

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Etheridge Shire Council (ESC) Enterprise Bargaining Certified Agreement 2012

Matter No. CA/2012/566

Commissioner Thompson

24 January 2013

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 17 January 2013 the Commission certifies the following written agreement:

Etheridge Shire Council (ESC) Enterprise Bargaining Certified Agreement 2012 – CA/2012/566

Made between:

Etheridge Shire Council

AND

Queensland Services, Industrial Union of Employees; and

The Australian Workers' Union of Employees, Queensland.

The agreement was certified by the Commission on 17 January 2013 and shall operate from 17 January 2013 until its nominal expiry on 31 August 2015.

This agreement replaces the Etheridge Shire Council Enterprise Bargaining Certified Agreement 2009 (CA/2009/51).

By the Commission.

Commissioner Thompson



Etheridge Shire Council
Enterprise Bargaining Certified
Agreement
2012 to 2015



1. Title

This agreement shall be known as the Etheridge Shire Council (ESC) Enterprise Bargaining Certified Agreement 2012.

2. Arrangement

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3. Definitions

Award

The Awards set out in Clause 4.

Council

Etheridge Shire Council

Productivity

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include;

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

4. Application

This agreement shall apply to the Etheridge Shire Council and its employees.

However, this Agreement will not apply to:

- any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment where that contract states Pursuant to clause 6.5 or 6.6 of the Queensland Local Government Officer Award 1988, that the award will not apply to the employment terms and conditions applicable to the employee, and

4.1 Relationship to Parent Awards

The terms and conditions of the relevant awards listed below, and as in force immediately preceding certification of this agreement, shall apply unless excluded or modified as an expressed term of this Agreement:

- Queensland Local Government Officers Award 1998 - State;
- Local Government Employees (excluding Brisbane City Council) Award – State;
- Engineering Award – State;
- Children Services Award – State.
- National Training Award

From the date of operation of this agreement, all other workplace agreements will cease to exist. The exception to this will be LAWA's attached as schedules to this agreement.

5. Parties Bound

The parties to this agreement are the Etheridge Shire Council, its employees, The Australian Workers' Union of Employees, Queensland and the Queensland Services, Industrial Union of Employees (QSU)

6. No Extra Claims

There will be no extra claims pursued by the parties during the life of this Agreement.

7. Date and Period of Operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the date of certification and shall have a nominal expiry date 31 August 2015 Discussions to commence on a new agreement at least three (3) months prior to the expiry date.

8. Purpose and Objectives of the Agreement

Purpose

This agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in the Etheridge Shire Council and improved working conditions for Council employees.

This agreement has been negotiated to ensure the continuation of reform processes and to provide a mechanism through which further reforms may occur.

Objectives of Agreement

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

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

Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between employees and Management and to implement this agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of Management representatives employee representatives and Union representatives. Management representatives consist of the Chief Executive Officer and any person(s) nominated by the Chief Executive Officer and the employee representatives will be elected by the employees. (minimum one (1) from the administration, one (1) supervisor and three (3) from the works stream)

Consultative Committee

The implementation of this agreement is the responsibility of the Executive Management Team.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end a Consultative Committee shall be established and shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between the parties to this agreement.

- The Consultative Committee shall meet at least quarterly for the purposes of monitoring the implementation of the reforms set out in the Agreement; evaluate any performance indicator established under the Agreement and to discuss any issues arising from the Agreement.
- The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs.
- The Enterprise Bargaining Team will, after the certification of this agreement, become the Consultative Committee.

9. Dispute Settlement/Resolution

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work performance.

The following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement. In circumstances where Council's issues resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the QIRC for conciliation and, where appropriate, arbitration

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:

At the workplace

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

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

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:

- Stage 1 – the employee is to notify (in writing) their immediate supervisor of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within forty-eight (48) hours of notification. Employees may elect to be accompanied by a representative.
- Stage 2 – if the matter remains unresolved after Stage 1, the employee may refer the matter to the relevant Department Head. This meeting should be held within five (5) working days of the employee request. Employees may elect to be accompanied by a representative.
- Stage 3 – if the matter remains unresolved after Stage 2, the employee may refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request. Employees may elect to be accompanied by a representative.
- Stage 4 – if the matter remains unresolved, then either party may refer the matter to the QIRC. The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary.

Once referred to the QIRC the parties are bound by the outcome.

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

There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

10. Types of Employment

Full Time

The Queensland Local Government Officers Award 1998 (Officers Award – which is now taken to be a state award) provides for 36.25 hours per week, the Local Government Employees (excluding Brisbane City Council) Award – State 2003 (State Award), the Engineering Award – State 2002 and Children Services Award – State provide for 38 hours per week.

Part Time

For the purpose of this agreement;

- Part time employment is to be based on a regular number of hours averaging less than 38 per week or 36.25 (whichever award applies) and no loading is to apply. Minimum hours of employment will be governed by the relevant award indicated in the paragraph above.
- The parties agree that to enhance the productivity of Council and or the needs of employees, the ordinary spread of hours can be varied to take into account operational demands and requirements and/or the needs of employees without incurring penalties.

Job Sharing

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

Officers so employed shall be entitled to all leave as prescribed by the Local Government Officers' 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. Movement to the next highest salary point within a level will occur, subject to satisfactory performance, at yearly intervals.

Casual

For the purpose of this agreement Casual officer is as defined by the relevant award. Where for a period of twelve (12) months a casual employee is working on a permanent basis as part of a regular roster, then the position will be made permanent, either full time or part time.

A casual officer may be employed for a fixed term as defined either by a project length or a stated period. (i.e. 3 months)

Minimum hours of employment will be governed by the relevant award

11. Hours of Work

Council operations include a 9 day fortnight, however, depending on operational requirements a different work cycle may be agreed upon.

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

External Staff

For major works/projects, where for example it is essential that Council's workforce be competitive with any outside contractors, a spread of times and days to be worked shall be by mutual agreement between the Chief Executive and the relevant employees to give flexibility to the workforce. This flexibility is not to be unreasonably withheld.

In these circumstances, ordinary hours may be spread over seven (7) days and may include for example;

- implementing overlapping shift rosters for increased productivity
- arranging working days over an extended period to accommodate peaks and troughs in workloads or climatic weather patterns.

Field Based Employees

Field based employees currently work a nine days on five days off roster in accordance with Table 1 below and subject to the conditions set out in the attached Local Area Work Agreement Schedule 1.2:

TABLE 1

DAY OF SHIFT	START	LUNCH	ORD	1.5 O/T	TOTAL HOURS WORKED	FINISH
Tuesday	7.00am	0.5	7	3	10	5.30pm
Wednesday	7.00am	0.5	9	1	10	5.30pm
Thursday	7.00am	0.5	9	1	10	5.30pm
Friday	7.00am	0.5	9	1	10	5.30pm
Saturday	7.00am	0.5	9	1	10	5.30pm
Sunday	7.00am	0.5	9	1	10	5.30pm
Monday	7.00am	0.5	9	1	10	5.30pm
Tuesday	7.00am	0.5	9	1	10	5.30pm
Wednesday	6.00am	0.5	6	2	8	2.30pm
TOTAL		4.5	76	12	88	

All days not listed in Table 1 shall be treated as rostered days off.

Library/Tourism Centre Staff

Library/Tourism Centre Staff currently work as per the attached Local Area Work Agreement Schedule 1.1.

Flexible Working Arrangements/Practices

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

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

The parties commit to the following:

- Acceptance in principle that changed structures may be more suitable for the needs of Council, reflecting the different skill/competency levels of the tasks to be performed and which

shall incorporate the ability for an employee to perform a wider range and/or variation of duties where appropriate.

- Co-operation in the transition from current structures to new structure without creating false expectations.
- Co-operation in implementing additional work rosters to enable better utilization of plant and equipment.
- The Council will keep employees informed and will consult with affected employees/unions of any
 - proposed changes to the organisational structure of the Council; or
 - introduction of new technology; or
 - any other matter;
 which may have a significant impact on work practices. Council will give prompt consideration to matters raised by the employees/unions following consultation.
- Creating opportunities for employees which allows advancement based on skill/qualification/competency acquisition, use of such skills/qualifications/competency and the requirement to perform functions.
- Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling.
- Council will supply such tools as required for employees to competently carry out their duties.
- Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained (competent) in the use of such tools and equipment.
- Council agrees to grant reasonable time off work, subject to supervisor's approval, for employees who are volunteer members of the State Emergency Services and the Queensland Rural Fire Brigade Service.

It is agreed that proper consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices.

Local Area Work Agreements (LAWA)

Unless specifically mentioned in a schedule to this agreement all LAWA's (both verbal and written) registered or otherwise will be deemed not to exist from the date of operation of this agreement.

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

Where the employees to be directly effected and Council mutually agree on the need for such flexible working arrangements the following process shall be applied;

- the employees directly effected and local management shall consult and agree on the arrangements to be implemented, which shall be documented. Employees may consult with their employee organisation representative(s) prior to finalising the arrangements.
- the agreement shall be presented to the Consultative Committee for endorsement prior to implementation.
- for the purpose of this agreement, the provisions within the LAWAs attached as part of this certified agreement shall prevail above those of this agreement where there is conflict.
- all LAWAs' shall form part of this agreement and be appended as schedules to this document.

Important principles behind the flexible working arrangements are:

- Such arrangements meet operational requirements;
- Agreement has been obtained from the majority of affected employees

- Approval has been obtained from management

Family Friendly Working Arrangements

All family friendly working arrangements are to be by mutual agreement between the employee and Council and at the request of the employee.

To enhance the opportunity for staff to reconcile work and family life and thereby contribute to improved work satisfaction and morale and consequently to the increased effectiveness and efficiency of operations to the mutual benefit of Council and staff, Council will develop policies covering the introduction of family friendly flexible working arrangements:

In developing the policies the parties agree that any arrangement:

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

Rostered Days Off (RDO)

External Staff

Employees associated with the Works Department of Council operations will work a nine (9) day fortnight, allowing one (1) rostered day off each fortnight and a nine (9) day on five (5) day off work cycle.

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

Also, upon the request of an employee or management representative, a rostered day off can be reallocated to a different day with the agreement of a majority of staff within a work group. This decision would then apply to all staff within the work group.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances.

Internal Staff

Employees associated with the Administrative Department of Council operations will work a nine (9) day fortnight. This work cycle will provide one (1) rostered day off each fortnight.

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

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

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

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances.

Wet Weather

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

During wet weather, where it may not be possible to carry out normal duties, employees working to a set roster will only be paid the ordinary hours for the day, and not any rostered overtime. This will be determined by management/supervisors on a case by case basis.

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

During times of a declared disaster, any employees stood down or sent home by their supervisors, shall be paid a full days pay for the day on which they are stood down

However, for any other time those employees are unable to attend work due to a declared disaster, flooding or road damage etc such time may be taken as TOIL or Annual Leave.

Time Off In Lieu (TOIL)

Overtime can only be worked with the prior approval of Management.

Any overtime worked by employees covered by this agreement shall be paid at the appropriate penalty rate. Provided, however, where the employee elects to take time off in lieu of such overtime, and the employer agrees, he/she shall be allowed time off duty the number of hours worked on overtime.

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

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

Generally, time off in lieu of overtime shall be given and taken within 3 months of the occurrence of the overtime, however with management approval time off in lieu, up to a maximum of three (3) days may be banked for longer than 3 months for use during the annual closedown period. (The combined annual closedown banked time be it RDO and/or TOIL can not exceed the three days.)

For those employees working a 9 on 5 off roster (or other similar arrangements) the period of 3 months may be extended with Chief Executive approval, eg where for operational efficiency the employees work through a public holiday as part of their normal work cycle.

Subject to the above, all other time off in lieu not taken within 3 months of accrual will be paid out at single time.

Where time off in lieu is not granted by the Council within the prescribed 3 month period, the time off, at the employee's choice, shall be paid to the employee at the applicable penalty rate.

Any TOIL being held as a balance will be paid out in full on the first pay period in January of each year at single time

12. Remuneration & Benefits

Salary Increase

Employees will be paid as follows:

From 1st September 2012 employees of Etheridge Shire Council will be paid a 3.4% pay increase plus any Safety Net Increase awarded by the Queensland Industrial Relations Commission (QIRC) and for the following years of this agreement the pay will be the previous year's current salary rate plus 3.4% plus any Safety Net Increase awarded by the Queensland Industrial Relations Commission (QIRC).

Salary Sacrifice

All employees covered by this agreement shall be entitled to salary sacrifice arrangements.

(Examples of items which may be salary sacrificed are:- motor vehicles, mortgage repayments, and rental etc..)

The salary for Superannuation purposes applying to the employee shall comply with current taxation and Superannuation rules guidelines.

The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.

The Employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have been advised to seek advice from an appropriately qualified financial advisor.

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

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 which will not be indexed over the term of this agreement:-

Camp Allowance - Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employee to travel to and from home each day or because such employee is directed to live in such a camp, such employee shall be paid on a tiered approach whilst staying in camp:

- o Where Council supplies accommodation and meals, nil allowance is paid;
- o Where Council supplies accommodation only, \$40.00 per day is paid;
- o Where Council supplies no accommodation, no meals and no equipment, \$60.00 per day is paid.

- For the purposes of this Agreement, there is no payment for an overtime Meal Allowance.
- Any employee who has been employed as part of the Parks and Gardens Crew, Water Crew, Cleaners and Childcare will be entitled to a locality allowance equivalent to \$37.23 per week or pro rata for any time less than a week.
- Employees in possession of relevant accredited qualifications who carry out accredited training of other employees will be paid an Accredited Trainer Allowance of \$20 per day for each day engaged in training.
- Safety Representative Allowance will be paid to the appointed Safety Representatives of \$20 per week whilst carrying out this role.
- Employees, using dangerous chemicals (eg highly poisonous herbicides/pesticides) will have their allowance maintained at 50 cents per hour whilst using them.
- It is agreed to maintain the removal of dead animals allowance to \$1 per animal.
- It is agreed to maintain the current hourly garbage allowance and the current weekly wet garbage allowance at \$40.00 per week..

Clothing (Allowance) Allocation

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

External Staff

Council will provide fulltime works employees with all PPE as required under the Work Health and Safety Act 2011.

Also Council will provide Work boots and safety vests to casual employees.

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

Internal Staff

Etheridge Shire Council recognises that a corporate wardrobe for employees promotes professional service delivery and a strong customer focus. Therefore, Council requires their administrative staff to wear a Corporate Uniform.

- Council will initially pay the total cost of purchasing employee uniforms, to a maximum amount of \$600.00 (exc GST) per annum (non-accumulative), with employees to pay back to Council the cost of all uniforms which exceed their current allocation. This payment is to be made through payroll deductions, with the full balance to be paid within (2) months from the date of purchase. Upon resignation, the balance becomes due and payable immediately.
- Part Time and Casual employees shall be entitled to an allowance as shown in the below table.
- All new employees will not be entitled to a uniform allowance until they have satisfactorily met their probationary periods and conditions.

If they work 1 day per week they will be entitled to 20% of the allocation =	\$120.00
If they work 2 days per week they will be entitled to 40% of the allocation =	\$240.00
If they work 3 days per week they will be entitled to 60% of the allocation =	\$360.00
If they work 4 days per week they will be entitled to 80% of the allocation =	\$480.00
If they work 5 days per week they will be entitled to 100% of the allocation =	\$600.00

13. Other Conditions

Higher Duties

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

Employee Development

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

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

Travel/accommodation

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

- Satisfy organisational development needs.
- Are directly related to employee work areas.

- Provide skills appropriate to employee's career paths.
- Are required to provide professional/trade credentials, and which shall be reimbursed by Council provided that this does not contravene any existing Award provision.

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

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

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

Accommodation and meals will be booked by and paid for by Council.

Vacancies

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

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

Employment Security/Use of Contractors

The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.

Such steps shall include measures to increase the security of employee's employment; however, the parties recognise that the Council will require the use of contractors to carry out council work.

- Council will use contractors where the work volume is beyond the capacity of Council resources or existing staff.
- Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- Contractors may also be used in circumstances where it is more cost effective to deliver quality services.
- Contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

The use of contractors/labour hire personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

If there is to be any use of contractors which significantly impacts on Council workforce, the Consultative Committee shall be advised accordingly.

14. Leave

Bereavement Leave

With Chief Executive approval, employees may be granted up to a maximum of five (5) days off work upon the death of an immediate family member (as defined by the award). These five (5) days shall be

comprised of two (2) days bereavement leave, on each occasion, plus part of their leave entitlements to a maximum of three (3) additional days with sick leave entitlements being accessed first, followed by annual leave etc....

Again, with Chief Executive approval, employees may be granted up to three (3) days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by the award).

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

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

Annual Leave

All employees of the Etheridge Shire Council shall be entitled to 5 weeks annual leave per year with 17.5% loading.

Annual leave shall be taken at times mutually agreed between the employee and their supervisor.

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

Long Service Leave

Long service leave provisions of thirteen (13) weeks leave entitlement after ten (10) years' service will apply. Pro-rata long service leave will be available upon termination of service after seven (7) years' service.

An employee may by mutual agreement with Chief Executive Officer elect to have an entitlement to long service leave paid in cash in lieu of taking paid leave in accordance with the Queensland Industrial Relations Commission rules and regulations.

Any leave cashed out will result in the necessary adjustments being made to the employee's time and wages record so that the employee has no further entitlement to the period of leave for which they have received a monetary payment.

Personal Leave

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

- 15 day's personal leave will be available per each year of service;
- For calculation purposes 1 day is defined as 7.25 hours for employees under the Officers award and 7.6 hours for employees under the Employee's award and the other state based awards;
- The operative date for the purpose of this clause is the date of certification of this agreement for employees of the Etheridge Shire Council covered by the previous State Awards.

There will be no limit to accumulated personal leave applied and no maximum payment of personal leave in any one year applied.

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

Parental Leave

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

- Staff may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and /or

- Staff eligible for long service leave after seven years may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available long service leave days and being paid at half pay in accordance with the terms of this agreement.
- The combination of annual leave at half-pay and early access to long service leave at half pay together with unpaid parental leave shall not exceed 52 weeks in total.

15. Annual Closedown

Council operations shall be closed during the Christmas and New Year period depending on roster. A skeleton crew as identified by management will be maintained on duty for the duration of the shutdown.

Staff will initially self-roster for the shutdown periods acknowledging that if agreement cannot be arrived at by staff, management will appoint staff to the skeleton crew as necessary. Final approval of the roster is with management to ensure that the necessary skilled personnel remain on the skeleton crew.

During the shutdown period staff acknowledge that they will undertake a variety of duties, as tasks require.

Employees will be required to take annual leave over this period.

This clause shall not prevent Council from extending/splitting the shutdown period or because of climatic conditions, introducing a second shutdown period. This will only occur with approval from the Chief Executive and consultation with relevant employees where for example a finishing of a 9/5 shift does not correspond with the forecast closure period.

16. Alcohol/Drug Testing

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

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

17. Superannuation

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

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

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

18. Performance / Productivity Measures (weighting 100%)

The parties agree that the use of Key Performance Indicators (KPI's) are an important measure of productivity and efficiency and will be implemented to monitor progress towards the achievement of critical business goals of the Council and will be a key component of future Enterprise Bargaining Agreements including payments of bonus's/increases.

As such, the consultative committee will investigate a set of suitable KPI's during the first year of this agreement KPI data will be available to all employees and will be regularly reviewed by the Consultative Committee to assess achievement of performance targets. Outcomes of the review and subsequent changes (if required) will form part of the ongoing process of continuous improvement.

19. Schedule 1 – Local Area Work Agreement(s) (LAWA)

The Consultative Committee will monitor and review all LAWAs.

1.1 Library/Tourism Centre Employees

This local area agreement shall apply to those staff members employed in Council's Library/Tourism Centre, employed under the Queensland Local Government Officers Award – 1998 or under the National Training Wage Award.

Working four (4) days on, two (2) days off roster.

Staff agree to work a four day on, two day off roster as detailed below, in six week roster cycles as shown in Table 2 below:-

TABLE 2 – Roster Cycle

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
	R1,R2,R3	R1,R2,R3	R1,R2,R3	R1,R2,R3	R1,R2,R3	R1,R2,R3
Monday	On, On, Off	On, On, Off	On, Off, On	On, Off, On	Off, On, On	Off On, On
Tuesday	On, On, Off	On, Off, On	On, Off, On	Off, On, On	Off, On, On	On, On, Off
Wednesday	On, Off, On	On, Off, On	Off, On, On	Off, On, On	On, On, Off	On, On, Off
Thursday	On, Off, On	Off, On, On	Off, On, On	On, On, Off	On, On, Off	On, Off, On
Friday	Off, On, On	Off, On, On	On, On, Off	On, On, Off	On, Off, On	On, Off, On
Saturday	Off, On, On	On, On, Off	On, On, Off	On, Off, On	On, Off, On	Off, On, On
Sunday	On, On, Off	On, On, Off	On, Off, On	On, Off, On	Off, On, On	Off, On, On

This roster will only be worked during the period of the year when the Terrestrial Centre is open 7 days a week, generally speaking, "the tourist season". The length of the "tourist season" may vary from year to year.

Hours of Duty

Standard hours whilst on the 4 days on 2 days off roster cycle shall be:-

- Start Time 9.00am
- Lunch break of 45 minutes between 12 noon and 2.45pm.
- Finish Time 5.30pm

Payment per working day whilst on the 4 days on 2 days off roster shall be for 7¾ hours (7¼ hours ordinary and ½ hours at 1½).

Payment per working week (Regardless of whether 4 or 5 rostered days are rostered and worked in any week) shall be for a total of 36 ¼ hours ordinary hours and 2½ hours overtime at 1½.

Whilst not on the 4 days on 2 days off roster staff shall be rostered the hours and days of work as applicable to the General Office

Overtime

Whilst on the 4 days on 2 days off roster any additional overtime outside of the rostered time shall be paid at 1½.

Rostered Days accrual conditions

TerrEstrial Staff whilst on the 4 days on 2 days off roster shall accumulate a day's Time in Lieu for each six weeks on the roster.

If staff are on the 4 days on 2 days off roster for a full 24 weeks or more, they shall accumulate an additional day Time in Lieu.

Public Holidays and Rostered Work Days

If a public holiday falls on a rostered work day then the normal pay rate shall be paid as set out Hours of Duty and Overtime clauses above.

In addition to this, if a rostered work day falls on a public holiday (other than a Saturday or a Sunday), an additional Time in Lieu day shall be provided to the TerrEstrial Staff member required to work on such a public holiday.

Swapping of Rostered Work Days within TerrEstrial Staff

TerrEstrial Staff may, with the prior approval their accountable supervisor, arrange to swap rostered work days with other TerrEstrial Staff on the proviso that:-

- such a swap shall not result in more than 4 days being taken off in a row whilst TerrEstrial Staff are on the 4 days on 2 days off roster,
- such a swap does not result in there being less than two TerrEstrial Staff on roster at day whilst on the 4 days on 2 days off roster; and

Wage Outcomes

TerrEstrial Staff agree that;

- the additional time in lieu days that accumulate for each six weeks on the roster and any public holidays worked whilst on the roster,
- the weekly overtime paid; and
- the additional days of payment received (Two additional days each six week period)

are full compensation for the weekend work set out in the roster contained in this agreement.

1.2 Field Based Employees

Field based employees working a nine days on five days off roster shall work their standard hours in accordance with the Table 1 below:

TABLE 1

DAY OF SHIFT	START	LUNCH	ORD	1.5 O/T	TOTAL HOURS WORKED	FINISH
Tuesday	7.00am	0.5	7	3	10	5.30pm
Wednesday	7.00am	0.5	9	1	10	5.30pm
Thursday	7.00am	0.5	9	1	10	5.30pm
Friday	7.00am	0.5	9	1	10	5.30pm
Saturday	7.00am	0.5	9	1	10	5.30pm
Sunday	7.00am	0.5	9	1	10	5.30pm
Monday	7.00am	0.5	9	1	10	5.30pm
Tuesday	7.00am	0.5	9	1	10	5.30pm
Wednesday	6.00am	0.5	6	2	8	2.30pm

TOTAL	4.5	76	12	88
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All days not listed in Table 1 shall be treated as rostered days off.

In recognition of the established practice of 9 on 5 off employees will be paid a "9 on 5 off Roster allowance" of \$17.00 per week regardless of whether or not camping out is required, for the duration of this LAWA. This allowance will not be indexed during the term of this agreement.

Normal work days are as indicated on Table 1 above. All hours worked outside ordinary hours (except as indicated below) which continue on from the work hours contained in Table 1 shall be paid at time and a half. (This includes rostered weekend work).

If employees are required to work through a normal meal break, employees shall be paid 1 ½ times the standard hourly rate until the meal break is taken, however the employee has the flexibility to take their normal meal break at a more convenient time suitable to the employee and the employer but not beyond the 6 hours from the commencement of the shift.

If employees are called out to work outside normal work hours as per Table 1 above, the normal Agreement penalty rates will apply (i.e. An employee called out to work shall be paid first three (3) hours at 1 ½ and double thereafter. Three (3) hours shall be the minimum payment).

If Council requires an employee to work any extra days to complete a project then the normal Agreement penalty rates will apply. (first three (3) hours at 1 ½ and double thereafter) except as otherwise stated in the paragraph below.

If there are specific projects programmed all extra days worked shall be at 1 ½ times. This arrangement will be subject to agreement between Council and the employees.

If a public holiday falls on a rostered work day then the normal pay rate shall be paid, and the public holiday shall be recorded and taken at a later date (e.g. At the end of a normal annual leave break).

For the sake of clarity, the hours recorded as a leave credit in respect of the public holiday shall be the hours actually worked on the public holiday. For example, if 10 hours are worked on the public holiday, then 10 hours shall be credited to be taken at a later date.

The hours paid for a public holiday shall be the hours which would have been paid if the employee were at work on the day taken. (e.g. The public holiday is moved to the end of January – the employee is paid for a standard work day).

Note:- The five (5) rostered days off shall coincide with Easter, therefore the nine (9) days on five (5) days off roster shall be scheduled in such a manner each year as to ensure that the Easter break falls on five (5) day roster off period.

20. Schedule 2 Pay Rates

ETHERIDGE SHIRE COUNCIL PAY RATES			
	1-Sep-12	1-Sep-13	1-Sep-14
	3.40%	3.40%	3.40%
Local Government Officers- Casuals to be paid 25% above			
Level 1	\$ 43,205.36	\$ 44,674.34	\$ 46,193.27
	\$ 43,864.13	\$ 45,355.51	\$ 46,897.60
	\$ 44,918.43	\$ 46,445.66	\$ 48,024.81
	\$ 45,905.95	\$ 47,466.76	\$ 49,080.63
	\$ 46,893.48	\$ 48,487.85	\$ 50,136.44
	\$ 47,746.16	\$ 49,369.53	\$ 51,048.09
Level 2	\$ 48,746.52	\$ 50,403.91	\$ 52,117.64
	\$ 49,734.05	\$ 51,425.00	\$ 53,173.45
	\$ 50,721.57	\$ 52,446.10	\$ 54,229.27
	\$ 51,375.21	\$ 53,121.96	\$ 54,928.11
Level 3	\$ 52,361.44	\$ 54,141.73	\$ 55,982.55
	\$ 52,988.12	\$ 54,789.71	\$ 56,652.56
	\$ 53,975.64	\$ 55,810.81	\$ 57,708.38
	\$ 54,963.16	\$ 56,831.91	\$ 58,764.19
Level 4	\$ 55,949.40	\$ 57,851.68	\$ 59,818.63
	\$ 56,936.92	\$ 58,872.77	\$ 60,874.45
	\$ 57,790.89	\$ 59,755.78	\$ 61,787.47
	\$ 58,778.41	\$ 60,776.88	\$ 62,843.29
Level 5	\$ 59,764.65	\$ 61,796.65	\$ 63,897.73
	\$ 60,618.62	\$ 62,679.65	\$ 64,810.76
	\$ 61,606.14	\$ 63,700.75	\$ 65,866.57
Level 6	\$ 63,251.15	\$ 65,401.69	\$ 67,625.35
	\$ 64,896.16	\$ 67,102.63	\$ 69,384.12
	\$ 66,542.46	\$ 68,804.91	\$ 71,144.27

Level 7	\$ 68,187.48	\$ 70,505.85	\$ 72,903.05
	\$ 69,832.49	\$ 72,206.79	\$ 74,661.83
	\$ 71,477.50	\$ 73,907.74	\$ 76,420.60
Level 8	\$ 73,452.55	\$ 75,949.93	\$ 78,532.23
	\$ 75,426.31	\$ 77,990.80	\$ 80,642.49
	\$ 77,401.35	\$ 80,033.00	\$ 82,754.12
	\$ 79,254.40	\$ 81,949.05	\$ 84,735.31
	\$ 81,107.45	\$ 83,865.10	\$ 86,716.51
Junior Rates	\$ 43,205.36	\$ 44,674.34	\$ 46,193.27
Under 17 yrs	\$ 25,193.24	\$ 26,049.81	\$ 26,935.50
17 yrs	\$ 27,174.01	\$ 28,097.92	\$ 29,053.25
18 yrs	\$ 31,135.54	\$ 32,194.15	\$ 33,288.75
19 yrs	\$ 39,066.44	\$ 40,394.69	\$ 41,768.11
20 yrs	\$ 39,109.13	\$ 40,438.84	\$ 41,813.76
Trainees Skill Level A			
Year 12	\$ 475.13	\$ 491.28	\$ 507.99
	\$ 537.96	\$ 556.25	\$ 575.16
	\$ 612.72	\$ 633.55	\$ 655.09
	\$ 689.31	\$ 712.75	\$ 736.98
Year 11	\$ 409.54	\$ 423.47	\$ 437.87
	\$ 475.13	\$ 491.28	\$ 507.99
	\$ 537.96	\$ 556.25	\$ 575.16
	\$ 612.72	\$ 633.55	\$ 655.09
	\$ 689.31	\$ 712.75	\$ 736.98
Year 10	\$ 380.65	\$ 393.59	\$ 406.97
	\$ 409.54	\$ 423.47	\$ 437.87
	\$ 475.13	\$ 491.28	\$ 507.99
	\$ 537.96	\$ 556.25	\$ 575.16

	\$ 612.72	\$ 633.55	\$ 655.09
	\$ 689.31	\$ 712.75	\$ 736.98
Local Government Employees State - Casual to be paid at 23% above			
	\$ 802.98	\$ 830.28	\$ 858.51
Level 1 first 6 months	\$ 816.33	\$ 844.09	\$ 872.79
Level 1 thereafter	\$ 829.69	\$ 857.90	\$ 887.06
Level 2	\$ 843.04	\$ 871.71	\$ 901.34
Level 3	\$ 856.53	\$ 885.65	\$ 915.76
Level 4	\$ 872.45	\$ 902.11	\$ 932.78
Level 5	\$ 899.29	\$ 929.86	\$ 961.48
Level 6	\$ 926.00	\$ 957.48	\$ 990.04
Level 7	\$ 950.27	\$ 982.58	\$ 1,015.99
Level 8	\$ 976.98	\$ 1,010.20	\$ 1,044.54
Level 9			
Mechanical Engineering State			
C10	\$ 872.45	\$ 902.11	\$ 932.78
Apprentices			
Year 1	\$ 396.60	\$ 410.09	\$ 424.03
Year 2	\$ 513.52	\$ 530.98	\$ 549.03
Year 3	\$ 669.41	\$ 692.17	\$ 715.70
Year 4	\$ 789.52	\$ 816.36	\$ 844.12
Children Services State			
Assistant Child Care Worker			
1 year Unqualified	\$ 804.13	\$ 831.47	\$ 859.74
2 year Unqualified	\$ 833.03	\$ 861.35	\$ 890.63
3 year Unqualified	\$ 861.92	\$ 891.22	\$ 921.53
Group Leader 1 year Qualified Yr 1	\$ 1,113.69	\$ 1,151.55	\$ 1,190.71
Director Minimum 3 year Qualified Yr 1	\$ 1,266.43	\$ 1,309.49	\$ 1,354.01
Director Minimum 3 year Qualified Yr 2	\$ 1,285.69	\$ 1,329.41	\$ 1,374.61

Director Minimum 3 year Qualified Yr3	\$ 1,308.17	\$ 1,352.64	\$ 1,398.63
Director Minimum 3 year Qualified Yr 4	\$ 1,330.64	\$ 1,375.88	\$ 1,422.66
Director Minimum 3 year Qualified Yr 5	\$ 1,353.11	\$ 1,399.12	\$ 1,446.69
Director Minimum 3 year Qualified Yr 6	\$ 1,375.58	\$ 1,422.35	\$ 1,470.71
Director Minimum 3 year Qualified Yr 7	\$ 1,391.64	\$ 1,438.95	\$ 1,487.88
Director Minimum 3 year Qualified Yr 8	\$ 1,407.69	\$ 1,455.55	\$ 1,505.04
Director Minimum 3 year Qualified Yr 9	\$ 1,420.53	\$ 1,468.83	\$ 1,518.77
Assistant Child Care Worker Unqualified Yr 1	\$ 804.13	\$ 831.47	\$ 859.74
Assistant Child Care Worker Unqualified Yr 2	\$ 833.03	\$ 861.35	\$ 890.63
Assistant Child Care Worker Unqualified Yr 3	\$ 861.92	\$ 891.22	\$ 921.53
Children's Services Worker 1 year Qualified Yr 2	\$ 932.55	\$ 964.26	\$ 997.04
Children's Services Worker 1 year Qualified Yr 3	\$ 951.81	\$ 984.17	\$ 1,017.63

SIGNATORIES

Signed for and on behalf of the ETHERIDGE SHIRE COUNCIL

Lew Rojahn
In the presence of Sheree Brown

Signed for and on behalf of the Australian Workers Union of Employees Queensland

William Patrick Ludwig
In the presence of Stacey Lee Shinnerl

Signed for and on behalf of the Queensland Services Industrial Union Of Employees

Kath Nelson
In the presence of Neil Henderson