

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Mount Isa City Council Certified Agreement 2013-2015
CA/2012/564

COMMISSIONER KNIGHT

4 February 2013

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 25 January 2013 the Commission certifies the following written agreement:

Mount Isa City Council Certified Agreement 2013-2015
(CA/2012/564)

made between:

- Mt Isa City Council
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- United Voice, Industrial Union of Employees, Queensland
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

The agreement was certified by the Commission on 25 January 2013 and shall operate from 25 January 2013 until its nominal expiry on 30 June 2015.

This agreement shall replace the *Mount Isa City Council Enterprise Bargaining Agreement 2009-2012 (CA/2009/123)* which shall cease to apply from the date of the certification of this agreement.

By the Commission.

M.L. KNIGHT
Commissioner

**MOUNT ISA CITY
COUNCIL**

**CERTIFIED
AGREEMENT**

2013-2015

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PART 1 – PRELIMINARY

1 Title

1.1 This agreement shall be known as the Mount Isa City Council Enterprise Bargaining Agreement 2013 - 2015 and shall be made in the Queensland Industrial Relations Commission.

2 Purpose of the Agreement

2.1 To achieve equitable pay outcomes for all employees and to reduce the number of agreements.

2.2 Through this agreement, the development of strong cooperative relationships between the Council, its employees and the unions bound by this agreement will be facilitated. These relationships will be characterized by openness, transparency and a commitment to effective consultation.

2.3 This agreement establishes a focus, aimed at providing a stronger service-wide context for enterprise bargaining and pay outcomes.

2.4 With this in mind, the objectives of this agreement are to:

- a) provide a fair and equitable pay outcome;
- b) provide fair and equitable entitlements
- c) foster relationships between the parties to this agreement that are based on mutual respect, trust and preparedness to consider alternative viewpoints;
- d) promote a balance between work and personal commitments;
- e) provide a safe and healthy workplace;
- f) provide rewarding jobs and ensure that all employees are appropriately valued and rewarded;
- g) Facilitate continuous improvement in cost and service delivery; and
- h) Improve employee retention.

2.5 Through this agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working.

3 Definitions

3.1 Award – The Awards set out in Clause 7.

3.2 Council – Mount Isa City Council

3.3 Date of Effect – the date of certification by the Queensland Industrial Relations Commission.

3.4 Productivity – Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:

- a) the provision of the same levels and quality of services at a lesser input;
- b) the provision of a greater level of customer service at the same or lesser input;
- c) the development of a capacity to provide increased services in those work units where growth is occurring;
- d) updating technology; and
- e) an agreed combination of the above.

3.5 Union – The Unions listed as party to this agreement at Section 6.

3.6 CEO – Chief Executive Officer of Mount Isa City Council or delegate.

4 Application

4.1 This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant, except as provided hereunder:

Provided that any Mount Isa Council employee whom is employed by Council in accord with a Common Law Contract entered into under the terms and provisions of Clause 6.5 or 6.6 of the Queensland Local Government Officers' Award 1998 shall be exempt from any terms and conditions of this Certified Agreement, where:-

- a) the contract states that the agreement will not apply to the terms and conditions applicable to the employee; and
- b) the terms and conditions of the contract did not result, on balance, in a reduction of the overall terms and conditions of employment applicable to the employee under this Agreement.

4.2 The terms and conditions of the relevant awards listed in this Agreement shall be incorporated as they were at the date of certification unless excluded or modified as an expressed term of this Agreement.

5 Review of Certified Agreement

5.1 The parties undertake to commence discussions on a replacement certified agreement, at least 4 months prior to the expiry of this Agreement.

6 Parties Bound

6.1 The parties to this agreement are Mount Isa City Council ABN 48 701 425 059 and its employees subject to this Agreement and the following unions:-

- a) The Australian Workers' Union of Employees, Queensland (AWU) ABN 54942 536 069;
- b) The Queensland Services Union, Industrial Union of Employees (QSU) ABN 863 516 656 53;
- c) Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA) ABN 73 089 711 903;
- d) The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU);
- e) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

(CFMEU) ABN 59 459 725 116;

- f) The Plumbers and Gasfitters Employees' Union of Australia, Qld Branch, Union of Employees (P.G.U.) ABN51 918 867 235;
- g) United Voice, Industrial Union of Employees, Queensland (UVQ); and
- h) Association of Professional Engineers, Scientists and Managers of Australia (A.P.E.S.M.A.) ABN 99 589872 974.

7 Relationship to Parent Awards

7.1 This agreement shall incorporate the parent awards listed below as they were at the date of certification, provided that where there is any inconsistency between this agreement and the parent awards listed below, this agreement shall take precedence to the extent of the inconsistency:-

- a) Local Government Employees (Excluding Brisbane City Council) Award – State 2003;
- b) Queensland Local Government Officers Award 1998;
- c) Engineering Award – State 2002;
- d) Building Trades Public Sector Award – State 2002;
- e) Theatrical Employees – Local Authority Area Theatres Award - State 2005; and
- f) Hotels, Resorts and Certain Other Licensed Premises Award – State (excluding South-East Queensland)

8 Date and Period of Operation

8.1 This Agreement shall operate from 1 January 2013 to 30 June 2015; and

8.2 This agreement will continue to operate until a new Agreement is made.

9 Posting of Agreement

9.1 A true copy of this Agreement shall be displayed in the workplace with convenient access to employees.

10 Commission Standard

10.1 This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or departure from Commission Standards of hours of work, annual leave with pay or long service leave with pay.

11 Positive Employment Relations

11.1 New Employees

- a) The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- b) Council will make available to employees a document indicating that a Statement of Policy on Union

Encouragement issued by the Queensland Industrial Relations Commission. (Decision of Full Bench 1/10/2000).

11.2 Workplace Delegates

- a) The existence of accredited Union delegates and/or job representatives is encouraged.

11.3 Facilities and Conditions

- a) Council will make facilities available to the parties involved in any consultative forum set up in accordance with this Agreement: Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- b) Reasonable access to normal Council facilities such as, typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.
- c) Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement. No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

11.4 Workplace Delegates Leave

- a) Paid leave of absence of up to five (5) days per person per annum will be granted to employee delegates to attend trade union training, ACTU or specific Union training courses approved by the respective Union, subject to the following:-
 - i) Written applications must be submitted in advance with union documentation;
 - ii) Operational requirements;
 - iii) Approval by the CEO; and
 - iv) MICC is not involved in any costs for this training except for the payment of remuneration to the staff member.
- b) Failure by an employee to observe all requirements of this Clause will mean that the employee will not be able to access the benefits of this Clause.

11.5 Right of Entry

- a) An authorised officer of the Union will have rights of access and entry to the premises of the Council in accordance with Section 372 & 373 of the Industrial Relations Act for the following purposes:-
 - i) Meeting with workplace delegates;
 - ii) Meetings with members of staff;
 - iii) Meetings with relevant management team members on matters associated with this agreement or current industrial workplace issues;

- iv) To conduct union business matters or matters incidental to union business; and
- v) Do not disrupt the business or operations of MICC.

11.6 Meetings

- a) It is agreed that officers are entitled to use up to a total of 8 hours paid time to attend union meetings during normal working hours over the 3 year period of this Agreement under the following conditions:
 - i) Meetings are to be scheduled at the start or end of the working day to minimise disruption to work patterns;
 - ii) 7 days written or verbal prior notice of such meeting to be provided to the CEO;
 - iii) Approval will be subject to operational requirements;
 - iv) The parties will promote a participative and consultative workplace environment and encourage all employees to participate in union meetings; and
 - v) Any variation to this arrangement must be by Agreement between union delegates and the CEO.

11.7 Meeting notices and newsletters

- a) The Council will provide an accessible space on Council noticeboards within each work location for the posting of any relevant award and this agreement, and notices pertaining to employment relations within the workplace produced by the Unions. The Union workplace delegate will be provided with access to this space.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

12 Types of Employment

- a) Employees under this Agreement will be employed in one of the following categories:-
 - i) Full-time employment;
 - ii) Flexible Part-time employment;
 - iii) Casual employment; or
 - iv) Maximum term employment either on a Full-time or Part-Time basis.
- b) At the time of engagement the Council will inform each employee of the terms of their engagement.

12.1 Full Time Employment

- a) Full Time Employees shall, subject to the role in which they are appointed will be engaged to work a 76 hour or 72.5 hour fortnight.
- b) Full Time Employees shall be advised, on engagement, whether their ordinary hours are 76 or 72.5 hours per fortnight.

12.2 Part-Time Employment

- a) Part-Time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee in the relevant award. All award entitlements are paid on a pro-rata basis for part-time employees.
- b) Due to the nature of their status, part-time employees are not eligible to participate in the flexible work hours as prescribed in Clause 24 of this Agreement.

12.2.1 Pattern of Work for Part-time Employees

- a) For part-time employees, the Council and the part-time employee will agree in writing on an initial systematic pattern of work relevant to the position at the time of engagement. With mutual agreement, the employee may work additional hours over and above their systematic pattern, up to full time equivalent hours without incurring overtime rates.

12.2.2 Flexible Hours

- a) Where operational circumstances are such that it is not possible to set a systematic pattern of work and the employee works such hours in a sporadic manner, Council and part-time employees will agree to a range of hours that may be worked flexibly within a fortnight. Part-time hours may range from one day per week to a maximum of full-time hours. All hours worked up to full time hours of 72.5/76 hours per fortnight will attract ordinary rates of pay. Overtime will be paid for any hours worked in excess of the usual hours worked by an equivalent full time employee in any one day (8.16/8.44 hours).

12.3 Casual Employment

- a) Casual employment shall mean an employee engaged and paid as such by the Council, who is employed on an hourly basis, and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement period as prescribed in the relevant award.
- b) Casuals may work ordinary hours up to the equivalent of the weekly ordinary hours subject to minimum engagement periods as prescribed in the relevant award.
- c) Casual employees shall be paid a loading (in accordance with the relevant award) over the ordinary hourly rate.

12.4 Maximum Term Employment

- a) Maximum term employees shall be employees who, at the time of engagement, are advised of the anticipated maximum term of their employment. However, subject to the appropriate notice being

provided to such employees the term of the engagement can be terminated prior to the maximum term.

- b) In the absence of a new engagement being entered into, or an earlier termination, a maximum term employee's employment shall cease at close of business at the conclusion of the maximum term engagement.

13 Probation Period

- a) Appointment to all positions shall be for a 3 month probationary period unless there is agreement in writing between the Employer and the employee as to what may constitute a reasonable period of probation.
- b) The probation period is the final phase of the recruitment and selection process; a period where by the employer can validate the selection, by ensuring a good match between the person and the job. The purpose of a probation period is to provide a period of orientation and training, an opportunity to assess the employee's aptitude and capacity to perform in the role.
- c) The parties agree that new professional employees whom commence during the life of this Certified Agreement may have an initial probation period of up to 6 months at the discretion of the CEO. The following positions are indicative of the roles where a 6 month probation period is to be applied:
 - i) Professional positions requiring degree level qualifications such as Town Planners, Engineers, EHO's, Accountants, and Information Technology etc;and
 - ii) Positions requiring management and supervision duties such as Team Leaders, Supervisors, Managers etc
- d) An employee on probation has been appointed although he/she is not yet confirmed in a permanent role.
- e) The CEO may extend the period of probation if the employee has not met the expected performance outcomes of their role within the probation period.

14 Employment Security

- a) Council recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that Council must operate within the community expectations as determined by their elected councilors, State laws, available funds and budgeted priorities, and the terms of awards and agreements.
- b) The parties agree that the best way to provide ongoing security of employment in Council is for managers and employees to deliver the services and infrastructure required by the community as efficiently and effectively as possible.

15 Redundancy

15.1 Discussions before Terminations

- a) The Council shall hold discussions with the employee directly affected and where relevant, their unions:-

-
- i) Where the Council made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone;
 - ii) Where this is not due to the ordinary and customary turnover of labour; and
 - iii) That decision may lead to termination of employment.
- b) The discussion shall:
- i) Take place as soon as it is practicable after the Council has made a definite decision which will invoke the provisions of Discussions before Termination 15.1 (a) above; and
 - ii) Cover inter alia: - the reasons for the proposed terminations; measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- c) For the purpose of the discussion the Council shall, as soon as practicable, provide in writing to the employees concerned and their Unions, all relevant information about the proposed terminations (including the reasons for the proposed terminations; the number and categories of employees likely to be affected; the number of workers normally employed and the period over which the terminations are likely to be carried out): PROVIDED THAT the Council shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

15.2 Redeployment

- a) A priority will be given, where practicable, to redeploying an employee whose position has been made redundant.
- b) Redeployment will be made on the basis of merit and as redeployment opportunities are identified within Council, the employee selected by the Council for the redeployment shall be given at least four (4) weeks notice of the details of the redeployed position and the commencement date in that position.
- c) Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, then the ordinary time rate of the redundant position shall be maintained by the payment of an over award payment until whichever of the following first happens:-
 - i) The end of 52 weeks after the date of transfer to the redeployed position;
 - ii) the employee is no longer employed by Council; or
 - iii) the employee is appointed to a position where the ordinary time rate is equal to or more than the ordinary time rate of the redundant position.
- d) Where an employee is redeployed to a position which is not consistent with the redundant position in terms of the applicable award classification and the employee's skills, qualification and experience, the appointment will be for a trial period of twelve (12) weeks:-
 - i) If the employee believes the position is not appropriate, the employee may after four (4) weeks, but within ten (10) weeks of being redeployed request to be terminated before the end of the twelve (12) week period upon giving at least two (2) weeks written notice and Council shall agree to such request; or
 - ii) If the Council believes the employee is not suitable for the position, it may before the end of the twelve (12) week period terminate the employee upon giving as least two (2) weeks written notice.

- e) If the employee does not request to be terminated or the Council does not terminate as provided in Clause 15.2(d) Redeployment above, the employee will be deemed to have been appointed to the redeployed position specified in Clause 15.2 (d) Redeployment above at the end of the twelve (12) week trial period.

15.3 Termination by Council

- a) Where the Council has made a definite decision to make a position redundant and there are no redeployment opportunities, then the employee concerned shall cease employment on a date nominated by Council and be given the following notice period:-

Table 1 Notice Period

Period of Continuous Service	Period of Notice	
	Under 45	Over 45
Not more than 1 year	1 week	1 week
Not more than 2 years	2 weeks	3 weeks
More than 1 year but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- b) In addition to the notice in clause (a) termination by Council above, employees over 45 years of age at the time of giving notice and with not less than 2 years Continuous service, shall be entitled to an additional one (1) weeks' notice.
- c) Payment in lieu of notice shall be made if the appropriate notice is not given PROVIDED THAT employment may be terminated by Council or by agreement between the Council and the employee concerned by part of the period of notice specified and part payment in lieu thereof.
- d) In calculating any payment in lieu of notice the ordinary time rate for the employee concerned shall be used.
- e) Provided that an employee, who has been engaged for a specific period of time or for a specific task or tasks, shall be given one (1) weeks notice, or in lieu of such notice, one (1) weeks wages shall be paid or deducted.
- f) Where an employee and Council do not agree under Clause 15.3 (a) Termination by Council above, the employee concerned may terminate such employment during the notice period but in such circumstances the employee shall not be entitled to payment in lieu of notice.

15.4 Time off During Notice Period

- a) Where an employee has been given notice of termination under Clause 15.3 Termination by Council above, the employee concerned shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required

to produce proof of attendance at an interview or he shall not receive payment for the time absent (for this purpose a Statutory Declaration will be sufficient.)

15.5 Severance Pay

Table 2 Severance Pay

Period of Continuous Service	Severance Pay
1 year of less	Nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay
plus 1 week for each year of service over 10 years to a maximum of 26 weeks	

- a) On ceasing employment an eligible employee shall be entitled to severance pay at the rate as per Table 2
- b) Severance Pay Entitlements involving periods of part time employment shall be calculated on a pro-rata full time basis; for example 1 year of part time employment at 19 ordinary hours of work per week where the full time award ordinary hours are 38 shall equate to an entitlement of 4 weeks pay for 19 hours per week.
- c) For the purpose of Clause 15.5 Severance Pay above the following terms have the meanings respectively assigned to them, that is to say:-
 - ‘Weeks Pay’ means the ordinary time rate of pay for the employee concerned at the date of ceasing employment with Council.
 - ‘Eligible Employee’ means subject to the provisions of Clause 15.6 Employees Exempted and Clause 15.7 Alternate Employment below:-
 - i) An employee who has been terminated under Clause 15.3 Termination by Council above;
 - ii) An employee who has been terminated in accordance with Clause 15.2 Redeployment above; and
 - iii) An employee whose expression of interest under Clause 15.8 Voluntary Redundancies below has been accepted by Council.

15.6 Employees Exempted

This redundancy Clause shall not apply:-

- a) Where employment is terminated as a consequence of conduct that justifies instant dismissal;
- b) To employees engaged for a specific period of time or for a specific tasks;
- c) To casual employees;
- d) To apprentices;

- e) To an employee who has less than 1 year continuous service where the general obligation on the Council is no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining be the employee of suitable alternate employment.

15.7 Alternate Employment

- a) The Council, in a particular redundancy case, may make application to the appropriate Industrial Commission to have the general severance pay provision varied if the Council obtains alternate employment for an employee which is acceptable to the employee concerned.
- b) Notwithstanding the provisions of Clause 15.7 alternate Employment) above, where an employee whose position is no longer required in accordance with this redundancy clause, finds or is found suitable employment with another Local Government or Other Authority, prior to termination, the employee will be eligible for payment of severance pay in accordance with Clause 15.5 Severance Pay.

15.8 Voluntary Redundancies

- a) Where the Council has decided to reduce the number of employees who are doing the same job and there are no redeployment opportunities available for all the employees affected, then Council shall invite expressions of interest for voluntary redundancies from the employees affected who are not under Clause 15.6 Exempted Employees of this redundancy clause.
- b) Council may at its sole discretion decide whether to accept any or none of the expressions of interest lodged.
- c) Where:-
 - (i) Council does decide to accept any expressions of interest for voluntary redundancy; or
 - (ii) There is still a need to make an employee redundant because of insufficient voluntary redundancies THEN the provisions of this redundancy clause shall apply as if there was involuntary redundancy and the employee concerned is to be terminated by Council.

15.9 Definitions

- a) For the purpose of interpreting this Redundancy Clause, the following terms shall have the meanings respectively assigned to them, that is to say:-
 - i) 'Continuous Service' means unbroken service with Mt Isa City Council, as a full time or part time employee but shall not include service with any other Local Government. Periods of leave of absence where Council agrees to allow the employee time off without pay, such as unpaid sick leave shall not break the continuity of service but the duration of the break shall not be counted as service.

16 Redeployment Other Than Redundancy

Where an employee is redeployed from his/her position to another position the following provisions apply:

16.1 Performance or Disciplinary Reasons

- a) If the redeployment results from the employees' lack of performance or disciplinary reasons the employee will be reclassified at the rate for the new position including applicable allowances.

16.2 Request for Transfer

- a) If the redeployment results as a request from the employee, the employee will be reclassified at the rate for the new position including any applicable allowances.

16.3 Employer Direction

- a) If the employer directs the redeployment of an employee to a job of a lower classification for any reason other than in 1 and 2 above or under the provisions of the redundancy clause then the employee shall be entitled to continue to be paid at the classification held immediately prior to the redeployment.

17 Recruitment and Selection

- a) The parties acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation.
- b) Council will make all meaningful attempts to 'promote from within', building on the current knowledge base within Council whilst offering developmental opportunities for employees.
- c) Where Council considers there to be a sufficient suitably qualified applicant pool internally, Council will call positions internally in the first instance. Council will make all meaningful attempts to advertise positions on notice boards and electronically for all internally advertised positions.
- d) Where Council considers there is an insufficient suitably qualified applicant pool internally, then Council will call positions simultaneously internally and externally.
- e) Selection shall be made based on merit in all cases.

18 Resignation Period - Termination by Employees

- a) All staff resigning from Council will be required to give a resignation notice period in accordance with Table 3 Resignation Period below.
- b) This period shall commence from when the employee advises Council in writing that the employee is resigning and shall cease on the date of resignation. If an employee fails to give this period of notice, the Council shall have the right to withhold monies due to the employee with a maximum amount equal to the period of notice forgone.

Table 3 Resignation Period

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week

More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

19 Productivity Improvements

- a) The principal factors enabling productivity improvement are maximising time on the job plus smarter and efficient work practices and procedures.
- b) Maximising time on the job can be achieved a number of ways including utilising flexible work cycles available under the Awards.
- c) Smarter and more efficient work practices and procedures can be achieved by a number of ways including one-on-one and/or work team reviews with a “how can we do this operational task better” approaches.
- d) The Parties commit to enabling and developing co-operatively, effective productivity improvement arrangements during the life of this Certified Agreement. The Joint Consultative Committee established by Clause 39 hereof will therefore undertake a Productivity Improvement and Efficiency Project, in addition to its’ Certified Agreement monitoring and general consultation responsibilities, as outlined in Clause 39.

20 Grievance and Dispute Settlement

- a) Effective communication between employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.
- b) This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work performance.
- c) The following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement. In circumstances where Council’s issues, resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the Queensland Industrial Relations Commission (QIRC) for conciliation and, where appropriate, arbitration.
- d) Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:

20.1 At the Workplace

- a) During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction. However, where the dispute involves a bona fide health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative works / work environment in the meantime.
- b) No party shall be prejudiced as to final settlement by the continuance or work in accordance with this clause.

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

20.2 Stage 1

The employee is to notify their immediate supervisor of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within forty-eight (48) hours of notification. Employees may elect to be accompanied by a representative.

20.3 Stage 2

If the matter remains unresolved after Stage 1, the employee may request that the supervisor refer the matter to the relevant Department Head. This meeting should be held within five (5) working days of the employee request to progress the matter to stage two. Employees may elect to be accompanied by a representative.

20.4 Stage 3

If the matter remains unresolved after Stage 2, the employee may request that the supervisor refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request to progress the matter to stage three. Employees may elect to be accompanied by a representative.

20.5 Stage 4

- a) If, after discussion between the parties, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement of the dispute then, provided the grievance or dispute relates to the application, interpretation or operation of this agreement as it affects the Employee, the grievance or dispute may be referred to the Commission. The parties agree to accept the decision of the QIRC subject to the right of appeal under the Act.
- b) Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.
- c) There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

21 Employee Assistance and Counselling

21.1 In the interests of maintaining the wellbeing of employees and their families, Council will continue to provide access to and pay for counselling and pastoral services for all employees and the immediate members of their household. This service can be accessed directly by employees or through referral by

their Manager.

PART 3 – WAGES and ALLOWANCES

22 Wages

The wages payable to employees covered by this agreement are set out in Schedule one (1)

.22.1 Wage Increases

All employees:

- a) **3% - with effect from First Pay Period on or after 1 July 2012;**
- b) **4% - with effect from First Pay Period on or after 1 July 2013, as provided hereafter;**

Provided that this **4% increase** shall be made up of two components:-

- i) **a guaranteed 3% increase without any conditions; and**
- ii) **a further 1% Wage Increase (making a total of 4%) –**

Provided that the Joint Consultative Committee established by Clause 39 hereof, conducting a formal Productivity and Efficiency Review of each Council Workplace by end June 2013 to identify and implement measureable productivity and efficiency improvement that enhance Council's operations, and ,with an independently assessed minimum value of \$100,000;

Provided further that the Joint Consultative Committee will have the responsibility of determining how and by whom, the independent assessment will be conducted.

Provided further that should management refuse to implement the measureable and identified productivity and efficiency improvements identified by the Joint Consultative Committee for no valid and agreed reason, **employees will still receive a 4% increase;**

- c) **4% - with effect from First Pay Period on or after 1 July 2014, as provided hereafter:**

Provided that this **4% increase** shall be made up of two components:-

- i) **a guaranteed 3% increase without any conditions; and**
- ii) **a further 1% Wage Increase (making a total of 4%) –**

Provided subject to the ongoing implementation and sustainability of those measureable and identified productivity and efficiency improvements from the Joint Consultative Committee Review in 2013; Provided that should management refuse to continue to implement the measureable and identified productivity and efficiency improvements for no valid and agreed reason, **employees will still receive a 4% increase.**

22.2 All Inclusive Wage Rates

- a) This agreement continues the concept of all inclusive salary rates for all employees which will achieve the benefits of streamlining the remuneration system and payroll processes.
- b) The wage and salary rates contained in Schedule I of this Certified Agreement include specific components for the former annual air-fare arrangements from Mount Isa plus any annual leave loading.
- c) Definition – The Overtime/Casual Hourly Rates shown in the various salary schedules attached shall mean the “ordinary rate” for the purposes of calculating overtime and the “hourly rate” prior to loadings for casual employees.
- d) The Wages, Salaries and Allowances Schedule 1 attached details the all inclusive rates for the various classification levels in the awards listed.

22.2.1 Allowances

- a) The all inclusive salary will absorb all allowances and leave bonuses under the award, except those listed below which will be paid on an as incurred basis:
 - i) Work in the rain;
 - ii) Live Sewer work/work under unpleasant conditions;
 - iii) Leading hand;
 - iv) Camp Allowance/Accommodation;
 - v) Stand-by for emergency work;
 - vi) Travelling;
 - vii) Motor vehicle expenses; and
 - viii) Work under unpleasant conditions Building Trades award (This allowance will be paid at the rate of 1.5 times for each hour worked to align it with the Engineering Award – State for a minimum of 4 hours)
- b) All allowances provided in this Agreement in Table 4 are to be adjusted to the nearest dollar by the annual wage increases proposed by this Certified Agreement.
- c) All other allowances are to be adjusted to the nearest 10 Cents by the annual wage increases proposed by this Certified Agreement.
- d) Details of all allowances to be paid during each Year of this Agreement are contained in the Wages, Salaries and Allowances Schedule 1.
- e) The following positions will attract an additional annual allowance in lieu of live sewer allowance not to be included in the all inclusive salary rate:

Table 4 Additional Allowance Positions

Position	Allowance
Team Leader - Water and Sewerage	\$7500.00
Coordinator Waste Water Reclamation Plant	\$6668.00
Water & sewer Project Coordinator/Plumbing Inspector	\$7500.00

The following clauses of the award will be interpreted with respect to Mount Isa City Council as detailed below:

22.2.2 Salary for superannuation

Shall mean the all inclusive rate as shown in the Salary and Allowances Schedule 1 attached.

22.2.3 Salary for Overtime

Shall mean the all inclusive rate as shown in the Salary and Allowances Schedule 1 attached.

22.2.4 Standby & Callout Arrangements

During the period of this agreement Council will meet and consult with all members who are required to be on call/standby and their representatives to ascertain the details of arrangements and other issues specifically relevant to these employees. When agreed, details will be committed to writing and will form a 'Standby Local Area Work Agreement' in accordance with Section 40 Local Area Workplace Agreements.

22.2.5 Camp Allowance

- a) The provisions of the Local Government Employees Award – State will apply to employees under this Award.
- b) The daily rate for all awards shall be increased to \$55 from First Pay Period on or after 1 July 2012 and subject to annual increases in accord with the provisions of Clause 22.2.1 (c) above.
- c) During the period of this agreement Council will meet and consult with all members of the "Bush Crew" and their representatives to ascertain the details of arrangements for Camps and other issues specifically relevant to these employees. When agreed, details will be committed to writing and will form a 'Bush Crew Local Area Work Agreement' in accordance with Section 40 Local Area Workplace Agreements. This agreement is to be finalised within 3 months of certification of this agreement.

23 Salary Sacrifice

- a) Employees may participate in salary packaging arrangements, (commonly referred to as "salary sacrifice") including but not limited to superannuation contributions or other benefits provided the arrangements:
 - i) comply with the Australian Taxation Office and Superannuation guidelines; and
 - ii) result in no additional cost to the Council. including GST, FBT and administration.
- b) Employees are required to seek independent financial advice before entering into a salary packaging arrangement for other than superannuation. To facilitate this, a written "salary sacrifice" agreement must be implemented to allow such deductions from "before tax" pay. An agreement through a third party (e.g. RemServ) is required for items other than superannuation and/or approved "in house" items.
- c) The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial

benefit expected by an employee. Council will arrange for information sessions with a suitably qualified organisation for all interested employees.

PART 4 – HOURS OF WORK

24 Flextime Provision

- a) This agreement formally recognises the provision for flexible working hours available to office based staff employed under the Local Government Officers' Award 1998. The operation of this provision is detailed in Schedule 2. Any time in lieu accrued as a result of an officer being required to work overtime will not affect the provisions of the Flextime Agreement.
- b) **Banking/Payment of Rostered Days Off/Flexi-time;**

Where any RDOs' or flexi-time have been approved by management to be banked by an employee, any days banked above 5 days may be "cashed-out" by the employee or taken as extra leave for which no leave loading shall apply, at the discretion of the employee and at a time of their choosing;

Provided that Council shall have the right to refuse such leave if the taking of that leave would seriously interrupt the provision of Council services to the community.

25 Library Staff – Working Hours

25.1 During the period of this agreement Council will meet and consult with all members of the "Library staff" and their representatives to ascertain the details of arrangements for Library working hours and other issues specifically relevant to these employees. When agreed, details will be committed to writing and will form a 'Library staff Local Area Work Agreement' in accordance with Section 40 Local Area Workplace Agreements.

PART 5 – LEAVE

26 Long Service Leave

26.1 Entitlement

The entitlement of an employee to long service leave on full pay shall be 13 weeks for ten (10) year's continuous service and pro-rata at the same rate of accumulation for any service beyond 10 years. An employee who, without the benefit of this agreement would have had to complete 15 years' continuous service to become entitled shall, so far as calculating the entitlement to leave is concerned, have service calculated at the rate of 0.86 weeks per year to their anniversary date after 1 January 2004 and service thereafter calculated at the rate of 1.3 weeks per year. All employees who commenced with MICC after 1 January 2004 will accrue LSL at the rate of 1.3 weeks per year. All employees with more than 7 years service may access their pro-rata long service leave entitlements. An employee who is terminated for disciplinary reasons shall not be entitled to payout of long service leave entitlements prior to 10 years of service.

Table 5 LSL Provisions

Employee	Accrual Rate	Date of Effect	Access to Accrual
Admin Based	1.3 weeks per year of service	The later of 1 January 1977 or date of commencement with MICC	After 7 years service
Works Based	1.3 weeks per year of service	The later of anniversary date after 1 January 2004 for service with MICC or date of commencement with MICC	After 7 years service

26.2 Flexibility of Long Service Leave

It is recognised that employees need to take leave in order to maintain their well being and productivity in the workplace. It is also recognised that a certain amount of flexibility in the manner in which employees take and/or are paid for their leave is beneficial. In that regard the following options are available to staff in extenuating circumstances at the discretion and approval of the CEO:

- a. Employees may elect to take Long Service Leave (LSL) at double the length at half the pay. (For Example: A six (6) week long service leave entitlement may be taken as twelve (12) weeks leave and paid at 50% of the full time rate for the period of the leave).
- b) Employees may elect to take Long Service Leave (LSL) at double pay at half the length of time. (e.g.: A six (6) week long service leave entitlement may be taken as three (3) weeks leave and be paid at 200% of the full time rate for the period of the leave.);
- c) In circumstances, such as proven financial hardship, an employee may apply to the Chief Executive Officer for payment in lieu of any LSL accumulated, provided that any such application does not result in the remaining LSL balance being less than 4 weeks;
- d) Long Service Leave may only be taken in a minimum of 2 week blocks;
- e) Upon becoming eligible to take an initial period of LSL, an Employee shall be entitled to take further LSL as it accumulates;
- f) Employees shall comply with the Industrial Relations Act 1999 (Qld) in relation to the taking of LSL; and

Employees will accrue leave as if they had taken the LSL on the full pay rate regardless of the period for which they are absent. The employee shall not accrue any more leave than they would have had they taken Long Service Leave on full pay.

27 Annual Leave

27.1 Entitlement

The entitlement of all employees to annual leave on full pay shall be 5 weeks per annum. All employees who commence with MICC after the date of certification of this agreement will accrue annual

leave at the rate of 5 weeks per year of service.

Table 6 Annual Leave Entitlements

Employee	Accrual Rate	Date of Effect
Admin Based	5 weeks per year of service	Date of commencement with MICC in accordance with the QLGOA.
Works Based	5 weeks per year of service	1 st full pay period after date of certification or date of Commencement with MICC if after date of certification.

28 Accrued Annual & Long service Leave

Annual Leave and LSL are designed to provide the employee with the opportunity to have time out from work to rest and relax. From a Workplace Health and Safety point of view, it is in the best interests of both the employee and Council that leave is taken regularly. Minimum period of LSL is 2 weeks (10 days).

28.1 Time of Taking Leave

- a) The parties of this agreement agree that employees may take all or part of accrued Annual Leave and Long Service Leave at a time mutually agreed between the parties. Permission shall not be unreasonably withheld provided that:
 - i) Employees must give minimum notice as per Table 7 Leave Notice Period of their intention to take annual and/or LSL.
 - ii) Annual and/or LSL must only be taken at times authorised and agreed in advance by MICC.
- b) MICC may direct employees to take annual leave and/or LSL entitlements as negotiated between the Employee and MICC.

Table 7 Leave Notice Period

Leave	Minimum Notice	Minimum Period
Long service Leave	1 month	10 working days
Annual Leave	5 working days	1 day subject to Clause 28.2

28.2 Single Day Absences of Annual Leave

Annual should normally be taken in periods of not less than 5 working days.

If leave is taken as single days then it will be subject to a total limit of five per financial year except in exceptional circumstances at the discretion of the Chief Executive Officer. To avoid doubt, this means that an employee may take a combined total of no more than 5 single day absences using annual leave, in any single financial year from 1 July to 30 June the following year, all other periods of annual leave must be taken in periods of not less than 5 working days.

28.3 Maximum Accrual of Annual Leave

Annual leave may only accumulate up to two (2) years entitlement i.e. an accrued total of no more than 10 weeks. Employees with annual leave in excess of 2 years entitlements (10 weeks) accrual are required to develop a leave program with their respective Director to reduce their accrued annual leave to less than 10 weeks accrual.

The parties also agree to adhere to the following:

- a) Annual Leave that is accrued for more than two years as at the 30 June each year must be taken during the following 6 month period unless a mutually agreed program by both parties and approved in writing by the Chief Executive Officer; and
- b) Employees shall be authorised to take all or part of accrued annual leave at a time other than the Christmas closedown period or anniversary date by arrangement in writing between the employee and the Chief Executive Officer.

29 Sickness Whilst on Annual or Long Service Leave

- a) If an employee while absent from duty on annual leave or long service leave granted pursuant to the relevant award, 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 days, and subject to the provisions of clause (b) below be entitled on application to have such period of illness which occurs during the employee's annual or long service leave debited to the employee's sick leave entitlements and the employee's annual or long service leave entitlement shall be adjusted accordingly.
- b) 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 employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.

30 Annual Leave in the First Year of Service with Mount Isa City Council

- a) An employee will accrue annual leave in accordance with the relevant award and this agreement in the first year of service with Mount Isa City Council. To avoid any disruption to work and training arrangements during this initial year of service, employees are discouraged from taking any periods of annual leave prior to their first anniversary date, except under exceptional circumstances with the approval of the CEO.
- b) No annual leave may be taken in the probation period in the first year of service unless:
 - i) Agreed at the time of appointment; or
 - ii) In accordance with the annual closedown arrangements; or
 - iii) In exceptional circumstances with the approval of the CEO.

31 Bereavement Leave

- a) Bereavement leave of up to 5 days (with any days above 3 being taken from available sick leave balances) on each occasion as defined in the relevant Award will be available in the event of the death, outside a 200km radius of Mount Isa City Council, Administration Building, 23 West St, Mt Isa of an employee's immediate family member as defined below;
- i) a spouse of the Employee (including a former spouse, de facto or former de facto spouse);
 - ii) partner;
 - iii) a child (including an adult child, adopted child, foster child, step child and ex nuptial child), of the employee;
 - iv) or the employee's spouse;
 - v) parent of the employee or the employee's spouse;
 - vi) grandparent of the employee or the employee's spouse;
 - vii) grandchild of the employee or employee's spouse; and
 - viii) sibling of the employee or sibling of the spouse of the employee including step siblings.
- b) Bereavement leave is not cumulative.
- c) On request, in addition to the 5 days available in Clause 31(a) hereof, employees may use an additional 2 days to be deducted from their sick leave credits on each occasion of the death of an immediate family member outside the MICC area. Proof of death to the satisfaction of the manager must be provided to access this additional leave.
- d) On request, employees shall provide proof of death to the satisfaction of the manager to access the above bereavement leave entitlements.
- e) Casual employees shall be entitled to 2 days unpaid leave in the above circumstances. To avoid doubt the following table further explains these provisions:

Table 8 Bereavement Leave Provisions

Location of Event	Bereavement Leave	Additional leave deducted from SL	Total Period of Bereavement Leave	Proof of Event
Within 200km from MICC administration building.	2 days	Nil	2 days	Yes
>200km from MICC administration building.	3 days	2 days	5 days	Yes

32 Workers Compensation Top Up From Sick Leave

- 32.1 Where employees are receiving work cover payments of 85% of ordinary weekly earnings (OWE) or less before 26 weeks on work cover, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the

Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of ten (10) days in their sick leave accruals.

32.2 Where employees are receiving work cover payments of 70% of ordinary weekly earnings after 26 weeks on work cover, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of ten (10) days in their sick leave accruals.

32.3 These top up provisions will apply for a maximum period of 52 week combined total.

Table 9 Compensation Top up Conditions

Workers Compensation	Maximum Period of top up from SL	Minimum Balance of SL Accrual	Total Period of Top up Available	Approval
85% OWE	26 weeks	10 days	52 weeks	CEO
70%	26 weeks	10 days		CEO

33 Sick Leave

33.1 Works Based Employees

Every employee, except casuals, pieceworkers, and school-based apprentices and trainees employed under the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, Engineering Award – State 2002, Building Trades Public Sector Award – State 2002, Theatrical Employees – Local Authority Area Theatres Award - State 2005, Hotels, Resorts and Certain Other Licensed Premises Award – State (excluding South-East Queensland) is entitled to (15 x 7.6) 114 hours sick leave for each completed year of their employment with Mount Isa City Council effective from the date of certification of this agreement. See Table 10 Sick Leave Accrual

33.2 All Employees – Absences

- a) Satisfactory evidence must be supplied by all employees covered by this agreement on the first day or earlier of return from two days sick leave, if the employee has had two (2) absences of two days without a medical certificate on two (2) occasions in that year of service without the need to produce a doctor's certificate in order to access paid sick leave. If no medical certificate or other acceptable evidence is supplied this absence will be treated as leave without pay.
- b) The parties recognise that excessive absenteeism is costly and disruptive to the Council in terms of work not undertaken and general workplace disruption. The parties also recognise the need for honesty in the taking of sick leave. The parties agree that sick leave taken one working day prior to

and one working day immediately following RDOs, public holidays, annual leave etc may require the provision of satisfactory evidence. In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, Council will introduce a system whereby the employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any sick leave is made.

- c) Sick leave may accumulate to a maximum of 52 weeks for all employees covered by this agreement.

Table 10 Sick Leave Accrual

Employee	SL Accrual Rate	Date of Effect	Maximum Accrual
Admin Based	108.75 hours per year of service	Date of commencement with MICC.	52 weeks
Works Based	114 hours per year of service	The later of date of certification of this agreement or date of commencement with MICC	

34 Parental Leave

34.1 Parental Leave Entitlement

- a) All Employees shall receive maternity; paternity and adoption leave provisions as set out in the Queensland Local Government Officers Award 1998 irrespective of whether they would otherwise be covered by that award.
- b) The Australian Government legislated paid parental leave scheme is incorporated into this agreement.

PART 6 – ADDITIONAL PROVISIONS

35 No Extra Claims

No extra claims or over award payments shall be made during the period of this agreement, except where consistent with a National/State Wage Case decision. To avoid doubt - only the wage increases detailed in Clause 22.1 of this agreement will be paid during the life of this agreement.

36 Uniforms & Corporate Wardrobe

- a) The Council agrees to consult with all affected staff and their representatives on any changes in the provision of uniforms and corporate wardrobe entitlements.
- b) Council will enter into discussions with the Joint Consultative Committee to examine a less costly way of providing replacement safety boots.

37 Training and Professional Development

The Council agrees to consult with all affected staff and their representatives on any changes in the provision of training and professional development entitlements.

38 Drug and Alcohol Testing

The Council agrees to consult with all affected staff and their representatives on any changes in the provision of drug and alcohol testing arrangements.

39 Joint Consultative Committee

- a) The Parties to this Certified Agreement agree to establish a Joint Consultative Committee (JCC) for the following purposes:
 - i) To monitor the implementation and operation of the Certified Agreement and to deal with any general issues arising from the implementation of the Certified Agreement and raised by Unions and employees provided that nothing shall prevent any individual Union or employee raising matters separately with the Council through direct consultation process and/or the provisions of Clause 20 “Grievance and Dispute Settlement” of this Agreement;
 - ii) To conduct the Productivity and Efficiency Review provided for in Clause 22.1 hereof;
 - iii) To provide a formal Forum for open communication and consultation between Council and Unions/Employees and to provide a formal opportunity for improving and developing mutual understanding between Council and Unions/Employees; and
 - iv) To deal with any matters as the JCC may agree.
- b) The Parties to this Agreement recognise that this new formal Forum may need a little time to become fully established but are committed to forming it to assist in achieving the outcomes established by the Certified Agreement.
- c) The JCC –
 - A. is not intended to be a “voting” Forum;
 - B. will attempt to conduct all of its discussions and decisions on a “consensus” basis;
 - C. will conduct its First Meeting in Early December 2012 to establish its Principles of Operation and to prepare the initial planning for the conduct of the Productivity and Efficiency Review provided for in Clause 22.1 hereof; and
 - D. Will regularly report back to all management and employees.
- d) The membership of the JCC will be comprised as follows:
 - i) **As a Council “core” Members-**
 - A. The CEO;
 - B. Deputy CEO;
 - C. MICC HR Department
 - D. Any appointed “proxy” for the above;
 - ii) **As a Unions’ “core” Members –**
 - A. Each Union signatory to this Certified Agreement;
 - B. The Union’s Full-time Official responsible for dealing with Council;

- C. The Union's official "Workplace Union Delegate"; or
- D. Any appointed "proxy" for the above.

iii) **Additional Members –**

Whilst each worksite listed below will have the right for their relevant Union to represent their worksite on the JCC without any particular separate worksite representative, each nominated worksite hereunder shall be entitled to have at least one additional representative/s on the JCC:

- A. Construction;
- B. Maintenance;
- C. Water and Sewerage;
- D. Rubbish and Sanitation;
- E. Parks and Gardens;
- F. Main Office Staff;
- G. Library and Civic Centre;
- H. Any Other worksite areas as agreed by the JCC.

- e) The Parties to this Agreement also agree that the JCC may invite visitors or other persons they deem fit to attend any meeting of the JCC where that person may have a special area of expertise and/or knowledge that might assist the JCC.

40 Local Area Workplace Agreements

- a) The parties recognise the need for "across the board" arrangements as outlined in this agreement, together with supporting Local Agreements which address issues of concern for specific sections of the workforce.
- b) Accordingly, it is intended that this agreement is an overarching Agreement and that, a series of Local Area work Agreements (hereafter called "LAWA") may need to be developed to ensure that all employees and Council has the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.
- c) The aim of a LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- d) LAWA's are not intended to supplant or in any way derogate from the minimum work conditions set out in this agreement. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this agreement or the relevant Award.

41 Transition to Retirement

- a) Transition to Retirement Arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement.
- b) These arrangements are in recognition of the need 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 the council.
- c) Transition to Retirement Arrangements may include but are not limited to the following:

- i) Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits.
- ii) 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.
- iii) Working from Home on a full or part time basis may also be considered where the nature of the work is operationally suitable.
- d) Any such arrangements between the council and the employee 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.
- e) These arrangements may be varied by mutual agreement between the employee and the council and any agreed amendments documented.
- f) All accrued leave entitlement balances accrued immediately prior to accepting a Transition to Retirement Arrangements will be maintained without reduction. On commencement of the Transition to Retirement Arrangement, all leave will accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable Parent Award.

42 Communication and Consultation -

- a) It is recognised that Council is entering a period of time when Council maybe be faced with significant challenges as a result of changes to Governments' Policies and funding.
- b) These challenges may not always be associated with redundancies or retrenchments and the Parties to this Certified Agreement 2013-2015 agree that they will engage in regular open and transparent communication and consultation to ensure that all Parties are accurately informed of any such developments.
- c) The Joint Consultative Committee established by this Certified Agreement 2013-2015 shall be the forum through which such communication and consultation shall take place.

43 Requirement to wear Safety Glasses – Additional Costs – Prescription Eyewear:

Where an employee wearing prescription eyewear is required by Council to also wear safety glasses as part of their usual work, and the employee can establish to the satisfaction of the Council that it is not practical to wear two sets of glasses, Council will refund the additional costs of making the prescription glasses to a safe standard, within reasonable cost limits.

44 On-Call on a Public Holiday

Any employee formally required to be “on-call” on a Public Holiday shall receive an extra day’s Annual Leave.

45 Council’s proposed new Depot

Council will enter into discussions through the JCC process regarding any issues surrounding the proposed New Depot.

47 Call-Out Payments – Plumbers Gang

The current payment of call-outs for the Plumbers Gang is to revert to the Award entitlements with effect from the First Pay Period following the 1st January 2013.

48 Stand-By Allowance from 2009 Agreement

Upon validation of the claimed agreement for a “stand-by payment” amount of \$25 in the making of the Mount Isa Council Certified Agreement 2009, which has not yet been paid, this payment shall be honored by Council for those employees whom Council has specifically required to be on Stand-By.

PART 7 – SIGNATORIES

- Mount Isa City Council (MICC) ABN 48 701 425 059
- Queensland Services, Industrial Union of Employees (QSU) ABN 863 516 656 53
- Association of Professional Engineers, Scientists and Managers of Australia (APESMA) ABN 99 589 872 974
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU) ABN 59 459 725 116
- The Australian Workers’ Union of Employees, Queensland (AWU) ABN 54 942 536 069
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CMFEU) ABN 73 089 711 903
- Federated Engine Drivers’ and Fireman’s Association of Queensland, Union of Employees (FEDFA) ABN 73 089 711 903
- United Voice Industrial Union of Employees, Queensland (UVQ) ABN 69 844 574 256
- The Plumbers and Gasfitters Employees’ Union of Australia, Qld Branch, Union of Employees (PGU) ABN 51 918 867 235

SIGNATORIES

Signed for and on behalf of **Mt Isa City Council**..... Bhan Pratap

In the presence of Katrina Blewitt

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Katherine Nelson

In the presence of:..... Michelle Robertson

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 Automotive, Metals, Engineering,

Printing and Kindred Industries Industrial Union of Employees, Queensland Terry Bradley

In the presence of:..... Ann-Marie Allan

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland William Ludwig

In the presence of:..... Troy McKernan

Signed for and on behalf of The Construction, Forestry, Mining and Energy,

Industrial Union of Employees, Queensland Michael Ravbar

In the presence of:..... Paula Masters

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland Gary Bullock

In the presence of:..... Kylie Fieldhouse

Signed for and on behalf of the Federated Engine Drivers' and Firemens'

Association of Queensland, Union of Employees Michael Ravbar

In the presence of:..... Paula Masters

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,

Union of Employees..... Bradley O'Carroll

In the presence of:..... Keren Roberts

SCHEDULE 1 - WAGES, SALARIES and ALLOWANCES

Queensland Local Government Officers Award - Officer Single Dependency Allowance

	Current		2012+3%		2013+3%		2013 +4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
Level 1.1	44637	23.68	45976	24.39	47355	25.12	47815	25.37	48776	25.88	49728	26.38
Level 1.2	45367	24.07	46728	24.79	48130	25.53	48597	25.78	49574	26.30	50541	26.81
Level 1.3	46537	24.69	47933	25.43	49371	26.19	49850	26.45	50852	26.98	51844	27.50
Level 1.4	47633	25.27	49062	26.03	50534	26.81	51024	27.07	52050	27.61	53065	28.15
Level 1.5	48728	25.85	50190	26.63	51696	27.42	52197	27.69	53246	28.25	54285	28.80
Level 1.6	49674	26.35	51164	27.14	52699	27.96	53211	28.23	54280	28.80	55339	29.36
Level 2.1	51544	27.34	53090	28.16	54683	29.01	55214	29.29	56324	29.88	57422	30.46
Level 2.2	52656	27.93	54236	28.77	55863	29.64	56405	29.92	57539	30.52	58661	31.12
Level 2.3	53767	28.52	55380	29.38	57041	30.26	57595	30.55	58753	31.17	59899	31.78
Level 2.4	54880	29.11	56526	29.99	58222	30.89	58787	31.19	59969	31.81	61139	32.43
Level 3.1	56265	29.85	57953	30.74	59692	31.67	60271	31.97	61482	32.62	62682	33.25
Level 3.2	56981	30.23	58690	31.14	60451	32.07	61038	32.38	62265	33.03	63480	33.68
Level 3.3	58126	30.84	59870	31.76	61666	32.71	62265	33.03	63516	33.70	64755	34.35
Level 3.4	59277	31.45	61055	32.39	62887	33.36	63498	33.69	64774	34.36	66037	35.03
Level 4.1	60722	32.21	62544	33.18	64420	34.17	65045	34.51	66353	35.20	67647	35.89
Level 4.2	62048	32.92	63909	33.90	65827	34.92	66466	35.26	67802	35.97	69124	36.67
Level 4.3	63349	33.61	65249	34.62	67207	35.65	67859	36.00	69223	36.72	70574	37.44
Level 4.4	64654	34.3	66594	35.33	68591	36.39	69257	36.74	70649	37.48	72028	38.21
Level 5.1	66274	35.16	68262	36.21	70310	37.30	70993	37.66	72419	38.42	73832	39.17
Level 5.2	56388	29.91	58080	30.81	59822	31.74	60403	32.04	61617	32.69	62819	33.33
Level 5.3	68890	36.55	70957	37.64	73085	38.77	73795	39.15	75278	39.94	76747	40.71
Level 6.1	71413	37.89	73555	39.02	75762	40.19	76498	40.58	78035	41.40	79558	42.21
Level 6.2	73603	39.05	75811	40.22	78085	41.42	78844	41.83	80428	42.67	81997	43.50
Level 6.3	75797	40.21	78071	41.42	80413	42.66	81194	43.07	82825	43.94	84441	44.80
Level 7.1	78176	41.47	80521	42.72	82937	44.00	83742	44.43	85425	45.32	87092	46.20
Level 7.2	80370	42.64	82781	43.92	85265	45.23	86092	45.67	87822	46.59	89536	47.50
Level 7.3	82586	43.81	85064	45.13	87615	46.48	88466	46.93	90244	47.87	92005	48.81
Level 8.1	85407	45.31	87969	46.67	90608	48.07	91488	48.53	93327	49.51	95147	50.48
Level 8.2	86329	45.8	88919	47.17	91586	48.59	92476	49.06	94334	50.04	96175	51.02
Level 8.3	90688	48.11	93409	49.55	96211	51.04	97145	51.54	99097	52.57	101031	53.60
Level 8.4	93167	49.43	95962	50.91	98841	52.44	99800	52.94	101806	54.01	103793	55.06
Level 8.5	95644	50.74	98513	52.26	101469	53.83	102454	54.35	104513	55.44	106552	56.53
1/1 Cas+25%			51953		53512		54032					
3/1 (38 hrs)			55117		55652		56193					

	Current		2012+3%		2013+3%		2013 +4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
Level 1.1	46274	24.55	47662	25.28	49092	26.04	49569	26.30	50565	26.82	51551	27.35
Level 1.2	47001	24.93	48411	25.68	49863	26.45	50347	26.71	51359	27.25	52361	27.78
Level 1.3	48169	25.55	49614	26.32	51102	27.11	51599	27.37	52636	27.92	53663	28.47
Level 1.4	49262	26.13	50740	26.92	52262	27.73	52769	27.99	53830	28.56	54880	29.11
Level 1.5	50358	26.71	51869	27.52	53425	28.34	53943	28.62	55028	29.19	56101	29.76
Level 1.6	51304	27.22	52843	28.03	54428	28.87	54957	29.15	56061	29.74	57155	30.32
Level 2.1	53197	28.22	54793	29.07	56437	29.94	56985	30.23	58130	30.84	59264	31.44
Level 2.2	54308	28.81	55937	29.67	57615	30.57	58175	30.86	59344	31.48	60502	32.10
Level 2.3	55421	29.4	57084	30.28	58796	31.19	59367	31.49	60560	32.13	61742	32.75
Level 2.4	56531	29.99	58227	30.89	59974	31.82	60556	32.13	61773	32.77	62978	33.41
Level 3.1	57925	30.73	59663	31.65	61453	32.60	62049	32.92	63296	33.58	64531	34.23
Level 3.2	58640	31.11	60399	32.04	62211	33.00	62815	33.32	64078	33.99	65328	34.66
Level 3.3	59787	31.72	61581	32.67	63428	33.65	64044	33.98	65331	34.66	66606	35.33
Level 3.4	61026	32.37	62857	33.35	64742	34.35	65371	34.68	66685	35.38	67986	36.07
Level 4.1	62627	33.22	64506	34.22	66441	35.25	67086	35.59	68434	36.30	69769	37.01
Level 4.2	63929	33.91	65847	34.93	67822	35.98	68481	36.33	69857	37.06	71220	37.78
Level 4.3	65227	34.6	67184	35.64	69199	36.71	69871	37.07	71275	37.81	72666	38.55
Level 4.4	66532	35.3	68528	36.35	70584	37.44	71269	37.81	72701	38.57	74120	39.32
Level 5.1	68164	36.16	70209	37.25	72315	38.36	73017	38.74	74485	39.51	75938	40.29
Level 5.2	69469	36.85	71553	37.96	73700	39.10	74415	39.48	75911	40.27	77392	41.06
Level 5.3	70778	37.55	72901	38.67	75088	39.83	75817	40.22	77341	41.03	78850	41.83
Level 6.1	73310	38.89	75509	40.06	77775	41.26	78530	41.66	80108	42.50	81671	43.33
Level 6.2	75503	40.05	77768	41.26	80101	42.49	80879	42.91	82504	43.77	84114	44.62
Level 6.3	77695	41.22	80026	42.45	82427	43.73	83227	44.15	84899	45.04	86556	45.92
Level 7.1	80078	42.48	82480	43.76	84955	45.07	85780	45.51	87503	46.42	89211	47.33
Level 7.2	82270	43.64	84738	44.95	87280	46.30	88128	46.75	89899	47.69	91653	48.62
Level 7.3	84466	44.81	87000	46.15	89610	47.54	90480	48.00	92298	48.96	94099	49.92
Level 8.1	87313	46.32	89932	47.71	92630	49.14	93530	49.62	95409	50.61	97271	51.60
Level 8.2	89951	47.72	92650	49.15	95429	50.63	96356	51.12	98292	52.14	100210	53.16
Level 8.3	92595	49.12	95373	50.60	98234	52.11	99188	52.62	101181	53.68	103155	54.72
Level 8.4	95074	50.44	97926	51.95	100864	53.51	101843	54.03	103890	55.11	105917	56.19
Level 8.5	97554	51.75	100481	53.31	103495	54.90	104500	55.44	106600	56.55	108680	57.65

Juniors and Trainees

A	B	C	D	E	F	G	H	I	J	K	L	M
	Current		2012+3%		2013+3%		2013 +4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
Level 1.1	44637	23.68	45976	24.39	47355	25.12	47815	25.37	48776	25.88	49728	26.38
20 Yr Jnr 90%	40173	21.31	41378	21.95	42620	22.61	43034	22.83	43898	23.29	44755	23.74
19 Yr Jnr 80%	35710	18.94	36781	19.51	37884	20.10	38252	20.29	39021	20.70	39782	21.10
18 Yr Jnr 70%	31246	16.58	32183	17.07	33149	17.59	33471	17.76	34143	18.11	34810	18.47
17 Yr Jnr 60%	26782	14.21	27586	14.63	28413	15.07	28689	15.22	29266	15.53	29837	15.83
Under 17 Yr Jnr 55%	24550	13.02	25287	13.41	26045	13.82	26298	13.95	26827	14.23	27350	14.51
Under 17 Cas	27743		30314		30609		30906					
17 Yr Jnr Cas	30264		33070		33391		33716					
18 Yr Jnr Cas	35308		38582		38957		39335					
19 Yr Jnr Cas	40353		44094		44522		44954					
20 Yr Jnr Cas	45395		49605		50087		50573					
Trainee Fed 20 Yrs	32138	17.05										
Trainee Fed 19 Yrs	28568	15.16										
Trainee Fed 18 Yrs	24997	13.26										
Trainee Fed 17 Yrs	21426	11.37										
Trainee Fed less 17 Yrs	19640	10.42										

Note: As per previous EBA Trainee rates are calculated at 80% of Junior rates. These rates are to be applied as per age of trainee with a maximum at the 20 Year rate (to further clarify any trainee over 20 years of age will be paid at the 20 year rate)

Officer Single Dependency Allowance + CWA

	Current		2012+3%		2013+3%		2013 +4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
Level 3.1	57356	29.03	59077	31.34	60849	32.28	61440	32.59	62674	33.25	63897	33.90
Level 3.2	58507	29.61	60262	31.97	62070	32.93	62673	33.25	63932	33.92	65180	34.58
Level 3.3	59658	30.19	61448	32.60	63291	33.58	63906	33.90	65190	34.58	66462	35.26
Level 3.4	60810	30.77	62634	33.23	64513	34.22	65140	34.56	66449	35.25	67745	35.94
Level 4.1	62261	31.51	64129	34.02	66053	35.04	66694	35.38	68034	36.09	69362	36.80
Level 4.2	63418	32.09	65321	34.65	67280	35.69	67933	36.04	69299	36.76	70651	37.48
Level 4.3	64741	32.76	66683	35.38	68684	36.44	69351	36.79	70744	37.53	72125	38.26
Level 4.4	66040	33.42	68021	36.09	70062	37.17	70742	37.53	72164	38.28	73572	39.03
Level 5.1	67671	34.25	69701	36.98	71792	38.09	72489	38.46	73946	39.23	75389	39.99
Level 5.2	69020	34.93	71091	37.71	73223	38.85	73934	39.22	75420	40.01	76892	40.79
Level 5.3	70288	35.57	72397	38.41	74569	39.56	75293	39.94	76806	40.75	78304	41.54
Level 6.1	72819	36.85	75004	39.79	77254	40.98	78004	41.38	79571	42.21	81124	43.04
Level 6.2	75007	37.96	77257	40.99	79575	42.21	80347	42.62	81962	43.48	83561	44.33
Level 6.3	77202	39.07	79518	42.18	81904	43.45	82699	43.87	84361	44.75	86007	45.63
Level 7.1	79531	40.25	81917	43.46	84374	44.76	85194	45.20	86906	46.10	88601	47.00
Level 7.2	81727	41.36	84179	44.66	86704	46.00	87546	46.44	89305	47.38	91048	48.30
Level 7.3	83942	42.48	86460	45.87	89054	47.24	89919	47.70	91726	48.66	93515	49.61
Level 8.1	86769	46.03	89372.07	47.41	92053.23	48.84	92946.95	49.31	94814.83	50.30	96664.83	51.28

Officer Dependents Dependency Allowance + CWA

	Current		2012+3%		2013+3%		2013 +4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
Level 3.1	59018	29.87	60789	32.25	62612	33.22	63220	33.54	64491	34.21	65749	34.88
Level 3.2	60169	30.45	61974	32.88	63833	33.86	64453	34.19	65748	34.88	67031	35.56
Level 3.3	61319	31.03	63159	33.51	65053	34.51	65685	34.85	67005	35.55	68312	36.24
Level 3.4	62469	31.61	64343	34.13	66273	35.16	66917	35.50	68262	36.21	69593	36.92
Level 4.1	64015	32.4	65935	34.98	67914	36.03	68573	36.38	69951	37.11	71316	37.83
Level 4.2	65316	33.05	67275	35.69	69294	36.76	69966	37.12	71373	37.86	72765	38.60
Level 4.3	66618	33.71	68617	36.40	70675	37.49	71361	37.86	72795	38.62	74216	39.37
Level 4.4	67921	34.37	69959	37.11	72057	38.23	72757	38.60	74219	39.37	75667	40.14
Level 5.1	68164	34.5	70209	37.25	72315	38.36	73017	38.74	74485	39.51	75938	40.29
Level 5.2	69469	35.16	71553	37.96	73700	39.10	74415	39.48	75911	40.27	77392	41.06
Level 5.3	70778	35.82	72901	38.67	75088	39.83	75817	40.22	77341	41.03	78850	41.83
Level 6.1	74712	37.81	76953	40.82	79262	42.05	80031	42.46	81640	43.31	83233	44.16
Level 6.2	76946	38.94	79254	42.04	81632	43.31	82425	43.73	84081	44.61	85722	45.48
Level 6.3	79099	40.03	81472	43.22	83916	44.52	84731	44.95	86434	45.85	88120	46.75
Level 7.1	80887	40.93	83314	44.20	85813	45.52	86646	45.97	88387	46.89	90112	47.80
Level 7.2	83083	42.05	85575	45.40	88143	46.76	88999	47.21	90787	48.16	92558	49.10
Level 7.3	85299	43.17	87858	46.61	90494	48.01	91372	48.47	93209	49.45	95027	50.41

Camp Allowance	Current	2/07/2012	1/07/2013 + 3%	1/07/2013 + 4%	14/07/2014 + 3%	14/7/14 + 4%
Rate per night	48.00	55.00	56.70	57.20	58.40	59.50

WAGES RATES - Local Government Employee s' Award - State

	Current		2012+3%		2013+3%		2013+4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
Level 1 Yard	48,412	24.50	49864	25.23	51360	25.99	51859	26.24	52901	26.77	53933	27.29
Level 2 Yard	49,838	25.22	51333	25.98	52873	26.76	53386	27.02	54459	27.56	55522	28.10
Level 3 Yard	50,295	25.45	51804	26.22	53358	27.00	53876	27.27	54959	27.81	56031	28.36
Level 4 Yard	51,301	25.96	52840	26.74	54425	27.54	54954	27.81	56058	28.37	57152	28.92
Level 5 Yard	52,328	26.48	53898	27.28	55515	28.09	56054	28.37	57180	28.94	58296	29.50
Level 6 Yard	55,206	27.94	56862	28.78	58568	29.64	59137	29.93	60325	30.53	61502	31.12
Level 7 Yard	56,369	28.53	58060	29.38	59802	30.26	60382	30.56	61596	31.17	62798	31.78
Level 8 Yard	58,522	29.62	60278	30.50	62086	31.42	62689	31.73	63949	32.36	65196	32.99
Level 9 Yard	60,521	30.63	62337	31.55	64207	32.49	64830	32.81	66133	33.47	67423	34.12
L3 Cas + 23%	51464		56237		56783		57334					
L4 Cas + 23%	52126		56960		57513		58071					
60% L2 17 Yrs	29903	15.13	30800	15.59	31724	16.05	32032	16.21	32675	16.54	33313	16.86
80% L3 19 Yrs	40236	20.36	41443	20.97	42686	21.60	43101	21.81	43967	22.25	44825	22.68

Engineering Award State

	Current		2012+3%		2013+3%		2013+4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
C14	46,466	23.51	47,860	24.22	49,296	24.95	49,774	25.19	50,775	25.70	51,765	26.20
C13	47,394	23.98	48,816	24.70	50,280	25.45	50,768	25.69	51,789	26.21	52,799	26.72
C12	49,838	25.22	51,333	25.98	52,873	26.76	53,386	27.02	54,459	27.56	55,522	28.10
C11	53,278	26.96	54,876	27.77	56,523	28.60	57,071	28.88	58,218	29.46	59,354	30.04
C10	57,860	29.28	59,596	30.16	61,384	31.06	61,980	31.37	63,225	32.00	64,459	32.62
C9	60,090	30.41	61,893	31.32	63,749	32.26	64,368	32.58	65,662	33.23	66,943	33.88
C8	62,127	31.44	63,991	32.38	65,911	33.36	66,550	33.68	67,888	34.36	69,212	35.03
C7	63,060	31.91	64,952	32.87	66,900	33.86	67,550	34.19	68,907	34.87	70,252	35.55
C6	63605	32.19	65513	33.15	67479	34.15	68134	34.48	69503	35.17	70859	35.86
C5	65641	33.22	67610	34.22	69639	35.24	70315	35.58	71728	36.30	73127	37.01
C4	67795	34.31	69829	35.34	71924	36.40	72622	36.75	74081	37.49	75527	38.22
C3	71996	36.44	74156	37.53	76381	38.65	77122	39.03	78672	39.81	80207	40.59
Jnr App 1st Yr (50.7% C10)	29335	14.85	30215	15.29	31122	15.75	31424	15.90	32055	16.22	32681	16.54
Jnr App 2nd Yr (58.8% C10)	34022	17.22	35042	17.73	36094	18.27	36444	18.44	37176	18.81	37902	19.18
App 1st Yr (75% C10)	43396	21.96	44697	22.62	46038	23.30	46485	23.52	47419	24.00	48344	24.47
App 2nd Yr (80% C10)	46289	23.43	47677	24.13	49107	24.85	49584	25.09	50580	25.60	51567	26.10
App 3rd Yr (84% C10)	48603	24.60	50061	25.33	51563	26.09	52063	26.35	53109	26.88	54146	27.40
App 4th Yr (90% C10)	52075	26.35	53636	27.14	55246	27.96	55782	28.23	56903	28.80	58013	29.36
Camp Allowance												
	Current		2/07/2012		1/07/2013 + 3%		1/07/2013 + 4%		14/07/2014 + 3%		14/7/14 + 4%	
Rate per night	48.00		55.00		56.70		57.20		58.40		59.50	

Building Trades Public Sector Award State

	Current		2012+3%		2013+3%		2013+4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
	4/07/2011		2/07/2012		1/07/2013		1/07/2013		14/07/2014		14/07/2014	
PL5 (BT1)	57,860	29.28	59,596	30.16	61,384	31.06	61,980	31.37	63,225	32.00	64,459	32.62
PL6 (BT2)	60,090	30.41	61,893	31.32	63,749	32.26	64,368	32.58	65,662	33.23	66,943	33.88
PL7 (BT3)	62,127	31.44	63,991	32.38	65,911	33.36	66,550	33.68	67,888	34.36	69,212	35.03
Carpenter L7 (BT3)	62128	31.44	63992	32.38	65912	33.36	66552	33.68	67889	34.36	68548	34.69
90% PL5 (BT1)	52075	26.35	53637	27.14	55246	27.96	55783	28.23	56904	28.80	57456	29.08
PL6 (BT2) Cas + 23%	64680			70677			71363		72056			

Leading Hands - Trade

A	B	C	D	E	F	G	H	I	J	K	L	M
	Current		2012+3%		2013+3%		2013+4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
PL7 (BT3) + LH	67,888	34.36	69,925	35.39	72,022	36.45	72,722	36.80	74,183	37.54	75,630	38.27
C7 + LH	67,888	34.36	69,925	35.39	72,022	36.45	72,722	36.80	74,183	37.54	75,630	38.27

Hotels, Resorts and Certain Other Licensed Premises Award – State (excluding South-East Queensland)

A	B	C	D	E	F	G	H	I	J	K	L	M
	Current		2012+3%		2013+3%		2013+4%		2014+3%		2014+4%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Civic Theatre Tech	53,090	26.87	56,323	28.50	58,013	29.36	58,576	29.64	59,753	30.24	60,919	30.83
Casual Cleaner	45,103	22.83	47,850	24.22	49,285	24.94	49,764	25.18	50,764	25.69	51,754	26.19
Front of House	34,754	17.59	35,797	18.12	36,871	18.66	37,229	18.84	37,977	19.22	38,718	19.59
Theatre Tech Tne	28,508	14.43	29,363	14.86	30,244	15.31	30,538	15.45	31,151	15.76	31,760	16.07
Theatre Tech Cas + 25%	66,005		72125		72826		73533					
L2 Bar Cas + 25%	43,346		47366		47825		48290					
L2 Bar Cas + 50%	52,016		56839		57391		57948					
L2 Bar Cas + 150%	86,693		94731		95651		96580					
18Yr Jnr L2 Bar Cas + 25%	34,676		37893		38261		38632					
18Yr Jnr L2 Bar Cas + 50%	41,612		45472		45913		46359					

Adult Apprentices

	Current		2012+3%		2013+3%		2013+4%		2014+3%		2014+4%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
1st Yr App 75% of C10	43,395	21.96	44,697	22.62	46,038	23.30	46,485	23.52	47,419	24.00	48,344	24.47
2nd Yr App 80% of C10	46,288	23.43	47,677	24.13	49,107	24.85	49,584	25.09	50,580	25.60	51,567	26.10
3rd Yr App 84% of C10	48,602	24.60	50,060	25.33	51,562	26.09	52,062	26.35	53,109	26.88	54,145	27.39
4th Yr App 90% of C10	52,074	26.35	53,636	27.14	55,245	27.96	55,782	28.23	56,903	28.8	58,013	29.36

SCHEDULE 2 - FLEXTIME AGREEMENT – MICC 20113-2015

1. Introduction

The Scheme will cover only office based persons employed by MICC under the provisions of the Queensland Local Government Officer's Award - 1998.

In brief, Flexitime is designed to allow office staff maximum flexibility in determining their own working hours within each 72.50 hour fortnight. In operation the necessary constraints will be that present work throughputs and service to the public must not be reduced and overtime must not increase. On the other hand it will be important for all supervisors to recognise that staff should be allowed the greatest possible freedom to select their working hours within these constraints. So the success of Flexitime will depend largely upon cooperation between staff and management.

2. Definitions of Commonly Used Terms

- BANDWIDTH:** Refers to the span of hours between start of the morning flex period and the end of the afternoon flex period. This may be within the range of 6.00 a.m. to 6.00 p.m. but the bandwidth for each section will be set by the department head.
- NOMINAL HOURS:** Nominal hours of duty are those defined in the Queensland Local Government Officer's Award, 1998, 7hours 15 minutes per day 36 hrs 15 mins per week 72 hrs 30 mins per fortnight.
- MAXIMUM HOURS:** The maximum number of hours which can be worked in any one day (exclusive of overtime) is eight (8) hours. Any extension should only be made at Director Level.
- STANDARD DAY:** A standard working day is 7 hours 15 minutes, worked between 8.45 am and 5.00 pm with a lunch break of 60 minutes.
- CORE TIME:** The periods during the day when all officers are required to be present unless on approved leave. Core times are 9.30 am - 12 noon and 2.00 pm - 3.30 pm. This period may be varied by Managers to suit customer service requirements.
- LUNCH BREAKS** Ordinary daily hours are to be worked consecutively with a break of not less than 30 minutes for a meal, to commence no later than five hours after starting time each day. A lunch break must be taken in the period 12.00pm to 2.00pm with a minimum of 30 minutes and a maximum of 2 hours. All employees are required to clock off and back on again upon resumption of duty. Lunch times may be rostered or taken at set times in units where customer service is provided from 9.00 am to 4.30pm. Lunch times of > 1 hour must be approved by the Team leader and are subject to operational requirements.
- FLEX CREDIT:** A flex credit is an allowable amount above the normal hours that an employee is required to work; eg. if an officer has worked 8 hours on the one day, he/she has a flex credit of 45 minutes for that day. Flex credits are shown as "(+)".
- FLEX DEBIT:** A flex debit is an allowable amount below the normal hours that an employee is required to work and should be shown as "(-)". A carry over flex debit can only be authorised by the Director of the Department or the Chief Executive Officer and is only allowable for employees that have commenced just prior to the Christmas break and have not accrued enough leave hours to cover the period between Christmas and New Year should Council close for business over this period.
- SETTLEMENT PERIOD:** This is a period of ten (10) working days during which an officer is required to work a nominal total of 72 hours 30 minutes. Settlement periods will correspond with the present pay periods.
- CARRY OVER:** This is the amount of Flex Credit that may be carried over into the next settlement period. The maximum carry over is (+) 36.25 hours.
- FLEX LEAVE:** Refers to an approved absence of not more than 36 hours 25 minutes in any one settlement period. Permission must be given prior to any leave being taken.

3. Co-Operation and Supervision

It is essential for the smooth running of any large organisation that there be co-operation and supervision. These two factors apply to a very large degree under Flextime.

Officers must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of his/her staff to commence or cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed. Permission to access flex credits must be obtained prior to taking flextime.

It is essential therefore that all staff working Flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly there will need to be co-operation between staff, supervisors and management in planning working times so that during Flex Periods resources are available to service the needs of the public, other departments and organisations, and to enable the continuance of inter-office communication and services. This has to be carefully balanced against the objectives of the system that staff should be afforded maximum flexibility in choosing their working hours consistent with the requirements of the system and the ultimate achievement of the group's and the Department's work objective.

It is to be remembered that Flextime has been designed primarily to enable officers to work more efficiently and to enable them to have a greater say in planning their working hours, and not so as to reduce the number of hours worked, nor result in reduced output.

Higher duties allowance is not payable when staff are absent on Flex leave.

Supervisors have a most important role to play under Flextime. As well as ensuring that their section's obligations are met in full, they should encourage their officers to use the benefits of the scheme in a responsible manner. Supervisors should closely examine officer's attendance patterns: should they be unsatisfactory, the supervisor should immediately counsel the officer concerned. If the officer's attendance pattern continues to be unsatisfactory details of the case should be referred to the head of the Department.

4. Who Will Participate In Flextime?

Only office based staff who work 36.25 hours per week and are covered by the Queensland Local Government Officer's Award, 1998 will be eligible to participate in Flextime. The exception to this will be staff whose normal hours of duty differ from 36.25 hours per week, workers, or those whose duties are tied to industry hours. This will generally be those staff who work predominately in a field type position. These staff will work fixed starting and finishing times on a 9 day fortnight or 19 day month basis.

It may be necessary to exclude certain other staff from the scheme because of the need to maintain a continuous service during normal hours. These officers, will be advised by their Team Leader / Supervisor.

The degree to which staff will be able to avail themselves of the benefits will, of course, vary depending on such aspects as the designation and classification of officers, the duties of their positions, the location of section, absence of other officers etc. Not all staff will be able to enjoy the full benefits of Flextime. Any staff on individual contracts will not participate in the flextime scheme.

Managers who are not on an individual contract may participate in the flextime provisions.

The Council will at all times retain the right to determine who may be included or excluded from participation.

5. Provisions of Flextime

5.1 Daily Working Hours

The following details relate to daily working hours in general.

Daily working hours must fall within the span of hours from 6.00am to 6.00pm.

Band width will be set for each section by the department manager but would generally be within the following period. Earliest starting time 8.00 a.m.

Latest finishing time 6.00 p.m.

Officers working outside of these hours will not be paid for any such duty or allowed to accrue flextime unless they have been SPECIFICALLY DIRECTED TO DO SO, in which case, overtime provisions will apply.

5.2 The maximum time which an officer can work on any one day (not including overtime) is 8 hours. This must be prior approved by the Supervisor. Employees required to work more than 8 hours in any day must have prior approval from the Department Head.

5.3 Ordinary daily hours are to be worked consecutively with a break of not less than 30 minutes for a meal, to commence no later than five hours after starting time each day. A standard lunch period is 60 minutes; all employees are required to clock off and back on again upon resumption of duty.

5.4 Settlement Period:

For Flextime the Settlement Period will be a fortnight corresponding to the period at present covered by the fortnight for which salaries are prepared. The NOMINAL requirement will therefore be all officers to work **72 HOURS 30 MINUTES OVER A PERIOD OF TEN (10) DAYS, BETWEEN THE HOURS OF 6.00 A.M. AND 6.00 P.M.** The exception is that officers are allowed to carry over to the next Settlement Period a maximum flex credit of 36.25 hours.

5.5 Flex Credit Build Up

Officers will be allowed to build up flex credits during the settlement period i.e. They are not required to work 7 hours 15 minutes each and every day.

The following conditions will apply to the accrual of flex credits and flex debits:

5.6. Flex Credit:

Subject to the specified requirement of the scheme eg. necessity for officers to meet their functional responsibilities, co- operation with supervisors etc., an officer may accrue a flex credit build up of **36.25 hours**. NB staff are not authorised to accrue greater than 36.25 hours unless approved by the CEO. **All periods in excess of 36.25 hours will lapse unless taken in the fortnight in which it accrues.**

The provision for officers to establish credits enables both officers, and their sections, to plan for peaks and troughs. Additionally, it will enable officers to have time off at times when normally they would be working.

5.7 Carry Over to next Settlement Period

Officers will be allowed to carry over from one Settlement Period to the next, a flex credit of 36.25 hours. Carry over of a flex debit is not permitted and employees with a flex debit will be docked accordingly in their pay. **All flexcredits in excess of 36.25 hours may not be carried over to the next settlement period and will lapse unless approved by the CEO.**

5.8 Annual Christmas Closedown

Staff are required to use accrued flexcredit for work absences required for the annual Christmas closedowns up to the maximum accrual of 36.25 hours.

5.9 Leave & Flex credit

When staff are absent on sick leave or any other approved leave a standard day of 7h 15m is deducted from the leave credits and added to flexcredit for the day off or if multiple days 7h 15m X number of days absent. (See example attached)

5.10 Overtime

5.10.1 Overtime will be payable when specifically directed and authorised by the Manager prior to working the overtime).

(a)For all work outside bandwidth – Monday to Friday 6am to 6 pm

(b)For all work performed in excess of 7.25 hours where the employees so elects, and in all cases for work performed in excess of 8 hours in any one day (subject to clause 5.4.)

(c)For work performed outside nominal hours when a flex credit of 36.25 hours is exceeded.

(d)For work performed after five hours have lapsed from commencement of work until such time as a lunch break may be taken.

5.10.2 The employee MAY refuse to work more than 7.25 hours on any day unless overtime rates are paid for the time worked in excess of 7.25 hours, although overtime shall not be performed without the express approval of an authorised officer.

5.10.3

- (a) MICC retains the right to insist that employees work during nominal hours.
- (b) The employee retains the right to insist that he/she work during nominal hours.

5.11 Working at other Offices

While working at any office in another Department where Flextime is not in operation or where the hours of duty differ from those at their home office, officers are to adopt the hours of duty operative in that office.

When an officer is transferred to an office where Flextime is not in operation he/she should take advantage of any accrual Flextime credit within one fortnight of his/her transfer.

5.12 Notification of Termination

When an employee gives notice that he/she wishes to terminate, he/she automatically ceases to participate in Flextime. Any debit existing 3 days before termination will be deducted as leave without pay.

Where a credit balance exists, the officer is entitled to take this time up to the maximum flextime credit of 36.25 hours. Any period in excess of 36.25 hours credit will lapse on termination.

6 Time Recording

All staff are honor bound to record their attendance accurately and truthfully. Any officer who does not observe this requirement will be excluded from participating in the scheme. An officer who deliberately falsifies his/her Time Card will be subject to disciplinary action as well as automatic exclusion from the flextime scheme.

Where time clocks are used all officers participating in Flextime must record their times on the cards provided by using such time clocks.

Participating officers are required to record actual times for commencement of duty in the morning, ceasing duty for lunch, recommencement after lunch, and ceasing duty for the day. Absences for short periods during the day and other leave must also be recorded on the individual time clock cards. Attendance at the Blood Bank or Training Courses is to be treated as working time, in and out times are not to be recorded. The supervisor is to be notified in all cases when officers leave the premises for any reason whatever.

Each officer should calculate his/her time worked and the accrual Flex Credit or Flex Debit, preferably at the end of each day in biro.

Totals for each time card must be signed by the employee and approved and signed by his/her supervisor before submission, by attachment to the back of the time sheet, to the Pay Office.

Officers who commence at locations other than their usual starting place must record their commencement times in their diary at the time of commencement and transfer that figure to their time sheet at the earliest opportunity. This change of commencement location and the recorded detail on the time sheet must be approved and authorised by their supervisor.

7 Transfer and New Employee

The date a new employee commences Flextime will not necessarily correspond to the start of a settlement period. Each expired day of the settlement period before commencement is calculated at nominal hours (7.25 hours).

8 Interpretation of Agreement

If any disagreement or dispute arises over a question of interpretation or application of this Agreement the question shall be resolved using Section 20 Grievance and Dispute Settlement of the MICC 2009

Certified Agreement.

Table 11 Flextime Provisions

Flextime Provision	Rule	Comment
Span of Hours	6.00am to 6.00pm	The span of hours in which the band width can be set
Band width	Bandwidth for each section will be set by the Department Manager.	
Commencement times	8.00am to 9.30am	Subject to customer service requirements and in line with Team Leader approval for
Finishing Times	3.30pm to 6.00pm	
Lunch Time span	12.00pm to 2.00pm	Subject to operational requirements
Minimum Lunch break	30 minutes	Not included in flex credit accrual. Lunch breaks >1 hour subject to Team Leader
Maximum Lunch Break	2 hours	
Morning Tea	10 mins	Included in flex credit accrual
Afternoon Tea	10 mins	Included in flex credit accrual
Core Time	9.30am to 12.00pm 2.00pm to 3.30pm	Staff must be at work unless on approved leave. May vary in certain sections.
Nominal Fortnight Hours	72.5 hours	2 x 36.25 hours
Nominal Daily Hours	7.25 hours	8.45am to 5.00pm (60 mins lunch)
Maximum Daily Hours	8.00 hours	Exclusive of Overtime
Maximum Daily Accrual	45 minutes (.75 hr)	
Maximum Fortnightly hours	80 hours	10 x 8
Maximum Fortnightly Accrual	7.5 hours	10 x .75
Maximum Weekly hours	40 hours	5 x 8
Maximum Weekly Accrual	3.75 hours	5 x .75
Settlement Period	2 weeks	Usual pay period
Maximum Flexcredit Carry over	36.25 hours	5 x 7.25
Maximum Flexcredit Taken in one	36.25 hours	5 x 7.25
Maximum Flexcredit Taken in association	36.25 hours	5 x 7.25
Overtime	Outside 6.00am to 6.00pm	Must be directed and authorised by Manager prior to working
Overtime	After 8.00 hours ordinary time	Must be directed and authorised by Manager prior to working
Christmas closedown	Must use available flex credits	