

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

McKinlay Shire Council Certified Agreement 2012-2015

Matter No. CA/2012/565

Commissioner Black

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:

McKinlay Shire Council Certified Agreement 2012-2015 – CA/2012/565

Made between:

McKinlay Shire Council

AND

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

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 replaces McKinlay Shire Council (MSC) Certified Agreement 2009 - CA/2009/98

By the Commission.

Commissioner Black



McKinlay Shire Council

Enterprise Bargaining Agreement

2012 - 2015

PART 1 – INTRODUCTION

1.1 TITLE

This Agreement shall be known as the McKinlay Shire Council Enterprise Bargaining Agreement 2012 - 2015.

1.2 ARRANGEMENT

Part 1 – Introduction	3
1.1 Title	3
1.2 Arrangement	3
1.3 Definitions	5
1.4 Application	6
1.5 Parties Bound	6
1.6 Award Relationship	6
1.7 No Extra Claims	7
1.8 Date and Period of the Agreement	7
1.9 Renegotiation	7
Part 2 - Purpose and Objectives of the Agreement	7
2.1 Purpose	7
2.2 Objectives of Agreement	7
2.3 Enterprise Bargaining Team	8
2.4 Joint Consultative Committee	8
2.5 JCC Facilities	9
2.6 Dispute Settlement/Resolution	9
2.7 Types of Employment	10
2.7.1 Full time	10
2.7.2 Part time	10
2.7.3 Job sharing	10
2.7.4 Casual	11
2.7.5 Fixed term	11
2.7.6 Apprentices & Trainees	12
2.8 Security of Employment	12
2.9 Redundancy	12
2.9.1 Consultation before terminations	12
2.9.2 Transfer to lower paid duties	13
2.9.3 Time off during notice period	13
2.9.4 Severance pay	14
2.9.5 Employees with less than one year's service	14
2.9.6 Employees exempted	14
2.9.7 Incapacity to Pay	14
Part 3 – Working Arrangements	15
3.1 Ordinary Hours	15
3.1.1 Work Cycles	15
3.1.2 Span of Hours	15
3.1.3 Saturday, Sunday, Public Holiday	15
3.2 Nineteen Day Month	15
3.3 Authorised Overtime	16
3.4 Major Works and projects	16
3.4.1 Averaging hours	16
3.5 Accrued Days Off (ADO)	16

3.5.1	Engineering services staff	16
3.5.2	All other staff	16
3.6	Wet Weather	17
3.7	Flexible Working Arrangements and Practices	17
3.8	Local Area Agreements (LAAs)	18
3.9	Family Friendly Working Arrangements	18
3.10	Time Off In Lieu of Overtime Worked (TOIL)	19
	Part 4 - Remuneration & Benefits	20
4.1	Wage Schedule	20
4.2	Salary/Wage Increase	20
4.3	Higher Duties	20
4.4	Superannuation	20
4.5	Salary Sacrifice	21
4.6	Classifications, Position Descriptions and Salary Increments	21
4.6.1	Final Trim Grader Driver	21
4.7	Salary Increments	21
4.8	Allowances	22
4.8.1	Camp allowance	22
4.8.2	Meal allowance	22
4.8.3	Dangerous chemicals allowance	22
4.8.4	Dead animal allowance	22
4.8.5	Clothing allocation	22
4.8.6	Sodium Fluoro Acetate	22
	Part 5 - Leave Arrangements	22
5.1	Bereavement Leave	22
5.2	Annual Leave	23
5.2.1	Accrual	23
5.2.2	Annual Leave Reduction Scheme	23
5.2.3	Melbourne Cup Day	23
5.3.1	Accrual	23
5.3.2	Long Service Leave Reduction Scheme	23
5.4	Sick Leave	24
5.5	Parental Leave	24
5.6	State Emergency Services or Fire Brigade	24
5.7	Annual Closedown	25
5.8	Extraordinary Event Closedown	25
	Part Six – Miscellaneous Provisions	25
6.1	Alcohol/Drug Testing	25
6.2	Employee Development	26
6.2.1	Training	26
6.2.2	Reasonable Costs	26
6.2.3	Payment for Travel	26
6.3	Vacancies	27
6.3.1	Advertising Positions	27
6.3.2	Ongoing Employment	27
6.4	Workplace Health & Safety Performance Indicators	27
6.5	Union Encourage	28
6.5.1	Union encouragement	28
6.5.2	Union delegates	28
6.5.3	Union dues	29
6.6	Sick Leave Management Procedure	29
6.7	Transition to Retirement Arrangements	29
6.8	Overpayment of Wages	30
	Schedule 1 Wage Rates	31

Schedule 2 Pay Rates	32
Schedule 3 allowance rates	33

1.3 DEFINITIONS

- a) Act shall mean the *Queensland Industrial Relations Act 1999* as amended.
- b) Award shall mean the Awards stated in clause 1.6 of this Agreement.
- c) Council shall mean the McKinlay Shire Council.
- d) Consultation shall mean where the Parties to this Agreement meet to discuss matters of mutual interest through an open communication process and an exchange of ideas and information. To avoid doubt, on occasion consultation may not lead to agreement or endorsement of management policy or processes.
- e) The Employer shall have the same meaning as that cited in the *Local Government Act 2009*.
- f) Immediate family member or household shall means.
 - i. an employee's spouse, child, parent, grandchild, grandparent or sibling;
 - ii. a child, parent, grandparent, grandchild or sibling of the spouse of the employee;
 - iii. the word spouse shall have the meaning of same sex spouse, a former spouse, a de facto spouse or a former de facto spouse.
- g) LGE Award shall mean the Local Government Employees (excluding Brisbane City the Employer) Award – State 2003
- h) QLGO Award shall mean the Queensland Local Government Officers Award 1998 – State
- i) Long Term Casual Employee shall mean an employee who is employed as a casual employee on a regular and systematic basis for a period of at least one (1) year.
- j) Nominated Representative shall mean a person nominated by an employee to represent their interests to the Employer. A nominated representative may be a union representative and/or delegate, a work colleague or any other person that the employee chooses.
- k) Parties shall mean the Parties identified in clause 1.5.
- l) QIRC shall mean Queensland Industrial Relations Commission.
- m) Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.
- n) Productivity gains may be in a variety of forms, which may include:
 - i. The provision of the same level and quality of services at a lesser input;
 - ii. The provision of a greater level of customer service at the same or lesser input;
 - iii. The development of a capacity to provide increased services in those work units where growth is occurring;
 - iv. Updated technology, and

- v. An agreed combination of the above.

1.4 APPLICATION

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

- a) Chief Executive Officer (CEO); or
- b) A Senior Contract Employee; or
- c) A Community Health Nurse; or

Pursuant to a written contract of employment where that contract states Pursuant to clause 6.5 or 6.6 of the Queensland Local Government Officer Award 1988, that the Award will not apply to the employment terms and conditions applicable to the employee.

1.5 PARTIES BOUND

This Agreement shall be binding on the following Parties:

- a) McKinlay Shire Council (hereafter called the Employer);
- b) the employees of the Employer whose classifications appear in this Agreement or the parent Awards (herein after called the employees); and
- c) the following Unions.
 - Queensland Services, Industrial Union of employees;
 - The Australian Workers' Union of Employees, Queensland;
 - The Construction, Forestry, Mining and Energy, Industrial Union of employees Queensland;

1.6 AWARD RELATIONSHIP

The terms and conditions of the relevant awards listed in this Agreement shall apply unless excluded or modified as an expressed term of this Agreement.

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Parent Awards listed below and as in force immediately preceding certification of this Agreement,

- a) Queensland Local Government Officers Award 1998 – State;
- b) Local Government Employees (excluding Brisbane City Council) Award – State 2003;
- c) Engineering Award – State 2002, and
- d) Building Trades Public Sector Award – State 2002.

From the date of operation of this Agreement, all other workplace agreements will cease to exist. The exception to this will be Local Area Agreements (LAA's) developed during the life of this Agreement.

The terms and conditions of the relevant Awards listed in this Agreement, in force immediately preceding the certification of this Agreement, shall apply unless excluded or modified as an expressed term of this Agreement. Where there is any inconsistency between the Agreement and the Parent Awards, this Agreement shall take precedence to the extent of the inconsistency.

Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in this clause or any other Award covering employees under this Agreement shall not apply.

1.7 No EXTRA CLAIMS

There will be no extra claims for changes in relation to matters dealt with by this Agreement and/or awards read in conjunction with this Agreement pursued by the Parties during the life of this Agreement.

1.8 DATE AND PERIOD OF THE AGREEMENT

This Agreement shall be effective, once certified by the QIRC and shall continue to have effect until the nominal expiry date of June 30 2015 or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect following the nominal expiry date until it is varied or terminated.

From the date of operation of this Agreement, all other workplace agreements shall cease to have effect.

1.9 RENEGOTIATION

The Parties undertake to provide their respective claims and commence discussions for renegotiation of a new Collective Agreement a minimum of 6 months prior to the nominal expiry date shown in clause 1.8 with an aim to finalise the replacement Agreement prior to this Agreement reaching the nominal expiry date.

PART 2 - PURPOSE AND OBJECTIVES OF THE AGREEMENT

2.1 PURPOSE

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

- a) sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements; and
- b) improved working conditions for the Employer's employees.

2.2 OBJECTIVES OF AGREEMENT

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

- a) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- b) Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Employer's customers.
- c) Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- d) Commit to maintaining a healthy and safe work environment.
- e) Focus on competitiveness to ensure the Employer maintains a viable, effective and secure workforce.
- f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- g) To enhance the opportunity for staff to achieve a balance of work and family life and thereby contribute to improved work satisfaction and morale and consequently to the increased effectiveness and efficiency of operations to the mutual benefit of the Employer and staff.
- h) The Parties shall be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

2.3 ENTERPRISE BARGAINING TEAM

For the purposes of negotiating and implementing a replacement Agreement an Enterprise Bargaining Team (EBT) shall be established which shall consist of representatives from management, employees and the Unions party to this Agreement.

Management representatives shall consist of the CEO and any person(s) nominated by the CEO. The employee representatives shall consist of six (6) employees, elected by the employees broadly representing the Employer's area of operations and their Union Officials.

2.4 JOINT CONSULTATIVE COMMITTEE

In order to facilitate ongoing harmonious industrial relations the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of employee representatives, Union officials or delegate and management nominees in accordance with the terms of reference developed and agreed to by the JCC.

The group shall meet on an as needs basis but not less than twice per year to consider all industrial relations matters including, but not limited to:

- workplace issues that have the potential to impact employees, including work units, divisions or the entire organisation, e.g. workloads; and
- monitor and review implementation of this Agreement; and

- undertake specific responsibilities and activities in accordance with this Agreement; and
- identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to greater job satisfaction, and
- any other matter raised by Union or management which impacts on the workforce.

The Consultative Committee shall, after the certification of this Agreement, be formed initially from the EBT. Thereafter where a position becomes vacant it shall be filled by employee's nominating for the position and being elected to the vacancy by all employees.

2.5 JCC FACILITIES

The following facilities shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement:

- a) Meetings, associated work and reporting should occur in normal working time.
- b) Reasonable access to normal Council facilities such as word processing, photocopying, postal system internal mail, 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.

2.6 DISPUTE SETTLEMENT/RESOLUTION

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

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work performance. At any time during this procedure an employee has the right to be represented by a person or organisation of their choice.

The matters to be dealt with in this procedure shall include all disputes between an employee and the Employer in respect to any industrial matter.

In circumstances where this procedure does not resolve the issue/complaint, the Parties may refer the matter to the QIRC for conciliation and where appropriate, arbitration

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

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

- 2.6.1 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 hours of notification. Employees may elect to be accompanied by a representative.
- 2.6.2 Stage 2 – if the matter remains unresolved after Stage one (1), the employee may refer the matter to the relevant Department Head. This meeting should be held within five (5) working days of the employee's request.
- 2.6.3 Stage 3 – if the matter remains unresolved after Stage two (2), the employee may refer the matter to the CEO. These discussions should be held within five (5) working days of the employee request.
- 2.6.4 Stage 4 – if the matter remains unresolved, either party may refer the matter to the QIRC. The Parties agree that a dispute referred to the QIRC shall request conciliation in the first instance and arbitration as a final resort if necessary.

A determination made by the QIRC (subject to the Parties' right of appeal under the *Act*) shall be final and binding on all Parties to the dispute.

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

There shall be a commitment by the Parties to this procedure, including the earliest possible advice of any issue or problem that has the potential to result in a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

2.7 TYPES OF EMPLOYMENT

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

2.7.1 Full time

The QLGO Award 1998 provides for 36.25 hours per week. The LGE (excluding Brisbane City the Employer) Award – State 2003, the Engineering Award – State 2002 and Building Trades Public Sector Award – State provide for 38 hours per week.

2.7.2 Part time

Part time employment is to be based on a regular number of hours averaging less than 36.25 or 38 ordinary hours per week (whichever Award applies) and no loading is to apply.

The Parties agree that to enhance the productivity of the Employer and/or the needs of part-time employees, the ordinary spread of hours may be varied to take into account operational demands and requirements and/or the needs of part-time employees without incurring penalty payments between the contracted ordinary hours and 36.25 or 38 ordinary hours, whichever the case may be.

2.7.3 Job sharing

Any permanent full time position may be filled by two (2) employees on a job sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the employees and the Employer.

Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro rata basis. All such appointments made shall be subject to half (1/2) yearly review process in order to assess the effectiveness of the position being performed in this manner.

2.7.4 Casual

A casual employee is an employee who is employed as such and who is paid by the hour. Casual employees who are employed under any Award other than the QLGO Award 1998 shall receive a minimum of 2 hours' work or payment in lieu and be paid a loading of 23% on their ordinary rate of pay.

Casual employees employed under the QLGO Award 1998 shall receive a minimum of 2 hours' work or payment in lieu and be paid a loading of 25%.

2.7.4.1 Casual Conversion

A long term casual employee as defined in clause 1.3 of this Agreement may elect (subject to the provisions of this clause) to have their contract of employment converted to that of a permanent employee. The Employer may on reasonable grounds refuse the employee's request.

Where it is agreed that a long term casual employee has their contract of employment converted to that of a permanent employee, the conversion will take effect from the commencement of the next pay cycle following such agreement, unless otherwise mutually agreed.

The average number of ordinary hours the long term casual has worked over the previous three (3) months shall be used as a guide to determine the type of permanent employment.

2.7.5 Fixed term

The Parties recognise that the Employer may at various times be required to employ staff on a fixed term basis. This may arise under (but not limited to) the following circumstances:

- a) Where the position is only required for a set time
- b) Where the position is only required for the life of a project
- c) Where the position is only created for the life of a set amount of funding (e.g. some govt. services).

Fixed-term employee shall mean an employee who is engaged as such to work for a specific task or period of time. A fixed-term employee shall for all intents and purposes receive the same benefits under this Agreement as would a permanent employee, provided that accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.

Fixed-term employees may be required to work up to an average of 36.25 or 38 ordinary hours per week, depending on the award and job classification, plus any overtime hours as mutually agreed between the employer and the employee. By mutual agreement the contracted hours may be varied to suit the needs of the employer and the employee. Where this occurs the variation shall be recorded in writing and signed by both parties.

Where it is necessary to terminate the employment of a fixed-term employee for misconduct, poor performance or incapacity to perform work or for any other reason prior

to their agreed tenure being completed, the fixed-term employee shall receive the same notice as a permanent employee under this agreement.

2.7.6 Apprentices & Trainees

The contract of employment for apprentices and trainees shall be as required by the *Queensland Vocational Education, Training and Employment Act 2000*, the relevant Award and this Agreement.

The Parties to this Agreement recognise the importance of employing Apprentices and Trainees either directly or indirectly to ensure proper skills and development of the trade or discipline. The employer agrees that Apprentices and Trainees shall be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay shall be calculated in accordance with the salary scales at Schedule 1 of this Agreement.

2.8 SECURITY OF EMPLOYMENT

The Parties recognise that the Employer wishes to preserve as many of the positions that currently exist. Accordingly, the Employer shall take steps to ensure that they have the benefit of a stable and committed workforce.

The Parties to this Agreement believe that security of employment is an outcome of service delivery to the community. The Parties further agree that they intend to preserve and where appropriate, increase Council's ability to provide continuing high quality services to the community and in doing so create security of employment.

Such steps shall include measures to increase the security of employee's employment; however, the Parties recognise that the Employer shall require the use of contractors or hire staff on contract to carry out Council work. Where this occurs in the following areas, this agreement shall not have effect.

- a) The Employer shall use contractors where the work volume is beyond the capacity of the Employer's resources or existing staff.
- b) Where the type of work or specialisation required is beyond the capacity of the Employer's resources or existing staff.
- c) In circumstances where it is more cost effective to deliver quality services.
- d) Contractors and/or their employees shall not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

The use of contractors/labour hire personnel shall be managed in a manner that ensures the optimal Council business and community needs are achieved without eroding the job security of existing permanent employees.

If a service is already outsourced by contract at the time of signing of this Agreement, then that service shall not be affected by this clause.

2.9 REDUNDANCY

2.9.1 Consultation before terminations

(a) Where the Employer decides that they no longer wish the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of

labour, and that decision may lead to termination of employment, the Employer shall consult the employee directly affected and where relevant, their Union or Unions that are a party to this Agreement.

(b) The consultation shall take place as soon as it is practicable after the Employer has made a decision, which shall invoke the provisions of sub-clause (a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.

For the purpose of this sub-clause 2.9.1(b) measures to avoid or minimize the terminations and/or adverse effects on the employees concerned will include, but not be limited to such things as discussions relating to retraining and/or redeployment options prior to redundancies taking effect.

(c) For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions that are a party to the Agreement, 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 Employer shall not be required to disclose confidential information, or information that is protected by legal or professional privilege, the disclosure of which would be adverse to the Employer's interests.

2.9.2 Transfer to lower paid duties

(a) Where an employee is transferred to lower paid duties for reasons set out above the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated.

(b) the Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts that the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the employee for the number of weeks of notice still owing.

(c) The amounts must be worked out on the basis of:

- the ordinary working hours to be worked by the employee; and
- the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- any other amounts payable under the employee's employment contract.

2.9.3 Time off during notice period

(a) Where a decision has been made to terminate an employee in the circumstances outlined above, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

2.9.4 Severance pay

Period of Continuous Service	Severance Payment
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

2.9.5 Employees with less than one year's service

This clause (2.9) shall not apply to employees with less than one year's continuous service and the general obligation on the Employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

2.9.6 Employees exempted

This Clause shall not apply:

- a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- b) to employees engaged for a specific period or task(s); or
- c) to casual employees; or
- d) if the Employer obtains acceptable alternative employment for an employee that does not involve relocation from the shire area.

2.9.7 Incapacity to Pay

The employer in a particular redundancy case may make application to the QIRC to have the general severance pay prescriptions amended on the basis of the employer's incapacity to pay.

PART 3 – WORKING ARRANGEMENTS

3.1 ORDINARY HOURS

3.1.1 Work Cycles

Full-time and Fixed Term employees (who are employed to work either a 38 hour or 36.25 hour week) shall work their ordinary hours within a nineteen day month. However, depending on operational requirements a different work cycle may be agreed upon by the relevant Parties. For the purpose of this clause a month means two (2) consecutive fortnights.

The work cycle shall provide an Accrued Day Off (ADO) each month. The Parties agree that the principle behind ADO's is that the ADO shall be taken when due. Banking of any ADO's shall be by prior written arrangements with the Employer.

3.1.2 Span of Hours

It is agreed that the span of hours shall be worked between the hours of 5.00 a.m. and 7.00 p.m.

Ordinary hours shall be worked on any day Monday to Friday inclusive. However by agreement with the relevant employee/s, employee/s may agree to work their ordinary hours from Monday to Sunday (inclusive).

This ordinary hours may include employees working:

- any consecutive five (5) days in seven (7); or
- any consecutive ten (10) days in fourteen.

Where an employee is required to work on a Saturday, Sunday or a Public Holiday they shall receive the relevant penalty rate as per the Parent Awards in place when this Agreement is certified by the QIRC.

3.1.3 Saturday, Sunday, Public Holiday

Notwithstanding clause 3.1.2 employees employed in the following positions/areas may be required to work Saturday or Sunday or a Public Holiday to suit the operational requirements of the Employer.

- a) Aerodrome and airports;
- b) Caretakers and hall organisers;
- c) Cleaners;
- d) Community Services and recreation centres;
- e) Garbage, Sanitary, Sullage & Sewerage employees;
- f) Local Law Enforcement;
- g) Libraries;
- h) Livestock and Saleyards;
- i) Rural Grader drivers;
- j) Visitor Information Centres and Tourism Services.

3.2 NINETEEN DAY MONTH

The Employer agrees to continue with the 19 day month for the duration of this Agreement. Provided that, a different work cycle may be agreed upon from time to time in order to meet the Employer's operational requirements.

3.3 AUTHORISED OVERTIME

Employees shall not work any overtime unless they have been instructed to do so by the employee's supervisor or where other agreed arrangements are in place. Unauthorised overtime worked may not be paid as they shall be considered voluntary hours.

3.4 MAJOR WORKS AND PROJECTS

For certain major works and projects, flexible work hours, days or weeks may be required. The agreed flexibility shall be by mutual written agreement between the CEO and the relevant employees. This flexibility is not to be unreasonably withheld by either Party.

3.4.1 Averaging hours

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

- a) Arranging working days over an extended period to accommodate project work, peaks and troughs in workloads or climatic weather patterns. (10 on 4 off etc). In such cases Saturdays and Sundays falling within the period of work shall not incur overtime payment unless the average of 38 or 36.25 (as appropriate) hours has been exceeded over the roster cycle.
- b) Averaging ordinary hours as determined in clause 3.4.1 (a) shall apply to rural grader drivers.
- c) Implementing overlapping shift rosters for increased productivity and greater utilisation of plant and equipment.

3.5 ACCRUED DAYS OFF (ADO)

3.5.1 Engineering services staff

Employees within Engineering Services shall generally work a nineteen day month, allowing one (1) ADO each month. Depending on operational requirements, a different work cycle may be worked e.g. a ten (10) day on four (4) day off work cycle.

Generally, no banking of ADO's shall be permitted, however flexibility is provided for and employees may, if required work their ADO, bank up to three (3) days to be used during the Christmas closedown.

On request of an employee or a management representative, an ADO can be reallocated to a different day with the agreement of the Employer and a majority of staff within a crew. This decision would then apply to all staff within that crew.

This clause shall not preclude the Parties agreeing to a different work cycle depending on operational circumstances. Banked time, whether it be ADO's and/or Time off In Lieu of Overtime Worked (TOIL) must be used prior to taking of annual/long service leave.

3.5.2 All other staff

All other staff shall generally work a nineteen day month, allowing one (1) ADO each month

Generally, no banking of ADO's shall be permitted, however, flexibility is provided for and employees may, if required to work their ADO, bank up to three (3) days to be used during the Christmas closedown.

Upon the request of an employee or the Employer, an ADO may be reallocated to a different day.

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

Banked time, whether it be ADO's and/or TOIL must be used prior to taking of annual/long service leave. This clause shall not preclude the Parties agreeing to a different work cycle depending on operational circumstances.

3.6 WET WEATHER

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

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

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

3.7 FLEXIBLE WORKING ARRANGEMENTS AND PRACTICES

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

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

The Parties acknowledge that effective consultation and communication is vital in achieving efficient, flexible and productive employee and management practices.

The Parties commit to the following:

- a) Acceptance in principle that changed organisational structures may be identified by the Employer and these may be more suited to the needs of the Employer, reflecting the different skill/competency levels of tasks to be performed and which may incorporate the ability or opportunity for an employee to perform a wider range and/or variation of duties where appropriate.
- b) Co-operation in the transition from the current organisational structure to a new organisational structure without intentionally creating false expectations.
- c) Co-operation in implementing flexible work rosters to enable better utilisation of plant and equipment.

- d) The Employer shall keep employees informed and shall consult with affected employees and where relevant their union regarding any proposed organisational structure changes, introduction of new technology; or any other matter that shall have a significant impact on work practices. The Employer shall provide due consideration to matters raised during consultation.
- e) Creating opportunities for employees that allows advancement based on skill, qualification and competency acquisition and utilises these skills, qualifications and competencies in the workplace.
- f) The Employer may direct an employee to carry out certain tasks and duties believed to be within the parameters of the employee's skills, competencies and training, provided that such duties are not purposefully designed to promote de-skilling.
- g) The Employer may direct an employee to carry out certain tasks and duties and use certain tools and equipment, provided that the employee has been properly trained (competent) in the use of these tools and equipment.

3.8 LOCAL AREA AGREEMENTS (LAAs)

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

Where the employees to be directly affected and the Employer mutually agree on the need for such flexible working arrangements the following process shall be applied:

- a) The Employer and the majority of impacted employees agree on the need for a flexible working arrangement or LAA.
- b) The impacted employees and the Employer shall consult, reach agreement by majority and then document the LAA.
- c) Employees may consult with their employee organisation representative(s) prior to finalising the LAA.
- d) LAAs require consensus from the majority of impacted employees and approval by the CEO in order to be ratified.
- e) All other LAAs' created during the term of this Agreement shall be maintained by the Employer.

The Parties acknowledge the requirement for LAAs as these allow the Employer's Business Units or individuals to develop and implement flexible working arrangements designed to achieve improved productivity for specific roles, duties or projects. In instances where a conflict exists between an existing LAA and a proposed new LAA the status quo shall be maintained until the conflict is resolved.

3.9 FAMILY FRIENDLY WORKING ARRANGEMENTS

At the request of the employee a family friendly working arrangements may be considered by the Employer.

Family Friendly Working Arrangements shall provide opportunities for employees to achieve a work and family life balance that shall contribute to improved work satisfaction and morale and consequently to the increased effectiveness and efficiency of operations to the mutual benefit of the Employer and the individual employee. In considering these requests the Parties agree that any arrangement:

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

3.10 TIME OFF IN LIEU OF OVERTIME WORKED (TOIL)

Overtime can only be worked with the prior approval of an employee's supervisor. Any overtime worked by employees covered by this Agreement shall be paid at the appropriate overtime rate. However with the approval of the Employer the employee may elect to take TOIL and shall be allowed time off duty equal to the number of hours worked as overtime.

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

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

Generally, TOIL shall be given and taken within three (3) months of the occurrence of the overtime, however with the Employer's approval TOIL, up to a maximum of three (3) days, may be banked for longer than three (3) months for use during the annual closedown period. The combined annual closedown banked time be it ADO and/or TOIL cannot exceed the three (3) days.

For those employees working a ten (10) on four (4) off roster (or other similar arrangements) the period of three (3) months may be extended with CEO approval. For example where in the interests of operational efficiency, the employees work through a public holiday as part of their normal work cycle.

Subject to the above, all other TOIL not taken within three (3) months of accrual shall be paid out at single time. Where TOIL is not granted by the Employer within the prescribed three (3) month period, the time off, shall be paid to the employee at the applicable

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

PART 4 - REMUNERATION & BENEFITS

4.1 WAGE SCHEDULE

Employees whose conditions of employment are governed by this Agreement shall receive over the life of this Agreement remuneration as detailed in Schedule One (1) of this Agreement.

Nothing in this Agreement shall be read as restricting the Employer from offering, or from restricting an employee from accepting an hourly rate of pay or salary higher than that shown in the remuneration Schedule. Where this occurs the higher rate of pay shall be used for all purposes, such as annual leave, personal/carer's leave and any other authorised paid leave.

4.2 SALARY/WAGE INCREASE

Wage/Salary increases under this Agreement shall be as detailed below and shall become effective from the first (1st) full pay period following the date stated below.

- July 1 2012 – 4%; and
- July 1 2013 – 4%; and
- July 1 2014 – 4%.

Any Award increases granted during the term of this Agreement shall be absorbed in the increase granted under this Agreement.

4.3 HIGHER DUTIES

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

4.4 SUPERANNUATION

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

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

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

4.5 SALARY SACRIFICE

Subject to the governing rules of the LG Super, an employee may, in writing, authorise the Employer to pay on their behalf a specified amount from the post-taxation wages of the employee into LG Super.

An employee may adjust the amount they have authorised the Employer to pay into their superannuation account once per year. This adjustment shall take effect on 1st of July of each year by the employee providing the Employer with one (1) month's written notice. The Employer shall pay the amount authorised under this clause 26.3 no later than 28 days after the end of the month in which the authorised deduction was made.

Superannuation Salary Sacrifice is available to employees, subject to arrangements:

- a) Meeting ATO requirements;
- b) Complies with relevant legislation;
- c) Is cost neutral to the Employer.

The Employer reserves the right to withdraw this provision if changes in the relevant laws mean that the Employer would incur additional administrative costs or the scheme itself becomes unlawful. Any Fringe Benefit Tax attracted by the salary sacrifice shall be paid by the employee and shall not result in an increase to the total remuneration package.

It is the responsibility of the employee who is requesting to salary sacrifice to provide the Employer with all reasonable documents the Employer requires to ensure that any arrangements entered into meets the above requirements.

Other than facilitating the salary sacrifice arrangements, the Employer shall not be responsible for any other aspects of salary sacrifice which would include, but not be limited to any loss, fines or fees or other costs sustained by the employee. Accordingly, while not a necessity, the Employer recommends employees take financial advice from a qualified financial planner prior to entering into any such arrangements.

4.6 CLASSIFICATIONS, POSITION DESCRIPTIONS AND SALARY INCREMENTS

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

4.6.1 Final Trim Grader Driver

Designated final trim grader operators are those grader operators responsible for construction of roads to level tolerances of plus or minus 15 mm and shall be classified at Level 7 of this agreement. Provided that where a grader operator is not classified at Level 7 and performs work that would be classed as a final trim work, the grader operator shall receive higher duties for the time so worked.

4.7 SALARY INCREMENTS

Employees who have their terms and conditions governed by the LGO Award 1998 shall move to the next highest salary point within a level by annual increment subject to satisfactory performance for the previous twelve months in accordance with the Employer's annual performance appraisal system.

4.8 ALLOWANCES

All existing allowances are to remain for the duration of this Agreement, as per the relevant award with the exception of the following allowances. The allowances listed below shall be subject to adjustment each year in line with the percentage wage increase as determined in clause 4.2 of this Agreement.

4.8.1 Camp allowance

When it is necessary for an employee to live in a camp provided by the Employer, either because there are no reasonable transport facilities to enable such employee to travel to and from home each day or because such employee is directed to live in such a camp, the employee shall be paid such an allowance per night as shown in Schedule 3 to this Agreement.

4.8.2 Meal allowance

Where an employee works overtime and that work continues beyond two (2) hours, the Employer shall provide the employee with a suitable meal. Where the Employer is unable to provide the meal or chooses not to, the employee shall be paid such an allowance as shown in Schedule 3 to this Agreement.

4.8.3 Dangerous chemicals allowance

Employees, using dangerous chemicals (eg highly poisonous herbicides/pesticides) shall be paid such an allowance as shown in Schedule 3 to this Agreement.

4.8.4 Dead animal allowance

Where an employee is engaged in the removal of a dead animal by hand they shall be paid such an allowance as shown in Schedule 3 to this Agreement.

4.8.5 Clothing allocation

This clothing clause shall be administered as per the Employer's Policy. Employees provided with the corporate clothing are required to wear the corporate clothing on all occasions during work periods.

4.8.6 Sodium Fluoro Acetate

Where an employee is directed by the Employer to prepare Sodium Fluoro Acetate baits for the control of wild dogs and feral pigs the employee shall receive such an allowance as shown in Schedule 3 to this Agreement.

4.8.7 Toilet Cleaning Allowance

Where an employee is employed to, or is directed to clean public toilets or toilets within Council's buildings and spaces the employee shall receive a flat allowance as shown in Schedule 3 to this Agreement. To avoid doubt to and in order to claim this allowance, the employee has to be actively engaged in cleaning urinal and pedestals and not be employed in just housing out the toiled block.

PART 5 - LEAVE ARRANGEMENTS

5.1 BEREAVEMENT LEAVE

With the CEO's approval, employees may be granted up to a maximum of five (5) days off work upon the death of an immediate family member (as defined by clause three (3) of this Agreement).

These five (5) days shall consist of:

- a) two (2) days bereavement leave, on each occasion, plus;
- b) a maximum of three (3) accrued sick leave days;
- c) where an employee does not have sufficient sick leave accrued with the permission of the CEO the employee may access accrued annual leave or other paid leave

With the CEO's approval, employees may be granted up to three (3) days leave from their sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by clause 1.3 of this Agreement.).

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

Access to bereavement leave in other circumstances may be available subject to the agreement of the CEO.

5.2 ANNUAL LEAVE

5.2.1 Accrual

All employees covered by this Agreement shall be entitled to paid annual leave of five weeks (25 days) per 12 months plus a loading 17.5%.

Annual leave shall be taken at times mutually agreed between the employee and their supervisor, apart from the Christmas shutdown. Annual Leave due shall be taken within two (2) years of the due date unless the Employer approves accrual beyond two (2) years.

5.2.2 Annual Leave Reduction Scheme

Where an employee has accrued an excessive amount of annual leave the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time. For the purpose of this sub-clause an excessive amount of annual leave shall be any such leave in excess of ten (10) weeks.

5.2.3 Melbourne Cup Day

An employee shall have the right to apply to use an ADO or a days' annual leave to attend a function on the Melbourne Cup day. The employer shall not unreasonably refuse such an application.

5.3 LONG SERVICE LEAVE

5.3.1 Accrual

All full-time employees shall accrue a long service leave entitlement at the rate of 1.3 weeks for each completed year of continuous service. Part-time and casual employees shall be entitled to long service leave on a pro-rata basis in relation to the ordinary hours worked.

Long service leave may be taken or the employee shall be paid out on resignation or termination of employment on a pro-rata basis on completion of seven (7) or more years' of continuous service with Local Government in Queensland.

5.3.2 Long Service Leave Reduction Scheme

Where an employee has accrued in excess of 19.5 weeks of long service leave the employee shall be required to participate in a leave reduction scheme. Such scheme shall

require the employee to reduce their accrued bank of long service leave over an agreed period of time.

5.4. SICK LEAVE

Employees whose terms and conditions are governed by this Agreement shall be entitled to 15 days sick leave per annum. For calculation purposes 1 day is defined as 7.25 ordinary hours for employees under the LGOA award and 7.6 ordinary hours for employees under the LGEA award and the other state based awards.

An employee shall be required to provide a medical certificate or other reasonably acceptable evidence to the Employer in order to claim sick leave for absences in excess of two (2) days per occasion. There will be no limit as to the amount of sick leave an employee can use whilst employed with MSC.

For the duration of this Agreement and as a trial period, where an employee is required to care for an immediate family member, as defined clause 1.3 of this Agreement, they are able to access ten (10) days of their accrued sick leave per annum. The use of any further sick leave to provide care for an immediate family members shall be subject to the approval from the CEO.

To avoid doubt this means that once the nominal expiry date of this Agreement is reached the provision of employees using ten (10) days sick leave to care for an immediate family member shall cease to have effect.

Where an employee claims sick leave immediately prior or post a public holiday, a weekend, an ADO, other permitted day of work they shall be required to provide a medical certificate in order to claim paid sick leave. Where the employee does not provide the required medical certificate or other reasonably acceptable evidence to the Employer or they may not receive payment for the day claimed.

5.5 PARENTAL LEAVE

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

- a) Employees may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and /or
- b) Employees eligible for long service leave after seven (7) years may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available long service leave days and being paid at half pay in accordance with the terms of this Agreement.
- c) The combination of annual leave and/or long service leave at half-pay together with unpaid parental leave shall not exceed 52 weeks in total.

This leave can either be taken concurrently, or following the taking of the new Federal Government Paid Parental Leave Scheme.

5.6 STATE EMERGENCY SERVICES OR FIRE BRIGADE

Where an employee is a member of a recognised Emergency Services (including SES or Qld Fire Service) Organisation and they are required during working hours to attend an

emergency, there shall be no loss of ordinary time pay for the period agreed to by the Employer.

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

On approach from SES or Qld Fire Services, an employee may be granted leave for training purposes provided such training is in line with the Employer's Training Policy.

5.7 ANNUAL CLOSEDOWN

The Employer's operations shall be closed during the Christmas and New Year period. A skeleton crew as identified by the Employer shall be maintained on duty for the duration of the shutdown.

Employees shall initially self-roster for the shutdown periods acknowledging that if agreement cannot be arrived at by employees, the Employer shall appoint employees to the skeleton crew as necessary. Final approval of the roster is with the Employer to ensure that the necessary skilled personnel remain on the skeleton crew. During the shutdown period employees acknowledge that they shall undertake a variety of duties, as tasks require.

Employees shall be required to take annual leave over this period subject to ADO and TOIL clauses.

This clause shall not prevent the Employer from either extending/splitting the shutdown period or because of climatic conditions, introducing a second shutdown period. This shall only occur with approval from the CEO and consultation with relevant employees, for example where the finishing of a 10/4 shift does not correspond with the forecast closure period).

5.8 EXTRAORDINARY EVENT CLOSEDOWN

At the discretion of the CEO, the Employer may require a compulsory close down for a maximum of five (5) working days due to an extraordinary event. This type of leave can only be on one (1) occasion per annum.

During this type of event employees may utilise any amount of ADO or TOIL accumulated by employees and the monthly ADOs referred to in the Wet weather clause of this agreement. Where an employee has insufficient ADO's or TOIL they may access their accrued annual leave or where an employee has insufficient accrued annual leave, with the Employer's agreement the employee may take an amount of annual leave in advance.

Where an employee takes annual leave in advance and they either resign or have their employment terminated prior to the annual leave recurring, the Employer shall deduct the amount owing from the employees final payment.

PART SIX – MISCELLANEOUS PROVISIONS

6.1 ALCOHOL/DRUG TESTING

The Employer may carry out random testing of employees during their duty hours, for substance-induced impairment.

6.2 EMPLOYEE DEVELOPMENT

6.2.1 Training

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

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

It is acknowledged that training is of mutual benefit for both the Employer and the employee; as such, any training provided outside of an employee's ordinary hours shall be accrued as TOIL or paid at ordinary time.

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

6.2.2 Reasonable Costs

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

- a) Satisfy organisational development needs;
- b) Are directly related to employee work areas;
- c) Provide skills appropriate to employee's career paths;
- d) Are required to provide professional/trade credentials;
- e) Which shall be reimbursed by Council provided that this does not contravene any existing Award provision

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

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

6.2.3 Payment for Travel

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such traveling time at ordinary rates Monday-Friday inclusive and at time and a half on Saturday, Sunday and public holidays, provided that such payment shall not exceed the ordinary hours on any day.

However if an employee attends a conference/seminar which is approved by the Employer, but not essential to the employees role, and travel to the conference/seminar requires the employee to travel outside of normal working hours, such travel shall be undertaken on the employee's own time; that is, no labour cost shall be incurred by the Employer by the employee travelling outside of normal working hours. The Employer shall be responsible for all reasonable costs associated with the accommodation/bus fares/airfares/motor vehicle costs/meals, etc. of the employee attending the conference/seminar.

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

6.3 VACANCIES

6.3.1 Advertising Positions

Where a position in the workforce becomes available the employer shall have the option of either advertising the position internally and/or externally simultaneously.

6.3.2 Ongoing Employment

Provided that where an employee is employed on a temporary basis in a position and that position becomes vacant, the Employer shall maintain the right to offer the temporary incumbent ongoing employment. Where this occurs, clause 6.3.1 shall have no effect.

For example: An employee takes Parental Leave, Long Service Leave or other paid or unpaid leave and the position is filled by a temporary employee. If the employee taking the leave resigns their employment during the period of leave, the Employer can either offer the temporary employee the position or elect to advertise it.

6.4 WORKPLACE HEALTH & SAFETY PERFORMANCE INDICATORS

The parties to this Agreement agree that it is relevant to use Key Performance Indicators (KPIs) to measure progress toward specific health and safety goals or to monitor trends associated with the Employer and/or special project activities. KPI's shall be used as a means to collect data and communicate trends back to the relevant sections of the workforce, which can then be used to indicate where further improvements and resources are required.

KPIs that represent what has already happened are referred to as "lagging indicators." Lagging indicators are commonly used in communications to provide an overview of performance, such as the tracking of injury statistics, exposure to incidents, and reduction of hazards in the workplace. These indicators are useful as they are predictive of future trends or results which allows the Employer to make changes in work processes and planning as and when required to the benefit of all.

Safety KPI's shall include, but not be limited to the following. Where it is believed that further Safety KPI's are required, these shall be developed jointly by management and employees.

The Parties to this Agreement commit to meeting and developing a range of objective performance indicators related to Workplace Health and Safety. The aim of these meetings is to ensure that the objective criteria are developed within a six (6) month period of the Agreement being made. These performance indicators may include, but not be limited to the following:

KPI
Discharge primary duty of care as per s.19 WH&S Act 2011
Ensure all position descriptions contain WH&S KPI's
Ensure job specific safety management plans for all key projects
Manage significant risks on their worksite
Undertake prestart talks
Undertake hazard inspections
Investigate accidents on low risk events
Deliver tool box talks
Investigate accidents of medium risks
Assist supervisors to undertake hazard inspections
Undertake daily prestart vehicle / plant check
Attend Daily prestart talks
Attend toolbox talks
Administer first aid where required
Maintain first aid records
Undertake inspections of first aid kits for content and expiry date and maintain kit contents

6.5 UNION ENCOURAGE

6.5.1 Union encouragement

This clause gives effect to section 110 of the *Act* in its entirety. Consistent with section 110 a Full Bench of the QIRC has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the relevant Union.

On induction, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the QIRC together with a copy of union delegate contact details.

6.5.2 Union delegates

The employer acknowledges that elected employee representative/union delegates can play an important role within a workplace in supporting sound and harmonious employee and industrial relations and assist in dispute resolution.

The role of the elected employee representative/union delegates shall not detract from their primary responsibility which is to do the job they are employed to do.

Employees and their elected employee representative/union delegates agree that issues in relation to employment of employees covered by this Agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved.

Employees agree that they shall not hold any meetings including with elected employee representative/union delegates during normal hours of work without the prior approval of their manager.

Unions shall inform the CEO of the names and any changes to names and contact numbers of the appointed delegates so that these can be communicated to new employees on induction.

Elected employee representative/union delegates may discuss work related matters which have been conveyed as a concern or grievance by an employee in order to assist resolve these concerns where possible provided the delegate does not unduly interfere with the work in progress.

6.5.3 Union dues

Where an employee makes a written request for union due deductions to be made from their wages, the employer shall process this request and deduction in accordance with its payroll deduction processes.

6.6 SICK LEAVE MANAGEMENT PROCEDURE

The Employer shall from time to time review employee sick leave records with a view to establishing a list of employees who have a record of attendance which gives cause for reasonable concern.

6.6.1 Where an employee is deemed to have an unsatisfactory record the supervisor, shall in the first instance discuss the matter with the employee in order to determine any contributing factors. During this discussion the employee's immediate supervisor shall explain the requirements of this procedure.

6.6.2 Where the above step does not result in any improvement the employee shall be interviewed by their manager. The employee shall be notified in writing of the time, date, reason for the meeting and that they are entitled to have a representative or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason/s for the employee's absences, a letter of warning indicating proof of illness or a medical certificate shall be required for any subsequent absence shall be provided to the employee and shall include appropriate actions for improvement as well as timeframes.

6.6.3 iii If no improvement is observed in the agreed timeframe the employee shall be interviewed again. If the reasons provided are unsatisfactory the employee shall then be provided with a second letter of warning. This letter of warning shall inform the employee that unless their attendance record improves further disciplinary action, up to and including termination of employment may follow.

6.6.4 If the above action still results in unsatisfactory attendance the employee shall need to provide the Employer with a reason why their employment should not be terminated.

6.7 TRANSITION TO RETIREMENT ARRANGEMENTS

Transition to retirement arrangements may be available to those employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is 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 employer and employee.

Any such arrangements between the employer and employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):

- a) weeks to be worked over the period;
- b) minimum ordinary hours per week;
- c) days on which the work is to be performed including the daily starting and finishing times; and/or
- d) duty statement for the period.

These arrangements may be varied by mutual agreement between the employer and employee and any agreed amendments are to be documented.

All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement shall be maintained without reduction, except where the employee utilised approved leave.

On commencement of the arrangement, all leave shall accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable Parent Award.

6.8 OVERPAYMENT OF WAGES

The Employer may recover an amount paid to an employee that the employee is not entitled to where:

- a) There has been an unauthorised absence from work.
- b) An error is made by the Employer in processing a wages payment

Provided the process of such recovery of overpaid wages in (i) and (ii) must commence within 12 month of the date of the overpayment.

Where practical an employee may agree to a suitable repayment arrangement with the Employer. The arrangement to recover this overpayment shall be in writing and agreed to by the employee affected and the Employer.

The employee may agree at any time to repay in full the overpaid amount, thereby eliminating the necessity of the Employer to pursue, or continue to pursue recovery of overpaid wages under this clause.

Where repayment is mutually agreed, full restitution of overpaid wages by the employee shall be made within a 12 month period, except in exceptional circumstances. Provided that any agreed recovery schedule shall not cause financial hardship for the employee. Any arrangement to repay must be agreed to by both Parties and shall be in writing.

SCHEDULE 1

SALARY LG OFFICERS

Level	Annual Salary prior to 1 July 2012	Annual Salary July 1 2012 4% Increase	Annual Salary July 1 2013 4% Increase	Annual Salary July 1 2014 4% Increase
1.1	\$ 38,138.00	\$ 39,663.52	\$ 41,250.06	\$ 42,900.06
1.2	\$ 38,651.00	\$ 40,197.04	\$ 41,804.92	\$ 43,477.12
1.3	\$ 39,472.00	\$ 41,050.88	\$ 42,692.92	\$ 44,400.63
1.4	\$ 40,241.00	\$ 41,850.64	\$ 43,524.67	\$ 45,265.65
1.5	\$ 41,010.00	\$ 42,650.40	\$ 44,356.42	\$ 46,130.67
1.6	\$ 41,674.00	\$ 43,340.96	\$ 45,074.60	\$ 46,877.58
2.1	\$ 42,453.00	\$ 44,151.12	\$ 45,917.16	\$ 47,753.85
2.2	\$ 43,222.00	\$ 44,950.88	\$ 46,748.92	\$ 48,618.87
2.3	\$ 43,991.00	\$ 45,750.64	\$ 47,580.67	\$ 49,483.89
2.4	\$ 44,500.00	\$ 46,280.00	\$ 48,131.20	\$ 50,056.45
3.1	\$ 45,268.00	\$ 47,078.72	\$ 48,961.87	\$ 50,920.34
3.2	\$ 45,756.00	\$ 47,586.24	\$ 49,489.69	\$ 51,469.28
3.3	\$ 46,525.00	\$ 48,386.00	\$ 50,321.44	\$ 52,334.30
3.4	\$ 47,294.00	\$ 49,185.76	\$ 51,153.19	\$ 53,199.32
4.1	\$ 48,062.00	\$ 49,984.48	\$ 51,983.86	\$ 54,063.21
4.2	\$ 48,831.00	\$ 50,784.24	\$ 52,815.61	\$ 54,928.23
4.3	\$ 49,496.00	\$ 51,475.84	\$ 53,534.87	\$ 55,676.27
4.4	\$ 50,265.00	\$ 52,275.60	\$ 54,366.62	\$ 56,541.29
5.1	\$ 51,033.00	\$ 53,074.32	\$ 55,197.29	\$ 57,405.18
5.2	\$ 51,698.00	\$ 53,765.92	\$ 55,916.56	\$ 58,153.22
5.3	\$ 52,467.00	\$ 54,565.68	\$ 56,748.31	\$ 59,018.24
6.1	\$ 53,748.00	\$ 55,897.92	\$ 58,133.84	\$ 60,459.19
6.2	\$ 55,029.00	\$ 57,230.16	\$ 59,519.37	\$ 61,900.14
6.3	\$ 56,311.00	\$ 58,563.44	\$ 60,905.98	\$ 63,342.22
7.1	\$ 57,592.00	\$ 59,895.68	\$ 62,291.51	\$ 64,783.17
7.2	\$ 58,873.00	\$ 61,227.92	\$ 63,677.04	\$ 66,224.12
7.3	\$ 60,154.00	\$ 62,560.16	\$ 65,062.57	\$ 67,665.07
8.1	\$ 61,692.00	\$ 64,159.68	\$ 66,726.07	\$ 69,395.11
8.2	\$ 63,229.00	\$ 65,758.16	\$ 68,388.49	\$ 71,124.03
8.3	\$ 64,767.00	\$ 67,357.68	\$ 70,051.99	\$ 72,854.07
8.4	\$ 66,210.00	\$ 68,858.40	\$ 71,612.74	\$ 74,477.25
8.5	\$ 67,653.00	\$ 70,359.12	\$ 73,173.48	\$ 76,100.42

SCHEDULE 2

PAY RATES LOCAL GOVERNMENT EMPLOYEES

Level	Weekly Wage prior to July 1 2012	July 1 2012 4% increase		July 1 2013 4% increase		July 1 2014 4% increase	
		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1 6months>	\$ 769.90	\$ 800.70	\$ 21.07	\$ 832.72	\$ 21.91	\$ 866.03	\$ 22.79
1 6months<	\$ 780.30	\$ 811.51	\$ 21.36	\$ 843.97	\$ 22.21	\$ 877.73	\$ 23.10
2	\$ 790.80	\$ 822.43	\$ 21.64	\$ 855.33	\$ 22.51	\$ 889.54	\$ 23.41
3	\$ 801.50	\$ 833.56	\$ 21.94	\$ 866.90	\$ 22.81	\$ 901.58	\$ 23.73
4	\$ 812.40	\$ 844.90	\$ 22.23	\$ 878.69	\$ 23.12	\$ 913.84	\$ 24.05
5	\$ 825.20	\$ 858.21	\$ 22.58	\$ 892.54	\$ 23.49	\$ 928.24	\$ 24.43
6	\$ 846.80	\$ 880.67	\$ 23.18	\$ 915.90	\$ 24.10	\$ 952.53	\$ 25.07
7	\$ 868.30	\$ 903.03	\$ 23.76	\$ 939.15	\$ 24.71	\$ 976.72	\$ 25.70
8	\$ 887.80	\$ 923.31	\$ 24.30	\$ 960.24	\$ 25.27	\$ 998.65	\$ 26.28
9	\$ 909.40	\$ 945.78	\$ 24.89	\$ 983.61	\$ 25.88	\$ 1,022.95	\$ 26.92
Casual	Hourly Rate						
1 6months>	\$ 24.92		\$ 25.92		\$ 26.95		\$ 28.03
1 6months<	\$ 25.26		\$ 26.27		\$ 27.32		\$ 28.41
2	\$ 25.60		\$ 26.62		\$ 27.69		\$ 28.79
3	\$ 25.94		\$ 26.98		\$ 28.06		\$ 29.18
4	\$ 26.30		\$ 27.35		\$ 28.44		\$ 29.58
5	\$ 26.71		\$ 27.78		\$ 28.89		\$ 30.05
6	\$ 27.41		\$ 28.51		\$ 29.65		\$ 30.83
7	\$ 28.11		\$ 29.23		\$ 30.40		\$ 31.61
8	\$ 28.74		\$ 29.89		\$ 31.08		\$ 32.32
9	\$ 29.44		\$ 30.61		\$ 31.84		\$ 33.11

PAY RATES ENGINEERING

Level	Weekly Wage Prior to July 2012	July 1 2012 4% Increase		July 1 2013 4% Increase		July 1 2014 4% Increase	
		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
C14	\$ 730.20	\$ 759.41	\$ 19.98	\$ 789.78	\$ 20.78	\$ 821.38	\$ 21.62
C13	\$ 746.90	\$ 776.78	\$ 20.44	\$ 807.85	\$ 21.26	\$ 840.16	\$ 22.11
C12	\$ 769.40	\$ 800.18	\$ 21.06	\$ 832.18	\$ 21.90	\$ 865.47	\$ 22.78
C11	\$ 790.30	\$ 821.91	\$ 21.63	\$ 854.79	\$ 22.49	\$ 888.98	\$ 23.39
C10	\$ 825.20	\$ 858.21	\$ 22.58	\$ 892.54	\$ 23.49	\$ 928.24	\$ 24.43
C9	\$ 846.80	\$ 880.67	\$ 23.18	\$ 915.90	\$ 24.10	\$ 952.53	\$ 25.07
C8	\$ 868.30	\$ 903.03	\$ 23.76	\$ 939.15	\$ 24.71	\$ 976.72	\$ 25.70
C7	\$ 887.80	\$ 923.31	\$ 24.30	\$ 960.24	\$ 25.27	\$ 998.65	\$ 26.28
C6	\$ 931.00	\$ 968.24	\$ 25.48	1,006.97	\$ 26.50	\$ 1,047.25	\$ 27.56
C5	\$ 952.00	\$ 990.08	\$ 26.05	1,029.68	\$ 27.10	\$ 1,070.87	\$ 28.18
C4	\$ 974.10	\$ 1,013.06	\$ 26.66	\$ 1,053.59	\$ 27.73	\$ 1,095.73	\$ 28.84
C3	\$ 1,017.20	\$ 1,057.89	\$ 27.84	\$ 1,100.20	\$ 28.95	\$ 1,144.21	\$ 30.11
C2 (a)	\$ 1,038.80	\$ 1,080.35	\$ 28.43	\$ 1,123.57	\$ 29.57	\$ 1,168.51	\$ 30.75
C2 (b)	\$ 1,077.80	\$ 1,120.91	\$ 29.50	\$ 1,165.75	\$ 30.68	\$ 1,212.38	\$ 31.90

SCHEDULE 3

Allowance Increases

Allowance	Prior to July 2012			
	Prior to July 2012	July 1 2012	July 1 2013	July 1 2014
Camp Allowance	\$40.00 per night	\$41.20	\$42.85	\$44.56
Meal Allowance	\$15.00 per meal	\$15.60	\$16.22	\$16.87
Dangerous Chemical Allowance	\$0.50 per hour	\$0.52	\$0.54	\$0.56
Dead Animal Allowance	\$1.00 per animal	\$1.04	\$1.08	\$1.12
Sodium Fluoro Acetate	\$50.00 per day	\$52.00	\$54.06	\$56.24
Toilet Cleaning Allowances	\$12.00 per week	\$12.48	\$12.98	\$13.50

SIGNATORIES

Signed for and on behalf of **Mackay Regional Council**..... Shane Cagney
In the presence of Catharine Charlish

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

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

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Katherine Nelson
In the presence of:..... Neil Henderson