12 Definitions

40.12.1 'Business' includes trade, process, business or occupation and includes part of any such business.

40.12.2 'Transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

40.12.3 'Week's pay' means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- Overtime
- Penalty rates
- Disability allowances
- Shift allowances
- Special rates
- Fares and travelling time allowances
- Bonuses and
- Any other ancillary payments of a like nature

#### 40.13 Severance Pay

An employee whose employment is terminated by reason of redundancy is entitled to severance pay of two (2) weeks per year of service with a maximum of fifty two (52) weeks payments as well as applicable notice provisions for termination and all other accrued entitlements payable on termination.

#### 40.14 Alternative Employment

MRC, in a particular redundancy case, need not pay or comply with general severance pay prescription if MRC obtains alternative employment acceptable to the employee.

This provision does not apply in circumstances involving transmission of business as set out in clause 38.

#### 40.15 Employees Exempted

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary employees;
- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks;
- Casual employees.

#### 40.16 Incapacity to Pay

MRC need not pay or comply with the severance pay prescription on the basis of incapacity to pay.

#### 40.17 Redundancy Disputes

40.17.1 Paragraphs 40.17.2 and 40.17.3 impose additional obligation on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).

40.17.2 Where a redundancy dispute arises and if it has not already done so, an employer must provide affected employees and the relevant employee representative (if requested by an affected employee) in good time, with relevant information including:

- The reasons for any proposed redundancy;
- The number of categories or workers likely to be affected; and
- The period over which any proposed redundancies are intended to be carried out.

- 40.17.3 Where a redundancy dispute arises and discussions occur in accordance with this clause, the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

#### **41. NO FORCED REDUNDANCY**

There shall be no forced termination of an employee as a result of redundancy during the life of this Agreement.

### **PART EIGHT – OTHER PROVISIONS**

#### **42. EMPLOYEE ASSISTANCE PROGRAM**

- 42.1 MRC will provide a specific confidential counselling service for all staff and members of their immediate family seeking to utilise such a service for matters affecting work performance.
- 42.2 The service can be accessed directly and initially without the need to seek approval.
- 42.3 Counselling visits are restricted to a maximum of five (5) visits for any one (1) individual staff (and members of their immediate family) per year, after which time additional visits must be approved by the Manager Human Resources.

#### **43. WORKPLACE HEALTH AND SAFETY**

- 43.1 The parties are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by continuing a consultative approach to managing occupational health and safety issues, which includes:
- 43.1.1 control of hazards at source;
  - 43.1.2 reducing the incidence and costs of occupational injury and illness;
  - 43.1.3 reviewing work and management practices affecting the inter-relationship between efficiency, productivity and health and safety;
  - 43.1.4 providing a rehabilitation system for workers affected by occupational injury or illness.
- 43.2 Consultation
- 43.2.1 Consultative mechanisms will continue to address occupational health and safety issues. Such mechanisms will include:
    - a. the election of health and safety representatives who will represent fellow workers in negotiations on health and safety matters;
    - b. the continuation of Occupational Health and Safety Committees and Peak Advisory Committee.
- 43.3 Training
- 43.3.1 Employee OHS representatives will be given paid leave to attend accredited OHS training courses.
  - 43.3.2 Workplace training programs, including induction and on the job training, will outline MRC OHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise OHS systems to identify hazards and instigate preventive actions.
  - 43.3.3 Management training programs will outline MRC OHS policy and procedures, particular hazards associated with the job, controls measures applicable to each hazard and how to utilise OHS systems to identify hazards and instigate preventative actions.
- 43.4 Occupational Health and Safety Program



- 43.4.1 The object of both MRC and employees is to provide a safe working environment for all employees. To further this objective an Occupational Health and Safety Consultative Committee shall be maintained in accordance with relevant state or federal legislation in order to study, discuss and implement safe working methods and standards for carrying out the work.
- 43.4.2 Items of safety equipment and apparel shall be worn where directed and as required by relevant state and federal legislation.
- 43.4.3 MRC shall continue a procedure for collecting information on the nature of hazards and incidence of injury which includes:
- a. an internal system for reporting, recording and investigating of incidents, injuries and illness;
  - b. the routine analysis of injury/illness/incident data;
  - c. routing reports on key OHS performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, estimation of indirect costs);
  - d. A system of regular workplace inspections and regular hazards audits of work areas and work practices which include reference of relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the OHS representative.

This clause applies in addition to the provisions of the relevant OHS legislation.

#### **44. HEALTHY LIFESTYLE COMMITTEE**

- 44.1 The Healthy Lifestyle Committee will function with a membership representative of the entire workforce.
- 44.2 The Healthy Lifestyle Committee will not be responsible for the consideration or settlement of disputes arising from this Agreement, grievances or personal issues.
- 44.3 The objectives of the Healthy Lifestyle Committee are:
- To promote MRC as an employer of choice;
  - Promote and implement health and wellbeing initiatives.
- 44.4 MRC agrees to support a Healthy Lifestyle Committee by way of secretariat support and reasonable resources for initiatives.
- 44.5 The Healthy Lifestyle Committee to be represented by the entire workforce, with the Healthy Lifestyle Committee to set its Charter including makeup membership, meeting dates etc.

#### **45. TRAINING AND DEVELOPMENT**

- 45.1 The parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of MRC a strong and sustained commitment to training and skill development is required on both an individual and MRC wide basis.
- 45.2 Accordingly, the parties commit themselves to optimising the capability, performance and career development options for employees by implementing the following:
- Enhanced training programs, retraining and education for employees; and
  - Individual career development planning based upon equal opportunity; and
  - Providing employees with individual training and career opportunities through appropriate training to acquire the necessary additional skills for various and differing local government occupations; and
  - Providing timely advice and consultation with employees and their unions representatives with regard to any changes to training and development programs which may impact employees.
- 45.3 The parties agree with respect to the training and career path development of employees, that each

permanent employee will have access to learning processes and resources through a mutually agreed career development plan.

- 45.4 The career development plan will consist of a set of prioritised learning opportunities which should be reviewed annually and will be based upon the following:
- individual employees desired MRC career path;
  - the current and future skill requirements of the MRC;
  - the size, structure and nature of the long term strategic operation plans of MRC;
  - the need to develop vocational skills relevant to MRC long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers.
- 45.5 MRC commits to ensuring that appropriate funds are set aside in each yearly budget to fully meet MRCs training and resource requirements.
- 45.6 Should the employee's access to learning processes and resources not be available within a mutually agreed timeframe, then the employee and MRC will review and possibly modify the career development plan.
- 45.7 Individual development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing MRC with a highly skilled workforce, armed with the necessary skills to meet the future service operational requirements.
- 45.8 Any training associated with the development plan may be provided either externally or internally, off and on the job, to match the individual employees' development needs. This may include seeking advice and assistance from a recognised Competency Standards Advisory body (*such as MISTAS*) where required.
- 45.9 During the life of the Agreement MRC undertakes to review succession planning and training needs analysis, aligning to MRC and employees needs. This will include assessment of train the trainer requirements and utilisation of existing trained staff where appropriate.
- 45.10 Where possible training and development is to be carried out in normal working hours. It is agreed that no employee will suffer from loss of ordinary pay by participating in required training and skilled development. (Example, where an employee is rostered on a shift, any move to training outside shift hours to daytime ordinary hours will not result in a loss of pay from the shift payment).
- 45.11 Where training can only be provided outside the normal hours and the employee agrees to participate, the payment for the training hours will be at ordinary rates or where mutually agreed, the accrual of TOIL at time for time.
- 45.12 Should an employee be directed to attend mandatory training outside their normal hours then they will be paid for such time at the overtime rate or where mutually agreed the accrual of TOIL at time for time.
- 45.13 In circumstances where the employee is required to travel away for training and the employer fully meets that cost of the training and any associated travel costs will be paid by the employer, no payment of wages or penalty will apply for any associated travel time that falls outside of the normal hours. However consideration will be given to the employees' personal commitments and/or impact on fatigue when scheduling the travel.
- 45.14 Mature Age Apprenticeships/Trainees
- MRC recognises that society in general has an ageing population and that future skills shortages could result without interventions to encourages future employment opportunities for the older workforce. The parties therefore agree to actively encourage participation from the older population toward mature age apprenticeships and traineeships within MRC provided that appointment for any such mature age apprenticeships/traineeships shall continue to be based upon general merit principles applied to applications drawn from a general public application pool.

#### 46. POSTING AGREEMENT

- 46.1 MRC shall, in each office or place of business conducted by it in which employees covered by this

Agreement are employed, keep and make available for perusal by such employees a current copy of this Agreement.

46.2 MRC will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

46.3 Further, MRC shall ensure that the workplace delegates are listed on the MRC intranet and various notice boards.

## **47. UNION LEAVE AND RECOGNITION**

### **47.1 New Employees**

Details of the relevant union/s workplace delegates, as provided by union/s, will be given to new employees during the induction process.

### **47.2 Workplace Delegates**

MRC recognises the role that the relevant union/s workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant unions that an employee has been appointed as a workplace delegate MRC will recognise the employee as a relevant union workplace delegate and allow them the following:

47.2.1 Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace.

47.2.2 Reasonable private access to union members to discuss union business and to non-unions members for recruitment purposes.

47.2.3 Reasonable access to representatives of MRC for the purpose of resolving issues of concern to union members.

### **47.3 Facilities and Conditions**

The following facilities and conditions will be made available to relevant union/s workplace delegates and members of the JCC or any other employee involved in any consultative forum:

47.3.1 Wherever possible meetings should occur in normal working time. When a MRC initiated meeting occurs outside normal working time, the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.

47.3.2 Reasonable access to normal MRC facilities such as typing, word processing photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.

47.3.3 Access to a room with normal office facilities will be provided to discuss employment matters.

47.3.4 No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

### **47.4 Workplace Delegates Leave**

A relevant unions workplace delegate, or an employee nominated by the relevant unions shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following:

47.4.1 Trade union training or specific relevant union training courses approved by the relevant union/s;

47.4.2 Annual or biennial conference;

47.4.3 Executive meetings;

47.4.4 Biennial congress of the ACTU.

47.5 Right of Entry

An authorised officer of the relevant union/s will have rights of access and entry to the premises of MRC for the following purposes upon giving relevant legislative notice:

47.5.1 Meetings with workplace delegates;

47.5.2 Meetings with members of staff;

47.5.3 Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues;

47.5.4 To conduct union business matters or matters incidental to union matters.

47.6 Meetings

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

47.7 Meeting Notices and Newsletters

MRC will provide an accessible space within each work location of the posting of any relevant award and the agreement and notices pertaining to employment relations within the workplace produced by the relevant unions. The relevant union workplace delegate will be provided with access to this space.

## **PART NINE – SCHEDULES TO THE AGREEMENT**

1. Schedule A – Salary Scales – Salaried Staff
2. Schedule B – Wage Scales – Outside Staff
3. Schedule C – Salary Scales – Entertainment Precinct Staff
4. Schedule D – Reclassification Procedure
5. Schedule E – Career Path for Plumbers under the Building Trades Public Sector Award – State Who are Not Otherwise Subject to a Career Path Provided under their Respective State Award
6. Schedule F - Community Services
7. Schedule G – Existing Agreement

## 48. SCHEDULE A - SALARY SCALES - SALARIED STAFF

## Mackay Regional Council

## Salaried Staff

## SCHEDULE A

LEVEL	Commencing first pay period after 1 July 2011		Commencing first pay period after 1 July 2012		Commencing first pay period after 1 July 2013	
	Year 1		Year 2		Year 3	
	5 WEEKS	4 WEEKS	5 WEEKS	4 WEEKS	5 WEEKS	4 WEEKS
Level 1.1	43,015	43,987	44,478	45,483	45,990	47,029
Level 1.2	43,854	44,845	45,345	46,369	46,887	47,946
Level 1.3	45,134	46,154	46,669	47,723	48,255	49,345
Level 1.4	46,520	47,571	48,101	49,189	49,737	50,861
Level 1.5	47,907	48,990	49,536	50,656	51,220	52,378
Level 1.6	49,290	50,403	50,966	52,117	52,698	53,889
Level 2.1	50,695	51,841	52,419	53,603	54,201	55,426
Level 2.2	52,132	53,310	53,905	55,122	55,737	56,997
Level 2.3	53,616	54,828	55,439	56,692	57,324	58,620
Level 2.4	55,117	56,362	56,991	58,279	58,929	60,260
Level 3.1	56,633	57,913	58,559	59,882	60,550	61,918
Level 3.2	58,148	59,462	60,125	61,484	62,169	63,574
Level 3.3	59,661	61,009	61,689	63,083	63,787	65,228
Level 3.4	61,175	62,557	63,254	64,684	65,405	66,883
Level 4.1	62,689	64,106	64,821	66,286	67,025	68,539
Level 4.2	64,198	65,649	66,381	67,881	68,638	70,189
Level 4.3	65,713	67,198	67,947	69,482	70,257	71,845
Level 4.4	67,231	68,750	69,517	71,087	71,880	73,504
Level 5.1	68,741	70,294	71,079	72,684	73,495	75,156
Level 5.2	70,255	71,842	72,644	74,285	75,114	76,811
Level 5.3	71,769	73,390	74,209	75,885	76,732	78,466
Level 6.1	74,291	75,969	76,817	78,552	79,428	81,223
Level 6.2	76,815	78,551	79,427	81,222	82,127	83,983
Level 6.3	79,339	81,132	82,036	83,890	84,826	86,743
Level 7.1	81,860	83,710	84,643	86,556	87,521	89,499
Level 7.2	84,382	86,288	87,251	89,222	90,217	92,256
Level 7.3	86,904	88,867	89,858	91,889	92,913	95,013
Level 8.1	89,933	91,965	92,991	95,092	96,153	98,325
Level 8.2	92,960	95,060	96,120	98,292	99,388	101,634
Level 8.3	95,988	98,158	99,252	101,495	102,626	104,946
Level 8.4	98,828	101,061	102,188	104,497	105,662	108,050
Level 8.5	101,670	103,968	105,127	107,503	108,701	111,158

## 49. SCHEDULE B - WAGE SCALES - OUTSIDE STAFF

Mackay Regional Council						
Outdoor Staff						
SCHEDULE B						
Level	Commencing first pay period after 1 July 2011		Commencing first pay period after 1 July 2012		Commencing first pay period after 1 July 2013	
	Year 1		Year 2		Year 3	
	5 WEEKS	4 WEEKS	5 WEEKS	4 WEEKS	5 WEEKS	4 WEEKS
Level 1 < 6Mths	39,980	40,783	41,339	42,170	42,744	43,603
Level 1	40,724	41,544	42,109	42,957	43,540	44,417
Level 2	41,496	42,334	42,907	43,773	44,366	45,262
Level 3	42,253	43,108	43,690	44,574	45,175	46,090
Level 4	43,020	43,892	44,482	45,385	45,995	46,928
Level 5	43,923	44,872	45,417	46,398	46,961	47,976
Level 6	45,568	46,591	47,118	48,175	48,720	49,813
Level 7	47,240	48,300	48,847	49,942	50,507	51,640
Level 8	48,777	49,871	50,435	51,566	52,150	53,320
Level 9	50,733	51,872	52,458	53,635	54,242	55,459
Engineering Tradesperson C10	43,923	44,872	45,417	46,398	46,961	47,976
Engineering Tradesperson C9	44,351	45,346	45,859	46,888	47,419	48,482
Engineering Tradesperson C8	46,912	47,964	48,507	49,595	50,156	51,281
Engineering Tradesperson C7	48,777	49,871	50,435	51,566	52,150	53,320
Engineering Tradesperson C6	52,732	53,916	54,525	55,749	56,379	57,644
Plumber Level 5	43,349	44,231	44,823	45,735	46,347	47,290
Plumber Level 6	45,403	46,421	46,947	48,000	48,543	49,632
Plumber Level 7	47,551	48,617	49,167	50,270	50,839	51,979
Plumber Level 8	49,697	50,813	51,387	52,540	53,134	54,327

## 50. SCHEDULE C - SALARY SCALES - ENTERTAINMENT PRECINCT


### Mackay Regional Council Entertainment Precinct Staff

#### SCHEDULE C

LEVEL	Commencing first pay period after 1 July 2011		Commencing first pay period after 1 July 2012		Commencing first pay period after 1 July 2013	
	Year 1		Year 2		Year 3	
	5 WEEKS	4 WEEKS	5 WEEKS	4 WEEKS	5 WEEKS	4 WEEKS
Level 1	35,286	35,985	36,486	37,209	37,727	38,474
Level 1.1	35,905	36,617	37,125	37,862	38,388	39,149
Level 1.2	36,534	37,260	37,776	38,527	39,061	39,837
Level 1.3	37,176	37,917	38,440	39,206	39,747	40,539
Level 1.4	37,832	38,587	39,118	39,899	40,448	41,255
Level 2	37,896	38,653	39,185	39,967	40,517	41,326
Level 2.1	38,734	39,509	40,051	40,852	41,412	42,241
Level 2.2	39,592	40,387	40,938	41,760	42,330	43,180
Level 2.3	40,465	41,279	41,840	42,683	43,263	44,134
Level 2.4	41,366	42,201	42,773	43,635	44,227	45,119
Level 3	42,251	43,105	43,688	44,571	45,173	46,086
Level 3.1	43,197	44,054	44,666	45,551	46,185	47,100
Level 3.2	44,166	45,148	45,668	46,683	47,221	48,270
Level 3.3	45,253	46,268	46,792	47,842	48,383	49,468
Level 3.4	46,376	47,416	47,953	49,028	49,583	50,695
Level 4	47,469	48,534	49,083	50,184	50,752	51,890
Level 4.1	48,649	49,740	50,303	51,431	52,013	53,179
Level 4.2	49,856	50,975	51,551	52,708	53,304	54,500
Level 4.3	51,095	52,242	52,832	54,018	54,629	55,855
Level 4.4	52,364	53,539	54,144	55,360	55,985	57,242
Level 5	53,673	54,877	55,498	56,743	57,385	58,673
Level 5.1	55,007	56,242	56,877	58,155	58,811	60,132
Level 5.2	56,373	57,639	58,289	59,599	60,271	61,625
Level 5.3	57,775	59,072	59,739	61,081	61,770	63,158
Level 5.4	59,210	60,541	61,223	62,599	63,305	64,727
Level 6	60,610	61,972	62,671	64,079	64,802	66,257
Level 6.1	62,117	63,512	64,228	65,672	66,412	67,905
Level 6.2	63,661	65,092	65,826	67,306	68,064	69,594
Level 6.3	65,244	66,711	67,463	68,979	69,756	71,324
Level 6.4	66,868	68,371	69,141	70,696	71,492	73,099



## 51. SCHEDULE D - RECLASSIFICATION PROCEDURE

	<div style="background-color: #005596; color: white; padding: 5px; text-align: center;"><b>Reclassification Procedure</b></div>
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### 1. Introduction

Where an employee considers the classification level assigned to their position does not properly reflect the duties and responsibilities of the position, the employee may seek a reclassification of his/her position.

The reclassification procedure enables all employees to clearly outline factors relevant to their position, which may warrant reclassification. These factors include:

- Increase in the volume of work
- Changes in the level of skills/qualifications
- Increase in the levels of responsibility (articulated in the revised position description)
- Changes in the value of work

A request for reclassification from an employee may come about as a result of the staff development and appraisal process or may be instigated at any other time that an employee believes their position has changed to such an extent that reclassification is requested.

### 2. Procedure

The reclassification procedure is only for use in situation where employees and/or their Supervisors request for a permanent change in classification. Any request for higher duties allowance or "off standard" duties should be directed through each employee's Supervisor.

As the classification review process is based on an assessment of the duties and responsibilities of the position at the time the claim is submitted, it is imperative that these are firmly established as part of this process. Claims for classification review will not generally be considered by Human Resources unless the duties and responsibilities required of the position, articulated in a revised position description, have been agreed between the staff member, his/her Supervisor, Program Manager and Director.



Below is the procedure which is to be undertaken:

**Step 1:**

The employee is required to complete a Request for Reclassification of Position form. This form is available on the Council's intranet.

**Step 2:**

Employees are also required to submit any adjustments to their position description with the reclassification form.

**Step 3:**

Once the employee has completed the reclassification form (including revised position description), the employee should lodge the form with Human Resources.

**Step 4:**

Human Resources will send the Request for Reclassification form and revised PD to the immediate Supervisor for comment and approval of the revised PD. The Supervisor will then return the documentation to Human Resources. This process will be repeated with the Program Manager, followed by the Executive Manager (if applicable) and finally the Director who must provide a recommendation of the request.

- If the request is recommended for approval by the Director, it is then submitted to the Human Resources Program.

**Step 5:**

The Human Resources Program will contact the employee on receipt of the request. The contact will involve a telephone call and acknowledgment letter.

**Step 6:**

HR will issue a letter to the employee advising them of the outcome. The Human Resources Program will then investigate the merits of the request, as follows:

- An interview (and any other investigations as are necessary) may be conducted with the staff member, their Supervisor and Program Manager and also the relevant Director if deemed necessary.
- The request is considered in line with both the Award provisions and the issues as outlined in the request for reclassification position form by the employee and his/her Supervisor and/or Program Manager.

This assessment will be in terms of the duties and responsibilities required of the staff member; it is not an assessment of the staff member's work performance or capacity.

Employees should note that it is not appropriate to reward above-average or outstanding performance through an upwards reclassification level where the requested higher level is not consistent with the position requirements.

- The Human Resources Program will then make a recommendation which will be forwarded to the Executive Management Team for consideration and determination.

- The Human Resources Program will contact the employee to update them on the status of their request. This feedback will involve a telephone call and a letter.

**Step 7:**

If approved by the Executive Management Team, the reclassification is returned to the Human Resources Program for implementation.

**3. Timeframe**

The reclassification procedure will not exceed a period of three (3) months following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the employee shall be back paid to the date three (3) months after the application was received by Human Resources.

**4. Notification**

All employees will be contacted on the outcome of their reclassification request, by the following methods:

- Telephone call to the employee to notify them of the outcome.
- Letter to the employee outlining the outcome.
- Letter copied to Pay & Benefits to update the employees details.
- Email notification to the Supervisors and/or Program Manager to notify them of the decision.

## 52. SCHEDULE E - CAREER PATH FOR PLUMBERS

### CAREER PATH FOR PLUMBERS UNDER THE BUILDING TRADES PUBLIC SECTOR AWARD – STATE WHO ARE NOT OTHERWISE SUBJECT TO A CAREER PATH PROVIDED UNDER THEIR RESPECTIVE STATE AWARD

#### DESCRIPTION

#### MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 5 100%)

#### 1. POSITION DETAILS

<b>Title</b>	<b>Plumber</b>
<b>Award</b>	<b>Building Trades Public Sector Award – State</b>
<b>Stream</b>	<b>Services Stream</b>
<b>Level</b>	<b>Plumber Level 5 (100% of M.C.C. Base Plumbing Rate)</b>
<b>Prerequisite</b>	<b>A Current Licence with the Plumbers and Drainers Licensing Board</b>
<b>Directorate</b>	<b>Mackay Regional Council – Water and Building/Maintenance</b>

#### 2. POSITION OBJECTIVES

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

##### 2.1 Skills – Requirements

Those of the Building Trades Award State Level 4 and to the level of skills and training:

- Understanding of quality control techniques;
- Ability to inspect products and/or materials for conformity with established standards;
- Good interpersonal communication skills;
- Ability to work in a safe manner as not to cause self injury or injury to others;
- Ability to exercise discretion and utilise basic fault finding skills in the cause of their work;
- Ability to work under limited supervision either individually or in a team environment;
- Ability to instruct apprentices in the correct performance of work.

##### 2.2 Indicative Tasks

The following tasks are indicative of Level 5:

- Carry out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
- Select materials and operate machinery and/or equipment to produce articles in accordance with trade standards;
- Identify and initiate relevant action to obtain materials, tools and machinery requirements for a particular job;
- Maintenance and use of hand held pneumatic, power and personal tools;
- Understands and undertakes basic quality control/assistance procedures on the work of employees in lower classifications;
- Assist in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- Operates all lifting equipment incidental to his/her work;
- Performs non-trade tasks incidental to his/her work;
- Performs work which, while primarily involving the skills of an employees trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- Approves and passes first off samples and maintains quality of product;
- Operates, sets up and adjust all production machinery within the trade to the extent of training given;
- Can perform maintenance functions; and

- Other tasks as directed in accordance with their level of skill and training.

### 2.3 Relevant Training

Training necessary to reach Level 5 within six months of commencing work for the Council. This will include on-the-job training in the placement of valves, pits etc and Council procedures.

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement: Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer.

## DESCRIPTION

### MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 6 105%)

#### 1. POSITION DETAILS

<b>Title</b>	<b>Plumber</b>
<b>Award</b>	<b>Building Trades Public Sector Award – State</b>
<b>Stream</b>	<b>Services Stream</b>
<b>Level</b>	<b>Plumber Level 6 (105% of M.C.C. Base Plumbing Rate)</b>
<b>Prerequisite</b>	<b>A Current Licence with the Plumbers and Drainers Licensing Board and six months experience in competent performance of work required within Mackay Regional Council – Water and Building Maintenance</b>
<b>Directorate</b>	<b>Mackay Regional Council – Water and Building/Maintenance</b>

#### 2. POSITION OBJECTIVES

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

##### 2.1 Skills – Requirements

Those of the Building Trades Award State Level 5 and to the level of skills and training and a knowledge of work systems and procedures within the Council such as location of valves and pits and:

- Perform work under general supervision either individually or in a team environment. Is able to examine, evaluate and develop solutions to problems within the scope of this level;
- Understand and implement quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
- Exercise discretion and utilise fault finding skills in the course of their work;
- Work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;
- Exercise good interpersonal skills;
- Provides guidance assistance as part of a work team;
- Whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements.

It is expected that a tradesperson would achieve this level of skill and competence within six months of commencing work at the Council.

##### 2.2 Indicative Tasks

The following tasks are indicative of Level 6:

- Read, interpret and calculate information from production drawing, prints or plans;
- Assist in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- Exercise trades skills relevant to the requirements of the enterprise at a level higher than an employee at Level 5;
- Operates a wide range of complex machines or equipment in the workplace;
- Ability to apply relevant legislation to work of self and others;
- Any other tasks as directed in accordance with their level of skill training.

### **2.3 Relevant Training**

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement.

Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer.

## **DESCRIPTION**

### **MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 7 110%)**

#### **1. THE POSITION**

<b>Title</b>	<b>Plumber</b>
<b>Award</b>	<b>Building Trades Public Sector Award – State</b>
<b>Stream</b>	<b>Services Stream</b>
<b>Level</b>	<b>Plumber Level 7 (110% of M.C.C. Base Plumbing Rate)</b>
<b>Prerequisite</b>	<b>A Current Licence with the Plumbers and Drainers Licensing Board and experience in competent performance of work required within Mackay Regional Council – Water and Building Maintenance and 120 hours of accredited training or equivalent experience.</b>
<b>Directorate</b>	<b>Mackay Regional Council – Water and Building/Maintenance</b>

#### **2. POSITION OBJECTIVES**

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

##### **2.1 Skills – Requirements**

Those of the Building Trades Award State Level 6 and to the level of skills and training and a knowledge of work systems and procedures within the Council such as location of valves and pits and 120 accredited training or equivalent experience:

- Exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- Provide guidance and assistance as part of a work team;
- Assist in the provision of training in conjunction with supervisors and trainers;
- Understand and implement quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
- Work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards

and unsafe work practices which may affect others in the team environment;

- Exercise excellent interpersonal skills;
- Perform work under limited supervision either individually or in a team environment;
- Exercise discretion within their level of skill.

## 2.2 Indicative Tasks

The following tasks are indicative of Level 7:

- Exercise high precision trade skills using various materials and/or specialised techniques;
- Utilising additional trade licenses;
- Utilising post trade skills;
- Perform operations on a CAD/CAM terminal in performance of routine modifications.

## 2.3 Relevant Training

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement.

Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer.

### DESCRIPTION

#### MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 8 115%)

## 1. THE POSITION

<b>Title</b>	<b>Plumber</b>
<b>Award</b>	<b>Building Trades Public Sector Award – State</b>
<b>Stream</b>	<b>Services Stream</b>
<b>Level</b>	<b>Plumber Level 8 (115% of M.C.C. Base Plumbing Rate)</b>
<b>Prerequisite</b>	<b>A Current Licence with the Plumbers and Drainers Licensing Board and experience in competent performance of work required within Mackay Regional Council – Water and Building Maintenance and 240 hours of accredited training or equivalent experience.</b>
<b>Directorate</b>	<b>Mackay Regional Council – Water and Building/Maintenance</b>

## 2. POSITION OBJECTIVES

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

### 2.1 Skills – Requirements

Those of the Building Trades Award State Level 7 and to the level of skills and training and a knowledge of work systems and procedures within the Council and a further 120 accredited training or equivalent experience:

- Exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- Provide guidance and assistance as part of a work team;
- Assist in the provision of training in conjunction with supervisors and trainers;

- Understand and implement quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
- Work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;
- Exercise excellent interpersonal skills;
- Perform work under remote supervision either individually or in a team environment;
- Exercise discretion within their level of skill; and
- Reads, interprets and applies information from plans.

## **2.2 Indicative Tasks**

The following tasks are indicative of Level 8:

- Exercise high precision trade skills using various materials and/or specialised techniques;
- Utilising additional trade licenses;
- Utilising post trade skills;
- Perform operations on a CAD/CAM terminal in performance of routine modifications; and
- Exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, and design or commissioning of systems such as water supply, sanitary, waste disposal and drainage.

## **2.3 Relevant Training**

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement.

Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer

### 53. SCHEDULE F -COMMUNITY SERVICES DEPARTMENT

All provisions of the Agreement including those provisions referred to in this Schedule, shall apply to employees covered by this Schedule and employed in the Community Services Department as structured at the date of certification

For the purpose of this schedule the Community Services Department comprises the following programs:

- Community Development & Libraries;
- Property Services;
- Economic Development;
- Recreational Services; and
- Convention Precinct (Artspace, Festivals and Entertainment Precinct (MECC)).

#### 1. SPAN AND SPREAD OF HOURS (Excluding Entertainment Precinct (MECC))

In recognition of the diversity of services provided by Local Governments and the fact that the Communities that Local Governments service, require many of the services to be delivered outside of regular 6.00am to 6.00pm working hours, Monday to Friday, where employees are employed within the facilities of the Community Services Department, other than the Entertainment Precinct, the ordinary span of hours may need to be altered.

- Over the life of this Agreement, where MRC seeks to alter the ordinary span and spread of hours from the standard 6.00am to 6.00pm, Monday to Friday to the greater span of hours, ie, 6.00am to 8.00pm any five (5) days out of seven (7), they will do so in accordance with clause 12.3 of the Agreement excluding sub clause 12.3.2 only.
- A standard penalty rate of time and a quarter, will apply to ordinary hours worked on Saturdays.
- In the event that the ordinary span of hours are modified the penalty rate paid after 6.00pm Monday to Friday will be at time and a quarter for ordinary hours worked.
- A standard penalty rate of time and a half, will apply to ordinary hours worked Sundays.
- Overtime will be paid on the applicable overtime rates, as per the main body of this Agreement, based on the ordinary rate of pay for the applicable day.

Where the employee seeks to alter the spread of regular ordinary hours, which includes weekends or to vary their span of ordinary hours in any twenty four (24) hour period to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request and the employer shall not be liable for any penalty rates for the ordinary hours

#### 2. Recreational Services

In recognition of Recreational Services operating in a dynamic industry, seven (7) days a week with seasonal resource requirements during autumn/winter and the requirement for flexibility due to unforeseen weather patterns in the Mackay Region, the following will apply:

- At the time of engagement, the MRC and casual employee may agree in writing on a pattern and the number of ordinary hours worked per day relevant to the casual employee's position. This can be modified at any time by mutual agreement.
- In the absence of a written agreement as to the number of ordinary hours to be worked, a minimum engagement of one (1) hour will apply;

Where the shift of a casual employee is to be cancelled being no longer required, at least twelve (12) hours clear notice will be given of the cancellation of the shift with the shift to then be totally cancelled without payment given time was not worked. In the absence of such notice, payment will be made for the minimum engagement period of one (1) hour.

Where the employer wishes to change the rostered hours of a casual employee (including reduction in hours), a minimum of one (1) hours notice is required.

The ordinary span of hours will be aligned to approved industry standards of 5.00am to 8.00pm Monday to Sunday inclusive. When MRC seeks to align to the approved industry hours, it will be done in accordance with clause 12.3 excluding sub-clause 12.3.2 only.



Where an employee on any one day, by mutual agreement, performs multiple roles involving more than one hour in each role, such employee will be paid at the higher rate for the entire day/shift. Where the higher rate applies, each engagement of ordinary hours will stand alone and not compound.

Staff unable to attend work are required to advise non-attendance, no later than one (1) hour prior to rostered commencement time.

In recreational areas where the employer requires pools to be shut down for circumstances such as annual seasonal shutdown, maintenance purposes, and/or where extreme weather conditions occur arising beyond the employers control, employees will in the first instance be required to expend accrued leave, RDO's or TOIL for the period. Following this, every endeavour will be made to locate alternative gainful employment with MRC at a similar level, however where employees cannot be gainfully employed in other areas/programs, and where no accruals exist, these employees shall be stood down without pay.

### **3. Entertainment Precinct – (MECC)**

In recognition of the Entertainment Precinct, due to industry and community needs, operating varying hours across seven (7) days a week, the following is required to meet requirements:

- 3.1 Salary scales applicable shall be per Entertainment Precinct Staff Schedule C.
- 3.2 Staff within the Entertainment Precinct appointed under the salaried staff schedule prior to certification of this Agreement will continue under their existing conditions unless agreed otherwise.
- 3.3 Ordinary hours of work will be thirty eight (38) hours per week, worked in any reasonable roster configuration between 6.00am and 12.00pm (midnight). Saturdays and Sundays are to be regarded as ordinary time days, and employees are able to work any five (5) out of seven (7) days (any ordinary hours worked in these configurations are without penalty).
- 3.4 Ordinary hours will not exceed ten (10) hours on any one (1) day or thirty eight (38) hours per week in any five (5) days out of seven (7).
- 3.5 In a shift exceeding ten (10) hours, overtime authorised by a supervisor or manager will be paid at time and a half.
- 3.6 Employees will be provided with a minimum ten (10) hour break between the cessation of one shift and the commencement of another. Where an employee commences work before the ten (10) hour break, at the direction of the employer, the employee shall be paid at double time off in lieu, until the officer is released from duty for such period.
- 3.7 Where additional time is approved past thirty eight (38) hours over five (5) successive days, additional time worked on a sixth or seventh day, will be paid at time and a half for the first "five hours" and double time thereafter. Permanent employees may be paid overtime or take as TOIL.
- 3.8 Casual employees may be engaged at ordinary rates, any five (5) days out of seven (7) between 6.00am and 12.00pm midnight, including Saturdays and Sundays to a maximum of ten (10) hours per day and thirty eight (38) hours per week.
- 3.9 Casual employees working outside of, or in excess of ordinary hours, will be paid at the appropriate hourly rate, plus 50%.
- 3.10 The timing of taking of TOIL will be to meet organisational operating requirements taking into account the employees requirements (also noting Stand Down provisions).
- 3.11 To balance the seasonal operations of the Entertainment Precinct, TOIL may be accrued for a maximum of twelve months. If not taken at the conclusion of this period, accrued TOIL will be paid out at the ordinary time rate. Accrued TOIL at separation will also be paid out at the ordinary time rate.
- 3.12 Stand Down Provisions - The nature of the work at the Entertainment Precinct determines that due to circumstances beyond the employer's control, there may not be sufficient work at times for employees. In such circumstances, any employee who cannot be gainfully employed the employee shall be required to take any accumulated leave (including TOIL), failing which they shall be stood down, without pay. This provision is to be read in conjunction with Section 98 of the *Industrial Relations Act 1999* (Queensland).
- 3.13 Where a permanent employee (excluding Cleaners) is required to perform work on a Public Holiday, such

employee will be paid at double time off in lieu with a minimum of three (3) hours.

3.14 Where Cleaners are required to perform work on a Public Holiday, such employee will be paid at double time off in lieu with a minimum of two hours.

3.15 Casual Loadings:

6.00am – midnight	25%
midnight – 6.00am	31%

## 54. SCHEDULE G - EXISTING AGREEMENTS



### Internal Memo

**To:** **Dan McKinlay**  
*Director Corporate Services*

**CC:** **Alexis Evans**  
*Manager Human Resources*

**From:** **Lawrence Booth**  
*Manager Customer Services*

**Re:** **Amendment to Flexible Work Arrangement – Customer Service Program**

**Date:** **11 March 2009**

#### 1. Purpose

Following certification of Mackay Regional Council's Certified Agreement (2008) with the Queensland Industrial Relations Commission, the Customer Service program seeks to amend its Flexible Work Arrangement.

#### 2. Background

Under an earlier Enterprise Agreement with the former Mackay City Council, a Flexible Working Arrangement with the Customer Service program was approved.

Mackay Regional Council's Certified Agreement (2008) at Clause 16.3 provides that "Flexible Work Arrangements currently in existence will be maintained during the life of this Agreement unless an agreement is reached between both parties to amend the existing Agreement."

#### 3. Proposed Amendment

The Customer Services program wishes to take advantage of the provisions of Clause 16.9 of the Certified Agreement (2008), which generally allows for a 9 Day Fortnight.

It is proposed that a 12-month rotating roster be prepared, which identifies on which day of the week individual staff are permitted to take their Rostered Day Off. A proposed Roster is attached to this memo.

Under the Roster, staff will have every second RDO on a Tuesday, Wednesday or Thursday on rotation in accordance with the published Roster. Staff will be permitted to swap RDO with the approval of their immediate supervisor or Manager Customer Services. Customer Services staff will be required to work 8:07 hours per day to accrue an RDO every 9 days.

Customer Service staff have been provided information about the proposed amendment to the Flexible Work Arrangement in writing. Also, all staff have been provided with the opportunity to attend an Information Session about the

amendment, conducted by Manager Customer Services and Manager Human Resources.

Staff were asked to vote on the proposal in a secret ballot, which was overseen by Human Resources. 100% of staff are in favour of the proposed amendment.

#### **4. Flexible Work Arrangement Principles**

As Program Manager, I am satisfied that the proposal meets the four principles contained in the Certified Agreement, namely that the proposal:

- Does not diminish customer service levels, as we will have more staff available on Mondays and Fridays than we do under the existing Flexible Work Arrangement;
- Is cost neutral;
- Is practical and workable; and
- Does not compromise Workplace Health & Safety.

#### **5. Proposed Wording of the Amendment to the Customer Service Flexible Work Arrangement**

It is proposed to amend the wording of the existing Flexible Work Arrangement by the insertion of the following:

"Staff in Customer Services are permitted to access the 9 Day Fortnight provisions of the Mackay Regional Council Certified Agreement (2008), subject to the preparation in advance of a 12-month Rotating Roster, that identifies the days on which staff are to take their RDO. Under the Roster, staff will have every second RDO on a Tuesday, Wednesday or Thursday on rotation in accordance with the published Roster. Staff will be permitted to swap RDO with the approval of their immediate supervisor or Manager Customer Services. Customer Services staff will be required to work 8:07 hours per day to accrue an RDO every 9 days."

#### **6. Recommendation**

It is recommended that approval be granted to amend the Customer Service program's existing Flexible Work Arrangement as detailed in section 5 above.

**Lawrence Booth**  
*Manager Customer Services*



## TECHNICAL SERVICES PROGRAM – NUMBER TSPOLICY NUMBER

**POLICY TITLE:** FLEXIBLE WORKING HOURS PROPOSAL

**SUB-TITLE:**

**ADOPTED:** FOLIO - Date in words

**AMENDED:**

**REVOKES:**

### 1. POLICY DEFINITIVE STATEMENT

#### FLEXIBLE WORKING ARRANGEMENTS

The parties agree that flexible work arrangements may be developed by agreement with the affected parties for any program within Council.

Flexible working arrangements must satisfy the following four (4) principles:

- Current customer service requirements continue to be maintained
- They must be cost neutral
- They must be practicable and workable
- They must not compromise workplace health and safety

In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.

The employer is to clearly record all instances where a change has been implemented in accordance with this Agreement.

By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances shall the employer require an employee to work beyond ten (10) ordinary hours per day.

Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Agreement will operate to the extent necessary to give effect to the new work arrangements, provided that:

- The terms of the new work arrangement are in writing and have been signed by the employer and the employee or their nominated representative
- A majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice has been given.

A copy of any arrangements made pursuant to this Clause must be provided to the employee and the employee's nominated representative and shall be read as part of this Agreement.



## 2. POLICY CONDITIONS

### 2.1 AUTHORITY

Director has authority to set commencement and finishing times and bandwidth to the convenience of the Program.

### 2.2 RESPONSIBILITY OF SUPERVISOR AND EMPLOYEE

The employee's Supervisor is responsible for ensuring the accuracy of information on the timesheet and the continuity of work flow. Employees are responsible for accurately completing their individual timesheet. Employees will capture both flex on and flex off on their timesheet.

Flex on – 511

Flex off – 512

### 2.3 CORE TIME LEAVE

As a general rule, an employee may be granted the following core time leave during one settlement period.

- Two (2) mornings
- Two (2) afternoons
- One (1) morning and one (1) afternoon (separately or as a full day).

#### 2.1.1 Core Time Leave can only be taken, subject to the following conditions:-

- a) Flex Credits must be established prior to being used for Core Time Leave.
- b) Prior approval of the Supervisor must be obtained (verbal approval only is required).
- c) Core Time Leave can be taken on only two (2) occasions in any Settlement Period; exception, same as for (d).
- d) The full extent of Core Time Leave cannot be taken on each of two (2) consecutive days even though they may be in different Settlement periods. Exception may be authorised by a Supervisor when approval has been granted by the Program Manager.
- e) Employee's freedom to elect their own hours of duty must always be within the constraints of the Program's efficiency.
- f) Mackay Regional Council supports flexible work arrangements that suit both the organisation and the employee to take into account a balance of work and life responsibilities. As a general rule, there will be a nine (9) day fortnight, however there are clear working areas where different arrangements have and will be made.

Employees are to consult and co-operate with their Supervisors at all times, and whilst it is hoped that Supervisors will allow staff maximum flexibility under the scheme, it is appreciated that, at times, it will not be possible to allow all staff the freedom they may wish.





### 3. DEFINITIONS

For the purposes of this clause, the undermentioned terms shall have the corresponding meanings:

"Bandwidth" is the time-span between the earliest commencing time and the latest ceasing time permissible for ordinary work.

"Core Times" are the periods during the day when all officers shall perform ordinary duty (unless absent on approved leave).

"Flexible Periods" are the time spans within the bandwidth and outside of core time when, subject to the requirements of the particular position, the agreement of the supervisor concerned and the various provisions of this clause, officers may vary their commencing and ceasing times for ordinary work.

"Settlement Period" is the prescribed period of time during which officers shall accumulate the equivalent of standard hours by way of ordinary work during the bandwidth, by way of approved leave, or by way of credit for public holidays falling on normal working days: provided that, subject to the conditions prescribed in this clause, officers shall be entitled to carry over certain flex credits or flex debits between settlement periods.

"Standard Hours" are the ordinary hours of duty.

"Standard Day" is the total daily working hours occurring during standard hours.

"Flex Credit" is the amount of time that an officer performs ordinary work and/or obtains credit for periods of approved leave during the bandwidth on an ordinary working day in excess of a standard day.

"Flex Debit" is the amount of time less than a standard day that an officer performs ordinary works and/or obtains credit for periods of approved leave during the bandwidth on an ordinary working day.

"Carry-over" is the amount of accumulated flex credit or flex debit which, subject to the provisions of this clause, an officer shall carry over between consecutive settlement periods.

"Core Time Leave" is an approved absence during prescribed core times.

### 4. WORKING ARRANGEMENTS

(i) Officers must at all times obey the directions given by their Supervisor's regarding hours of work during the bandwidth.

(ii) All officers shall give first priority to the maintenance of acceptable work-flows.

(iii) An officer who fails to comply with the procedures within this document to the satisfaction of the Program Manager shall, upon instruction from the Director, work standard hours. Thereafter, time worked by direction by such officer outside standard hours shall be recorded as overtime and shall be paid for at the appropriate overtime rate.



## 5. CONDITIONS OF EMPLOYMENT

(i) Bandwidth shall be between 6.00am and 6.00pm. Mondays to Fridays inclusive. No officer shall gain any advantage for work performed outside the bandwidth except in the case of authorised overtime.

(ii) Core times shall be between the hours of 9.00am to 12.00 noon and 2.00pm to 4.00pm Mondays to Fridays inclusive, except where the Director shall determine otherwise.

(iii) Flexible periods shall be between the hours of 7.00am to 9.00am, 12 noon to 2.00pm, and 4.00pm to 6.00pm, except where the Director shall determine otherwise.

(iv) Nominal standard hours shall be 8.30am to 4.45pm Mondays to Fridays inclusive with a lunch break of one hour between 12 noon and 2.00pm.

(v) Standard day shall be 7 hours 15 minutes.

(vi) Where an officer so elects, such officer shall be able to make application to the Program Manager in order to participate in a permanent nine day fortnight or nineteen day month arrangement. Working hours under these arrangements are to satisfy the bandwidth and core times set out in this document.

### 5.1 Maximum Hours

5.1.1 An officer unless directed by the Program Manager shall not work more than nine (9) hours during the bandwidth on any one day, or more than five (5) hours between the commencement of work and the commencement of a lunch break or from the time of finishing a lunch break to the time of ceasing work for the day within the bandwidth.

5.1.2 Any time worked by direction of the Program Manager in excess of nine (9) hours during the Bandwidth on any one day, or in excess of the period of five hours, mentioned in paragraph 5.1.1 shall be regarded as overtime and paid for as such

### 5.2 Lunch Break

All officers other than those directed by the Program Manager shall take a lunch break of not less than thirty (30) minutes duration between the hours of 12 noon and 2.00pm.

### 5.3 Rest Pause

5.3.1 A rest pause of fifteen (15) minutes duration in accordance with section 12.9 of the MRC Certified Agreement 2008 morning or afternoon in the employer's time shall be allowed each officer covered by this clause at a time to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity in the opinion of the employer is necessary.

5.3.2 Settlement periods to be of one fortnight's duration.

5.3.3 During each settlement period an officer may accumulate seventy two (72) hours thirty (30) minutes by way of time actually worked and/or approved leave during the prescribed bandwidth and credit for public holidays which occur upon Mondays to Fridays inclusive. Provided that, subject to the provisions of paragraph 5.3.7 hereof, officers' carry-over of flex credits or flex debits existing at the commencement of a settlement period shall be counted when calculating such seventy two (72) hours thirty (30) minutes.





5.3.4 Provided further that, subject to the provisions of paragraph 5.3.7 hereof, an officer shall be entitled to carry-over prescribed flex credits or flex debits to the next settlement period.

5.3.5 Should an officer be ill on an approved day-off, the officer may apply for sick leave of 7-1/4 hours instead. That officer is then free to seek approval for further core time leave, during the same settlement period.

5.3.6 Nothing in this clause shall entitle an officer to receive a flex credit for any period during which the officer is on approved leave other than core time leave during the bandwidth, except in those cases where a full day's absence is involved, when the credit for that day shall be 7-1/4 hours.

5.3.7 Flex credits and flex debits shall accumulate from one working day to the next and, subject to the provisions of paragraph 6 hereunder, between settlement periods.

5.3.8 At no time during a settlement period shall a flex credit exceed fourteen (14) hours thirty (30) minutes or a flex debit exceed seven (7) hours fifteen (15) minutes.

An officer who resigns, retires, is appointed to a department, or division, subdepartment, branch or section where flexible working hours has not been introduced, or otherwise ceases duty, shall ensure that the officer does not possess flex credits or flex debits at the time of cessation of duty with the department etc. in which flexible working hours apply; provided that any such officer shall not receive compensation for a flex credit existing at the time of such cessation of duty; provided further that an officer possessing a flex debit at the time of such cessation of duty shall have a corresponding deduction from the officer's salary (to be deducted during a subsequent fortnightly pay period).

## 6. CARRY-OVER

Carry-over –flex credits and flex debits which an officer has accrued at the end of a settlement period shall, subject to the following conditions, be carried over to the commencement of the officer's next settlement period and subsequently be added to flex credits or flex debits which accumulate during such period.

The maximum flex credit carry-over which an officer shall be allowed shall be Thirty six (36) hours fifteen (15) minutes

If at the end of a settlement period an officer's carry-over credit is in excess of Thirty six (36) hours fifteen (15) minutes, no payment shall be made for such excess period, i.e., the time will be forfeited.

Carry-over of a flex debit will not be permitted unless approved by the Program Manager. Unless such approved debit is adjusted by the officer concerned during the next settlement period, appropriate deduction from salary shall be made.

Subject to the following conditions, an officer may be granted core time leave:

1. If the officer has accumulated an equivalent amount of flex credit as at the commencement of the day upon the period of core time leave is required, and



2. If prior approval of the officer's supervisor has been obtained. Provided that no more than two periods of core time leave shall be taken in any one settlement period.

Provided further that the full extent of core time leave cannot be taken on each of two (2) consecutive days, even though they may be in different settlement periods, unless approved by the Program Manager.

An officer may take core time leave on the working day immediately preceding and/or immediately following any period of annual leave or long service leave, as the case may be, unless the Program Manager determines otherwise.

When offices are required to be open to the public between certain hours, officers employed in these areas must be present during these hours, unless a relief officer is available.

**SIGNATORIES**

Signed for and on behalf of **Mackay Regional Council**..... Peter Hamilton Franks  
 In the presence of ..... Bridgeen Therese Doherty

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 Association of Professional Engineers,  
 Scientists and Managers, Australia, Queensland Branch, Union of Employees ..... Michelle Rae  
 In the presence of:..... David Pullen

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

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

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland ..... Gary Bullock  
 In the presence of:..... M. Loster-Paszkowski

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

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... Kath Nelson  
 In the presence of:..... Cary Pollock