

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Mareeba Shire Council Certified Agreement 2014 - 2017

Matter No. CA/2015/2

Commissioner Black

2 April 2015

CERTIFICATE

This matter coming on for hearing before the Commission on 1 April 2015 the Commission certifies the following written agreement:

Mareeba Shire Council Certified Agreement 2014 - 2017 - CA/2015/2 as amended.

Made between:

Mareeba Shire Council

AND

Employees of Mareeba Shire Council

The following Unions became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*:

Queensland Services, Industrial Union of Employees,
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees,
Queensland,
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees,
Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, and
The Australian Workers' Union of Employees, Queensland

The agreement was certified by the Commission on 1 April 2015 and shall operate from 1 April 2015 until its nominal expiry on 30 September 2017.

In order to make the agreement certifiable, the following undertakings were given:

- **Clause 3.1:**
The reference in the second sentence to, "*From the date of operation of this Agreement, all other workplace agreements will cease to exist*", shall have the same meaning as that which is prescribed by s162 (2) (a) of the Industrial Relations Act 1999.
- **Clause 7.3:**
The reference in the fifth paragraph, wherein it states, "*a representative from each unions party to this Agreement and management representatives*", shall be read as meaning, "*a*

representative from each of the unions who is eligible to represent a relevant employee's industrial interests and management representatives".

- **Clause 10.13:**

The first paragraph shall be taken to read as follows:

"Where Council decides to close down between Christmas and New Year a skeleton crew as identified by management may be maintained on duty for the duration of the close down".

- **Clause 11.4.3**

Shall read as follows:

"Local Government Industry Allowance will be paid to all qualifying employees as an automatic allowance at the rate of \$55.50 per fortnight for the life of the Agreement."

- **Paid Maternity Leave**

For the life to the Mareeba Shire Council Certified Agreement 2014 – 2017, an 'existing employee' eligible to maternity leave subject to and in accordance with this Agreement, Queensland Local Government Industry Award – State 2014 or Queensland Employment Standards, shall be entitled to a paid component of such leave on the same terms as that which existed pursuant to clause 15.6.2 of the replaced Tablelands Regional Council 2011-2014 – Certified Agreement CA/2011/319.

To avoid doubt, clause 15.6.2 of the above mentioned Certified Agreement states:

15.6.2 Additional Maternity Leave

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

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

Maternity Leave applies to eligible Council employees who are pregnant or have given birth to a child. To be eligible for this payment, employees must have completed two (2) years' service.

Employees who have less than two (2) years but greater than one (1) years' service will be entitled to half this amount.

Pro rata payments will be made for part-time employees.

Paid maternity leave will apply to maternity leave taken after certification of this agreement.

For the purpose of undertaking 5, an 'existing employee' shall mean:

"An employee covered by this Certified Agreement who was employed by Mareeba Shire Council immediately prior to the certification date, and since that date, has not broken their continuity of employment".

This agreement replaces Tablelands Regional Council 2011 - 2014 Certified Agreement (CA/2011/319)

By the Commission.

Commissioner Black

Attachment A

Mareeba Shire Council

Certified Agreement

2014 - 2017

Contents

1.	TITLE.....	7
2.	DEFINITIONS.....	7
3.	APPLICATION OF AGREEMENT.....	7
3.1	RELATIONSHIP TO PARENT AWARD	7
4.	PARTIES BOUND	7
5.	NO FURTHER CLAIMS.....	8
6.	DATE AND PERIOD OF OPERATION	8
7.	PURPOSE AND OBJECTIVES OF THE AGREEMENT	8
7.1	PURPOSE OF THE AGREEMENT	8
7.2	OBJECTIVES OF THE AGREEMENT	8
7.3	CONSULTATIVE COMMITTEE.....	8
8.	CONSULTATION.....	9
9.	DISPUTE RESOLUTION	10
10.	FLEXIBILITY PROVISIONS.....	10
10.1	JOB SHARING	10
10.2	DAYS ON WHICH ORDINARY HOURS CAN BE WORKED	10
10.3	SPAN OF ORDINARY HOURS	11
10.4	MAXIMUM ORDINARY HOURS IN A DAY	11
10.5	ROSTERS AND CHANGES TO ROSTERS	11
10.6	OUTDOOR STAFF.....	11
10.7	FLEXIBLE WORKING ARRANGEMENTS	11
10.8	INDIVIDUAL FLEXIBILITY ARRANGEMENTS	12
10.9	LOCAL AREA WORK AGREEMENTS (LAWA).....	13
10.10	ROSTERED DAYS OFF (RDO)	13
10.10.1	Outdoor Staff.....	13
10.10.2	Indoor Staff.....	13
10.11	TIME IN LIEU (TIL)	13
10.12	EXCESS RDO & TIL BALANCES.....	14
10.13	OPERATIONAL CLOSEDOWN	14
11.	REMUNERATION AND BENEFITS	14
11.1	WAGE RATE INCREASES	14
11.2	SALARY PACKAGING/SALARY SACRIFICE	15
11.3	CLASSIFICATION AND SALARY INCREMENTS.....	15
11.3.1	Classification	15
11.3.2	Incremental Progression	15
11.3.3	Mixed Functions.....	15

11.4	ALLOWANCES	16
11.4.1	Camp Allowance	16
11.4.2	On Call Allowance	16
11.4.3	Local Government Industry Allowance	16
11.4.4	Tradesman Allowance	16
11.4.5	Clothing Allowance.....	16
11.4.6	Safety Representative Allowance	17
11.5	OTHER BENEFITS	17
11.5.1	Indoor Staff Payment	17
11.5.2	Employee Development.....	17
12.	LEAVE.....	18
12.1	ANNUAL LEAVE	18
12.2	LONG SERVICE LEAVE	18
12.3	PERSONAL LEAVE.....	19
12.3.1	Sick Leave.....	19
12.3.2	Bereavement Leave.....	19
12.3.3	Cultural Leave.....	19
12.4	LEAVE WITHOUT PAY.....	20
12.5	PARENTAL LEAVE	20
12.6	EMERGENCY SERVICES LEAVE	20
12.7	JURY SERVICE LEAVE.....	20
12.8	NATURAL DISASTER LEAVE.....	20
13.	SIGNATORIES	21
14.	SCHEDULE 1 – REMUNERATION SCHEDULES.....	26

1. TITLE

This Agreement shall be known as the *Mareeba Shire Council Certified Agreement 2014 - 2017*.

2. DEFINITIONS

Act The *Queensland Industrial Relations Act 1999* and associated regulations.

Parent Award The *Queensland Local Government Industry Award - State 2014*

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; and
- an agreed combination of the above.

Brisbane CPI The Brisbane CPI from *Consumer Price Index (a)(b): All groups, Brisbane and weighted average of eight capital cities, financial year table*, at the end of the June quarter, as published by the Queensland Government Statistician's Office.

3. APPLICATION OF AGREEMENT

This Agreement applies to all Council employees, except those under clause 4.2 of the Parent Award, employed by Council at or after the date of certification of this Agreement.

3.1 RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Parent Award as they stood at the date of certification of this Agreement.

From the date of operation of this Agreement, all other workplace agreements will cease to exist.

Where there is any inconsistency between the express terms of this Agreement and the terms of the Award, this Agreement's terms prevail to the extent of the inconsistency. In this Agreement, references to the Award shall mean the specified Award terms as incorporated into this Agreement unless the context requires otherwise.

4. PARTIES BOUND

The parties to this Agreement are the Mareeba Shire Council and all employees applicable under clause 4 of this Agreement and, at the request of the following unions, these unions are bound:

- The Australian Workers' Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Unions of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
- Queensland Services, Industrial Union of Employees.

5. NO FURTHER CLAIMS

The parties to this Agreement undertake that, during the period of operation of the Agreement, there shall be no further claims for wage, salary or allowance increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Agreement.

Increases to wages and allowances awarded by the QIRC during the life of this Agreement shall not apply.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate, in accordance with its terms, from the date of certification and shall have an expiry date of 30 September 2017. Notification of intention to bargain a new Agreement will occur no sooner than 60 (sixty) days prior to the expiry date.

7. PURPOSE AND OBJECTIVES OF THE AGREEMENT

7.1 PURPOSE OF THE AGREEMENT

This Agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements for Mareeba 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.

7.2 OBJECTIVES OF THE AGREEMENT

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

- Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment, and provide rewards and recognition commensurate with these improvements;
- Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and Council's customers;
- Promote a harmonious and productive work environment through on-going cooperation and consultation;
- Commit to maintaining a healthy and safe work environment;
- Focus on competitiveness to ensure Council maintains a viable, effective and secure workforce;
- Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and to access relevant training programmes to achieve these objectives; and
- The parties will be committed to, and cooperate with, the terms of this Agreement to ensure its' on-going success.

7.3 CONSULTATIVE COMMITTEE

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

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

The Consultative Committee shall meet at least quarterly, or as requested by either party, for the purpose of monitoring the implementation of the reforms set out in the Agreement.

The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to greater job satisfaction.

The Consultative Committee will, after the certification of this Agreement, be formed from the Employee Negotiation Team (ENT), Workplace Liaison Panel (WLP), a representative from each of the unions party to this Agreement and management representatives.

The representatives on the Consultative Committee will be provided opportunity to consult with the employees they represent.

Paid leave of absence of up to three (3) days per calendar year may be granted to employees who are recognised Employee Representatives to attend training, provided that the operations of Council will not be unduly disrupted. A maximum of 12 (twelve) days per annum may be taken in total. This leave, if approved, will not be inconsistent with the provisions of section 71(OB)(E) of the Queensland Industrial Relations Act.

8. CONSULTATION

- (1) This term applies if—
 - the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - the change is likely to have a significant effect on some or all employees (relevant employees) of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The employer is not required to –
 - notify the relevant employees or a representative of the decision until the time the employer considers appropriate; or
 - consult with the relevant employees or a representative about the decision until the employer notifies the relevant employees or the representative of the decision; or
 - consult with the relevant employees or a representative about the decision other than in relation to implementation of the decision; or
 - disclose confidential or commercially sensitive information to the relevant employees or a representative.
- (4) The relevant employees may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employees' industrial interests.
- (5) If—
 - the relevant employees appoint a representative under (4) for the purposes of consultation; and
 - the relevant employees advise the employer of the identity of the representative; and
 - the employer must recognise the representative.
- (6) As soon as practicable after notifying the relevant employees of the decision under (2), the employer must—
 - discuss with the relevant employees-
 - the implementation of the change; and
 - the effect the implementation of the change is likely to have on the relevant employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees; and
 - for the purposes of the discussion—provide, in writing, to the relevant employees—
 - information about the implementation of the change including the nature of the change proposed; and
 - information about the expected effects of the implementation of the change on the relevant employees; and
 - any other matters regarding the implementation of the change likely to affect the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.
- (8) In this term, a major change is likely to have a *significant effect* on employees if it is likely to result in—

- the termination of the employment of employees; or
- a major change to the composition, operation or size of the employer's workforce or the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- an alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs.

9. DISPUTE RESOLUTION

This term applies to a dispute regarding—

- a matter arising under this industrial instrument; or
- the Queensland Employment Standards

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employee's industrial interests.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and relevant supervisors or management, or both.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.

The commission may deal with the dispute as follows—

- (a) the commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
- (b) if the commission does not resolve the dispute under paragraph (a), the commission may then deal with the dispute in accordance with its jurisdiction under the Act.

Note—

1. If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
2. Chapter 9 of the Act provides for appeals against particular decisions made by the commission.

While the dispute resolution procedure is being conducted, work must continue in accordance with this industrial instrument and the Act.

Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

The parties to the dispute agree to be bound by a decision made by the commission in accordance with this term.

10. FLEXIBILITY PROVISIONS

10.1 JOB SHARING

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

Employees so employed shall be entitled to all pay and leave as prescribed by this Agreement and the Parent Award on a pro-rata basis.

All such appointments made shall be subject to a half-yearly review process in order to assess the effectiveness of the position being performed in this manner. Movement to the next eligible pay point will occur, subject to satisfactory performance, at yearly intervals.

10.2 DAYS ON WHICH ORDINARY HOURS CAN BE WORKED

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

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

- aerodromes/airports;
- caretakers/hall organisers;
- cleaners;
- community services;
- garbage services;
- local law enforcement;
- tourism services; and
- any other work group by agreement with the majority of the employees in that work area and the CEO.

10.3 SPAN OF ORDINARY HOURS

The span of ordinary hours of work, on a day on which ordinary hours can be worked, will be between 6:00am and 6:00pm.

For employees engaged in the roles/work areas listed in clause 10.2 above, the span of hours will be between 5:00am and 10:00pm.

The span of hours for libraries will be between 7:00am and 7:00pm Monday to Friday, and between 8:00am and 12:30pm Saturday

10.4 MAXIMUM ORDINARY HOURS IN A DAY

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

10.5 ROSTERS AND CHANGES TO ROSTERS

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

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

A temporary change to a specific roster may be made by management, with no less than 24 hours' notice, following consultation with the affected staff when there is a genuine operational need. Should an employee have a legitimate/unavoidable reason to refuse, this will be accepted.

10.6 OUTDOOR STAFF

For major projects, a spread of times and days to be worked shall be by mutual agreement to give flexibility to the workforce.

In these circumstances, ordinary hours may be spread over seven (7) days. The parties also agree to consider, for example:

- arranging working days over an extended period to accommodate peaks and troughs in workloads or climatic weather patterns; and / or
- extended days in the dry season and shorter days or maintenance work in the wet season.

10.7 FLEXIBLE WORKING ARRANGEMENTS

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

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

The parties commit to the following principles:

- Acceptance, in principle, that changed structures may be more suitable for the needs of Council, can reflect the different skill/competency levels of the tasks to be performed, and incorporate the ability for an employee to perform a wider range and/or variation of duties where appropriate.
- Co-operation in the transition from current structures to new structure without creating false expectations.
- Council will keep employees informed and will consult with affected employees and their relevant representative of any decisions to introduce:
 - changes to the organisational structure;
 - new technology; or
 - matters which may have a significant impact on work practices;
 And will give prompt consideration to matters raised by the employees/unions following consultation.
- Creating opportunities for employees which allow advancement based on skill/qualification/competency acquisition, use of such skills/qualifications/competencies and the requirement to perform such functions.
- Council may direct an employee to carry out duties within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- Council may direct an employee to carry out duties and use tools and equipment as required provided the employee has been properly trained and is competent in the use of such tools and equipment.

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

10.8 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (1) An employer and employee covered by this industrial instrument may agree to make an individual flexibility arrangement to vary the effect of terms of this industrial instrument if—
 - (a) this industrial instrument deals with 1 or more of the following matters—
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure the terms of the individual flexibility arrangement—
 - (a) are only about matters required or permitted to be in this industrial instrument; and
 - (b) are not non-allowable provisions; and
 - (c) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument.
- (3) The employer must ensure the individual flexibility arrangement—
 - (a) is in writing and signed by the employer and employee; and
 - (b) states—
 - (i) the names of the employer and employee; and
 - (ii) the terms of this industrial instrument that will be varied by the arrangement; and
 - (iii) how the arrangement will vary the effect of the terms; and
 - (iv) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument; and
 - (v) the day on which the arrangement commences; and
 - (c) if the employee is under 18 years of age— is signed by a parent or guardian of the employee.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) An individual flexibility arrangement may be terminated—
 - (a) by either the employee or employer giving written notice of—
 - (i) a period agreed between the parties of up to 12 months; or
 - (ii) if no period has been agreed—28 days; or

(b) by the employer and employee at any time if they agree in writing to the termination.

10.9 LOCAL AREA WORK AGREEMENTS (LAWA)

Unless specifically mentioned in this Agreement all LAWAs (both verbal and written) registered or otherwise will be deemed not to exist from certification of this Agreement.

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

Where Council and directly affected employees mutually agree on the need for such flexible working arrangements, the following process shall apply:

- directly affected employees and their management shall consult and document the agreed arrangements to be implemented. Employees may consult with their employee organisation representative/s prior to finalising the arrangements;
- both parties agree to genuinely consider any reasonable agreement proposed;
- while not forming a part of this Agreement, LAWAs will not diminish the conditions established in this Agreement or the Parent Award;
- where established, LAWAs will be read in conjunction with this Agreement and the Parent Award.

Important principles behind the flexible working arrangements are:

- such arrangements meet operational requirements; and
- agreement has been obtained from a two-thirds majority of affected employees; and
- approval has been obtained from management.

10.10 ROSTERED DAYS OFF (RDO)

10.10.1 Outdoor Staff

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

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

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

A temporary change to a specific RDO may be made by management, with no less than 24 hours' notice, following consultation with the affected staff when there is a genuine operational need. Should an employee have a legitimate/unavoidable reason to refuse, this will be accepted.

10.10.2 Indoor Staff

Employees associated with the indoor operations of Council will work a 19 (nineteen) day month. This work cycle will provide one (1) rostered day off each four (4) weeks of work.

Banked RDOs may be taken at any other time subject to agreement between the employee and supervisor. All RDOs will be available when required subject to employees giving at least one (1) 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 and in line with the flexibility arrangements.

A temporary change to a specific RDO may be made by management, with no less than 24 hours' notice, following consultation with the affected staff when there is a genuine operational need. Should an employee have a legitimate/unavoidable reason to refuse, this will be accepted.

10.11 TIME IN LIEU (TIL)

Overtime can only be worked with the prior approval of management. Approved overtime worked by employees covered by this Agreement shall be paid at the appropriate penalty rate. Provided, however, where the employee elects to bank time in lieu of such overtime, and the employer agrees, he/she shall be allowed time off duty for the same number of hours as the time worked.

A minimum of 30 (thirty) minutes must be worked before TIL is banked. Following the initial 30 (thirty) minutes, time will be banked in 15 (fifteen) minute increments for each additional 15 (fifteen) minutes the employee completes.

TIL will be banked and taken on an hour for hour 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 TIL Banked at the commencement of the day upon which the period of 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 does not impose on operational demands.
- Prior approval of the supervisor has been obtained. Where four or more hours' 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.

10.12 EXCESS RDO & TIL BALANCES

Employees may accumulate a maximum balance of five (5) days RDO and three (3) days TIL. Any hours accumulated over this will be paid out periodically, at the ordinary time rate of pay, unless a formalised arrangement is agreed to by the CEO.

10.13 OPERATIONAL CLOSEDOWN

During Council operational closedowns, traditionally between Christmas and New Year, a skeleton crew as identified by management will be maintained on duty for the duration of the closedown.

Employees will initially self-roster for the closedown 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 closedown periods the employees on the skeleton crew acknowledge that they will undertake a variety of duties and tasks (within their skills, abilities and qualifications), possibly outside their normal scope of duties, as required.

All employees, other than casuals, will be required to take accrued leave over these periods. If an employee has insufficient leave accrued to cover these periods, leave without pay will apply.

11. REMUNERATION AND BENEFITS

11.1 WAGE RATE INCREASES

The wage rate increases for the first year of this Agreement are reflected in Schedule 1.

The increases will apply at the commencement of the first pay period after 1 October for each year.

These wage rate increases are inclusive of any State Wage Case increases handed down by the QIRC.

The increases to be applied are as follows:

Indoor Staff

For the purposes of this clause, indoor staff are employees previously employed under the *Local Government Officers' Award* and will receive:

- a wage rate increase of 2.25% to apply at the commencement of the first pay period after 1 October 2014;
- a further wage rate increase at the commencement of the first pay period after 1 October 2015 of 2014-15 Brisbane CPI plus 0.25%;

- a further wage rate increase at the commencement of the first pay period after 1 October 2016 of 2015-16 Brisbane CPI plus 0.25%.

Outdoor Staff

For the purposes of this clause, outdoor staff are employees previously employed under the *Local Government Employees' Award*, *Building Trades Public Sector Award* and the *Engineering Award* and will receive:

- a wage rate increase of 2.5% to apply at the commencement of the first pay period after 1 October 2014;
- a further wage rate increase at the commencement of the first pay period after 1 October 2015 of 2014-15 Brisbane CPI plus 0.5%;
- a further wage rate increase at the commencement of the first pay period after 1 October 2016 of 2015-16 Brisbane CPI plus 0.5%.

11.2 SALARY PACKAGING/SALARY SACRIFICE

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

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

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

The employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have been advised to seek advice from an appropriately qualified financial advisor. Mareeba Shire Council will not provide salary packaging advice to employees.

11.3 CLASSIFICATION AND SALARY INCREMENTS

11.3.1 Classification

Council positions will be classified in accordance with the classification structure and descriptors contained in the Parent Award.

Position descriptions shall be used as the primary source of information for classifying positions. Council will provide to each employee a position description by agreement which clearly and accurately identifies as a minimum:

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

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

11.3.2 Incremental Progression

For indoor staff, incremental progression will be as determined by the classification structure in the Parent Award, subject to satisfactory service for the previous twelve (12) months.

11.3.3 Mixed Functions

Operations group employees primarily engaged in performing duties at a higher level than their usual level on any day shall be paid at the rate applicable to such higher level for the time actually worked.

11.4 ALLOWANCES

All allowances as per the Parent Award will apply, with the exception of:

11.4.1 Camp Allowance

Where for the performance of work it is necessary for employees to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employees to travel to and from home each day or because such employees are directed to live in such a camp, such employees shall be paid for each day (including Saturday and Sunday) the employees live in camp:

- \$20.00 per day where Council supplies accommodation and meals
- \$45.00 per day where Council supplies accommodation only
- \$80.00 per day where no accommodation and no meals are supplied (swag/rough camp)

11.4.2 On Call Allowance

An employee who is required by Council to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of \$300.00 per week (\$42.85 per day - Monday to Sunday including public holidays) for the life of the Agreement

The On Call Allowance will increase by \$40.00 on Christmas Day and New Year's Day.

The following provisions will apply when an employee is required to leave home to perform emergency work whether the employee is on call or not. Award provisions will apply when emergency work is performed remotely without the need for the employee to leave home.

- Applicable overtime rates shall apply from the time of leaving home to commence such work until the time the employee returns home.
- A minimum payment of three (3) hours' wages at applicable overtime rates will apply on the first occasion only on any one day the employee is required to leave home to attend a call out.
- If an additional call out commences within the original three (3) hour period, no additional payment will be made unless the call out extends beyond the original three (3) hours in which case the additional time only will be paid.
- When an employee receives multiple call outs in the one day, the minimum payment will apply to the first call out only. Additional call outs will attract payment at applicable overtime rates for the actual time worked only with no prescribed minimum.
- Management will post the on call roster at least one (1) month in advance recognising that the roster may be amended for operational or personal reasons.

11.4.3 Local Government Industry Allowance

Local Government Industry Allowance will be paid to all qualifying employees as an automatic allowance at the rate of \$54 per fortnight for the life of the Agreement.

11.4.4 Tradesman Allowance

Tradesman Allowance of \$114.00 per fortnight will be paid to all qualified trades staff who are working as tradesmen and whose job description requires the trade. The total number of hours for which this allowance is paid cannot exceed the total number of ordinary hours.

11.4.5 Clothing Allowance

Outdoor Staff

Council will provide an initial issue of the following items to outdoor employees required to wear personal protective clothing:

- five (5) sets of safety shirts and pants (either long or short) excluding workshop staff;
- one (1) hat for sun protection;

- two (2) pairs of overalls or five (5) pairs of long trousers and (5) safety shirts for workshop staff;
- two (2) pairs of safety boots to a maximum value of \$150.00 (per pair);
- one (1) jacket suitable for winter wear.

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

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

Indoor Staff

If Council requires administrative staff to wear an approved uniform, such staff will purchase the approved uniform and charge the purchases to Council up to a value of \$330.00 per annum including GST.

In the initial purchase of a corporate uniform approved by the Mareeba Shire Council, such administrative staff will purchase the approved uniform and charge the purchases to Council up to a value of \$495.00 including GST.

This allowance will only apply to permanent, full-time employees and on a pro-rata basis for permanent, part-time employees. Provided that where a permanent part-time employee works on each work day, the same provision as permanent full-time employee will apply.

11.4.6 Safety Representative Allowance

A Safety Representative Allowance of \$10.00 per fortnight will be paid to appointed and accredited safety representatives whilst carrying out this role.

11.5 OTHER BENEFITS

11.5.1 Indoor Staff Payment

The payment of Locality Allowance will cease from the date of certification of this Agreement. Indoor employees who were in receipt of Locality Allowance prior to certification of this Agreement will receive the following payments:

- Indoor staff with qualifying dependants will receive a one off payment of \$2,750.00 which may be taken as a single payment or split over a maximum of three (3) payments at the employee's discretion.
- Indoor staff without qualifying dependants will receive a one off payment of \$1,375.00 which may be taken as a single payment or split over a maximum of three (3) payments at the employee's discretion.

11.5.2 Employee Development

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

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

It is acknowledged that training is of mutual benefit for both Council and the employee and, as such, any training provided outside of working hours shall be paid at applicable rates or, where mutually agreed, accrued as TIL.

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 employees' career paths;
- are required to provide professional/trade credentials, and which shall be reimbursed by Council provided that this does not contravene any existing Award provision which provides for a higher or better entitlement.

Any training outside normal working hours shall have regard to the employee's family responsibilities. Compulsory occupational ticket renewal costs will be met by Council on a reimbursement basis.

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

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such travelling time at ordinary rates, provided that such payment shall not exceed the ordinary hours on any day.

However, if an employee attends a conference/seminar which is approved by Council, but not essential to the employee's role, and travel to the conference/seminar requires the officer to travel outside of normal working hours, such travel may be undertaken in the officer's own time, that is, no labour cost will be incurred by Council for travel 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.

12. LEAVE

12.1 ANNUAL LEAVE

All employees entitled to annual leave shall accrue five (5) weeks annual leave per completed year of service to be paid with 17.5% loading. Annual leave will be accrued on a pro-rata basis for part-time employees.

Annual leave shall be taken at times mutually agreed between the employee and their supervisor. An employee shall be permitted to apply for leave one (1) day at a time.

Annual leave will be paid in the normal pay cycle unless an employee requests leave to be paid in advance. Advance leave can only be paid in whole periods meaning part of a pay period cannot be paid in advance.

Accrued annual leave balances should not exceed 10 (ten) weeks. Employees with excessive leave balances will be required to complete a Leave Management Plan.

In accordance with s71EG of the Act, annual leave may be cashed out under the following circumstances:

- An employer and an employee may agree to the employee cashing out a particular amount of the employee's annual leave.
- The employer and employee must not agree to the employee cashing out an amount of annual leave if the cashing out would result in the employee's accrued annual leave entitlement being less than 4 weeks.
- Each cashing out of a particular amount of annual leave must be by a separate agreement in writing.
- The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the annual leave that has been forgone.

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.

12.2 LONG SERVICE LEAVE

From certification of this Agreement long service leave provisions will be as follows:

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

Long service leave will be paid in the normal pay cycle unless an employee requests leave to be paid in advance. Advance leave can only be paid in whole periods meaning part of a pay period cannot be paid in advance.

In accordance with s71HQ of the Act, long service leave may be cashed out when the employee and employer agree by a signed agreement the payment may be made.

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.

12.3 PERSONAL LEAVE

12.3.1 Sick Leave

The following requirements will apply to providing evidence to support a claim for sick leave:

- Medical certificates will only be accepted from registered medical practitioners.
- When sick leave is taken for a continuous period over more than two consecutive days, employees must provide a medical certificate covering the whole period of absence, not just the time beyond the first two days.
- A Friday and Monday either side of a weekend are considered consecutive days.
- If a medical certificate is not provided, the entire period of leave will be processed as sick leave without pay.
- A medical certificate may be requested for any instance of sick leave taken by an employee after they have given notice of termination.
- In the event that an employee has a pattern of frequent absences or excessive sick leave use, a medical certificate may be requested for any instance of sick leave.

If an employee falls ill for a period of not less than five consecutive days (which includes weekends) while on paid leave, and provides a medical certificate to substantiate the illness, the employee may request their leave be credited and processed as sick leave.

In lieu of clause 20(c) of the Parent Award, all employees who are entitled to sick leave at the date of certification of this Agreement will receive a one off additional credit of ten (10) days sick leave.

From certification of this Agreement, all employees entitled to sick leave will accrue ten (10) days per annum.

12.3.2 Bereavement Leave

In addition to the entitlement to two (2) days bereavement leave on full pay, employees may access sick leave for an additional three (3) days upon the death of an immediate family or household member.

Claims for bereavement leave must be supported by satisfactory evidence such as a copy of a death/funeral notice.

12.3.3 Cultural Leave

This section applies to an employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.

An employee may take up to five (5) days unpaid cultural leave in each year, if the employer agrees. The employer must not unreasonably refuse the leave. In considering the employee's request for leave, the employer must consider at least the following:

- the employer's capacity to reorganise work arrangements to accommodate the employee's request;
- the impact of the employee's absence on the delivery of customer service;
- the particular circumstances of the employee; and
- the impact of a refusal on the employee, including the employee's ability to balance his or her work and family responsibilities.

The employee must, if practicable, give the employer:

- reasonable notice of the intention to take cultural leave before taking the leave;
- the reason for taking the leave; and
- the period that the employee estimates the employee will be absent.

If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice at the first opportunity.

It is declared that leave provided under this section is a welfare measure for the purposes of the *Anti-Discrimination Act 1991*, section 104.

12.4 LEAVE WITHOUT PAY

After 12 (twelve) months satisfactory service, leave without pay for special circumstances will be available to all employees at the discretion of the CEO, up to a maximum of one year and such leave will not constitute a break in the continuity of service of the employee.

If the employee intends to work during such a period for another employer this must be disclosed to the CEO in advance and approval will only be granted in exceptional circumstances. Failure to do so can result in immediate termination of employment.

Leave without pay for periods greater than six (6) months under these circumstances is on the understanding that Council may back fill the position and that the employee, on their return, will be placed in a relative vacancy at their same rate of pay, and not necessarily in their previous position. For periods of less than six (6) months Council will return the employee to their previous position.

12.5 PARENTAL LEAVE

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

- Staff may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and /or
- Staff eligible for long service leave after seven years may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available long service leave days and being paid at half pay in accordance with the terms of this Agreement.
- The combinations of annual leave at half-pay and early access to long service leave at half pay together with unpaid parental leave shall not exceed 52 weeks in total.
- Maternity Leave will not be paid in addition to Parental Leave.

12.6 EMERGENCY SERVICES LEAVE

This leave will only be considered based on Council's operational needs being met, is at the discretion of the CEO, and must be applied for in advance.

Where an employee is a member of the Emergency Services (including Rural Fire Brigade) and is requested, during working hours, to attend an emergency, there will be no loss of ordinary time pay for the period agreed to by Council.

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

On approach from the SES or Rural Fire Brigade, an employee may be granted leave for training purposes provided that operational concerns are taken into consideration.

Employees who are members of other registered volunteer groups which are providing services to the community during a declared natural disaster, may also be granted access to this leave.

12.7 JURY SERVICE LEAVE

Employees required to perform Jury Service will be granted jury service leave and will receive normal pay. However, when the employee receives payment for their time from the court, such payment must be passed on to Council. Failure to adhere to this requirement will result in the period being treated as unpaid leave.

12.8 NATURAL DISASTER LEAVE

Access to natural disaster leave may be available at the discretion of the CEO.

13. SIGNATORIES

Signed for and on behalf of Mareeba Shire Council ABN 39 114 383 874

.....
Signature

Peter Franks

.....
Date

Chief Executive Officer

In the presence of -

.....

.....
Print Name

.....
Date

Signed for and on behalf of Mareeba Shire Council Employee Negotiation Team

.....
Signature

.....
Print Name

.....
Date

.....
Position

In the presence of -

.....

.....
Print Name

.....
Date

Signed for and on behalf of The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Unions Of Employees, Queensland ABN 59 459 725 116

.....
Signature

.....
Print Name

.....
Date

.....
Position

In the presence of -

.....

.....
Print Name

.....
Date

Signed for and on behalf of Plumbers & Gasfitters Employees Union Queensland, Union of Employees (PGEU), ABN 51 918 867 235

.....
Signature

.....
Print Name

.....
Date

.....
Position

In the presence of -

.....

.....
Print Name

.....
Date

Signed for and on behalf of The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
Queensland Services, Industrial Union of Employees, ABN 73 089 711 903

.....
Signature

.....
Print Name

.....
Date

.....
Position

In the presence of -

.....

.....
Print Name

.....
Date

Signed for and on behalf of Queensland Services, Industrial Union of Employees, ABN 86 351 665 653

.....
Signature

.....
Print Name

.....
Date

.....
Position

In the presence of -

.....

.....
Print Name

.....
Date

14. SCHEDULE 1 – REMUNERATION SCHEDULES

Schedule of annual pay rates effective at certification of this Agreement.

REPEALED LOCAL GOVERNMENT OFFICERS' AWARD EMPLOYEES

Repealed LGOA Level & Increment	LGIA Pay Point - LGO Employees	October 2014
U17	65% of 1/1	28,842.07
17	65% of 1/1	28,842.07
18	75% of 1/1	33,279.33
19	85% of 1/1	37,716.57
20	100% of 1/1	44,372.44
1/1	1 (LGO)	44,372.44
1/2	2 (LGO)	45,320.83
1/3	3 (LGO)	46,660.37
1/4	3 (LGO)	48,102.85
1/5	4 (LGO)	49,585.14
1/6	5 (LGO)	51,063.30
2/1	6 (LGO)	52,566.17
2/2	7 (LGO)	54,047.08
2/3	8 (LGO)	55,526.62
2/4	8 (LGO)	57,007.53
3/1	9 (LGO)	58,485.70
3/2	9 (LGO)	59,970.73
3/3	10 (LGO)	61,447.52
3/4	~	62,932.55
4/1	11 (LGO)	64,410.72
4/2	12 (LGO)	65,890.26
4/3	13 (LGO)	67,373.91
4/4	13 (LGO)	68,850.71
5/1	14 (LGO)	70,332.99
5/2	15 (LGO)	71,811.16
5/3	15 (LGO)	73,292.07
6/1	17 (LGO)	75,758.42
6/2	18 (LGO)	78,226.15
6/3	19 (LGO)	80,695.25
7/1	19 (LGO)	83,160.24
7/2	20 (LGO)	85,630.71
7/3	20 (LGO)	88,099.81
8/1	21 (LGO)	91,060.26
8/2	21+ (LGO)	94,022.08
8/3	21+ (LGO)	96,982.53
8/4	21+ (LGO)	99,760.44
8/5	21+ (LGO)	102,538.35

REPEALED LOCAL GOVERNMENT EMPLOYEES' AWARD EMPLOYEES

Repealed LGEA Level	LGIA Pay Point	October 2014
1.1	2 (LGE)	43,162.13
1.2	2 (LGE)	43,941.40
2	3 (LGE)	44,721.39
3	3 (LGE)	45,501.38
4	4 (LGE)	46,289.22
5	5 (LGE)	47,099.21
6	6 (LGE)	48,801.32
7	7 (LGE)	50,496.29
8	8 (LGE)	52,364.86
9	9 (LGE)	54,427.84

REPEALED ENGINEERING AWARD EMPLOYEES

Repealed ENG Level	LGIA Pay Point	October 2014
C14	1 (ENG)	37,276.99
C13	1 (ENG)	38,689.97
C12	2 (ENG)	41,233.31
C11	3 (ENG)	43,588.27
C10	5 (ENG)	47,167.79
C9	6 (ENG)	49,522.75
C8	7 (ENG)	51,877.70
C7	8 (ENG)	54,232.65
C6	10 (ENG)	58,942.56
C5	11 (ENG)	61,297.51
C4	12 (ENG)	63,652.46
C3	14 (ENG)	68,362.37
C2a	15 (ENG)	70,717.32
C2b	17 (ENG)	75,427.22

REPEALED BUILDING TRADES AWARD EMPLOYEES

Repealed BT Level	LGIA Pay Point	October 2014
BW 1 (a) - New Entrant 85%	1 (BT)	40,092.62
BW1(b) - 88% BT1	2 (BT)	41,507.65
BW1 (c): 90% BT1	2 (BT)	42,451.01
BW1(d): 92.4% BT1	3 (BT)	43,583.04
BT1	5 (BT)	47,167.79
BT2 105% BT1	6 (BT)	49,526.18
BT3 110% BT1	7 (BT)	51,884.57