

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

Mount Isa City Council Certified Agreement 2018

Matter No. *B/2024/44*

**CASUAL LOADING GENERAL RULING 2024**

Reprint of Certified Agreement

Following the General Ruling made by the Full Bench in *General Ruling (Casual Loading General Ruling 2024)* [2024] QIRC 202 the *Mount Isa City Council Certified Agreement 2018* is hereby amended and reprinted, under ss 460(2)(b) and 980 of the *Industrial Relations Act 2016*.

This reprint must be read and interpreted in conjunction with the General Ruling.

**Name of Agreement:** *Mount Isa City Council Certified Agreement 2018*

**Operative Date of Agreement:** 6 March 2019

**Operative Date of Agreement Reprint:** 23 September 2024

**Nominal Expiry Date:** 30 June 2022

By the Registrar

M. SHELLEY

19 November 2024

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 193 – certification of an agreement*

Mount Isa City Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees,  
Queensland

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland  
Branch, Union of Employees

Australian Workers' Union of Employees, Queensland

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

(Matter No. CB/2019/9)

**MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018**

Certificate of Approval

On 6 March 2019 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Mount Isa City Council Certified Agreement 2018*

**Parties to the Agreement:**

- Mount Isa City Council
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
- Queensland Services, Industrial Union of Employees.

**Amendments:** None

**Operative Date:** 6 March 2019

**Nominal Expiry Date:** 30 June 2022

**Previous Agreements:** *Mount Isa City Council Certified Agreement 2013 - 2015*

**Termination Date of** 6 March 2019 (Matter No CB/2019/8)  
**Previous Agreements:**



**MOUNT ISA CITY COUNCIL**

**CERTIFIED AGREEMENT**

**2018**

## CONTENTS

### PART 1 – PRELIMINARY

- 1 Title
- 2 Purpose of the Agreement
- 3 Definitions
- 4 Application
- 5 Review of Certified Agreement
- 6 Parties Bound
- 7 Relationship to Parent Awards
- 8 Date and Period of Operation
- 9 No Extra Claims
- 10 Posting of Agreement
- 11 Positive Employment Relations
  - 11.1 New Employees
  - 11.2 Workplace Delegates
  - 11.3 Facilities and Conditions
  - 11.4 Workplace Delegates Leave
  - 11.5 Right of Entry
  - 11.6 Meetings
  - 11.7 Meeting notices and newsletters

### PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

- 12 Types of Employment
  - 12.1 Full Time Employment
  - 12.2 Part-Time Employment
    - 12.2.1 Pattern of Work for Part-time Employees
    - 12.2.2 Flexible Hours
  - 12.3 Casual Employment
  - 12.4 Maximum Term Employment
- 13 Probation Period
- 14 Employment Security
- 15 Consultation
- 16 Employers Duty to Consult Over Change
- 17 Joint Consultative Committee
- 18 Local Area Workplace Agreements
- 19 Redundancy
  - 19.1 Discussions before Terminations
  - 19.2 Redeployment
  - 19.3 Termination by Council
  - 19.4 Time off During Notice Period
  - 19.5 Severance Pay
  - 19.6 Employees Exempted
  - 19.7 Alternate Employment
  - 19.8 Voluntary Redundancies
  - 19.9 Definitions
- 20 Redeployment Other Than Redundancy
  - 20.1 Performance or Disciplinary Reasons
  - 20.2 Request for Transfer
  - 20.3 Employer Direction

- 21 Recruitment and Selection
- 22 Resignation Period - Termination by Employees
- 23 Grievance and Dispute Settlement
- 24 Employee Assistance and Counseling

### **PART 3 – WAGES and ALLOWANCES**

- 25 Wages
  - 25.1 Wage Increases
  - 22.2 All Inclusive Wage Rates
- 26. Allowances
- 27. Salary for superannuation
- 28. Salary for Overtime
- 29. Standby/ Callout Arrangements
- 30. On Call Public Holidays
- 31. Camp Allowance
- 32 Salary Sacrifice

### **PART 4 – HOURS OF WORK**

- 33 Flextime Provision

### **PART 5 – LEAVE**

- 34 Long Service Leave
  - 34.1 Flexibility of Long Service Leave
- 35 Annual Leave
  - 35.1 Entitlement
- 36 Sickness Whilst on Annual or Long Service Leave
- 37 Bereavement Leave
- 38 Domestic and Family Violence Leave
- 39 Workers Compensation Top Up from Sick Leave
- 40 Personal Leave
  - 40.1 Entitlement
  - 40.2 Sick Leave
  - 40.3 Carers Leave

### **PART 6 – ADDITIONAL PROVISIONS**

- 41 Uniforms & Corporate Wardrobe
- 42 Training and Professional Development
- 43 Drug and Alcohol Testing
- 44 Transition to Retirement
- 45 Requirement to wear Safety Glasses – Additional Costs – Prescription Eyewear

### **PART 7 - SIGNATORIES**

### **SCHEDULE 1 – WAGES and ALLOWANCES**

### **SCHEDULE 2 - FLEXTIME AGREEMENT – MICC 2018**

- 1. Introduction
- 2. Definitions of Commonly Used Terms
- 3. Co-Operation and Supervision
- 4. Who Will Participate in Flextime?



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



5. Provisions of Flextime
6. Time Recording
7. Transfer and New Employee
8. Interpretation of Agreement

## **PART 1 – PRELIMINARY**

### **1 Title**

- 1.1** This agreement shall be known as the Mount Isa City Council Certified Agreement 2018 and shall be made in the Queensland Industrial Relations Commission.

### **2 Purpose of the Agreement**

- 2.1** To achieve equitable pay outcomes for all employees.
- 2.2** Through this agreement, the development of strong cooperative relationships between the Council, its employees and the unions bound by this agreement will be facilitated. These relationships will be characterized by openness, transparency and a commitment to effective consultation.
- 2.3** This agreement establishes a focus, aimed at providing a stronger service-wide context for enterprise bargaining and pay outcomes.
- 2.4** With this in mind, the objectives of this agreement are to:
- a) This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings.
  - b) provide a fair and equitable pay outcome;
  - c) provide fair and equitable entitlements
  - d) foster relationships between the parties to this agreement that are based on mutual respect, trust and preparedness to consider alternative viewpoints;
  - e) promote a balance between work and personal commitments;
  - f) provide a safe and healthy workplace;
  - g) provide rewarding jobs and ensure that all employees are appropriately valued and rewarded;
  - h) Facilitate continuous improvement in cost and service delivery; and
  - i) Improve employee retention.
- 2.5** Through this agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working.

### **3 Definitions**

- 3.1** Awards – The Queensland Local Government Industry (Streams A) Award - State – 2017, The Queensland Local Government Industry (Streams B) Award - State – 2017, The Queensland Local Government Industry (Streams C) Award - State – 2017 (or their successors).





# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



- 3.2** Council – Mount Isa City Council
- 3.3** Date of Effect – the date of certification by the Queensland Industrial Relations Commission.
- 3.4** Productivity – Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:
- a) the provision of the same levels and quality of services at a lesser input;
  - b) the provision of a greater level of customer service at the same or lesser input;
  - c) the development of a capacity to provide increased services in those work units where growth is occurring;
  - d) updating technology; and
  - e) an agreed combination of the above.
- 3.5** Union – The Unions listed as party to this agreement at Clause 6.
- 3.6** CEO – Chief Executive Officer of Mount Isa City Council or delegate.
- 3.7** Immediate Family – includes - the employee's spouse (including a same sex spouse); a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse (including a same sex spouse).

## **4 Application**

- 4.1** This Agreement covers all Council employees, except those senior officers as provided in Clause 4.2 of the Queensland Local Government Industry (Stream A) - Award – State – 2017, Schedule 2, Section 1

## **5 Review of Certified Agreement**

- 5.1** Any Party to this Agreement may propose renegotiation of this Agreement within six months prior to this Agreement's nominal expiry date.
- 5.2** The Parties agree to negotiate collectively in respect of all their employees and negotiations will be held between representatives from Management representing Council, and local Job delegates and officials of relevant Unions.

## **6 Parties Bound**

- 6.1** The parties to this agreement are Mount Isa City Council and its employees subject to this Agreement and the following unions: -
- a) The Australian Workers' Union of Employees, Queensland (AWUEQ);
  - b) Queensland Services, Industrial Union of Employees (QSU);
  - c) The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU);
  - d) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



- e) The Plumbers and Gasfitters Employees' Union of Australia, Qld Branch, Union of Employees (P.G.U.); and
- f) Association of Professional Engineers, Scientists and Managers of Australia (A.P.E.S.M.A.).

## **7 Relationship to Parent Awards**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Awards listed below, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency. Where this Agreement is silent the provisions of the Award shall apply.

- a) Queensland Local Government Industry (Stream A) Award – State 2017;
- b) Queensland Local Government Industry (Stream B) Award – State 2017; and
- c) Queensland Local Government Industry (Stream C) Award – State 2017.

## **8 Date and Period of Operation**

**8.1** This Certified Agreement shall operate in accordance with its terms from the date of certification with a nominal expiry date of 30 June 2022;

## **9 No Extra Claims**

The parties agree that, other than as provided under the local area work agreement process or as reflected in this agreement, the parties will not pursue further claims during the term of this agreement. This clause does not exclude any increases in allowances as determined by any relevant legislation or the state wage case variations.

## **10 Posting of Agreement**

A copy of this Agreement shall be available in each workplace in either electronic or hard copy with convenient access for employees.

## **11 Positive Employment Relations**

### **11.1 New Employees**

- a) The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- b) Council will make available to employees the employee information statement required in accordance with the Queensland Employment Standards

### **11.2 Workplace Delegates**

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

### **11.3 Facilities and Conditions**

- a) Council will make facilities available to the parties involved in any consultative forum set up in accordance with this Agreement: Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- b) Reasonable access to normal Council facilities such as, typing, word processing, photocopying,

postal system and telephone, storage facilities and meeting rooms.

- c) Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement. No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

#### **11.4 Workplace Delegates Leave**

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

#### **11.5 Right of Entry**

- a) An authorised officer of the Union will have rights of access and entry to the premises of the Council in accordance Queensland Industrial Relations Act 2016, Sections 348 and 352 for the following purposes: -
- i) Meeting with workplace delegates;
  - ii) Meetings with members of staff;
  - iii) Meetings with relevant management team members on matters associated with this agreement or current industrial workplace issues;
  - iv) To conduct union business matters or matters incidental to union business; and
  - v) Do not disrupt the business or operations of MICC.

\*

#### **11.6 Meetings**

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

## **11.7 Meeting notices and newsletters**

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

## **PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **12 Types of Employment**

- a) Employees under this Agreement will be employed in one of the following categories: -

- i) Full-time employment;
- ii) Part-time employment;
- iii) Casual employment; or
- iv) Maximum term employment either on a Full-time or Part-Time basis.

- b) At the time of engagement, the Council will inform each employee of the terms of their engagement.

#### **12.1 Full Time Employment**

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

#### **12.2 Part-Time Employment**

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

##### **12.2.1 Pattern of Work for Part-time Employees**

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

##### **12.2.2 Flexible Hours**

- a) Where operational circumstances are such that it is not possible to set a systematic pattern of work and the employee works such hours in a sporadic manner, Council and part-time employees will agree to a range of hours that may be worked flexibly within a fortnight. Part-time hours may range from one day per week to a maximum of full-time hours. All hours worked up to full time hours of 72.5/76 hours per fortnight will attract

ordinary rates of pay. Overtime will be paid for any hours worked in excess of the usual hours worked by an equivalent full-time employee in any one day.

## **12.3 Casual Employment**

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

## **12.4 Maximum Term Employment**

- a) Maximum term employees shall be employees who, at the time of engagement, are advised of the anticipated maximum term of their employment. However, subject to the appropriate notice being provided to such employees the term of the engagement can be terminated prior to the maximum term.
- b) In the absence of a new engagement being entered into, or an earlier termination, a maximum term employee's employment shall cease at close of business at the conclusion of the maximum term engagement.

## **13 Probation Period**

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

## **14 Employment Security**

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

## **15 Consultation**

### **15.1 Consultation - Introduction of changes - Employer's duty to notify**

- a) Prior to Council making a decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- b) '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. Provided that where the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

## **16 Employer's duty to consult over change**

- a) Council shall discuss with the employees affected and, where relevant, their union/s about the introduction of the changes referred to in clauses 15.1 (a) & 15.1 (b) hereof, the effects the changes are likely to have on employees and measures to avoid or reduce the adverse effects of such, on employees.
- b) Council will give prompt and genuine consideration and shall report back in writing on any matters raised by the employees and/or the relevant Union in relation to the changes.
- c) The discussions shall commence as early as practicable before making the decision referred to in clause 15 above.
- d) For the purpose of such discussion, Council shall 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 provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.
- e) Where council is proposing to undertake restructuring which may result in a position becoming redundant, Council will provide the affected employees and their relevant union a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of the potentially affected positions including council's proposal to reduce the effects on each affected employee, and including any redeployment options as a result of the workplace change.

## **17 Joint Consultative Committee**

- 17.1 All parties to this Agreement agree to maintain a Joint Consultative Committee (JCC).

## **17.2 Purpose**

**17.2.1** The broad purposes of the JCC include:

- a. Acting as a primary consultation forum for management, employees and unions to discuss Council wide employment and industrial relations issues; and
- b. Through consultation improving the performance of the Council in delivering services of value to its customers and at the same time enriching the work environment of all employees.

**17.2.2** In addition the parties are committed to a consultative and participative workplace culture that will bring about change and reform through cooperation.

**17.2.3** Unions and management are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation will provide employees with an opportunity, through their unions and forum representatives, to be consulted on decisions which impact on their working lives and improve productive performance.

## **17.3 Structure and Composition**

**17.3.1** The JCC comprises representatives of Council's management, Union Delegates and Officials from the unions listed as parties to the Agreement who represent employees. The number of employee representatives from the parties eligible to attend from each Union should be no more than two [2] in total, however others may attend if an agenda item requires specific representation. Management representatives will be determined by the Council CEO.

**17.3.2** The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed terms of reference.

## **17.4 Terms of reference**

**17.4.1** The JCC shall meet quarterly or more often as required to receive and review information about Council and its workforce, and to consider broad industrial and employment matters that may impact the workforce, including but not limited to:

- a. Monitor and review the implementation of this Agreement;
- b. Clarification and consultation on proposed Council policies relating to significant employment matters;
- c. Consultation on proposed organisational change;
- d. Workplace issues that have the potential to impact on other than a single department, branch or discrete group of employees;
- e. Undertake specific responsibilities and activities in accordance with the current Certified Agreement; and
- f. Any other matter raised by management or unions which impacts on the workforce as detailed in sub-clause a - e.

## **17.5 Meeting Arrangements**

- 17.5.1** All members of the JCC can submit agenda items for discussion based on the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the JCC at least one week prior to the meeting.
- 17.5.2** A standing agenda item will be the provision by Council of a written quarterly report of Council's employment numbers and workplace plans and structures as at that quarter.
- 17.5.3** A copy of the draft minutes will be made available within one week of the meeting to all JCC members and Council will also post the draft minutes on Council's intranet for viewing by employees. The minutes will be formally accepted at the next meeting of the JCC.

## **18 Local Area Workplace Agreements**

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

## **19 Redundancy**

### **19.1 Discussions before Terminations**

- a) The Council shall hold discussions with the employee directly affected and where relevant, their unions:-
  - i) Where the Council made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone;
  - ii) Where this is not due to the ordinary and customary turnover of labour; and
  - iii) That decision may lead to termination of employment.
- b) The discussion shall:
  - i) Take place as soon as it is practicable after the Council has made a definite decision which will invoke the provisions of Discussions before Termination 19.1 (a) above; and
  - ii) Cover inter alia: - the reasons for the proposed terminations; measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- c) For the purpose of the discussion the Council shall, as soon as practicable, provide in writing to



the employees concerned and their Unions, all relevant information about the proposed terminations (including the reasons for the proposed terminations; the number and categories of employees likely to be affected; the number of workers normally employed and the period over which the terminations are likely to be carried out): Provided that the Council shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

## **19.2 Redeployment**

- 19.2.1** A priority will be given, where practicable, to redeploying an employee whose position has been made redundant.
- 19.2.2** Redeployment will be made on the basis of merit and as redeployment opportunities are identified within Council, the employee selected by the Council for the redeployment shall be given at least four (4) weeks notice of the details of the redeployed position and the commencement date in that position.
- 19.2.3** Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, then the ordinary time rate of the redundant position shall be maintained by the payment of an over award payment until whichever of the following first happens: -
- a) The end of 52 weeks after the date of transfer to the redeployed position;
  - b) the employee is no longer employed by Council; or
  - c) the employee is appointed to a position where the ordinary time rate is equal to or more than the ordinary time rate of the redundant position.
- 19.2.4** Where an employee is redeployed to a position which is not consistent with the redundant position in terms of the applicable award classification and the employee's skills, qualification and experience, the appointment will be for a trial period of twelve (12) weeks:
- a) If the employee believes the position is not appropriate, the employee may after four (4) weeks, but within ten (10) weeks of being redeployed request to be terminated before the end of the twelve (12) week period upon giving at least two (2) weeks written notice and Council shall agree to such request; or
  - b) If the Council believes the employee is not suitable for the position, it may before the end of the twelve (12) week period terminate the employee upon giving as least two (2) weeks written notice.
- 19.2.5** If the employee does not request to be terminated or the Council does not terminate as provided in Clause 19.2.4 redeployment above, the employee will be deemed to have been appointed to the redeployed position specified in Clause 19.2.4 redeployment above at the end of the twelve (12) week trial period.

## **19.3 Termination by Council**

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

**Table 1 - Notice Period**

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

- 19.3.2 In addition to the notice in clause (a) termination by Council above, employees over 45 years of age at the time of giving notice and with not less than 2 years Continuous service, shall be entitled to an additional one (1) weeks' notice.
- 19.3.3 Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by Council or by agreement between the Council and the employee concerned by part of the period of notice specified and part payment in lieu thereof.
- 19.3.4 In calculating any payment in lieu of notice the ordinary time rate for the employee concerned shall be used.
- 19.3.5 Provided that an employee, who has been engaged for a specific period of time or for a specific task or tasks, shall be given one (1) weeks notice, or in lieu of such notice, one (1) weeks wages shall be paid or deducted.
- 19.3.6 Where an employee and Council do not agree under Clause 19.3 (a) Termination by Council above, the employee concerned may terminate such employment during the notice period but in such circumstances the employee shall not be entitled to payment in lieu of notice.

**19.4 Time off During Notice Period**

- 19.4.1 Where an employee has been given notice of termination under Clause 19.3 Termination, by Council above, the employee concerned shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 19.4.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required to produce proof of attendance at an interview or he shall not receive payment for the time absent (for this purpose a Statutory Declaration will be sufficient.)

**19.5 Severance Pay**

**Table 2 - Severance Pay**

Employee's years of continuous service with the Council	Redundancy pay
at least 1 year but not more than 2 years	4 weeks
more than 2 years but not more than 3 years	6 weeks

# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018

more than 3 years but not more than 4 years	7 weeks
more than 4 years but nor more than 5 years	8 weeks
more than 5 years but not more than 6 years	9 weeks
more than 6 years but not more than 7 years	10 weeks
more than 7 years but not more than 8 years	11 weeks
more than 8 years but not more than 9 years	12 weeks
more than 9 years but not more than 10 years	13 weeks
more than 10 years but not more than 11 years	14 weeks
more than 11 years but not more than 12 years	15 weeks
more than 12 years but not more than 13 years	16 weeks
more than 13 years but not more than 14 years	17 weeks
more than 14 years but not more than 15 years	18 weeks
more than 15 years but not more than 16 years	19 weeks
more than 16 years but not more than 17 years	20 weeks
more than 17 years but not more than 18 years	21 weeks
more than 18 years but not more than 19 years	22 weeks
more than 19 years but not more than 20 years	23 weeks
more than 20 years but not more than 21 years	24 weeks
more than 21 years but not more than 22 years	25 weeks
more than 22 years but not more than 23 years	26 weeks

- 19.5.1** On ceasing employment an eligible employee shall be entitled to severance pay at the rate as per Table 2
- 19.5.2** Severance pay entitlements involving periods of part time employment shall be calculated on a pro- rata full time basis; for example, 1 year of part time employment at 19 ordinary hours of work per week where the full time award ordinary hours are 38 shall equate to an entitlement of 4 weeks' pay for 19 hours per week.
- 19.5.3** For the purpose of Clause 19.5 - Severance Pay, above the following terms have the

meanings respectively assigned to them, that is to say: -

'Weeks' Pay' means the ordinary time rate of pay for the employee concerned at the date of ceasing employment with Council.

'Eligible Employee' means subject to the provisions of Clause 19.6 - Employees Exempted and Clause 19.7 - Alternate Employment, below: -

- a) An employee who has been terminated under Clause 19.3 -Termination by Council, above;
- b) An employee who has been terminated in accordance with Clause 19.2 – Redeployment, above; and
- c) An employee whose expression of interest under Clause 19.8 - Voluntary Redundancies, below has been accepted by Council.

## **19.6 Employees Exempted**

This redundancy Clause shall not apply: -

- 19.6.1** Where employment is terminated as a consequence of conduct that justifies instant dismissal;
- 19.6.2** To employees engaged for a specific period of time or for a specific task;
- 19.6.3** To casual employees;
- 19.6.4** To apprentices;
- 19.6.5** To Trainees;
- 19.6.6** To an employee who has less than 1 year continuous service where the general obligation on the Council is no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining be the employee of suitable alternate employment.

## **19.7 Alternate Employment**

- 19.7.1** The Council, in a particular redundancy case, may make application to the appropriate Industrial Commission to have the general severance pay provision varied if the Council obtains alternate employment for an employee which is acceptable to the employee concerned.
- 19.7.2** Notwithstanding the provisions of Clause 19.7 - Alternate Employment, above, where an employee whose position is no longer required in accordance with this redundancy clause, finds or is found suitable employment with another Local Government or Other Authority, prior to termination, the employee will be eligible for payment of severance pay in accordance with Clause 19.5 Severance Pay.

## **19.8 Voluntary Redundancies**

- 19.8.1** Where the Council has decided to reduce the number of employees who are doing the same job and there are no redeployment opportunities available for all the employees affected, then Council shall invite expressions of interest for voluntary redundancies from the employees affected who are not under Clause 19.6 - Employees Exempted of this

redundancy clause.

**19.8.2** Council may at its sole discretion decide whether to accept any or none of the expressions of interest lodged.

**19.8.3** Where: -

- (i) Council does decide to accept any expressions of interest for voluntary redundancy; or
- (ii) There is still a need to make an employee redundant because of insufficient voluntary redundancies THEN the provisions of this redundancy clause shall apply as if there was involuntary redundancy and the employee concerned is to be terminated by Council.

## **19.9 Definitions**

**19.9.1** For the purpose of interpreting this Redundancy Clause 19, the following terms shall have the meanings respectively assigned to them, that is to say:-

- a) 'Continuous Service' means unbroken service with Mt Isa City Council, as a full time or part time employee but shall not include service with any other Local Government. Periods of leave of absence where Council agrees to allow the employee time off without pay, such as unpaid sick leave shall not break the continuity of service, but the duration of the break shall not be counted as service.

## **20 Redeployment Other Than Redundancy**

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

### **20.1 Performance or Disciplinary Reasons**

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

### **20.2 Request for Transfer**

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

### **20.3 Employer Direction**

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

## **21 Recruitment and Selection**

- a) The parties acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation.
- b) Council will make all meaningful attempts to 'promote from within', building on the current knowledge base within Council whilst offering developmental opportunities for employees.
- c) Where Council considers there to be a sufficient suitably qualified applicant pool internally, Council will call positions internally in the first instance. Council will make all meaningful attempts to advertise

positions on notice boards and electronically for all internally advertised positions.

- d) Where Council considers there is an insufficient suitably qualified applicant pool internally, then Council will call positions simultaneously internally and externally.
- e) Selection shall be made based on merit in all cases.

## **22 Resignation Period - Termination by Employees**

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

**Table 3 - Resignation Period**

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

## **23 Grievance and Dispute Settlement**

### **23.1 Prevention and settlement of disputes – Agreement/Award matter**

- a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement and Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- b) 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.
- c) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, 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. Where practical 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 clause 23.1(c)(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. Where practical 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. Where practical 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.

d) 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.

## **23.2** Prevention and settlement of employee grievances and disputes - other than Agreement/Award matters

a) 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.

b) The following procedure applies to all industrial matters within the meaning of the Act:

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.

c) The employer shall ensure that:

i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and

ii) the grievance shall be investigated in a thorough, fair and impartial manner.

d) 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.

e) 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.

f) Where practical 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.

- g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- h) 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.
- i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **24 Employee Assistance and Counselling**

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

## **PART 3 – WAGES and ALLOWANCES**

### **25 Wages**

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

#### **25.1 Wage Increases**

All employees:

- a) 2% - with effect from First Pay Period on or after 1 July 2016;
- b) 2% - with effect from First Pay Period on or after 1 July 2017;
- c) 2% - with effect from First Pay Period on or after 1 July 2018;
- d) 2% - with effect from First Pay Period on or after 1 July 2019;
- e) 2.25% - with effect from First Pay Period on or after 1 July 2020;
- f) 2.5% - with effect from First Pay Period on or after 1 July 2021;

#### **25.2 All Inclusive Wage Rates**





# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



- a) This agreement continues the concept of all-inclusive wage rates for all employees which will achieve the benefits of streamlining the remuneration system and payroll processes.
- b) Definition – The Overtime/Casual Hourly Rates shown in the various wage schedules attached shall mean the “ordinary rate” for the purposes of calculating overtime and the “hourly rate” prior to loadings for casual employees.
- c) The Wages and Allowances Schedule 1 attached details the all-inclusive rates for the various classification levels in the awards listed including annual leave loading.

## 26. Allowances

- a) The all-inclusive salary wages will absorb all allowances and leave bonuses under the award, except those listed below which will be paid on an as incurred basis:
  - i) Work in the rain;
  - ii) Live Sewer work
  - iii) Work under unpleasant conditions (LGIA Stream A Division 2, Section 1);
  - iv) Leading hand \$113 per week as at first pay period after 1 July 2018, increased by any pay rises applicable after certification of the agreement;
  - v) Camp Allowance/Accommodation \$60.70 per day as at the first pay period after 1 July 2018, increased by any pay rises listed in section 25.1 applicable on 1 July 2019 and thereafter;
  - vi) Stand-by/On Call for emergency work;
  - vii) Travelling;
  - viii) Motor vehicle expenses; and
  - ix) Work under unpleasant conditions Building Trades (Stream C Award) (This allowance will be paid at the rate of 1.5 times for each hour worked to align it with the Engineering (Stream C Award) – State for a minimum of 4 hours)
- b) All allowances provided in this Agreement in Table 4 are to be adjusted to the nearest dollar by the annual wage increases proposed by this Certified Agreement.
- c) The positions in Table 4 will attract an additional annual allowance in lieu of live sewer allowance not to be included in the all-inclusive salary wage rate:

**Table 4 - Additional Allowance Positions**

Position	Allowance
Team Leader - Water and Sewerage	\$8355.00
Coordinator Waste Water Reclamation Plant	\$7428.00
Water & sewer Project Coordinator/Plumbing Inspector	\$8355.00

- d) The allowances listed at 26(a)(iv)(Leading Hand) and (v) Camp Allowance are to be adjusted to the nearest 10 Cents by the annual wage increases proposed by this Certified Agreement effective from 1 July 2019 and thereafter.
- e) Details of all allowances to be paid during each Year of this Agreement are contained in the Wages, Salaries and Allowances Schedule 1.

## 27 Wages for Superannuation

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



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## 28 Wages for Overtime

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

## 29 Stand By/On Call Allowance

In lieu of the provisions of any of the parents awards of this agreement for payment of an employee who is required to be available on standby / on call, a payment of \$30 per day as at 1 July 2018 will be made. This payment will be increased by rate of any pay increases applicable from 1 July 2019 and thereafter.

All other provisions of the relevant award for standby/on call including payment for work performed will continue to apply.

## 30 On-Call on a Public Holiday

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

## 31 Camp Allowance

31.1 The provisions of the Queensland Local Government Industry (Stream B) Award– State 2017 Division 2 Section 5, will apply to employees.

31.2 The daily rate shall be increased to \$60.70 from First Pay Period on or after 1 July 2018 and, increased by the rate of any pay increases from 1 July 2019 and thereafter.

31.3 During the period of this agreement Council will meet and consult with all members of the "Bush Crew" and their representatives to ascertain the details of arrangements for Camps and other issues specifically relevant to these employees. When agreed, details will be committed to writing and will form a 'Bush Crew Local Area Work Agreement' in accordance Clause 18 Local Area Workplace Agreements. This agreement is to be finalised within 3 months of certification of this agreement.

## 32 Salary Sacrifice

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

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

## PART 4 – HOURS OF WORK

### 33 Flextime Provision

This agreement formally recognises the provision for flexible working hours available to office based staff under previous certified agreements.. The operation of this provision is detailed in Schedule 2. Any time in lieu accrued as a result of an officer being required to work overtime will not affect the provisions of the Flextime Agreement

#### 33.1 Banking/Payment of Rostered Days Off/Flexi-time;

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

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

\*

## PART 5 – LEAVE

### 34 Long Service Leave

Full time employees entitled to long service leave will accrue this leave at the rate of 1.3 weeks per year of service. Part Time and Casual employees will accrue long service leave pro rata to the number of ordinary hours paid for a full time employee.

All employees with more than 7 years' continuous service will become entitled to long service leave and access pro-rata long service leave entitlements. An employee who is terminated for disciplinary reasons shall not be entitled to payout of long service leave accrued prior to 10 years of service.

**Table 5 - LSL Provisions**

Employee	Accrual Rate	Date of Effect	Access to Accrual
All Employees	1.3 weeks per year of service	upon commencement with MICC	After 7 years' service
		1 year anniversary date for service with MICC	

#### 34.1 Flexibility of Long Service Leave

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

- a) Employees may elect to take Long Service Leave (LSL) at double the length at half the pay.

(For Example: A six (6) week long service leave entitlement may be taken as twelve (12) weeks leave and paid at 50% of the full time rate for the period of the leave).

- b) Employees may elect to take Long Service Leave (LSL) at double pay at half the length of time. (e.g.: A six (6) week long service leave entitlement may be taken as three (3) weeks leave and be paid at 200% of the full time rate for the period of the leave.);
- c) In circumstances, such as proven financial hardship, an employee may apply to the Chief Executive Officer for payment in lieu of any LSL accumulated, provided that any such application does not result in the remaining LSL balance being less than 4 weeks;
- d) Long Service Leave may only be taken in a minimum of 2 week blocks;
- e) Upon becoming eligible to take an initial period of LSL, an Employee shall be entitled to take further LSL as it accumulates;
- f) Employees shall comply with the Industrial Relations Act 2016 (Qld) in relation to the taking of LSL; and

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

## **35 Annual Leave**

Full time employees accrue 5 weeks annual leave per annum. (Administrative Employees Total 181.25 hours -25 x7.25 hrs. and all other employees 190 hours -25 x7.6hrs)

Part time employees will be entitled to annual leave on a pro rata basis to full time employees.

### **35.1 Maximum Accrual of Annual Leave**

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

The parties also agree to adhere to the following:

- i) Annual Leave that is accrued for more than two years as at the June each year must be taken during the following 6 month period unless a mutually agreed program by both parties and approved in writing by the Chief Executive Officer; and
- ii) Employees shall be authorised to take all or part of accrued annual leave at a time other than the Christmas closedown period or anniversary date by arrangement in writing between the employee and the Chief Executive Officer.
- iii) Where following this process an employee still has in excess of 2 years annual entitlement accrued they may be directed by Council to take this leave at time determined by Council.

## **36 Sickness Whilst on Annual or Long Service Leave**

- a) If an employee while absent from duty on annual leave or long service leave granted pursuant to the relevant award, is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days,

and subject to the provisions of clause (b) below be entitled on application to have such period of illness which occurs during the employee's annual or long service leave debited to the employee's sick leave entitlements and the employee's annual or long service leave entitlement shall be adjusted accordingly.

- b) Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.

### 37 Bereavement Leave

- a) Bereavement leave of up to 5 days (with any days above 3 being taken from available sick leave balances) on each occasion as defined in the relevant Award will be available in the event of the death, outside a 200km radius of Mount Isa City Council, Administration Building, 23 West St, Mt Isa of a member of the employee's immediate family.
- b) Bereavement leave is not cumulative.
- c) On request, in addition to the 5 days available in Clause 31 (a) hereof, employees may use an additional 2 days to be deducted from their sick leave credits on each occasion of the death of an immediate family member outside the MICC area. Proof of death to the satisfaction of the manager must be provided to access this additional leave.
- d) On request, employees shall provide proof of death to the satisfaction of the manager to access the above bereavement leave entitlements.
- e) Casual employees shall be entitled to 2 days unpaid leave in the above circumstances. To avoid doubt the following table further explains these provisions:

**Table 6 - Bereavement Leave Provisions**

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

### 38 Domestic and Family Violence Leave

38.1 The parties recognise the impact of domestic and family violence on affected persons and acknowledge the obligations under the Queensland Industrial Relations Act 2016 which currently provides that 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 the employee has experienced domestic and family violence and needs to take domestic and family violence leave as a result of the domestic violence.

38.2 Domestic and family violence matters will be managed in accordance with the Industrial Relations Act and Council's Domestic and Family Violence Policy.

### 39 Workers Compensation Top Up from Sick Leave

**39.1** Where employees are receiving work cover payments of 85% of ordinary weekly earnings (OWE) or less before 26 weeks on work cover, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of ten (10) days in their sick leave accruals.

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

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

**Table 7 - Compensation Top up Conditions**

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

### 40 Personal Leave (Sick & Carer's)

#### 40.1 Entitlement

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

**40.1.1** All employees (except casuals) are entitled to accrue fifteen [15] days paid personal leave per year of service (pro-rata for part-time employees);

**40.1.2** Personal Leave may be taken as sick leave when an employee suffers a personal illness or injury.

**40.1.3** 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; and

**40.1.4** There will be no ceiling to the amount of sick leave which can be accrued.

**40.2 Sick Leave**

**40.2.1** When taking sick leave, the employee must notify their supervisor/manager of their absence as soon as practical which should be where possible no later than thirty [30] minutes prior to the scheduled commencement time of the employees work sign on time on the day of absence.

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

**40.2.3** If it is deemed necessary by the CEO/Management Representative due to a regular pattern of sick leave which is not supported by a medical certificate or other evidence to the Council's satisfaction, 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.

**40.2.4** Employees are able to utilise sick leave accruals in increments of hours rather than full days, where required for as an example; planned medical appointments.

**Table 8 - Sick Leave Accrual**

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

**40.3 Carer's Leave**

**40.3.1** 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.

**40.3.2** 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 by 12 noon on the day of the absence.

**40.3.3** 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 the Council's satisfaction, the member of the immediate family or household has had or will have a personal illness or injury in the period.

\*

## **PART 6 – ADDITIONAL PROVISIONS**

### **41 Uniforms & Corporate Wardrobe**

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

### **42 Training and Professional Development**

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

### **43 Drug and Alcohol Testing**

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

### **44 Transition to Retirement**

- a) Transition to Retirement Arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement.
- b) These arrangements are in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the council.
- c) Transition to Retirement Arrangements may include but are not limited to the following:
  - i) Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits.
  - ii) Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO'S, TOIL, annualised hours or leave without pay over an agreed period of time. For example, two (2) months' work two (2) months leave in rotation.
  - iii) Working from Home on a full or part time basis may also be considered where the nature of the work is operationally suitable.
- d) Any such arrangements between the council and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.
- e) These arrangements may be varied by mutual agreement between the employee and the council and any agreed amendments documented.





# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



- f) All accrued leave entitlement balances accrued immediately prior to accepting a Transition to Retirement Arrangements will be maintained without reduction. On commencement of the Transition to Retirement Arrangement, all leave will accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable Parent Award.

#### **45 Requirement to wear Safety Glasses – Additional Costs – Prescription Eyewear:**

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

\*

\*

\*

## **PART 7 – SIGNATORIES**

- Mount Isa City Council (MICC)
- Queensland Services, Industrial Union of Employees (QSU)
- Association of Professional Engineers, Scientists and Managers of Australia (APESMA)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU)
- The Australian Workers' Union of Employees, Queensland (AWU)
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CMFEU)
- The Plumbers and Gasfitters Employees' Union of Australia, Qld Branch, Union of Employees (PGU)



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## SIGNATORIES

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

Print Name.....SHARON IBARDOLAZA.....

In the presence of .....

Print Name.....CARRIE BAXTER.....

Date.....06/02/19.....



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



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

.....

Print Name.....NEIL HENDERSON.....

In the presence of .....

Print Name.....REBECCA GIRARD.....

Date.....16/01/19.....



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



Signed for and on behalf of The Association of Professional Engineers,

Scientists and Managers, Australia, Queensland Branch, Union of Employees .....

.....

Print Name.....ADAM KERSLAKE.....

In the presence of .....

Print Name.....RACHEL LIMPUS.....

Date.....17/01/19.....



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



Signed for and on behalf of the Automotive, Metals, Engineering,

Printing and Kindred Industries Industrial Union of Employees, Queensland .....

.....

Print Name.....ROHAN WEBB.....

In the presence of .....

Print Name.....ELIZABETH BARLOW.....

Date.....16/01/19.....



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



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

.....

Print Name.....STEPHEN KENNETH BAKER.....

In the presence of .....

Print Name.....BREANNA BEATTIE.....

Date.....08/02/19.....



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



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

Industrial Union of Employees, Queensland .....

.....

Print Name.....JADE INGHAM.....

In the presence of .....

Print Name.....ELIZABETH FRANKOW.....

Date.....21/01/19.....





# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



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

Union of Employees.....

Print Name.....

In the presence of .....

Print Name.....

Date.....



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## SCHEDULE 1 - WAGES and ALLOWANCES

### Queensland Local Government Industry (Stream A) Award – State - 2017 – Division 2 Section 1 Single - Dependency Allowance - Full Time Pay Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
Level 1.1	\$50,723.00	\$26.91	\$51,737.46	\$27.45	\$52,772.21	\$28.00	\$53,827.65	\$28.56	\$54,904.21	\$29.13	\$56,139.55	\$29.78	\$57,543.04	\$30.53
Level 1.2	\$51,552.00	\$27.35	\$52,583.04	\$27.90	\$53,634.70	\$28.45	\$54,707.39	\$29.02	\$55,801.54	\$29.60	\$57,057.08	\$30.27	\$58,483.50	\$31.03
Level 1.3	\$52,881.00	\$28.05	\$53,938.62	\$28.61	\$55,017.39	\$29.18	\$56,117.74	\$29.77	\$57,240.10	\$30.36	\$58,528.00	\$31.05	\$59,991.20	\$31.82
Level 1.4	\$54,126.00	\$28.71	\$55,208.52	\$29.28	\$56,312.69	\$29.87	\$57,438.94	\$30.47	\$58,587.72	\$31.08	\$59,905.95	\$31.78	\$61,403.60	\$32.57
Level 1.5	\$55,372.00	\$29.38	\$56,479.44	\$29.97	\$57,609.03	\$30.57	\$58,761.21	\$31.18	\$59,936.43	\$31.80	\$61,285.00	\$32.52	\$62,817.13	\$33.33
Level 1.6	\$56,446.00	\$29.94	\$57,574.92	\$30.54	\$58,726.42	\$31.15	\$59,900.95	\$31.77	\$61,098.97	\$32.41	\$62,473.69	\$33.14	\$64,035.53	\$33.97
Level 2.1	\$58,571.00	\$31.07	\$59,742.42	\$31.69	\$60,937.27	\$32.33	\$62,156.01	\$32.97	\$63,399.13	\$33.63	\$64,825.61	\$34.39	\$66,446.25	\$35.25
Level 2.2	\$59,834.00	\$31.74	\$61,030.68	\$32.37	\$62,251.29	\$33.02	\$63,496.32	\$33.68	\$64,766.25	\$34.36	\$66,223.49	\$35.13	\$67,879.07	\$36.01
Level 2.3	\$61,061.00	\$32.39	\$62,282.22	\$33.04	\$63,527.86	\$33.70	\$64,798.42	\$34.37	\$66,094.39	\$35.06	\$67,581.51	\$35.85	\$69,271.05	\$36.75
Level 2.4	\$62,361.00	\$33.08	\$63,608.22	\$33.74	\$64,880.38	\$34.42	\$66,177.99	\$35.10	\$67,501.55	\$35.81	\$69,020.34	\$36.61	\$70,745.85	\$37.53
Level 3.1	\$63,936.00	\$33.92	\$65,214.72	\$34.60	\$66,519.01	\$35.29	\$67,849.39	\$36.00	\$69,206.38	\$36.72	\$70,763.53	\$37.54	\$72,532.61	\$38.48
Level 3.2	\$64,751.00	\$34.35	\$66,046.02	\$35.04	\$67,366.94	\$35.74	\$68,714.28	\$36.45	\$70,088.56	\$37.18	\$71,665.56	\$38.02	\$73,457.20	\$38.97
Level 3.3	\$66,051.00	\$35.04	\$67,372.02	\$35.74	\$68,719.46	\$36.46	\$70,093.85	\$37.18	\$71,495.73	\$37.93	\$73,104.38	\$38.78	\$74,931.99	\$39.75
Level 3.4	\$67,539.00	\$35.73	\$68,899.78	\$36.44	\$70,267.58	\$37.17	\$71,672.93	\$37.92	\$73,106.39	\$38.68	\$74,751.28	\$39.55	\$76,620.06	\$40.53
Level 4.1	\$69,000.00	\$36.60	\$70,380.00	\$37.33	\$71,787.60	\$38.08	\$73,223.35	\$38.84	\$74,687.82	\$39.62	\$76,368.29	\$40.51	\$78,277.50	\$41.52
Level 4.2	\$70,506.00	\$37.40	\$71,916.12	\$38.15	\$73,354.44	\$38.91	\$74,821.53	\$39.69	\$76,317.96	\$40.48	\$78,035.12	\$41.39	\$79,985.99	\$42.43
Level 4.3	\$71,983.00	\$38.19	\$73,422.66	\$38.95	\$74,891.11	\$39.73	\$76,388.94	\$40.53	\$77,916.71	\$41.34	\$79,669.84	\$42.27	\$81,661.59	\$43.32
Level 4.4	\$73,469.00	\$38.98	\$74,938.38	\$39.76	\$76,437.15	\$40.55	\$77,965.89	\$41.37	\$79,525.21	\$42.19	\$81,314.53	\$43.14	\$83,347.39	\$44.22
Level 5.1	\$75,309.00	\$39.95	\$76,815.18	\$40.75	\$78,351.48	\$41.56	\$79,918.51	\$42.40	\$81,516.88	\$43.24	\$83,351.01	\$44.22	\$85,434.79	\$45.32
Level 5.2	\$76,795.00	\$40.74	\$78,330.90	\$41.55	\$79,897.52	\$42.39	\$81,495.47	\$43.23	\$83,125.38	\$44.10	\$84,995.70	\$45.09	\$87,120.59	\$46.22
Level 5.3	\$78,383.00	\$41.53	\$79,950.66	\$42.36	\$81,549.67	\$43.21	\$83,180.67	\$44.07	\$84,844.28	\$44.95	\$86,753.28	\$45.96	\$88,922.11	\$47.11
Level 6.1	\$81,149.00	\$43.05	\$82,771.98	\$43.91	\$84,427.42	\$44.79	\$86,115.97	\$45.69	\$87,838.29	\$46.60	\$89,814.65	\$47.65	\$92,060.02	\$48.84
Level 6.2	\$83,637.00	\$44.39	\$85,309.74	\$45.28	\$87,015.93	\$46.18	\$88,756.25	\$47.11	\$90,531.38	\$48.05	\$92,568.33	\$49.13	\$94,882.54	\$50.36
Level 6.3	\$86,131.00	\$45.69	\$87,853.62	\$46.60	\$89,610.69	\$47.54	\$91,402.91	\$48.49	\$93,230.96	\$49.46	\$95,328.66	\$50.57	\$97,711.88	\$51.83
Level 7.1	\$88,834.00	\$47.13	\$90,610.68	\$48.07	\$92,422.89	\$49.03	\$94,271.35	\$50.01	\$96,156.78	\$51.02	\$98,320.31	\$52.16	\$100,778.31	\$53.47
Level 7.2	\$91,327.00	\$48.45	\$93,153.54	\$49.42	\$95,016.61	\$50.41	\$96,916.94	\$51.42	\$98,855.28	\$52.44	\$101,079.53	\$53.62	\$103,606.51	\$54.96
Level 7.3	\$93,845.00	\$49.79	\$95,721.90	\$50.79	\$97,636.34	\$51.80	\$99,589.06	\$52.84	\$101,580.85	\$53.89	\$103,866.42	\$55.11	\$106,463.08	\$56.48
Level 8.1	\$97,051.00	\$51.49	\$98,992.02	\$52.52	\$100,971.86	\$53.57	\$102,991.30	\$54.64	\$105,051.12	\$55.73	\$107,414.77	\$56.99	\$110,100.14	\$58.41
Level 8.2	\$98,099.00	\$52.04	\$100,060.98	\$53.08	\$102,062.20	\$54.14	\$104,103.44	\$55.23	\$106,185.51	\$56.33	\$108,574.69	\$57.60	\$111,289.05	\$59.04
Level 8.3	\$103,052.00	\$54.67	\$105,113.04	\$55.76	\$107,215.30	\$56.88	\$109,359.61	\$58.02	\$111,546.80	\$59.18	\$114,056.60	\$60.51	\$116,908.02	\$62.02
Level 8.4	\$105,867.00	\$56.16	\$107,984.34	\$57.28	\$110,144.03	\$58.43	\$112,346.91	\$59.60	\$114,593.85	\$60.79	\$117,172.21	\$62.16	\$120,101.51	\$63.71
Level 8.5	\$108,683.00	\$57.66	\$110,856.66	\$58.81	\$113,073.79	\$59.99	\$115,335.27	\$61.19	\$117,641.97	\$62.41	\$120,288.92	\$63.82	\$123,296.14	\$65.41
1/1 Cas+25%	\$57,316.00	\$38.97	\$58,462.32	\$39.75	\$59,631.57	\$40.54	\$60,824.20	\$41.36	\$62,040.68	\$42.18	\$63,436.60	\$43.13	\$65,022.51	\$44.21
3/1 (38 hrs)	\$73,460.00	\$37.18	\$74,929.20	\$37.92	\$76,427.78	\$38.68	\$77,956.34	\$39.46	\$79,515.47	\$40.24	\$81,304.56	\$41.15	\$83,337.18	\$42.18



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## Queensland Local Government Industry (Stream A) Award – State - 2017 – Division 2 Section 1 Dependant - Dependency Allowance Full Time Employee Pay Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
Level 1.1	\$52,582.00	\$27.90	\$53,633.64	\$28.45	\$54,706.31	\$29.02	\$55,800.44	\$29.60	\$56,916.45	\$30.19	\$58,197.07	\$30.87	\$59,651.99	\$31.65
Level 1.2	\$53,409.00	\$28.33	\$54,477.18	\$28.90	\$55,566.72	\$29.47	\$56,678.06	\$30.06	\$57,811.62	\$30.67	\$59,112.38	\$31.36	\$60,590.19	\$32.14
Level 1.3	\$54,736.00	\$29.04	\$55,830.72	\$29.62	\$56,947.33	\$30.21	\$58,086.28	\$30.82	\$59,248.01	\$31.43	\$60,581.09	\$32.14	\$62,095.61	\$32.94
Level 1.4	\$55,979.00	\$29.70	\$57,098.58	\$30.29	\$58,240.55	\$30.90	\$59,405.36	\$31.52	\$60,593.47	\$32.15	\$61,956.82	\$32.87	\$63,505.74	\$33.69
Level 1.5	\$57,224.00	\$30.36	\$58,368.48	\$30.97	\$59,535.85	\$31.59	\$60,726.57	\$32.22	\$61,941.10	\$32.86	\$63,334.77	\$33.60	\$64,918.14	\$34.44
Level 1.6	\$58,297.00	\$30.93	\$59,462.94	\$31.55	\$60,652.20	\$32.18	\$61,865.24	\$32.82	\$63,102.55	\$33.48	\$64,522.35	\$34.23	\$66,135.41	\$35.09
Level 2.1	\$60,449.00	\$32.07	\$61,657.98	\$32.71	\$62,891.14	\$33.37	\$64,148.96	\$34.03	\$65,431.94	\$34.71	\$66,904.16	\$35.49	\$68,576.76	\$36.38
Level 2.2	\$61,711.00	\$32.74	\$62,945.22	\$33.39	\$64,204.12	\$34.06	\$65,488.21	\$34.74	\$66,797.97	\$35.44	\$68,300.93	\$36.24	\$70,008.45	\$37.14
Level 2.3	\$62,977.00	\$33.41	\$64,236.54	\$34.08	\$65,521.27	\$34.76	\$66,831.70	\$35.45	\$68,168.33	\$36.16	\$69,702.12	\$36.98	\$71,444.67	\$37.90
Level 2.4	\$64,238.00	\$34.08	\$65,522.76	\$34.76	\$66,833.22	\$35.46	\$68,169.88	\$36.17	\$69,533.28	\$36.89	\$71,097.78	\$37.72	\$72,875.22	\$38.66
Level 3.1	\$65,823.00	\$34.92	\$67,139.46	\$35.62	\$68,482.25	\$36.33	\$69,851.89	\$37.06	\$71,248.93	\$37.80	\$72,852.03	\$38.65	\$74,673.33	\$39.62
Level 3.2	\$66,635.00	\$35.35	\$67,967.70	\$36.06	\$69,327.05	\$36.78	\$70,713.60	\$37.51	\$72,127.87	\$38.26	\$73,750.74	\$39.12	\$75,594.51	\$40.10
Level 3.3	\$67,937.00	\$36.04	\$69,295.74	\$36.76	\$70,681.65	\$37.50	\$72,095.29	\$38.25	\$73,537.19	\$39.01	\$75,191.78	\$39.89	\$77,071.58	\$40.89
Level 3.4	\$69,346.00	\$36.79	\$70,732.92	\$37.53	\$72,147.58	\$38.28	\$73,590.53	\$39.04	\$75,062.34	\$39.82	\$76,751.24	\$40.72	\$78,670.02	\$41.74
Level 4.1	\$71,164.00	\$37.75	\$72,587.28	\$38.51	\$74,039.03	\$39.28	\$75,519.81	\$40.06	\$77,030.20	\$40.86	\$78,763.38	\$41.78	\$80,732.47	\$42.83
Level 4.2	\$72,644.00	\$38.54	\$74,096.88	\$39.31	\$75,578.82	\$40.10	\$77,090.39	\$40.90	\$78,632.20	\$41.72	\$80,401.43	\$42.66	\$82,411.46	\$43.72
Level 4.3	\$74,120.00	\$39.32	\$75,602.40	\$40.11	\$77,114.45	\$40.91	\$78,656.74	\$41.73	\$80,229.87	\$42.56	\$82,035.04	\$43.52	\$84,085.92	\$44.61
Level 4.4	\$75,602.00	\$40.11	\$77,114.04	\$40.91	\$78,656.32	\$41.73	\$80,229.45	\$42.57	\$81,834.04	\$43.42	\$83,675.30	\$44.39	\$85,767.18	\$45.50
Level 5.1	\$77,457.00	\$41.09	\$79,006.14	\$41.91	\$80,586.26	\$42.75	\$82,197.99	\$43.61	\$83,841.95	\$44.48	\$85,728.39	\$45.48	\$87,871.60	\$46.61
Level 5.2	\$78,940.00	\$41.88	\$80,518.80	\$42.72	\$82,129.18	\$43.57	\$83,771.76	\$44.44	\$85,447.19	\$45.33	\$87,369.76	\$46.35	\$89,554.00	\$47.51
Level 5.3	\$80,426.00	\$42.67	\$82,034.52	\$43.52	\$83,675.21	\$44.39	\$85,348.71	\$45.28	\$87,055.69	\$46.19	\$89,014.44	\$47.23	\$91,239.80	\$48.41
Level 6.1	\$83,303.00	\$44.19	\$84,969.06	\$45.07	\$86,668.44	\$45.98	\$88,401.81	\$46.89	\$90,169.85	\$47.83	\$92,198.67	\$48.91	\$94,503.63	\$50.13
Level 6.2	\$85,796.00	\$45.52	\$87,511.92	\$46.43	\$89,262.16	\$47.36	\$91,047.40	\$48.31	\$92,868.35	\$49.27	\$94,957.89	\$50.38	\$97,331.83	\$51.64
Level 6.3	\$88,286.00	\$46.84	\$90,051.72	\$47.78	\$91,852.75	\$48.73	\$93,689.81	\$49.71	\$95,563.61	\$50.70	\$97,713.79	\$51.84	\$100,156.63	\$53.14
Level 7.1	\$90,994.00	\$48.27	\$92,813.88	\$49.24	\$94,670.16	\$50.22	\$96,563.56	\$51.22	\$98,494.83	\$52.25	\$100,710.97	\$53.42	\$103,228.74	\$54.76
Level 7.2	\$93,486.00	\$49.59	\$95,355.72	\$50.58	\$97,262.83	\$51.59	\$99,208.09	\$52.63	\$101,192.2	\$53.68	\$103,469.08	\$54.89	\$106,055.81	\$56.26
Level 7.3	\$95,982.00	\$50.92	\$97,901.64	\$51.94	\$99,859.67	\$52.98	\$101,856.87	\$54.04	\$103,894.0	\$55.12	\$106,231.62	\$56.36	\$108,887.41	\$57.77
Level 8.1	\$99,215.00	\$52.63	\$101,199.30	\$53.68	\$103,223.29	\$54.76	\$105,287.75	\$55.85	\$107,393.5	\$56.97	\$109,809.86	\$58.25	\$112,555.11	\$59.71
Level 8.2	\$102,214.00	\$54.22	\$104,258.28	\$55.30	\$106,343.45	\$56.41	\$108,470.31	\$57.54	\$110,639.7	\$58.69	\$113,129.11	\$60.01	\$115,957.34	\$61.51
Level 8.3	\$105,217.00	\$55.82	\$107,321.34	\$56.94	\$109,467.77	\$58.08	\$111,657.12	\$59.24	\$113,890.2	\$60.42	\$116,452.80	\$61.78	\$119,364.12	\$63.33
Level 8.4	\$108,836.00	\$57.31	\$111,012.72	\$58.46	\$113,232.97	\$59.63	\$115,497.63	\$60.82	\$117,807.5	\$62.03	\$120,458.26	\$63.43	\$123,469.71	\$65.02
Level 8.5	\$110,854.00	\$58.81	\$113,071.08	\$59.99	\$115,332.50	\$61.19	\$117,639.15	\$62.41	\$119,991.9	\$63.66	\$122,691.75	\$65.09	\$125,759.05	\$66.72



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## Queensland Local Government Industry (Stream A) Award – State - 2017 – Division 2 Section 1 Juniors and Trainees Full Time Pay Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
Level 1.1	\$50,723.00	\$26.91	\$51,737.46	\$27.45	\$52,772.21	\$28.00	\$53,827.65	\$28.56	\$54,904.21	\$29.13	\$56,139.55	\$29.78	\$57,543.04	\$30.53
20 Yr Jnr 90%	\$45,650.70	\$24.22	\$46,563.71	\$24.70	\$47,494.99	\$25.20	\$48,444.89	\$25.70	\$49,413.79	\$26.22	\$50,525.60	\$26.81	\$51,788.74	\$27.48
19 Yr Jnr 80%	\$40,578.40	\$21.53	\$41,389.97	\$21.96	\$42,217.77	\$22.40	\$43,062.12	\$22.85	\$43,923.37	\$23.30	\$44,911.64	\$23.83	\$46,034.43	\$24.42
18 Yr Jnr 70%	\$35,506.10	\$18.84	\$36,216.22	\$19.21	\$36,940.55	\$19.60	\$37,679.36	\$19.99	\$38,432.94	\$20.39	\$39,297.69	\$20.85	\$40,280.13	\$21.37
17 Yr Jnr 60%	\$30,433.80	\$16.15	\$31,042.48	\$16.47	\$31,663.33	\$16.80	\$32,296.59	\$17.13	\$32,942.52	\$17.48	\$33,683.73	\$17.87	\$34,525.82	\$18.32
Under 17 Yr Jnr 55%	\$27,897.65	\$14.80	\$28,455.60	\$15.10	\$29,024.72	\$15.40	\$29,605.21	\$15.71	\$30,197.31	\$16.02	\$30,876.75	\$16.38	\$31,648.67	\$16.79
Under 17 Cas	\$31,525.00	\$16.72	\$32,155.50	\$17.05	\$32,798.61	\$17.40	\$33,454.58	\$17.74	\$34,123.67	\$18.10	\$34,891.46	\$18.51	\$35,763.74	\$18.97
17 Yr Jnr Cas	\$34,390.00	\$18.24	\$35,077.80	\$18.60	\$35,779.36	\$18.98	\$36,494.94	\$19.36	\$37,224.84	\$19.74	\$38,062.40	\$20.19	\$39,013.96	\$20.69
18 Yr Jnr Cas	\$40,122.00	\$21.28	\$40,924.44	\$21.71	\$41,742.93	\$22.14	\$42,577.79	\$22.58	\$43,429.34	\$23.03	\$44,406.50	\$23.55	\$45,516.67	\$24.14
19 Yr Jnr Cas	\$45,855.00	\$24.33	\$46,772.10	\$24.82	\$47,707.54	\$25.31	\$48,661.69	\$25.82	\$49,634.93	\$26.34	\$50,751.71	\$26.93	\$52,020.51	\$27.60
20 Yr Jnr Cas	\$51,583.00	\$27.37	\$52,614.66	\$27.92	\$53,666.95	\$28.48	\$54,740.29	\$29.05	\$55,835.10	\$29.63	\$57,091.39	\$30.29	\$58,518.67	\$31.05
Trainee Fed 20 Yrs	\$36,519.00	\$19.37	\$37,249.38	\$19.76	\$37,994.37	\$20.15	\$38,754.25	\$20.56	\$39,529.34	\$20.97	\$40,418.75	\$21.44	\$41,429.22	\$21.97
Trainee Fed 19 Yrs	\$32,463.00	\$17.22	\$33,112.26	\$17.56	\$33,774.51	\$17.92	\$34,450.00	\$18.27	\$35,139.00	\$18.64	\$35,929.62	\$19.06	\$36,827.86	\$19.54
Trainee Fed 18 Yrs	\$28,404.00	\$15.07	\$28,972.08	\$15.37	\$29,551.52	\$15.68	\$30,142.55	\$15.99	\$30,745.40	\$16.31	\$31,437.17	\$16.68	\$32,223.10	\$17.10
Trainee Fed 17 Yrs	\$24,347.00	\$12.92	\$24,833.94	\$13.18	\$25,330.62	\$13.44	\$25,837.23	\$13.71	\$26,353.98	\$13.99	\$26,946.94	\$14.30	\$27,620.61	\$14.66
Trainee Fed Less Than 17 Yrs	\$22,318.00	\$11.84	\$22,764.36	\$12.08	\$23,219.65	\$12.32	\$23,684.04	\$12.56	\$24,157.72	\$12.82	\$24,701.27	\$13.10	\$25,318.80	\$13.43



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## Foreman - Queensland Local Government Industry (Stream A) Award – State - 2017 – Division 2 Section 1 Single Dependency Allowance + CWA - Full Time Pay Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
Level 3.1	\$65,176.00	\$32.98	\$66,479.52	\$33.64	\$67,809.11	\$34.31	\$69,165.29	\$35.00	\$70,548.60	\$35.70	\$72,135.94	\$36.50	\$73,939.34	\$37.41
Level 3.2	\$66,483.00	\$33.65	\$67,812.66	\$34.32	\$69,168.91	\$35.01	\$70,552.29	\$35.71	\$71,963.34	\$36.42	\$73,582.51	\$37.24	\$75,422.08	\$38.17
Level 3.3	\$67,792.00	\$34.31	\$69,147.84	\$35.00	\$70,530.80	\$35.70	\$71,941.41	\$36.41	\$73,380.24	\$37.14	\$75,031.30	\$37.97	\$76,907.08	\$38.92
Level 3.4	\$69,037.00	\$34.94	\$70,417.74	\$35.64	\$71,826.09	\$36.35	\$73,262.62	\$37.08	\$74,727.87	\$37.82	\$76,409.25	\$38.67	\$78,319.48	\$39.64
Level 4.1	\$70,749.00	\$35.80	\$72,163.98	\$36.52	\$73,607.26	\$37.25	\$75,079.40	\$37.99	\$76,580.99	\$38.75	\$78,304.07	\$39.62	\$80,261.67	\$40.61
Level 4.2	\$72,064.00	\$36.47	\$73,505.28	\$37.20	\$74,975.39	\$37.94	\$76,474.89	\$38.70	\$78,004.39	\$39.48	\$79,759.49	\$40.36	\$81,753.48	\$41.37
Level 4.3	\$73,566.00	\$37.23	\$75,037.32	\$37.97	\$76,538.07	\$38.73	\$78,068.83	\$39.51	\$79,630.20	\$40.30	\$81,421.88	\$41.21	\$83,457.43	\$42.24
Level 4.4	\$75,043.00	\$37.98	\$76,543.86	\$38.74	\$78,074.74	\$39.51	\$79,636.23	\$40.30	\$81,228.96	\$41.11	\$83,056.61	\$42.04	\$85,133.02	\$43.09
Level 5.1	\$76,897.00	\$38.92	\$78,434.94	\$39.70	\$80,003.64	\$40.49	\$81,603.71	\$41.30	\$83,235.79	\$42.13	\$85,108.59	\$43.08	\$87,236.31	\$44.15
Level 5.2	\$78,430.00	\$39.69	\$79,998.60	\$40.48	\$81,598.57	\$41.29	\$83,230.54	\$42.12	\$84,895.15	\$42.96	\$86,805.30	\$43.93	\$88,975.43	\$45.03
Level 5.3	\$79,871.00	\$40.42	\$81,468.42	\$41.23	\$83,097.79	\$42.05	\$84,759.74	\$42.89	\$86,454.94	\$43.75	\$88,400.18	\$44.74	\$90,610.18	\$45.85
Level 6.1	\$82,748.00	\$41.88	\$84,402.96	\$42.72	\$86,091.02	\$43.57	\$87,812.84	\$44.44	\$89,569.10	\$45.33	\$91,584.40	\$46.35	\$93,874.01	\$47.51
Level 6.2	\$85,232.00	\$43.13	\$86,936.64	\$43.99	\$88,675.37	\$44.87	\$90,448.88	\$45.77	\$92,257.86	\$46.69	\$94,333.66	\$47.74	\$96,692.00	\$48.93
Level 6.3	\$87,727.00	\$44.40	\$89,481.54	\$45.29	\$91,271.17	\$46.19	\$93,096.59	\$47.12	\$94,958.53	\$48.06	\$97,095.09	\$49.14	\$99,522.47	\$50.37
Level 7.1	\$90,374.00	\$45.74	\$92,181.48	\$46.65	\$94,025.11	\$47.59	\$95,905.61	\$48.54	\$97,823.72	\$49.51	\$100,024.76	\$50.62	\$102,525.38	\$51.89
Level 7.2	\$92,869.00	\$47.00	\$94,726.38	\$47.94	\$96,620.91	\$48.90	\$98,553.33	\$49.88	\$100,524.39	\$50.87	\$102,786.19	\$52.02	\$105,355.85	\$53.32
Level 7.3	\$95,386.00	\$48.27	\$97,293.72	\$49.24	\$99,239.59	\$50.22	\$101,224.39	\$51.22	\$103,248.87	\$52.25	\$105,571.97	\$53.42	\$108,211.27	\$54.76
Level 8.5	\$115,550.00	\$58.48	\$117,861.00	\$59.65	\$120,218.22	\$60.84	\$122,622.58	\$62.06	\$125,075.04	\$63.30	\$127,889.22	\$64.72	\$131,086.46	\$66.34



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



**Foreman - Queensland Local Government Industry (Stream A) Award – State - 2017 – Division 2 Section 1  
Dependant Dependency Allowance + CWA - Full Time Pay Rates**

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annua	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
Level 3.1	\$67,065.00	\$33.94	\$68,406.30	\$34.62	\$69,774.43	\$35.31	\$71,169.91	\$36.02	\$72,593.31	\$36.74	\$74,226.66	\$37.56	\$76,082.33	\$38.50
Level 3.2	\$68,371.00	\$34.60	\$69,738.42	\$35.29	\$71,133.19	\$36.00	\$72,555.85	\$36.72	\$74,006.97	\$37.45	\$75,672.13	\$38.29	\$77,563.93	\$39.25
Level 3.3	\$69,678.00	\$35.26	\$71,071.56	\$35.97	\$72,492.99	\$36.68	\$73,942.85	\$37.42	\$75,421.71	\$38.17	\$77,118.70	\$39.03	\$79,046.66	\$40.00
Level 3.4	\$70,986.00	\$35.92	\$72,405.72	\$36.64	\$73,853.83	\$37.37	\$75,330.91	\$38.12	\$76,837.53	\$38.88	\$78,566.37	\$39.76	\$80,530.53	\$40.75
Level 4.1	\$72,741.00	\$36.81	\$74,195.82	\$37.55	\$75,679.74	\$38.30	\$77,193.33	\$39.06	\$78,737.20	\$39.84	\$80,508.78	\$40.74	\$82,521.50	\$41.76
Level 4.2	\$74,220.00	\$37.56	\$75,704.40	\$38.31	\$77,218.49	\$39.08	\$78,762.86	\$39.86	\$80,338.11	\$40.66	\$82,145.72	\$41.57	\$84,199.37	\$42.61
Level 4.3	\$75,699.00	\$38.31	\$77,212.98	\$39.08	\$78,757.24	\$39.86	\$80,332.38	\$40.65	\$81,939.03	\$41.47	\$83,782.66	\$42.40	\$85,877.23	\$43.46
Level 4.4	\$77,180.00	\$39.06	\$78,723.60	\$39.84	\$80,298.07	\$40.64	\$81,904.03	\$41.45	\$83,542.11	\$42.28	\$85,421.81	\$43.23	\$87,557.36	\$44.31
Level 5.1	\$79,039.00	\$40.00	\$80,619.78	\$40.80	\$82,232.18	\$41.62	\$83,876.82	\$42.45	\$85,554.36	\$43.30	\$87,479.33	\$44.27	\$89,666.31	\$45.38
Level 5.2	\$80,847.00	\$40.91	\$82,463.94	\$41.73	\$84,113.22	\$42.56	\$85,795.48	\$43.41	\$87,511.39	\$44.28	\$89,480.40	\$45.28	\$91,717.41	\$46.41
Level 5.3	\$82,014.00	\$41.51	\$83,654.28	\$42.34	\$85,327.37	\$43.19	\$87,033.91	\$44.05	\$88,774.59	\$44.93	\$90,772.02	\$45.94	\$93,041.32	\$47.09
Level 6.1	\$84,898.00	\$42.96	\$86,595.96	\$43.82	\$88,327.88	\$44.70	\$90,094.44	\$45.59	\$91,896.33	\$46.50	\$93,963.99	\$47.55	\$96,313.09	\$48.74
Level 6.2	\$85,232.00	\$43.13	\$86,936.64	\$43.99	\$88,675.37	\$44.87	\$90,448.88	\$45.77	\$92,257.86	\$46.69	\$94,333.66	\$47.74	\$96,692.00	\$48.93
Level 6.3	\$89,881.00	\$45.89	\$91,678.62	\$46.81	\$93,512.19	\$47.74	\$95,382.44	\$48.70	\$97,290.08	\$49.67	\$99,479.11	\$50.79	\$101,966.09	\$52.06
Level 7.1	\$91,915.00	\$46.52	\$93,753.30	\$47.45	\$95,628.37	\$48.40	\$97,540.93	\$49.37	\$99,491.75	\$50.35	\$101,730.32	\$51.49	\$104,273.57	\$52.77
Level 7.2	\$94,408.00	\$47.78	\$96,296.16	\$48.74	\$98,222.08	\$49.71	\$100,186.52	\$50.70	\$102,190.26	\$51.72	\$104,489.54	\$52.88	\$107,101.77	\$54.20
Level 7.3	\$96,928.00	\$49.05	\$98,866.56	\$50.03	\$100,843.89	\$51.03	\$102,860.77	\$52.05	\$104,917.98	\$53.09	\$107,278.64	\$54.29	\$109,960.61	\$55.65



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## Queensland Local Government Industry (Stream B) Award – State - 2017 – Division 2 Section 5 - Operations - Full Time Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annu	H	Annual	H	Annual	H	Annu	H	Annual	H	Annual	H
Level 1 Yard	\$55,012.00	\$27.84	\$56,112.24	\$28.40	\$57,234.48	\$28.96	\$58,379.17	\$29.54	\$59,546.76	\$30.13	\$60,886.56	\$30.81	\$62,408.72	\$31.58
Level 2 Yard	\$56,631.00	\$28.66	\$57,763.62	\$29.23	\$58,918.89	\$29.82	\$60,097.27	\$30.41	\$61,299.22	\$31.02	\$62,678.45	\$31.72	\$64,245.41	\$32.51
Level 3 Yard	\$57,152.00	\$28.92	\$58,295.04	\$29.50	\$59,460.94	\$30.09	\$60,650.16	\$30.69	\$61,863.16	\$31.30	\$63,255.08	\$32.01	\$64,836.46	\$32.81
Level 4 Yard	\$58,296.00	\$29.50	\$59,461.92	\$30.09	\$60,651.16	\$30.69	\$61,864.18	\$31.31	\$63,101.47	\$31.93	\$64,521.25	\$32.65	\$66,134.28	\$33.47
Level 5 Yard	\$59,462.00	\$30.09	\$60,651.24	\$30.69	\$61,864.26	\$31.31	\$63,101.55	\$31.93	\$64,363.58	\$32.57	\$65,811.76	\$33.30	\$67,457.06	\$34.14
Level 6 Yard	\$62,731.00	\$31.75	\$63,985.62	\$32.39	\$65,265.33	\$33.03	\$66,570.64	\$33.69	\$67,902.05	\$34.37	\$69,429.85	\$35.14	\$71,165.59	\$36.02
Level 7 Yard	\$64,053.00	\$32.42	\$65,334.06	\$33.07	\$66,640.74	\$33.73	\$67,973.56	\$34.40	\$69,333.03	\$35.09	\$70,893.02	\$35.88	\$72,665.35	\$36.78
Level 8 Yard	\$66,501.00	\$33.65	\$67,831.02	\$34.32	\$69,187.64	\$35.01	\$70,571.39	\$35.71	\$71,982.82	\$36.42	\$73,602.43	\$37.24	\$75,442.50	\$38.17
Level 9 Yard	\$68,777.00	\$34.81	\$70,152.54	\$35.51	\$71,555.59	\$36.22	\$72,986.70	\$36.94	\$74,446.44	\$37.68	\$76,121.48	\$38.53	\$78,024.52	\$39.49
L3 Cas + 23%	\$58,480.00	\$29.60	\$59,649.60	\$30.19	\$60,842.59	\$30.80	\$62,059.44	\$31.41	\$63,300.63	\$32.04	\$64,724.90	\$32.76	\$66,343.02	\$33.58
L4 Cas + 23%	\$59,233.00	\$29.98	\$60,417.66	\$30.58	\$61,626.01	\$31.19	\$62,858.53	\$31.82	\$64,115.70	\$32.45	\$65,558.31	\$33.18	\$67,197.27	\$34.01
60% L2 17 Yrs	\$33,979.00	\$17.20	\$34,658.58	\$17.54	\$35,351.75	\$17.89	\$36,058.79	\$18.25	\$36,779.96	\$18.62	\$37,607.51	\$19.04	\$38,547.70	\$19.51
70% L2 18yrs	\$39,642.00	\$20.06	\$40,434.84	\$20.46	\$41,243.54	\$20.87	\$42,068.41	\$21.29	\$42,909.78	\$21.71	\$43,875.25	\$22.20	\$44,972.13	\$22.76
80% L2 19 Yrs	\$45,304.00	\$22.93	\$46,210.08	\$23.39	\$47,134.28	\$23.86	\$48,076.97	\$24.33	\$49,038.51	\$24.82	\$50,141.87	\$25.38	\$51,395.42	\$26.01



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## Queensland Local Government Industry (Stream C) Award – State - 2017 – Division 2 Section 2 -Engineering - Full Time Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annu	H	Annual	H	Annual	H	Annu	H	Annual	H	Annual	H
C14	\$52,799.00	\$26.72	\$53,854.98	\$27.25	\$54,932.08	\$27.80	\$56,030.72	\$28.36	\$57,151.34	\$28.92	\$58,437.24	\$29.57	\$59,898.17	\$30.31
C13	\$53,856.00	\$27.26	\$54,933.12	\$27.81	\$56,031.78	\$28.36	\$57,152.42	\$28.93	\$58,295.47	\$29.51	\$59,607.11	\$30.17	\$61,097.29	\$30.93
C12	\$56,631.00	\$28.66	\$57,763.62	\$29.23	\$58,918.89	\$29.82	\$60,097.27	\$30.41	\$61,299.22	\$31.02	\$62,678.45	\$31.72	\$64,245.41	\$32.51
C11	\$60,542.00	\$30.64	\$61,752.84	\$31.25	\$62,987.90	\$31.88	\$64,247.65	\$32.52	\$65,532.61	\$33.17	\$67,007.09	\$33.91	\$68,682.27	\$34.76
C10	\$65,749.00	\$33.27	\$67,063.98	\$33.94	\$68,405.26	\$34.61	\$69,773.36	\$35.31	\$71,168.83	\$36.01	\$72,770.13	\$36.82	\$74,589.38	\$37.74
C9	\$68,283.00	\$34.56	\$69,648.66	\$35.25	\$71,041.63	\$35.96	\$72,462.47	\$36.68	\$73,911.72	\$37.41	\$75,574.73	\$38.25	\$77,464.10	\$39.21
C8	\$70,598.00	\$35.73	\$72,009.96	\$36.44	\$73,450.16	\$37.17	\$74,919.16	\$37.92	\$76,417.55	\$38.68	\$78,136.94	\$39.55	\$80,090.36	\$40.53
C7	\$71,656.00	\$36.26	\$73,089.12	\$36.99	\$74,550.90	\$37.72	\$76,041.92	\$38.48	\$77,562.76	\$39.25	\$79,307.92	\$40.13	\$81,290.62	\$41.14
C6	\$72,276.00	\$36.58	\$73,721.52	\$37.31	\$75,195.95	\$38.06	\$76,699.87	\$38.82	\$78,233.87	\$39.60	\$79,994.13	\$40.49	\$81,993.98	\$41.50
C5	\$74,590.00	\$37.75	\$76,081.80	\$38.51	\$77,603.44	\$39.28	\$79,155.50	\$40.06	\$80,738.61	\$40.86	\$82,555.23	\$41.78	\$84,619.11	\$42.83
C4	\$77,038.00	\$38.99	\$78,578.76	\$39.77	\$80,150.34	\$40.57	\$81,753.34	\$41.38	\$83,388.41	\$42.20	\$85,264.65	\$43.15	\$87,396.26	\$44.23
C3	\$81,811.00	\$41.40	\$83,447.22	\$42.23	\$85,116.16	\$43.07	\$86,818.49	\$43.93	\$88,554.86	\$44.81	\$90,547.34	\$45.82	\$92,811.03	\$46.97
C2a	\$84,204.00	\$42.61	\$85,888.08	\$43.46	\$87,605.84	\$44.33	\$89,357.96	\$45.22	\$91,145.12	\$46.12	\$93,195.88	\$47.16	\$95,525.78	\$48.34
C2b	\$88,968.00	\$45.02	\$90,747.36	\$45.92	\$92,562.31	\$46.84	\$94,413.55	\$47.78	\$96,301.82	\$48.73	\$98,468.62	\$49.83	\$100,930.33	\$51.07
Junior														
Year 1 - 40%C10	\$26,299.60	\$13.31	\$26,825.59	\$13.57	\$27,362.10	\$13.85	\$27,909.35	\$14.12	\$28,467.53	\$14.41	\$29,108.05	\$14.73	\$29,835.75	\$15.10
Year 2 - 55%C10	\$36,161.95	\$18.30	\$36,885.19	\$18.66	\$37,622.89	\$19.04	\$38,375.35	\$19.42	\$39,142.86	\$19.81	\$40,023.57	\$20.25	\$41,024.16	\$20.76
Year 3 - 75%C10	\$49,311.75	\$24.95	\$50,297.99	\$25.45	\$51,303.94	\$25.96	\$52,330.02	\$26.48	\$53,376.62	\$27.01	\$54,577.60	\$27.62	\$55,942.04	\$28.31
Year 4 - 90%C10	\$59,174.10	\$29.94	\$60,357.58	\$30.54	\$61,564.73	\$31.15	\$62,796.03	\$31.78	\$64,051.95	\$32.41	\$65,493.12	\$33.14	\$67,130.45	\$33.97





# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## Queensland Local Government Industry (Stream C) Award – State - 2017 – Division 2 Section 1 -Building Trades - Full Time Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annu	H	Annual	H	Annual	H	Annu	H	Annual	H	Annual	H
BT 1	\$65,749.00	\$33.27	\$67,063.98	\$33.94	\$68,405.26	\$34.61	\$69,773.36	\$35.31	\$71,168.83	\$36.01	\$72,770.13	\$36.82	\$74,589.38	\$37.74
BT 2	\$68,283.00	\$34.56	\$69,648.66	\$35.25	\$71,041.63	\$35.96	\$72,462.47	\$36.68	\$73,911.72	\$37.41	\$75,574.73	\$38.25	\$77,464.10	\$39.21
BT 3	\$70,598.00	\$35.73	\$72,009.96	\$36.44	\$73,450.16	\$37.17	\$74,919.16	\$37.92	\$76,417.55	\$38.68	\$78,136.94	\$39.55	\$80,090.36	\$40.53
<b>PL6 (BT2) Cas +</b>														
Junior Apprentices														
Year 1 - 40% BT 1	\$26,299.60	\$13.31	\$26,825.59	\$13.57	\$27,362.10	\$13.85	\$27,909.35	\$14.12	\$28,467.53	\$14.41	\$29,108.05	\$14.73	\$29,835.75	\$15.10
Year 2 - 55%BT 1	\$36,161.95	\$18.30	\$36,885.19	\$18.66	\$37,622.89	\$19.04	\$38,375.35	\$19.42	\$39,142.86	\$19.81	\$40,023.57	\$20.25	\$41,024.16	\$20.76
Year 3 - 75%BT 1	\$49,311.75	\$24.95	\$50,297.99	\$25.45	\$51,303.94	\$25.96	\$52,330.02	\$26.48	\$53,376.62	\$27.01	\$54,577.60	\$27.62	\$55,942.04	\$28.31
Year 4 - 90%BT 1	\$59,174.10	\$29.94	\$60,357.58	\$30.54	\$61,564.73	\$31.15	\$62,796.03	\$31.78	\$64,051.95	\$32.41	\$65,493.12	\$33.14	\$67,130.45	\$33.97



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



## Adult Apprentices Engineering and Building Trade Streams- Full Time Rates

Classification Level	Rate Sept 2018		July 2016 - 2.0%		July 2017 - 2.0%		July 2018 - 2.0%		July 2019 - 2.0%		July 2020 - 2.25%		July 2021 - 2.5%	
	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H	Annual	H
Year 1-75%	\$49,311.75	\$24.95	\$50,297.99	\$25.45	\$51,303.94	\$25.96	\$52,330.02	\$26.48	\$53,376.62	\$27.01	\$54,577.60	\$27.62	\$55,942.04	\$28.31
Year 2-	\$52,599.20	\$26.62	\$53,651.18	\$27.15	\$54,724.21	\$27.69	\$55,818.69	\$28.25	\$56,935.07	\$28.81	\$58,216.10	\$29.46	\$59,671.51	\$30.19
Year 3-	\$55,229.16	\$27.95	\$56,333.74	\$28.51	\$57,460.42	\$29.08	\$58,609.63	\$29.66	\$59,781.82	\$30.25	\$61,126.91	\$30.93	\$62,655.08	\$31.70
Year 4-	\$59,174.10	\$29.94	\$60,357.58	\$30.54	\$61,564.73	\$31.15	\$62,796.03	\$31.78	\$64,051.95	\$32.41	\$65,493.12	\$33.14	\$67,130.45	\$33.97

### Allowances

Allowances	Rate Sept 2018	2016	2017	1/07/2018	1/07/2019	1/07/2020	1/07/2021
Camp Allowance	59.50/day	N/A	N/A	\$60.69	\$61.90	\$63.30	\$64.90
Leading Hand	110.79/ week	N/A	N/A	\$113.00	\$115.26	\$117.90	\$120.90
On Call/ Stand By	\$25.00/day	N/A	N/A	\$30.00	\$30.60	\$31.30	\$32.10

## SCHEDULE 2 - FLEXTIME AGREEMENT – MICC 2018

### 1. Introduction

The Scheme will cover only office based persons employed by MICC under the provisions of the Queensland Local Government Industry (Stream A) Award – State – 2017.

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

### 2. Definitions of Commonly Used Terms

**BANDWIDTH:** Refers to the span of hours between start of the morning flex period and the end of the afternoon flex period. This may be within the range of 6.00 am to 6.00 pm but the bandwidth for each section will be set by the department head.

**NOMINAL HOURS:** Nominal hours of duty are those defined in the Queensland Local Government Industry (Stream A) Award – State - 2017, 7hours 15 minutes per day 36 hrs 15 mins per week 72 hrs 30 mins per fortnight.

**MAXIMUM HOURS:** The maximum number of hours which can be worked in any one day (exclusive of overtime) is eight (8) hours. Any extension should only be made at Director Level.

**STANDARD DAY:** A standard working day is 7 hours 15 minutes, worked between 8.45 am and 5.00 pm with a lunch break of 60 minutes.

**CORE TIME:** The periods during the day when all officers are required to be present unless on approved leave. Core times are 9.30 am - 12 noon and 2.00 pm - 3.30 pm. This period may be varied by Managers to suit customer service requirements.

**LUNCH BREAKS** Ordinary daily hours are to be worked consecutively with a break of not less than 30 minutes for a meal, to commence no later than five hours after starting time each day. A lunch break must be taken in the period 12.00pm to 2.00pm with a minimum of 30 minutes and a maximum of 2 hours. All employees are required to clock off and back on again upon resumption of duty. Lunch times may be rostered or taken at set times in units where customer service is provided from 9.00 am to 4.30pm. Lunch times of > 1 hour must be approved by the Team leader and are subject to operational requirements.

**FLEX CREDIT:** A flex credit is an allowable amount above the normal hours that an employee is required to work; e.g. if an officer has worked 8 hours on the one day, he/she has a flex credit of 45 minutes for that day. Flex credits are shown as "(+)".

**FLEX DEBIT:** A flex debit is an allowable amount below the normal hours that an employee is required to work and should be shown as "(-)". A carry over flex debit can only be authorised by the Director of the Department or the Chief Executive Officer and is only allowable for employees that have commenced just prior to the Christmas break and have not accrued enough leave hours to cover the period between Christmas and New Year should Council close for business over this period.

**SETTLEMENT PERIOD:** This is a period of ten (10) working days during which an officer is required to work a nominal total of 72 hours 30 minutes. Settlement periods will correspond with the present pay periods.

**CARRY OVER:** This is the amount of Flex Credit that may be carried over into the next settlement period. The maximum carry over is (+) 36.25 hours.

**FLEX LEAVE:** Refers to an approved absence of not more than 36 hours 25 minutes in any one settlement period. Permission must be given prior to any leave being taken.

### 3. Co-Operation and Supervision

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

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

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

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

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

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

### 4. Who Will Participate in Flextime?

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

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

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

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

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

## 5. Provisions of Flextime

### 5.1 Daily Working Hours

The following details relate to daily working hours in general.

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

Band width will be set for each section by the department manager but would generally be within the following period. Earliest starting time 8.00 a.m. Latest finishing time 6.00 p.m.

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

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

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

### 5.4 Settlement Period

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

### 5.5 Flex Credit Build Up

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

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

### 5.6 Flex Credit

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



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



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

## 5.7 Carry Over to next Settlement Period

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

## 5.8 Annual Christmas Closedown

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

## 5.9 Leave & Flex credit

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

## 5.10 Overtime

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

- a) For all work outside bandwidth – Monday to Friday 6am to 6pm
- b) For all work performed in excess of 7.25 hours where the employees so elects, and in all cases for work performed in excess of 8 hours in any one day (subject to clause 5.4.)
- c) For work performed outside nominal hours when a flex credit of 36.25 hours is exceeded.
- d) For work performed after five hours have lapsed from commencement of work until such time as a lunch break may be taken.

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

### 5.10.3

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

## 5.11 Working at other Offices

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

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

## 5.12 Notification of Termination



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



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

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

## 6 Time Recording

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

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

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

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

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

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

## 7 Transfer and New Employee

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

## 8 Interpretation of Agreement

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



# MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2018



**Table 11 Flextime Provisions**

<b>Flextime Provision</b>	<b>Rule</b>	<b>Comment</b>
Span of Hours	6.00am to 6.00pm	The span of hours in which the band width can be set
Band width	Bandwidth for each section will be set by the Department Manager.	
Commencement times	8.00am to 9.30am	Subject to customer service requirements and in line with Team Leader approval for
Finishing Times	3.30pm to 6.00pm	
Lunch Time span	12.00pm to 2.00pm	Subject to operational requirements
Minimum Lunch break	30 minutes	Not included in flex credit accrual. Lunch breaks >1 hour subject to Team Leader
Maximum Lunch Break	2 hours	
Morning Tea	10 mins	Included in flex credit accrual
Afternoon Tea	10 mins	Included in flex credit accrual
Core Time	9.30 am –12:00pm 2.00 pm - 3.30pm	Staff must be at work unless on approved leave. May vary in certain sections.
Nominal Fortnight Hours	72.5 hours	2 x 36.25 hours
Nominal Daily Hours	7.25 hours	8.45am to 5.00pm (60 mins lunch)
Maximum Daily Hours	8.00 hours	Exclusive of Overtime
Maximum Daily Accrual	45 minutes (.75 hr)	
Maximum Fortnightly hours	80 hours	10 x 8
Maximum Fortnightly Accrual	7.5 hours	10 x .75
Maximum Weekly hours	40 hours	5 x 8
Maximum Weekly Accrual	3.75 hours	5 x .75
Settlement Period	2 weeks	Usual pay period
Maximum Flex credit Carry over	36.25 hours	5 x 7.25
Maximum Flex credit Taken in one	36.25 hours	5 x 7.25
Maximum Flex Credit Taken in association	36.25 hours	5 x 7.25
Overtime	Outside 6.00am to 6.00pm	Must be directed and authorised by Manager prior to working
Overtime	After 8.00 hours ordinary time	Must be directed and authorised by Manager prior to working
Christmas closedown	Must use available flex credits	