

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 (Qld)*

**Mareeba Shire Council**

AND

**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**

**The Australian Workers' Union of Employees, Queensland**

*(Matter No. CB/2019/99)*

**MAREEBA SHIRE COUNCIL DETERMINATION 2018 – 2021**

On 11 August 2020 and 20 November 2020, the Full Bench of the Commission arbitrated the **attached** Determination in accordance with s 180 of the *Industrial Relations Act 2016 (Qld)*:

**Name of Determination:** **MAREEBA SHIRE COUNCIL DETERMINATION 2018 – 2021**

**Parties to the Determination:**

- Mareeba Shire Council;
- 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.

**Operative Date:** 5 December 2022

**Nominal Expiry Date:** 6 December 2022

**Previous Agreement:** This Determination replaces the *Mareeba Shire Council Certified Agreement 2014 – 2017* which was terminated on 5 December 2022.



**Mareeba Shire Council  
Determination 2018 - 2021**



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## **1. TITLE**

This Determination will be known as the *Mareeba Shire Council Determination 2018-2021*.

## **2. DEFINITIONS**

**Act** The *Queensland Industrial Relations Act 2016* and associated regulations.

**Parent Awards** *Queensland Local Government Industry (Stream A) Award - State 2017 (Stream A Award)*  
*Queensland Local Government Industry (Stream B) Award - State 2017 (Stream B Award)*  
*Queensland Local Government Industry (Stream C) Award - State 2017 (Stream C Award)*

**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.

**QES** Queensland Employment Standards

**Spouse** Spouse includes a de facto partner

**Ordinary** When used in relation to pay rate means the base rate of pay excluding any loadings or penalties.

## **3. APPLICATION OF AGREEMENT**

This Determination applies to all Council employees, except those under clause 4.2 Section 1 of Division 2 of the Stream A Award, employed by Council at or after the date of operation of this Determination.

### **3.1 RELATIONSHIP TO PARENT AWARDS**

This Determination will be read and interpreted wholly in conjunction with the terms of the Parent Awards as they stood at the date this Determination was made.

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

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

## **4. PARTIES BOUND**

The parties to this Determination are the Mareeba Shire Council, all employees applicable under clause 3 of this Determination and the following unions:

- 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;
- Queensland Services, Industrial Union of Employees
- The Australian Workers' Union.

## **5. NO FURTHER CLAIMS**

The parties to this Determination undertake that, during the period of operation of the Determination, there will 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 Determination.

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

## **6. DATE AND PERIOD OF OPERATION**

This Determination will operate, in accordance with its terms, from the date of determination on 5 December 2022 and will have an expiry date of 6 December 2022. Notification of intention to bargain a new agreement will occur no sooner than 60 days prior to the expiry date.

## **7. PURPOSE AND OBJECTIVES OF THE DETERMINATION**

### **7.1 PURPOSE OF THE DETERMINATION**

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

This Determination 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 DETERMINATION**

This Determination 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 Determination to ensure its on-going success.

### **7.3 CONSULTATIVE COMMITTEE**

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

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

The Consultative Committee will meet at least quarterly, or as requested by any of the parties bound by the Determination, for the purpose of monitoring the implementation of the reforms set out in the Determination.

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 Determination is made, be formed from a representative from each of the Unions party to this Determination, the elected representatives of the employees and management representatives.

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

## **8. CONSULTATION INTRODUCTION OF CHANGES**

### **8.1 EMPLOYER'S DUTY TO NOTIFY**

Prior to making or implementing a decision, where an employer is proposing to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where the Award makes provision for alteration of any of the matters referred to above an alteration will be deemed not to have significant effect.

### **8.2 EMPLOYER'S DUTY TO CONSULT OVER CHANGE**

The employer will consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

The consultation must occur prior to making or implementing a decision regarding the proposed changes.

For the purpose of such consultation the employer will provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

Notwithstanding the provision above the employer will not be required to disclose confidential information if the disclosure of which would be averse to the employer's interests.

## **9. DISPUTE RESOLUTION**

### **9.1 PREVENTION AND SETTLEMENT OF DISPUTES - AWARD MATTER**

The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Determination by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

In the event of any disagreement between the parties as to the interpretation or implementation of this Determination, the following procedures shall apply:

- (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

- (ii) if the matter is not resolved as per (i) it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
- (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.

Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **9.2 PREVENTION AND SETTLEMENT OF EMPLOYEE GRIEVANCES AND DISPUTES - OTHER THAN AWARD MATTERS**

The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

The following procedure applies to all industrial matters within the meaning of the Act as at the date of operation of this Determination.

- **Stage 1:** In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
- **Stage 2:** If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
- **Stage 3:** If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

The employer shall ensure that:

- (v) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
- (vi) the grievance shall be investigated in a thorough, fair and impartial manner.

The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

- **Stage 1:** Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
- **Stage 2:** Not to exceed 7 days.
- **Stage 3:** Not to exceed 14 days.

If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.

Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **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 will be entitled to all pay and leave as prescribed by this Determination and the Parent Awards on a pro-rata basis.

All such appointments made will 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. In the event of the job sharing being ended by Management as a result of the review the initial full-time holder of the job will have first option on the role.

### **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 performing in the following roles or work areas can be worked are:

Monday to Sunday:

- Events;
- 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.

Penalty rates will apply where applicable.

### **10.3 SPREAD OF ORDINARY HOURS**

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

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

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

Where special circumstances, such as tidal or flood waters, traffic flows or climatic conditions necessitate work outside the ordinary spread of hours on a particular job or project, the ordinary starting and finishing times may be altered by the employer with the agreement of the majority of employees concerned. Provided that the maximum number of ordinary hours of duty are not exceeded, any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the ordinary spread of hours was observed.

The above provision will apply to all employees and will be automatically invoked for any ordinary time worked outside the spread of ordinary hours. Agreement to alter the ordinary starting and finishing times will be assumed unless payment of overtime is formally offered or requested and approved prior to the work being undertaken.

The majority of employees means 50% plus one of the employees affected by the change.

#### **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 will 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 will 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.

Penalty rates will apply if applicable.

#### **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.

If a flexible work arrangement involves higher duties refer to the Mixed Functions clause of this Determination.

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

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 will apply:

- directly affected employees and their management will 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 Determination, LAWAs will not diminish the conditions established in this Determination or the Parent Awards;
- where established, LAWAs will be read in conjunction with this Determination and the Parent Awards.

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.

## **10.8 ROSTERED DAYS OFF (RDO)**

### **10.8.1 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. If the change impacts an entire team then there must be agreement of the majority of staff within a work group. This decision would then apply to all staff within the work group.

This clause will 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 in all circumstances.

#### **10.8.2 Indoor Staff**

Employees associated with the indoor operations of Council, who work full-time hours, will work a 19 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 will 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 in all circumstances.

#### **10.9 TIME IN LIEU (TIL)**

Overtime can only be worked with the prior approval of management. Approved overtime worked by employees covered by this Determination will 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 will be allowed time off duty for the same number of hours as the time worked.

A minimum of 15 minutes must be worked before TIL is banked. Following the initial 15 minutes, time will be banked in 15 minute increments for each additional 15 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; and
- 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.

#### **10.10 EXCESS RDO & TIL BALANCES**

Employees may accumulate a maximum balance of eight (8) days (nominally five (5) days RDO and three (3) days TIL). Council will inform staff periodically when they are over the eight days' balance and give them the option to take the excess TIL/RDO hours or be paid out to bring it down to a maximum of eight days.

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.

#### **10.11 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, ideally before the end of November, 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.

## **10.12 EMPLOYMENT**

### **10.12.1 Employment Security**

The parties agree that the implementation of productivity and efficiency initiatives should enhance the operations of Council. It is recognised that some of the improvements in productivity and efficiency sought under this Determination may not be achieved through job reduction.

The parties are committed to continually improving the job security of employees by:

- training and educating employees and providing retraining where appropriate;
- career development and equal opportunity;
- using natural attrition and relocation after consultation in preference to retrenchment or redundancy;
- timely advice to the parties and employees about any significant relocation of labour; and
- Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future.

### **10.12.2 Core Roles and Temporary Employment**

Council seeks to maintain a core workforce and engage employees generally on a permanent basis. Where circumstances are not appropriate to engage employees on a permanent basis they may be engaged on a temporary basis consistent with the principles outlined in this document.

This clause does not prevent the use of casual employees.

### **10.12.3 Redundancy**

Should Council be considering a change that may lead to redundancies then the provisions of this clause will be implemented to mitigate the potential impact of these changes on employees.

The requirements of section 10 of division 1 of the relevant Award/s and Council policies, procedures and guidelines relating to redundancy and redeployment, will be applied in addition to the provisions of this clause.

Consultation will occur with employees and, at the discretion of the employee concerned, relevant Unions in accordance with the processes established in Clause 8 Consultation Introduction of Changes in this Determination. These consultations will cover the reasons for the proposed changes and measures to avoid or minimise redundancies and their adverse effects on the employee/s concerned. This will include consideration of vacancies which exist, into which impacted employees may be placed in lieu of termination.

Should it be deemed that redundancies are unavoidable, then, where possible, voluntary redundancies will be offered in the first instance prior to involuntary redundancies being implemented. Voluntary redundancy requests from employees will be assessed firstly from employees in affected roles and work areas, and thereafter from employees in other work areas who perform duties of a similar nature, are at the same classification level and have similar or less years of service, who could exchange roles with the impacted employee/s with limited training requirements and no impact on continuity of operations or budget.

However, there is no requirement on Council to consider or accept a request for voluntary redundancy as it is important for Council to retain the most competent and productive employees.

Employees who are in roles affected by the proposed changes undertake to accept transfers to any identified vacant operational roles or position made available as an outcome of a voluntary redundancy process, which is within the scope of their skills, training and capabilities.

If following the assessment of vacant roles and offering of voluntary redundancies employees affected by the changes are not able to be placed into funded roles within the organisational structure, then involuntary redundancies may be implemented by Council.

#### **10.12.4 Temporary Employment**

In order to encourage the engagement of Employees on a permanent basis over other forms of employment, the Council will ensure that temporary Employees will be notified at the point of engagement of the start date and anticipated completion date or event that sees the end of their appointment.

Temporary employees, excluding staff engaged through labour hire companies, will be engaged under the provisions of this Determination.

Temporary Employees may be used in situations such as:

- For the purposes of leave relief; or
- For emergent circumstances where other forms of employment are impracticable, including, but not limited to, extended periods of sick /personal leave, workers compensation or family leave; or
- For Natural Disaster relief projects; or
- Short-term projects or temporary coverage of competencies or skills gaps; or
- For when Council enters service delivery contracts which are either fixed term or fixed outcome based.

#### **10.12.5 Selection of Employees**

Where one or more positions are made redundant and more than one employee fulfils the requirements of the role, a fair and equitable process will be followed to select employees for redundancy. However, Council may at its sole discretion, on a case by case basis, alter the manner in which the procedures are applied. In such circumstances, Council should determine appropriate criteria and apply them to relevant employees.

#### **10.12.6 Consultation**

Council will comply with the relevant obligations to consult under clause 8 of this Determination. In addition, Council will endeavour to:

- enter into consultations with the employee/s concerned to establish whether any proposed redundancy can be avoided or reduced and how to mitigate the impact on any affected employee/s; and
- consider, prior to terminating an employee due to redundancy, whether it would be reasonable in all the circumstances for the employee to be redeployed within the organisation.

#### **10.12.7 Voluntary Requests**

Council may consider any requests for voluntary redundancy in line with the needs of the organisation. However, there is no requirement on Council to consider or accept voluntary applications as it is important for Council to retain the most competent and productive employees.

#### **10.12.8 Redeployment**

Council and the employee/s concerned may consider options to facilitate the placement of the employee into a suitable alternative permanent role. Placement of an employee in an alternate role is the joint responsibility of Council and the employee and, where applicable, there is a mutual obligation to cooperate and actively engage in this process.



#### **10.12.9 Severance Pay**

An employee who is redundant will be entitled to severance pay in accordance with the QES. In the case of a transfer of business, Council will not provide a severance payment under this Determination where an employee's employment is transferred to another employer and the period of continuous service of the employee with Council is recognised by the new employer.

#### **10.13 CASUAL CONVERSION**

A casual employee, at the completion of six months' service, may apply to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue.

A casual employee who converts to full-time or part-time employment will be employed as either a part-time or full-time employee according to the pattern of ordinary hours worked in the preceding six months' period or as otherwise mutually agreed in writing.

#### **10.14 ABANDONMENT OF EMPLOYMENT**

An employee who has been absent for a period of seven (7) working days without the consent of the employer and who does not, during such time, establish to the satisfaction of the employer a reasonable cause for the absence will be deemed to have abandoned their employment.

Before an employee is terminated on the basis of abandonment of employment, the employer will make a reasonable effort to contact the employee.

Any termination of employment on the basis of abandonment will be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

#### **10.15 ASBESTOS REGISTER**

Under the Workplace Health and Safety Regulation 2017 Council will ensure Part 8.5, Asbestos at the workplace, Division 1 will be strictly adhered to in regard to the relevant sections that will apply to Council and the workers employed by Council.

Council will ensure an Asbestos Register is available to all employees that are involved with the handling and removal of asbestos related materials.

#### **10.16 UNION REPRESENTATION**

The provisions relating to Union Encouragement and Right of Entry in the relevant Awards and Industrial Relations Act is acknowledged.

#### **Delegates**

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is recognised.

The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### **Deduction of Union Fees**

The Employer shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

## **11. REMUNERATION AND BENEFITS**

### **11.1 WAGE RATE INCREASES**

The wage rate increases for the term of this Determination 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:

#### **All Staff**

All employees will receive:

- a wage rate increase of 2.25% to apply at the commencement of the first pay period after 1 October 2018;
- a further wage rate increase of 2.25% to apply at the commencement of the first pay period after 1 October 2019;
- a further wage rate increase of 2.25% to apply at the commencement of the first pay period after 1 October 2020

### **11.2 SALARY PACKAGING/SALARY SACRIFICE**

All employees covered by this Determination will be entitled to salary sacrifice.

The salary for superannuation purposes applying to the employee will 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 will 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 Awards.

Position descriptions will 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 that there have been changes to the duties and responsibilities to such an extent that it has become undervalued.

As a result of a successful permanent reclassification any pay adjustments will be made from the date of the submission of the request.

Any disputes that are initiated regarding reclassification will be dealt with in accordance with the disputes procedure contained in this Determination.

An employee may also request a union or other representative to represent them throughout the reclassification process.

#### **11.3.2 Incremental Progression**

For indoor staff, incremental progression will be as determined by the classification structure in the Parent Awards, subject to satisfactory service for the previous 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 will be paid at the rate applicable to such higher level for the time actually worked.

#### **11.3.4 Overtime**

The employer may require an employee to work reasonable overtime at overtime rates.

A minimum of 15 minutes must be worked before overtime is claimed. Following the initial 15 minutes, overtime is to be claimed in 15 minute increments for each additional 15 minutes the employee completes.

All authorised overtime worked by an employee outside or in excess of their ordinary daily hours of duty on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first three (3) hours and double time thereafter.

All authorised overtime worked by an employee on their rostered day off shall be paid at the rate of time and one-half for the first three (3) hours and double time thereafter with a minimum payment as for three (3) hours work.

All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for three (3) hours work.

All authorised overtime worked by an employee on a public holiday shall be paid as follows:

An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who is required to work on that public holiday will, in addition to payment for the ordinary hours the employee would normally have worked if that day had not been a public holiday, be paid at the rate of time and one-half for any hours worked, with a minimum payment as for four (4) hours' work for the day.

An employee who would not normally be required to work on a public holiday but who is required to work on that day will be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for four (4) hours' work on that day.

Minimum payments will not apply where overtime is performed immediately preceding or following ordinary hours. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

Overtime rates will always be calculated as a multiple of the employee's ordinary hourly rate, e.g. for three (3) hours worked on a Saturday, the rate of time and one-half shall be 1.5 times the employee's ordinary hourly rate.

#### **11.4 ALLOWANCES**

A consolidated MSC allowance will be paid to all employees as an automatic allowance at the rate of \$63.50 per fortnight for the life of the agreement in lieu of all allowances in all streams of the Parent Awards including, but not limited to, Locality Allowance and Construction/On Site Allowances. This allowance will be paid on a pro-rata basis to part-time and casual employees.

In addition, the following allowances will be paid as detailed when applicable:

#### **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 will 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 will 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 Determination.

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.

- Applicable overtime rates will 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.
- Overtime worked on call outs will not be regarded as overtime for the purposes of the 10 hour break/fatigue leave rest period after overtime where the actual time worked is less than three (3) hours on such recall or on each of such recalls.
- 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.

The following provisions will apply when an employee is not required to leave home and performs emergency work remotely:

- Applicable overtime rates will apply for the time actually taken to deal with such matters, with a minimum payment of not less than one (1) hour each day.
- Remote duties may include: providing advice; referring callers to other staff or organisations; taking details of complaints/incidents for resolution during ordinary hours; directing staff to attend any incidents; correcting/resolving faults via internet; and, making and receiving phone calls in order to manage the employer's business.

#### **11.4.3 Live Sewer Work Allowance**

Employees engaged on live sewer work or cleaning septic tanks will, during ordinary hours, be paid at the rate of time and a-half for all time so engaged. During overtime or on week-ends or public holidays employees will be paid one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged on live sewer work.

The allowance will also apply to include a minimum payment of one (1) hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto will be paid not less than four (4) hours at the appropriate rates.

This allowance will not apply to employees engaged at sewerage treatment plants or pumping stations.

For the purposes of this provision, live sewer work will mean work carried out in situations where there is direct personal connection with sewage. The terms will also include work in connection with septic tanks and cleaning or mechanical plant if such plant is contaminated with sewage. Where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the live sewer rate will not apply.

#### **11.4.4 Tool Allowance**

Plumbing tradespersons who are required to supply and use their own tools will be paid tool allowance at the rate of \$50.80 per fortnight.

Engineering tradespersons who are required to supply and use their own tools will be paid tool allowance at the rate of \$42.00 per fortnight.

This allowance will not be paid while the employee is absent on annual leave.

#### **11.4.5 Tradesperson Allowance**

Tradesperson Allowance at the rate of \$114.00 per fortnight will be paid to all qualified trades staff working as a tradesperson 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.

#### **11.4.6 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.

#### **11.4.7 Working in the Rain Allowance**

Where practicable suitable waterproof clothing shall be supplied by the employer to an employee who is required to work in the rain.

When an employee is required to perform work in the rain and by doing so gets their clothing wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.

Where an employee is engaged in live sewer work while working in the rain, only the higher of the two allowances will apply.

#### **11.4.8 Trailer Allowance**

Employees driving a motor vehicle to which a light trailer (i.e. where the loaded mass of the trailer does not require the vehicle and trailer to be considered a Gross Combination Mass – GCM) is required to be attached by specific direction of their supervisor, shall be paid an extra \$2.58 per day.

The extra payment shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.

The term trailer does not include – caravans, compressors, concrete mixers, welding plants and road brooms

#### **11.4.9 Early Start Allowance**

Where street sweepers and/or cleaners are required to work their ordinary hours before 6am or after 6pm an additional amount of 25% of the ordinary time hourly rate shall be paid for all hours worked before 6am or after 6pm.

#### **11.5 UNIFORM**

##### **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.

#### **11.6 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 will 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 will 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 will 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 will be reimbursed and no employee will 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 will be paid for such travelling time at ordinary rates, provided that such payment will 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.

Particular occupations require an employee to hold a relevant current license or certificate of competency. All employees will be required by the employer to obtain and maintain the necessary registration and licenses relevant to the position that the employee would normally be required to hold in order to fulfil their position at no cost to the employee.

Council will reimburse the employee the cost of the relevant license on an annual basis upon presentation of receipt of payment from the employee.

Where an employee who maintains a license or certificate necessary to perform their duties wishes to obtain a higher qualification in the designated trade or skill and it is agreed with Management that such higher qualification will result in a quantifiable benefit to both the Council and employee, Council will financially assist the employee in obtaining such higher qualifications with the employee agreeing in writing to remain employed with Council for a period of two years' service after obtaining such qualifications. The extent of the assistance will be in accordance with Council's Study Assistance Guidelines. Should the employee voluntarily leave before this time or due to a circumstance outside of the employee's control, financial assistance will be repayable by the employee on termination, by means of a deduction from their final pay or cash settlement, as per below:

Leave before 6mths - 100% repayable.

Leave within 6 - 12mths - 75% repayable.

Leave within 12 - 18mths - 50% repayable.

Leave within 18 - 24mths - 25% repayable.

## **12. LEAVE**

### **12.1 ANNUAL LEAVE**

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

Annual leave will be taken at times mutually agreed between the employee and their supervisor. An employee will 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 weeks. Employees with excessive leave balances will be required to complete a Leave Management Plan. In accordance with s33 of the Act, employees with excessive leave balances, who do not make adequate arrangements to reduce their balances, may be instructed to take annual leave on dates determined by the employer by the giving of at least eight (8) weeks' written notice of the starting date of the leave.

In accordance with s37 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 four (4) weeks;
- Each cashing out of a particular amount of annual leave must be by a separate agreement in writing; and
- 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.

Employees will be notified if their applications have been approved or not, no later than two (2) weeks after the application is submitted.

## **12.2 LONG SERVICE LEAVE**

From operation of this Determination long service leave provisions will be as follows:

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

Long Service Leave will be accrued fortnightly in arrears. 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.

Employees with leave balances exceeding 13 weeks will be required to complete a Leave Management Plan. In accordance with s97 of the Act, employees with excessive leave balances, who do not make adequate arrangements to reduce their balances, may be instructed to take long service leave on dates determined by the employer by the giving of at least three (3) months' written notice of the starting date on which the employee must take at least four (4) weeks long service leave.

In accordance with s110 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 (SICK AND CARER'S LEAVE)**

All personal leave entitlements shall be in accordance with full personal leave provisions of the Award subject to the following conditions:

- All employees (except casuals) are entitled to accrue twelve [12] days paid personal leave per year of service (pro-rata for part-time employees) in accordance with the full provisions of the Award;
- Personal Leave may be taken as sick leave when an employee suffers a personal illness or injury;



- Carer's leave may be taken when an employee is required to provide care or support to a member of the employee's immediate family or a household member who requires care or support as a result of sickness, injury or an unexpected emergency;
- All Personal leave will accrue fortnightly in arrears; and
- There will be no ceiling to the amount of personal leave which can be accrued.

### **12.3.1 Sick Leave**

When taking sick leave, the employee must notify their supervisor/manager of their absence as soon as practical but should where possible be a minimum of thirty [30] minutes before their normal start time on the day of absence.

A medical certificate from a registered health practitioner or other evidence to Council's satisfaction is required for absences greater than two [2] days of sick leave, or maybe required;

- for any instance of sick leave taken by an employee immediately preceding or following scheduled leave or a public holiday; or
- for any instance of sick leave taken by an employee after they have given notice of termination.

If a Friday and Monday either side of a weekend are taken the weekend is considered as part of the consecutive days.

If it is deemed necessary by the CEO/Management Representative due to a regular pattern of sick leave, a medical certificate or other evidence to the Council's satisfaction will be required to be produced for any one [1] day of sick leave. It is acknowledged that these regular patterns can be due to personal problems beyond the employee's control and this clause is clearly related to a potential abuse of sick leave and the intent is to open discussion between the employee and their manager.

Employees are able to utilise sick leave accruals in increments of hours rather than full days, where required for example: planned specialist medical appointments which cannot be scheduled on an RDO or weekend.

### **12.3.2 Carer's Leave**

When taking carer's leave the employee, wherever practical is required to give the Council notice prior to the absence, of the intention to take carer's leave, the name of the person requiring care, and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

If it is not practical for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence as soon as practical but should be where possible a minimum of thirty [30] minutes before their normal start time on the day of absence.

Council may request a medical certificate from a registered medical practitioner (or other evidence to Council's satisfaction) detailing that in the opinion of the medical practitioner, or other evidence to Council's satisfaction, the member of the immediate family or household has had or will have a personal illness or injury in the period.

### **Entitlement—employees other than casual employees**

This section does not apply to a casual employee. Sick leave includes sick leave accrued before the commencement of this section.

An employee may take up to 10 days of sick leave each year on full pay (carer's leave) to care for or support a person who is a member of the employee's immediate family or household:

- (i) when the person is ill; or
- (ii) because an unexpected emergency arises in relation to the person; or
- (iii) a person who has experienced domestic violence.

If the employee has exhausted the entitlement above, the employee may take up to an additional two (2) days unpaid carer's leave each time the employee needs to take the leave. The employee may take additional unpaid carer's leave with the employer's agreement. Carer's leave may be taken for part of a day.

#### **Employee to provide evidence to employer**

If an employee takes carer's leave to care for or support a person who is ill for more than two (2) consecutive days, the employee must, if required by the employer, give the employer a doctor's certificate or statutory declaration evidencing that the person is ill with an illness requiring care or support by another person.

If an employee takes carer's leave to care for or support a person who has experienced domestic violence, the employee must, if required by the employer, give the employer:

- (i) a statutory declaration evidencing that the leave is necessary; or
- (ii) evidence mentioned above.

The employee must also give the employer:

- (i) notice of the intention to take carer's leave; and
- (ii) the name of the person requiring care and the person's relationship to the employee; and
- (iii) the reason for taking the leave; and
- (iv) the period the employee estimates the employee will be absent; and
- (v) if the reason for taking the leave is because an unexpected emergency has arisen-the nature of the emergency.

The information listed above must be given to the employer:

- (i) if practicable, before the employee takes the leave; or
- (ii) otherwise, at the first reasonable opportunity.

An employer who receives evidence under this section about a person who has experienced domestic and family violence must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

#### **12.3.4 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 as defined in the Act, or if the employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

Council may request that claims for bereavement leave be supported by satisfactory evidence such as a copy of a death/funeral notice.

The request to access to any other available leave entitlements will not be unreasonably refused.

#### **12.3.5 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 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 (1) 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 Determination.
- The combinations of annual leave at half-pay and early access to long service leave at half pay together with unpaid parental leave will not exceed 52 weeks in total.
- Maternity Leave will not be paid in addition to Parental Leave.

#### **12.5A 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.

## **12.6 EMERGENCY SERVICES LEAVE**

### **12.6.1 Unpaid Emergency Services Leave**

The QES provides for unpaid emergency services leave. Employees may elect to take unpaid emergency services leave in accordance with the QES.

### **12.6.2 Paid Emergency Services Leave**

Paid emergency services 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. Employees must contact Payroll before taking jury service leave to make arrangements regarding the payment of wages and reimbursement of court payments. Failure to adhere to this requirement will result in the period being treated as unpaid leave.

## **12.8 NATURAL DISASTER LEAVE**

In addition to the Natural Disaster Leave provided for in the QES the following applies:

Where a declared Natural Disaster Event occurs, which results in situations where employees are unable to perform their required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Workplace Health and Safety considerations, and where employees are required to leave the work site and return home, the CEO may, at his discretion, approve paid leave for the employees concerned.

Where any employee is isolated as a result of a declared Natural Disaster Event caused by but not limited to, a natural flood, cyclone, bushfire, tsunami, volcano or earthquake event, and accordingly is unable to report to work at any of Council's depots or premises from which that employee's duties may be conducted, the CEO, at his discretion, may approve paid leave for the employee concerned.

Where due to an employee's circumstances they are required to return home due to a non-declared Declaration of a Disaster Situation, the employee must seek approval to leave work and, if approved, will be eligible to access any accrued leave entitlements, including TIL and RDO hours but excluding personal leave, unless it is an emergency as defined by the relevant award, or unpaid leave.

## **12.9 DOMESTIC AND FAMILY VIOLENCE LEAVE**

### **12.9.1 Entitlement to Domestic and Family Violence Leave**

An employee, other than a casual employee, is entitled to 10 days of domestic and family violence leave on full pay in a year if:

- (i) the employee has experienced domestic violence; and
- (ii) the employee needs to take domestic and family violence leave as a result of the domestic violence.

A long term casual employee is entitled to 10 unpaid days of domestic and family violence leave in a year if:

- (i) the employee has experienced domestic violence; and
- (ii) the employee needs to take domestic and family violence leave as a result of the domestic violence.

A short term casual employee is entitled to two (2) unpaid days of domestic and family violence leave in a year if:

- (i) the employee has experienced domestic violence; and
- (ii) the employee needs to take domestic and family violence leave as a result of the domestic violence.

Without limiting above, the employee may need to take domestic and family violence leave if the employee is:

- (i) recovering from an injury caused by the violence; or
- (ii) attending an appointment related to the violence, including an appointment to attend counselling, to obtain legal advice, for medical treatment or with police officers; or
- (iii) preparing for a court appearance related to the violence; or
- (iv) attending court for a proceeding related to the violence; or
- (v) finding housing that is necessary because of the violence; or
- (vi) organising child care or the education of a child that is necessary because of the violence.

If an employee has exhausted leave entitlements above, the employee may, with the employer's agreement, take additional days of unpaid domestic and family violence leave. Domestic and family violence leave may be taken for part of a day. An employee's entitlement to domestic and family violence leave does not accumulate from year to year. The employer must not fail to re-engage a long term casual employee or short term casual employee only because the employee has taken domestic and family violence leave.

In this section day means, for an employee who is paid on the basis of the number of hours worked, one-fifth of the number of the employee's ordinary hours of work for a week, averaged over each completed six (6) weeks of employment with the employer.

### **12.9.2 Requirement for Employee to Give Notice**

An employee's entitlement to domestic and family violence leave is conditional on the employee giving the employer notice of:

- (i) the employee's absence from work; and
- (ii) if it is possible to notify the employer before the leave is taken—the approximate period the employee will be absent.

The employee must give the employer notice:

- (i) before or on the day the employee is to take the leave; or
- (ii) if it is not possible to notify the employer before the leave is taken—during the leave or as soon as possible after the leave ends.

### **12.9.3 Employer May Request Evidence**

An employer may ask an employee to give the employer evidence that the employee has experienced domestic violence and needs to take leave as a result. The employee must comply with the request.

Without limiting above, the employee may comply with the request by giving the employer:

- (i) evidence from the police; or
- (ii) evidence of a legal proceeding or a court report; or
- (iii) evidence from a doctor or other health practitioner; or
- (iv) a report from a counsellor; or
- (v) written advice or a statutory declaration from the employee.

An employer who receives evidence under this section must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

**13. SIGNATORIES**

Mareeba Shire Council

**AND**

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;

Queensland Services, Industrial Union of Employees

The Australian Workers' Union.

**14. SCHEDULE 1 – REMUNERATION SCHEDULES**

<b>QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM A) AWARD - STATE 2017</b>			
<b>DIVISION 2 - ADMINISTRATIVE, TECHNICAL &amp; COMMUNITY SERVICES</b>			
<b>Level &amp; Increment</b>	<b>1 October 2018 2.25%</b>	<b>14 October 2019 2.25%</b>	<b>12 October 2020 2.25%</b>
U17	\$ 28,817.75	\$ 29,466.15	\$ 30,129.13
17	\$ 28,817.75	\$ 29,466.15	\$ 30,129.13
18	\$ 33,620.70	\$ 34,377.17	\$ 35,150.66
19	\$ 38,423.66	\$ 39,288.19	\$ 40,172.18
20	\$ 43,226.62	\$ 44,199.22	\$ 45,193.70
1/1	\$ 48,029.58	\$ 49,110.24	\$ 50,215.22
1/2	\$ 49,056.13	\$ 50,159.89	\$ 51,288.49
1/3	\$ 50,506.08	\$ 51,642.47	\$ 52,804.42
1/4	\$ 52,067.45	\$ 53,238.97	\$ 54,436.84
1/5	\$ 53,671.90	\$ 54,879.52	\$ 56,114.31
1/6	\$ 55,271.90	\$ 56,515.51	\$ 57,787.11
2/1	\$ 56,898.63	\$ 58,178.85	\$ 59,487.88
2/2	\$ 58,501.60	\$ 59,817.89	\$ 61,163.79
2/3	\$ 60,103.08	\$ 61,455.40	\$ 62,838.15
2/4	\$ 61,706.05	\$ 63,094.43	\$ 64,514.06
3/1	\$ 63,306.04	\$ 64,730.43	\$ 66,186.86
3/2	\$ 64,913.47	\$ 66,374.02	\$ 67,867.44
3/3	\$ 66,511.98	\$ 68,008.50	\$ 69,538.69
3/4	\$ 68,119.40	\$ 69,652.09	\$ 71,219.26
4/1	\$ 69,719.40	\$ 71,288.08	\$ 72,892.06
4/2	\$ 71,320.88	\$ 72,925.60	\$ 74,566.42
4/3	\$ 72,926.81	\$ 74,567.67	\$ 76,245.44
4/4	\$ 74,525.32	\$ 76,202.14	\$ 77,916.69
5/1	\$ 76,129.78	\$ 77,842.70	\$ 79,594.16
5/2	\$ 77,729.77	\$ 79,478.69	\$ 81,266.96
5/3	\$ 79,332.74	\$ 81,117.73	\$ 82,942.87
6/1	\$ 82,002.37	\$ 83,847.42	\$ 85,733.99
6/2	\$ 84,673.49	\$ 86,578.64	\$ 88,526.66
6/3	\$ 87,346.09	\$ 89,311.37	\$ 91,320.88
7/1	\$ 90,014.23	\$ 92,039.55	\$ 94,110.44
7/2	\$ 92,688.32	\$ 94,773.81	\$ 96,906.22
7/3	\$ 95,360.92	\$ 97,506.54	\$ 99,700.44
8/1	\$ 98,565.37	\$ 100,783.09	\$ 103,050.71
8/2	\$ 101,771.30	\$ 104,061.16	\$ 106,402.53
8/3	\$ 104,975.75	\$ 107,337.70	\$ 109,752.80
8/4	\$ 107,982.61	\$ 110,412.22	\$ 112,896.50
8/5	\$ 110,989.47	\$ 113,486.74	\$ 116,040.19



<b>QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM B) AWARD - STATE 2017</b>			
<b>DIVISION 5 - OPERATIONAL SERVICES</b>			
<b>Level</b>	<b>1 October 2018 2.25%</b>	<b>14 October 2019 2.25%</b>	<b>12 October 2020 2.25%</b>
1.1	\$ 46,949.38	\$ 48,005.74	\$ 49,085.87
1.2	\$ 47,797.03	\$ 48,872.46	\$ 49,972.09
2	\$ 48,645.46	\$ 49,739.98	\$ 50,859.13
3	\$ 49,493.88	\$ 50,607.49	\$ 51,746.16
4	\$ 50,350.85	\$ 51,483.75	\$ 52,642.13
5	\$ 51,231.91	\$ 52,384.63	\$ 53,563.29
6	\$ 53,083.38	\$ 54,277.75	\$ 55,499.00
7	\$ 54,927.08	\$ 56,162.93	\$ 57,426.60
8	\$ 56,959.60	\$ 58,241.19	\$ 59,551.62
9	\$ 59,203.59	\$ 60,535.67	\$ 61,897.73

<b>QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM C) AWARD - STATE 2017</b>			
<b>DIVISION 2 - ENGINEERING &amp; ELECTRICAL/ELECTRONIC SERVICES</b>			
<b>Level</b>	<b>1 October 2018 2.25%</b>	<b>14 October 2019 2.25%</b>	<b>12 October 2020 2.25%</b>
C14	\$ 40,547.85	\$ 41,460.18	\$ 42,393.03
C13	\$ 42,084.81	\$ 43,031.71	\$ 43,999.93
C12	\$ 44,851.32	\$ 45,860.47	\$ 46,892.33
C11	\$ 47,412.91	\$ 48,479.70	\$ 49,570.49
C10	\$ 51,306.52	\$ 52,460.92	\$ 53,641.29
C9	\$ 53,868.11	\$ 55,080.14	\$ 56,319.44
C8	\$ 56,429.69	\$ 57,699.36	\$ 58,997.60
C7	\$ 58,991.28	\$ 60,318.58	\$ 61,675.75
C6	\$ 64,114.45	\$ 65,557.03	\$ 67,032.06
C5	\$ 66,676.04	\$ 68,176.25	\$ 69,710.22
C4	\$ 69,237.63	\$ 70,795.47	\$ 72,388.37
C3	\$ 74,360.80	\$ 76,033.92	\$ 77,744.68
C2a	\$ 76,922.39	\$ 78,653.14	\$ 80,422.84
C2b	\$ 82,045.56	\$ 83,891.59	\$ 85,779.15
<b>Apprentice Rates</b>	<b>1 October 2018 2.25%</b>	<b>14 October 2019 2.25%</b>	<b>12 October 2020 2.25%</b>
Year 1	\$ 789.33	\$ 807.09	\$ 825.25
Year 2	\$ 1,085.33	\$ 1,109.75	\$ 1,134.72
Year 3	\$ 1,480.00	\$ 1,513.30	\$ 1,547.35
Year 4	\$ 1,775.99	\$ 1,815.95	\$ 1,856.81