

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

**Bundaberg Regional Council Employees Enterprise Bargaining Certified Agreement 2008
(CA/2008/332)**

DEPUTY PRESIDENT SWAN

18 December 2008

CERTIFICATE

This matter coming on for hearing before the Commission on 18 December 2008 the Commission certifies the following written agreement:

Bundaberg Regional Council Employees Enterprise Bargaining Certified Agreement 2008 (CA/2008/332) [as amended]

made between:

- Bundaberg Regional Council (ABN 72 427 835 198)
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

The agreement was certified by the Commission on 18 December 2008 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 18 December 2008) until its nominal expiry on 3 September 2011.

This agreement cancels:

- AG/2005/3271 (Bundaberg City Council Certified Enterprise Bargaining Agreement 2005);
- CA/2005/125 (Bundaberg City Council Certified Enterprise Bargaining Agreement 2005);
- Agreement No. 071439841 (Burnett Shire Council Union Collective Workplace Agreement 2006);
- AG/2003/7071 (Isis Shire Council Certified Agreement 2003);
- CA/2003/393 (Isis Shire Council Certified Agreement 2003);
- CA/2006/18 (Council of the Shire of Kolan Enterprise Bargaining Certified Agreement 2005 - State); and
- AG2003/5758 (Council of the Shire of Kolan Enterprise Bargaining Certified Agreement 2003 - Federal).

By the Commission.

D.A. SWAN
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1999,s 156.

Bundaberg Regional Council, ABN 72427835198

AND

The Australian Workers Union of Employees, Queensland
 The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland
 Queensland Services Industrial Union of Employees
 The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
 The Electrical Trades Union of Employees of Australia Queensland Branch
 Plumbers & Gasfitters Employees' Union of Australia Queensland Branch Union of Employees
 Association of Professional Engineers, Scientists and Managers, Australia
 Federated Engine Drivers' Union of Employees' Queensland
 Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

(No.CA 332 of 2008)

**APPLICATION FOR CERTIFICATION OF THE *BUNDABERG REGIONAL COUNCIL*
*EMPLOYEES ENTERPRISE BARGAINING CERTIFIED AGREEMENT 2008.***

TO: The Industrial Registrar, Industrial Registry, Level 18, Central Plaza 2, 66 Eagle Street, (Corner Creek and Elizabeth Streets), Brisbane 4000, GPO Box 373, Brisbane Q 4001
 Phone: (07) 3227 8060, Fax: (07) 3221 6074

THE AGREEMENT, attachment A, having been made under the *Industrial Relations Act 1999* on 4 December 2008 BETWEEN Bundaberg Regional Council ABN 72427835198 AND The Australian Workers Union of Employees, Queensland; The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland; Queensland Services Industrial Union of Employees; The Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees of Australia Queensland Branch; Plumbers & Gasfitters Employees' Union of Australia Queensland Branch Union of Employees; Association of Professional Engineers, Scientists and Managers, Australia; Federated Engine Drivers' Union of Employees' Queensland; Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

All the parties to the agreement now seek certification of the agreement under chapter 6, part 1 of the Act. The information required under the Industrial Relations Regulations 2000, section 9 and any other information in support of the application is set out in the affidavit of Peter John Byrne, which is the attachment marked B.

(If there is or was a certified agreement or agreements covering all or some of the employees to be covered by the attached agreement the following information must also be given, regulation, section 9 (3) & R.139(1)(d))

[Particulars of current or previous certified agreement(s)]

- (a) Bundaberg City Council Certified Enterprise Bargaining Agreement 2005 - AG/2005/3271 and CA 125 of 2005;
- (b) Burnett Shire Council Union Collective Workplace Agreement 2006 - Agreement No. 071439841;
- (c) Isis Shire Council Certified Agreement 2003 - AG/2003/7071 and CA393/03
- (d) Council of the Shire of Kolan Enterprise Bargaining Certified Agreement 2005 – State - CA/2006/18 [as amended].

This agreement replaces the agreements in (a), (b), (c) and (d) above.

Signed [by] [an behalf of] the applicant

Peter Byrne

Dated: 4 December 2008

ATTACHMENT A**1. TITLE**

This Agreement shall be known as Bundaberg Regional Council Employees Enterprise Bargaining Certified Agreement 2008.

2. ARRANGEMENT

1. Title
 2. Arrangement
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 37. Salary Increase
 38. Redundancy
 39. No Further Claims
- Signatories
Schedules

3. PURPOSE

The parties to this Agreement recognise the importance of a viable and efficient Local Government which delivers a diverse range of services and infrastructure to facilitate the economic development and social well being of the Bundaberg Region.

This Agreement seeks to achieve benefits as a result of consultation with Employees.

This Agreement provides for:-

- (a) A framework for Management and the employees to work together towards improving productivity;

- (b) Benefits to Bundaberg Regional Council, its Employees and the community through best practice;
- (c) Consultative structures which will ensure that change initiatives are pursued in a co-operative and collaborative manner.

4. APPLICATION

This Agreement shall apply to Bundaberg Regional Council [ABN 72427835198] ("Council"), Employees of Council engaged in house, and the following Unions:-

The Australian Workers' Union of Employees, Queensland;
 Federated Engine Drivers' and Firemen's Association of Queensland Union Of Employees;
 Transport Workers Union of Australia, Union of Employees (Queensland Branch);
 Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees;
 Plumbers and Gasfitters Employees' Union Queensland, Union of Employees;
 Electrical Trades Union of Employees and Queensland;
 Construction, Forestry, Mining and Energy Industrial Union of Employees Queensland;
 The Queensland Services Industrial Union of Employees ("QSU");
 The Association of Professional Engineers, Scientists and Managers Australia Queensland Branch, Union of Employees("APESMA").

This Agreement will also apply to Employees who, at the date of certification of this Agreement, were bound by a Union Collective Workplace Agreement, with any of the pre-amalgamated Councils or the Council.

5. RELATION TO PARENT AWARDS

This Agreement shall be read and interpreted wholly in conjunction with the:-

Local Government Employees' (Excluding Brisbane City Council) Award – State;
 Building Trades Public Sector Award;
 Engineering Award – State;
 Children Services Award;
 Queensland Local Government Officers' Award 1998 (State).

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

6. DURATION

This Agreement shall operate from the Date of Certification up to and including 3rd September, 2011.

7. WORKFORCE TRANSITION CODE OF PRACTICE

The Workforce Transition Code of Practice was created by the Queensland State Government to establish terms, conditions and time frames that would be used during the transition from existing Councils to the newly formed Council.

This Agreement will continue to be governed by the Workforce Transition Code of Practice individual Clauses relevant time frames.

8. RENEGOTIATION

The Enterprise Bargaining Team (Group) will undertake to commence discussions for renegotiation of this Agreement Six (6) Months prior to the expiry date of this Agreement.

It is agreed that a review of the Group will be called for Six (6) Months prior to expiry date to ensure continuity between the new Members and the existing Members of the Group.

9. BARGAINING UNITS

9.1 Enterprise Bargaining Team

For the purpose of negotiating the Enterprise Agreement in accordance with the Code of Practice 2007, an Enterprise Bargaining Team has been established consisting of up to:-

- Eight (8) Representatives from Union affiliated Operational Employees,
- Four (4) Representatives from Union affiliated Inside Employees, and
- Five (5) Representatives from the Council and Management.

District Union Organisers will receive an open invitation to attend and speak at all Enterprise Bargaining Meetings and be advised of the date, time and venue of Meetings as soon as practical.

9.2 Bargaining Units

The Bargaining Units will comprise of Employee Representatives and Representatives of the Unions which are party to the Agreement.

Units may be established as desired by the Employees at work locations with numbers being at a level appropriate to the workforce at the location.

The Bargaining Units shall consider staff requests for inclusion in the Enterprise Agreement negotiations and shall forward and receive information through the appropriate representative on the Enterprise Bargaining Team.

To ensure that the Council is able to meet the demands of business it is important that Council has sufficient staff available to function. Therefore the staffing numbers of the individual Bargaining Units will need to be approved by the Chief Executive Officer. The Chief Executive Officer will not be unreasonable in determining the Staffing Numbers of each Bargaining Unit having regard to fair representation of all Staff.

9.3 Enterprise Agreement Consultative Committee

The Consultative Committee shall be formed within One (1) Month from the date of the Certification of the Agreement; and shall provide for equal representation of both the Council Management and Employees and shall not exceed Twelve (12) Members.

Employee Representatives should come from a cross-section of work sections and/or the Unions party to this Agreement. Once formed, the Enterprise Agreement Consultative Committee will determine the date, time, quorum, place and frequency of Meetings.

The Committee will monitor the effective implementation of the Agreement. Matters in respect of the Agreement which have been dealt with by the Grievance and Dispute Settlement Procedure Clause may, if appropriate, be referred to the Consultative Committee.

Union officials will receive an open invitation to attend and speak at the Enterprise Agreement Consultative Committee Meetings and be advised of the date, time and venue of Meetings as soon as practical.

Council will consult with the Enterprise Agreement Consultative Committee on any proposed Office or Depot closures.

10. OBJECTIVES

The aims of this Agreement are:-

10.1 Productivity and Efficiency

To stimulate and provide ongoing productivity improvement throughout Council.

10.2 Service

To improve the quality of customer service through both products and services. To become increasingly community focussed and committed to continuous improvement.

10.3 **Equal Opportunity**

To ensure the Bundaberg Regional Council provides equality of opportunity in all areas of the workforce including issues relating to family responsibilities.

10.4 **Employee Relations**

To engender confidence in the Council as a fair and equitable Employer and provide a stimulating, satisfying and participative work environment for all Staff.

10.5 **Improved Work Organisation**

To achieve flexible working arrangements, work practices and Management systems.

10.6 **Performance Measurement**

Council will be benchmarking its performance with other similar sized Councils with the view to improving its performance and the delivery of services to the public. Improved performance may provide the opportunity for increased wages and improved conditions for Employees.

10.7 **“No Disadvantage” Test**

This agreement follows the principle of the “no disadvantage” test which is based on the terms and conditions of the existing Industrial Agreements and Awards of the Four (4) previous Councils.

The “no disadvantage” test must be applied so as to ensure that this industrial agreement does not, on an overall basis, disadvantage workers in relation to the existing conditions that they work under.

11. DISPUTE SETTLEMENT

11.1 This Agreement recognises that Employees’ grievances should be resolved speedily, effectively and informally between the Employee and Supervisor where possible and without the need for recourse to industrial action.

In any steps of this procedure, the Employee may be represented by or have present, any Employee of the Council, or a representative of the appropriate Union.

11.2 It is agreed that it is in the interest of all parties to manage resolution of any conflict by means which do not disrupt the operations of the workplace. However, in the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedure will be followed:–

- (1) The Employee is to notify (in writing or otherwise) the Supervisor/Manager (as appropriate) as to the nature of the grievance and the remedy being sought, without fear of retribution;
- (2) A Meeting between the Employee and the Supervisor/Manager (as appropriate) is to be held as soon as practicable, to discuss the matter. The Meeting should be held within Forty–Eight (48) Hours of notification;
- (3) If the matter is not resolved at this Meeting, the Employee may request the Supervisor/Manager (as appropriate) to refer the matter to the Section Manager. Further discussions involving all parties are to be held again within Forty–Eight (48) Hours, if practicable;
- (4) If the matter is not resolved at this Meeting, the Employee may request the Supervisor/Manager (as appropriate) to refer the matter to the Chief Executive Officer. Further discussions involving all parties are to be held again within Forty–Eight (48) Hours, if practicable;
- (5) If the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission. All parties will seek conciliation in the first instance and arbitration as a final resort.

11.3 While this procedure is being followed, normal work is to continue except where there are genuine matters of health or safety involved, in which case, the Employee will not work in an unsafe environment, but where appropriate, shall by agreement accept reassignment to alternative work or work environment in the meantime.

12. TEMPORARY / REPLACEMENT EMPLOYEE

- 12.1 A temporary/replacement Employee is one engaged to perform special projects, or for a period not exceeding Twelve (12) Months, to take up work occasioned by a permanent Employee being absent on approved extended periods of Leave, e.g., Sick Leave, Long Service Leave, Workers' Compensation, Maternity Leave, etc.
- 12.2 Before Council engages a temporary/replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- 12.3 All other provisions of this Agreement shall apply.

13. UNION ENCOURAGEMENT

Council recognises its responsibility under the Full Bench of the Queensland Industrial Relations Commission issued "Statement of Policy on Union Encouragement" (reported V165 QGIG Folio 221) that encourages an Employee to join and maintain financial membership of the Union.

Council will provide for Union Participation as per the Local Government Employees Award – Clauses 11.4 and 11.5.

14. FACILITIES

The following facilities will be made available to Union or Employee nominees involved in any consultative forum set up in accordance with this Agreement:-

- (a) Necessary time off at normal remuneration, such time to be deemed as normal service, for preparation, attendance at meetings, reporting back and travelling to and from attendance at meetings;
- (b) Access to normal Council facilities generally, including but not limited to typing, word processing, photo copying, postal system, telephone and storage facilities;
- (c) A room with normal office facilities shall be provided for union nominees to discuss matters associated with consultative forums established under this Agreement.

15. BEST PRACTICES

Parties to the Agreement agree to negotiations directed towards improvement in productivity, efficiency and flexibility, which will be concluded within the parameters of this Agreement.

The parties to this Agreement agree to a broad agenda aiming to achieve 'best practices' but not designed to undermine existing standards and conditions. This agenda may include, but not be restricted to:-

- (a) development of jointly agreed strategic plans;
- (b) negotiations of Equal Employment Opportunity Management plans;
- (c) changes in work organisation, job design and working patterns and arrangements;
- (d) new training and skills development programs;
- (e) people Management issues and occupational health and safety;
- (f) optimum utilisation of capital equipment and new technology;
- (g) quality assurance and continuous improvement programs;
- (h) participation in implementation of "The Local Government Act" and Regulations.

16. CORPORATE PERFORMANCE STANDARDS / INDICATORS

The parties commit themselves to a process of continuous improvement and will adopt and adhere to the principles and practices of Quality Assurance. The role of performance indicators is to assist in the attainment of corporate goals in the interest of the Customers, Employees and Council in improving the quality of service.

It is recognised that performance indicators are not an end in themselves, but are a means of identifying trends and gains in productivity and efficiency, and they enable the identification of areas where there is potential for further improvement.

Performance indicators can only be developed with reference to clearly articulated Corporate, Departmental and Work Group objectives. Objectives have been developed through a consultative process and will be subject to periodic review.

The parties agree that any necessary performance indicators will be established from time to time to enable any changes in performance, following initiatives under this Agreement, to be jointly monitored and reviewed.

The parties recognise that various external factors such as the weather, legislative reviews and geographical features will impact on the Council's performance and therefore the parties reserve the right to refer to other additional indicators when adopting future bargaining positions.

17. HUMAN RESOURCE PRACTICE

Management and Staff commit to ensuring that the objectives set out in Council's Corporate and Operational Plans areas are achieved. Management and Staff feedback is required to ensure the focus on organisational achievement is met.

It is acknowledged that these objectives are focused at achieving overall targets for the organisation and delivering on them will reflect improvements in the organisational performance and its standing in the community.

This can be achieved through:-

- (a) Appropriate training and development programs including the encouragement of self-education, competency based training using external Registered Training Organisations and undertaking internal training programs;
- (b) Council's Performance Management System will be utilised annually.

It is acknowledged that the Performance Management System is not an avenue for the implementation of a disciplinary process.

18. DEFINITIONS

18.1 Inside Staff

Personnel employed to undertake managerial, and predominantly technical, community/environmental and administrative duties as their primary function of employment and generally based inside Council's main office, service centre, depot or other locations as determined by Council.

18.2 Operational Staff

Personnel employed to undertake predominantly non-administrative duties as their primary function of employment and based outside within Council's depots, water treatment plants and generally work a 38 Hour Week and include construction, maintenance, and operations.

18.3 Project Work

Clearly defined work program or function that has been established for a particular project for a value over \$80,000.

18.4 Supervisory Staff / Surveyors

Inside Employees working a 38 Hour Week who supervise operational Employees, and/or Surveyors.

18.5 Consultation

Consultation shall not only be in appearance, but in fact.

19. ROSTERED DAYS OFF

19.1 **Inside Staff**

It is agreed that Management and Employees will trial a Rostered Day Off System of One (1) Day every Three (3) Weeks for all Inside Employees {excluding those identified in Clause 21.1(6) of this Agreement}.

For the trial to commence, Employees must demonstrate that Council is able:-

- to maintain productivity taking into account the various Clauses of this Agreement relating to productivity; and
- to meet its service delivery requirements without any additional costs being incurred.

It is also acknowledged that not all areas would be capable of utilising the 1 Day every 3 Weeks RDO System, and these have been identified by the Single Bargaining Unit to date as:-

Moncrieff Theatre;
Libraries.

Other areas are to be determined by the Enterprise Agreement Consultative Committee before the trial commences.

Nothing in Clause 19.1 or 21.1(3) restricts the Employer and an individual Employee/s agreeing to other work arrangements in accordance with Clauses 20 and 21.1.

The trial will be reviewed by the Enterprise Agreement Consultative Committee on an annual basis.

In all cases, Management reserves the right to extend the trial – or where it has been found that if it has been found the productivity and/or customer service delivery has not been maintained to acceptable levels:-

- amend the trial, or
- stop the trial.

In the event that the trial is stopped in a Work Area – the work cycle for those Staff will revert to One (1) Rostered Day Off every Four (4) Weeks.

19.2 **Operational Staff and Supervisory Staff**

The work cycle will be a Nine (9) Day Fortnight for all Operational Staff and Supervisory Staff during the life of this Agreement.

19.3 **Employees undertaking Project Work that requires Working a Rostered Day Off**

Employees undertaking project work that requires working a Rostered Day Off (RDO) will be paid in accordance with the following:-

Bank 1 RDO, paid 1 RDO (at penalty rates), bank 1 RDO, paid 1 RDO (at penalty rates). After Five (5) 'banked' RDOs, the Employee will receive payment at the appropriate Award penalty rates.

19.4 **Banking of Rostered Days Off**

Subject to the following, Rostered Days Off may be banked:-

- (1) The request to bank RDOs may come from either the Employee or Management or delegated Officer and shall be in writing;
- (2) The request to bank RDOs must be based on reasonable grounds and any refusal also be on reasonable grounds;
- (3) If Management has requested the Employee to work their RDO, the Employee can elect to be paid at the applicable penalty rates;
- (4) Reasonable notice is to be given, i.e. generally Three (3) Working Days unless otherwise agreed;
- (5) Days banked at either party's request attract the provisions in Sub-Clauses (7) or (8) of this Clause, where applicable, and shall be converted to Hours;

- (6) No more than Five (5) RDOs shall be banked without the express approval of the Chief Executive Officer or Director;
- (7) Banked RDOs must be taken within Twelve (12) Months of accrual and at a mutually agreed time consistent with operational requirements;
- (8) Banked RDOs not taken within this period at the request of Management or delegated Officer, will be paid at the appropriate Award penalty rates;
- (9) Banked RDOs not taken within this period at the request of the Employee, will be paid at ordinary time.

20.	TIME OFF IN LIEU
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- 20.1 With the approval of their Manager or Delegated Officer, an Employee may elect to have Overtime, Weekend Hours worked and Public Holidays Hours worked, acquitted as Time Off In Lieu (TOIL), rather than as payments.
- 20.2 Upon claiming for Overtime, the Employee shall be given Time Off equivalent to time worked either outside the spread of Ordinary Hours of any Day or in excess of the Ordinary Weekly Hours.
- 20.3 Where, due to work requirements, an Employee is not able to take TOIL within Three (3) Months of the end of the Employee's work cycle during which such TOIL has accrued, the TOIL shall, by mutual agreement, be taken as Leave or paid to the Employee at the penalty rate at which it was accrued. A maximum of One (1) Week's ordinary time may be accrued in any Three (3) Month cycle.
- 20.4 In all other circumstances, TOIL will be taken as soon as possible at a mutually agreed time, consistent with operational requirements and may be taken in whole days or part thereof.
- 20.5 Management may suggest this arrangement but cannot require Employees to take TOIL instead of payment for Overtime or other penalties. Employees will continue to receive payment for all penalties if that is their preference.
- 20.6 Overtime provisions for Level 6 (inside staff) and above as per Schedules C and G:–
 - (1) Except as otherwise provided in this Clause, Overtime worked either outside the spread of Ordinary Hours on any day, or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.

Provided that Clauses 20.1, 20.2, 20.3 and 20.4 of this Clause shall not apply to an Employee in receipt of salary equal to or in excess of the first increment Level 6 on the General Salary Scale except where the Employee requests and the Employee's Manager agrees that such Sub-Clauses shall apply.

In the event that such agreement is not reached then such Employee may upon claiming for Overtime be given time off equivalent to time worked either outside the spread of Ordinary Hours of any day or in excess of the Ordinary Weekly Hours.

Such time off shall be taken within Twelve (12) Months of the date of its accrual. Where the request for the taking of such time off is refused by the Department Head or the time-off has not been taken within Twelve (12) Months the Overtime accrued shall be immediately paid at the Overtime rates which would otherwise apply except for the provisions of this paragraph.

- (2) All Overtime worked on Saturdays and Sundays shall be paid at the rate of double time with a minimum payment of Three (3) Hours.
- (3) All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the Employee would have enjoyed had the Employee not been required to continue working.
- (4) An Employee recalled to work Overtime away from Home whether notified before or after leaving the usual place of employment and who returns to home on the completion of such Overtime worked, shall be paid for a minimum of Three (3) Hours work at this Overtime rate for each time the

Employee is so recalled, provided that the Employee shall not be required to work for such Three (3) Hours if the work the Employee is required to perform is completed within a shorter period.

21. FLEXIBLE WORKING HOURS

21.1 Inside Staff

- (1) The Ordinary Hours of Duty will be 36.25 Hours per Week and will not exceed 72.5 Hours per Fortnight, or 10 Hours per Day {see also Clause 21.1(4)} to be worked Monday to Friday inclusive between the Hours of 6:00 a.m. and 6:00 p.m.

The work cycle will also allow for alternative arrangements to be negotiated between any Employee and the Manager. These arrangements are to be reviewed every Twelve (12) Months.

- (2) Council and an Employee who may be represented by an accredited Union Representative may agree that the Ordinary Hours of Duty may be worked on any Five (5) out of Seven (7) Days per Week including Saturdays and Sundays or the Ordinary Hours may be altered as to the spread of Hours:-
- (a) Ordinary Daily Hours shall be worked consecutively with a meal break of not less than One-Half (½) an Hour or more than One (1) Hour and the break must commence no later than Five (5) Hours after starting each Day.
- (b) The Ordinary Hours of Duty of Officers having other Workers under their immediate supervision shall if so determined by Council be the same as the Ordinary Hours of the Workers supervised.

Provided that this Sub-Clause shall not apply to Officers holding Professional Qualifications.

- (3) The work cycle will provide for One (1) Rostered Day off every Three (3) Weeks and shall be taken on a Monday or Friday unless mutually agreed between the Employee and Management.
- (4) The Ordinary Hours of work prescribed herein will not exceed Ten (10) Hours on any Day without prior consultation between Council, Management and Staff.
- (5) Provided that where the Ordinary Working Hours are to exceed Eight (8) on any Work Day, the arrangement of Hours will be by agreement of the majority of Employees and Management.
- (6) Inside Staff working at Depots – Inside Staff located at Council Depots are permitted to work Flexible Hours so as to provide support services to other Employees at the Depot provided Management approval has been obtained. Flexible Hours worked may result in the Employee working a Nine (9) Day Fortnight work cycle that matches the Operational Staff.

21.2 Operational Staff and Supervisory Staff

- (1) The Ordinary Hours of Duty will be 38 Hours per Week worked in a cycle that does not exceed 76 Hours per Fortnight or 38 Hours per Week, to be worked Monday to Friday between the Hours of 6:00 a.m. and 6:00 p.m.
- (2) The work cycle will be a Nine (9) Day Fortnight.
- (3) The Ordinary Hours of work prescribed herein will not exceed Ten (10) Hours on any Day.
- (4) Provided that where the Ordinary Working Hours are to exceed Eight and One-Half (8½) on any Work Day to facilitate the RDO, the arrangement of Hours will be by agreement of the majority of Employees and Management or Delegated Officer.

22. SHIFT WORK

22.1 Definition

‘Shift Work’ shall mean work done by separate relays of Employees working recognised Hours, preceding, during or following the Ordinary Working Hours, and in accordance with an agreed Roster that continues for at least Five (5) Consecutive Shifts.

22.2 **Continuous Shift Work**

'Continuous Shift Work' shall mean work that is continuous for Twenty-Four (24) Hours per Day for an unbroken period of at least Twenty-Eight Days, except in the case of floods or breakdown or shutting down for Holidays.

22.3 **Consultation**

Council may require specific work to be performed on the basis of Shift Work. Prior to implementing a system of Shift Work, consultation shall take place between the Council and the Employees affected and their Unions.

22.4 **Work Hours**

The Ordinary Hours of Shift Workers shall average 36.25 Hours per Week (for those sections of Employees who work a 36.25 Hour Week) inclusive of crib time and shall not exceed 145 Hours in Twenty-Eight (28) consecutive Days;

Or

The Ordinary Hours of Shift Workers shall average 38 Hours per Week (for those sections of Employees who work a 38 Hour Week) inclusive of crib time and shall not exceed 152 Hours in Twenty-Eight (28) consecutive Days.

22.5 **Arrangement of Hours**

A shift shall consist of not more than Ten (10) Hours inclusive of crib time, provided that:-

- (1) in any arrangement of Ordinary Working Hours, where the Ordinary Working Hours are to exceed Eight (8) Hours on any Shift, the arrangement of Hours shall be subject to agreement between the Council and the majority of Employees in the work section or sections concerned;
- (2) by agreement between Council, the industrial organisation or industrial organisations concerned and the majority of Employees in the plant, work section or sections concerned – Ordinary Hours not exceeding Twelve (12) Hours on any day may be worked subject to:-
 - (a) the Council and the Employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on Twelve (12) Hour work periods;
 - (b) proper health and monitoring procedures being introduced;
 - (c) suitable roster arrangements being made;
 - (d) proper supervision being provided; and
- (3) except at the regular changeover of Shifts, an Employee shall not be required to work more than One (1) Shift in each Twenty-Four (24) Hours.

22.6 **Afternoon and Night Shifts**

Unless otherwise agreed between the Council and the majority of Employees affected:-

- (1) An Afternoon Shift shall be a Shift finishing after 6:00 p.m. and at or before Midnight, or where the majority of Hours fall between those Hours.
- (2) A Night Shift shall be a Shift finishing subsequent to Midnight and at or before 8:00 a.m., or where the majority of Hours fall between those Hours.

22.7 **Shift Allowances**

In addition to Ordinary rates, a 15 % Shift Allowance shall be paid for each Afternoon and Night Shift worked. Non-rotational Shift Workers on Night Shift shall be paid a 30% Shift Allowance.

22.8 **Payment of Shift Work**

Payment of Shift Work shall be in accordance with the Employee's relevant Award provisions.

23. JOB SHARING

23.1 Any Permanent Full Time position may be filled by Two (2) Employees on a Job Sharing basis where job sharing is convenient to the requirements of the position and there is Agreement between the Employees and Council.

The Permanent Full Time position holder has the right to retain the position when the job share provision has expired. Council will endeavour to allocate the other Employee into a similar position, however should this not be possible then the Employee is terminated and entitled to all accrued benefits.

23.2 Employees so employed shall be entitled to all Leave as prescribed by this Agreement on a pro rata basis. All other provisions of this Agreement shall apply.

All Appointments made pursuant to this Clause shall be subject to an Annual Review process in order to assess the effectiveness of a position being performed in this manner. The concerned Employees and Council shall jointly conduct the review.

23.3 Prior to commencing any Job Sharing Arrangement, a Job Share Agreement is to be developed and will include:-

- (1) Responsibilities (as outlined in the Position Description);
- (2) Overtime provisions;
- (3) Roster of duties;
- (4) Availability for relief work;
- (5) Remuneration;
- (6) Review of Agreement;
- (7) Training Arrangements;
- (8) Termination Arrangements; and
- (9) Performance Indicators.

23.4 Employees participating in a Job Share role will not be eligible to Rostered Days Off.

23.5 Parties undertaking Job Share arrangements are to sign a Job Share Agreement.

23.6 The Job Share Agreement is to be reviewed every Twelve (12) Months for efficiency and effectiveness.

24. ALLOWANCES

24.1 **Allowances**

All Allowances payable for the life of this Agreement are listed in Clause 24.3 (1) to (19) (inc.) of this Agreement.

The Construction Work Allowance has been annualised and forms part of an Employees' Annual Rate of Pay for all Outside Staff and Supervisory Staff of Outside Staff.

Only the Allowances listed in this Agreement are maintained.

24.2 **Adjustment of Allowances**

The monetary allowances shall be varied on an annual basis in accordance with the Queensland Industrial Relations Commission issued General Ruling on Weekly increase in rates of pay in all State Awards.

24.3 **Allowances Payable**

- (1) **Cemetery Operations** – payable under relevant Awards.
- (2) **Confined Space** – An Employee required to work in a place that the dimension or nature of which necessitates working in a cramped position and without sufficient ventilation, shall be paid an allowance of Sixty-Eight cents (68¢) per Hour extra for the actual time such Employee is so employed.
- (3) **First Aid** – Payable to Council appointed First Aid Officers (payable under the relevant Awards).

- (4) **Kennel Cleaning** – An Employee required to clean animal kennels, other than merely by hosing them, shall be paid Four Dollars (\$4.00) per day.
- (5) **Leading Hand Allowance** – payable under the relevant Awards.
- (6) **Live Sewerage Allowance**

Live Sewer Definition: The “Guidelines for Applying Live Sewer Work Allowance” as detailed hereunder, shall apply to all staff engaged in sewerage maintenance and installations:–

Section 1: Employees Level 8 or above – Local Government Employees (Excluding Brisbane City Council) Award – State 2003 – Staff Employed as Plant Operators – Live Sewer Allowance does not apply inside the Wastewater Treatment Plants.

Section 2: Other Employees – Local Government Employees (Excluding Brisbane City Council) Award – State 2003.

Live Sewer Work Allowance shall apply as follows:–

- (a) Where live sewer work is carried out on a daily basis or as follows:–
- Clearing of Blockages in Sewerage Lines and Connection thereto (including Pumps). This includes clearing Chokes in Non-return Valves, etc., on site – a minimum of Four (4) Hours shall apply.
- (b) In Other Areas – Actual time worked in Live Sewer situation. Minimum of One (1) Hour to be charged. This includes areas where the Employee is:–
- (i) In direct Physical Contact with Sewage (e.g. standing in, or hands in, sewage);
 - (ii) Continually splashed by sewage;
 - (iii) Continually in direct aerial connection (in direct body contact) with spray or vapour which is emanating directly from live sewage.

Employees in doubt as to the Application of Live Sewerage Allowance should contact their Supervisor or Pay Section.

Notes:

- (A) Sewer – meaning all areas of the Sewerage System up to, but not including, the chlorinated effluent of the Wastewater Treatment Plant;
- (B) Direct Aerial Connection – shall be interpreted as working within the same confined area as a Sewer through which Sewage is flowing, such as a Wet Well, Manhole or Trench;
- (C) Where Aerial Connection with a Sewer or Septic Tank is blocked by a disc, plug, valve, water seal or other means – the Live Sewer Rate shall not apply;
- (D) All work carried out, where contact with Sewage is possible, shall be carried out using correct Protective Equipment and Procedures, as per the Workplace Health and Safety Act;
- (E) Where an Employee believes that circumstances are such that they may physically come into contact with spray, vapour or mist emanating from the Treatment / Infrastructure process – a Site Safety Inspection should occur and Employees’ duties be determined in accordance with the Site Safety Inspection Outcome.

Such Inspection should be undertaken by at least an Operator from the Plant, a Workplace Health and Safety Representative and an Employee involved in the activity. However, the initial Inspection should include a recognized Workplace Health and Safety Officer, Workplace Health and Safety Representative and a Council Union Representative;

- (F) Employees required to perform work under this Clause shall be paid for all time worked at the rate of single time in addition to the rate otherwise payable.

Section 3 – Other Employees – Engineering Award State 2002 – As above in Section 2, with the exception that a minimum of One (1) Hour can be claimed for cleaning down a Sewage Pump prior to dismantling for Maintenance.

- (7) **Meal Allowance** – payable under the relevant Awards.
- (8) **Mileage Allowance**
- (a) For Employees other than Employees under Building Services Public Sector Award – Sixty-Five cents (\$0.65) per kilometre;
- (b) Employees under Building Services Public Sector Award – Eighty-Three cents (\$0.83) per kilometre.
- (9) **Obnoxious or Toxic Substances** – payable under the relevant Awards; and to Treatment Plant Operators and Pump Attendants whilst handling Obnoxious and/or Toxic Substances.
- (10) **On Call Allowance**
- (a) **Inside Staff**
- (i) Council may instruct an Employee to be available to perform emergency work either remotely or through attendance at a Council work-site outside of his/her normal Working Hours.
- An Employee expected to perform work remotely (telephone/electronic link-up) outside his/her normal Working Hours shall be paid an allowance of Twenty Dollars (\$20.00) per Day for each Day the Employee is required to be available.
- The Employee must be instructed to be available for work and be readily accessible and in a fit state to perform the work to be eligible for the allowance. Having provision of the electronic means for contact or to perform the work remotely does not justify entitlement to this allowance.
- (ii) An Employee required to perform work at a Council worksite outside his/her normal Working Hours shall be paid an allowance of Twenty Dollars (\$20.00) per Day.
- (iii) The Employee must be instructed to be available for work and be readily accessible and in a fit state to perform the work and be within reasonable travelling distance of the worksite to be eligible for the allowance. Having provision of the electronic means for contact or to perform the work remotely does not justify entitlement to this allowance.
- (iv) Overtime rates shall apply if an Employee is required to leave home to perform emergency work.
- Overtime rates apply from the time of leaving home to commence work until the Employee returns home. Payment received shall not be less than Four (4) Hours at Ordinary time rates on the first occasion on any One (1) Day the Employee is required to leave home provided that:–
- (A) Any subsequent work performed away from home that occurs within the initial Four (4) Hour time period and does not extend beyond the Four (4) Hour time period, will not be subject to an additional payment;
- (B) Any subsequent requirement for an Employee to leave home to perform work will be paid at the appropriate Overtime rate for the actual time worked with no prescribed minimum.
- (v) If an Employee is required to perform work remotely or from home, then Overtime rates shall apply for all work performed on that day, from the time the Employee commences the emergency work until the Employee completes the work.

If an Employee is required to perform work on One (1) or more occasions in any One (1) Day, the payment received for that Day shall not be less than One (1) Hour's salary at Ordinary time rates.

- (vi) Any Employee subject to this Clause who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowances provided for in this Clause.

(b) **Operational Staff and Supervisory Inside Staff**

- (i) Monday to Friday – An Employee directed to remain On Call during any Day or Night outside their Ordinary Working Hours shall be paid Twenty Dollars (\$20.00) for each Day and/or Night during which the Employee remains On Call.
- (ii) Saturday – An Employee directed to remain On Call on Saturday shall be paid Thirty Dollars (\$30.00) during which the Employee remains On Call.
- (iii) Sunday or Public Holiday – Where an Employee is required to remain On Call on any Sunday or Public Holiday, the Employee shall be paid for such Sunday or Public Holiday, a sum equal to their pay for a working Day of Eight (8) Hours.

Provided that if any Employee whilst On Call is required to perform any other work for which rates of pay are fixed by this Agreement, the Employee shall be paid for the time so worked at the Overtime rate herein prescribed in lieu of the above rate and the sum above mentioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at Overtime rates bears to the period of Eight (8) Hours.

Provided further, if the time worked by the Employee at Overtime rates is Eight (8) Hours or more, then the Employee shall be entitled to receive only the amount earned by the Employee at Overtime rates.

(c) **General**

- (i) Employees directed to remain On Call must be able to be contacted, in a fit state to perform the work and be able to respond within a reasonable period of time.
- (ii) An Employee shall not be considered to be On Call due solely to a customary arrangement whereby the Employee returns to the Employer's premises outside Ordinary Hours to perform a specific job.

(d) **Call Back (Recall to Work) Allowance (applicable to On Call only)** – While on Call, the following Call Back provisions apply:–

- (i) An Employee recalled to work Overtime shall receive a minimum payment of Four (4) Hours at the prevailing Overtime rate. An Employee shall not be entitled to a minimum payment in respect of each callout worked within Four (4) Hours of the commencement of the first callout. Employees recalled to work Overtime may be required to perform additional work other than the initial response.
- (ii) Each subsequent call-out within the Four (4) Hours period will not receive minimum payment. Overtime is to be paid at normal Overtime rates for the actual time worked. Each subsequent call-out outside the Four (4) Hour call-out period will be deemed as a new call-out.
- (iii) This Sub-Clause shall not apply in cases where it is customary for an Employee to return to the Council's premises to perform a specific job (Rostered Overtime), or where the Overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(11) **Poison spraying** – This allowance is payable on a daily basis on rates determined under the relevant Award, including, but not limited to, pests and vermin, rats tail grass.

(12) **Recycle Disability Allowance** – This allowance will be paid to Employees who carry out machinery maintenance at Council's Recycling facility:–

- (a) Where an Employee who carries out planned preventative maintenance on a Saturday – a rate of Double Time will apply for the Hours worked;
 - (b) Where an Employee carries out urgent maintenance work Monday to Friday – a rate of Ordinary Time and a Half will apply for the Hours worked.
- (13) **Rubbish Allowance** – payable under the relevant Awards. Drivers of rubbish vehicles primarily engaged on the collection of refuse shall be paid Rubbish Allowance whilst directly engaged on refuse collection work in addition to their Ordinary Wages.
- (14) **Toilet Cleaning** – An Employee required to clean Public Toilets for:–
- (a) the majority of their shift or period of work, shall be paid Four Dollars (\$4.00) per day;
 - (b) for a portion of their shift or period of work, and is less than Four (4) Hours per Day shall be paid One Dollar and Fifty–Two Cents (\$1.52) per Day.
- (15) **Tool Allowance** – payable under the relevant Awards.
- (16) **Travel Allowance** – payable under the relevant Awards. For the Building Services Public Sector Award, in recognition for those Employees who are required to use their private vehicle to travel to multiple locations in a single day – the travel allowance payable will be Eighty–Seven Dollars (\$87.00) per Week.
- (17) **Truck, Crane or Straddle Allowance** – payable under the relevant Awards.
- (18) **Wet Pay – Rubbish** – payable under the relevant Awards. Employees primarily engaged in sanitary or refuse collection services shall be paid wet pay in addition to their ordinary wages.
- (19) **Working in the Rain Allowance** – payable under the relevant Awards.

24.4 **Higher Duties/Mixed Functions prior to Leave**

Higher Duties/Mixed Functions rates of pay shall apply where an Employee performs work at a higher level for Three (3) Days of the last Five (5) Days immediately prior to taking Annual Leave or Long Service Leave; and shall be paid that Leave at the rate applicable to the Higher Duties/Mixed Function.

All other Higher Duties/Mixed Functions shall be as per the relevant Awards.

25. TRAVEL

25.1 **Employees required to report to a Depot**

- (1) Where Council requires an Employee to report to the usual Depot and then travel to a job site located within Five (5) kilometres of the Depot, the Employee shall be responsible for their own travel to the job site and return.
- (2) Where Council requires an Employee to report to the usual Depot and then travel to a job site in excess of Five (5) kilometres from the Depot, the Council shall provide transport to the job site and return.
- (3) Where Council requires Employees to use their own Motor Vehicle to travel directly to a job site the Employee shall be paid a Mileage Allowance {Clause 24.3(8)} for that part of the trip that exceeds the distance between the Employee’s home and the usual Depot.

25.2 **Employees required to report directly to the Job Site**

- (1) Where Council requires an Employee to report directly to a job site any additional time taken to travel to the job site compared to travelling from the Employee’s home to the usual Depot shall be paid for at appropriate penalty rates.
- (2) Where Council requires Employees to use their own Motor Vehicle to travel directly to a job site the Employee shall be paid a Mileage Allowance {Clause 24.3(8)} for that part of the trip that exceeds the distance between the Employee’s home and the usual Depot.

25.3 **Alternative Arrangements**

Notwithstanding the provisions of Sub-Clauses 25.1 and 25.2 of this Clause, where there is agreement between the Employer and the majority of Employees concerned, different travelling arrangements may apply.

25.4 **Transfer from One Depot/Service Centre to Another**

- (1) At least Two (2) Weeks prior written notification shall be given to an Employee by Management when an Employee is required to transfer from one Depot/Service Centre to another Depot/Service Centre.
- (2) The notification shall include the commencement date at the new location and the likely duration of the transfer. Travel or private vehicle usage provisions shall apply for a period of Twelve (12) Months where the distance between the one Depot/Service Centre and another Depot/Service Centre is greater than Ten (10) kilometres but less than Twenty-Five (25) kilometres.
- (3) If written notification is not supplied, then payment for such travel expense to the other Depot/Service Centre shall apply for the Two (2) Weeks in accordance to Sub-Clause 24.3(8).
- (4) Where an Employee has been transferred from one Depot/Service Centre to another that exceeds Twenty-Five (25) kilometres that Employee will be eligible to be paid a Mileage Allowance {Clause 24.3(8)} for additional distance travelled in excess of Ten (10) kilometres from the former Depot/Service Centre to the new Depot/Service Centre for Two (2) Years from the date of the transfer.

Where an Employee has requested a transfer no travel allowance is payable or where an Employee alters his/her residential location to be within the Twenty-Five (25) kilometres distance to the new Depot/Service Centre the Mileage Allowance {Clause 24.3(8)} will no longer apply.

- (5) Where an Employee is transferred to another Depot/Service Centre and that Employee applies for and obtains another position within Council, the Mileage Allowance {Clause 24.3(8)} will no longer apply for the new position.

26. LEAVE

26.1 **Annual Leave Accrued**

Maximum of Eight (8) Weeks (or in the case of Shift Workers – Ten (10) Weeks) Annual Leave to be accrued, with excess Leave to be cleared within a Two (2) Year period.

26.2 **Carers' Leave**

Employee shall be entitled to use their Sick Leave entitlements for Carers' Leave as follows:–

- (a) For Outside Employees – Up to Fifteen (15) Days per Annum to provide care and support for immediate family or household members when they are ill;
- (b) For Inside Employees / Supervisory Staff / Surveyors – As per the Queensland Local Government Officers' Award 1998 State;

subject to the Conditions set out hereunder:–

- (1) The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (2) The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take Leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such Leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of the absence.
- (3) An Employee may take unpaid Carer's Leave by agreement with the Employer.
- (4) An Employee taking unpaid Carer's Leave may with the consent of their Employer work "make up time" under which the Employee takes time off Ordinary Hours and works those Hours at a later time, during the spread of Ordinary Hours provided by this Agreement.

26.3 **Compassionate / Bereavement Leave**

- (1) **Applicability** – An Employee to be granted:–
- (a) a maximum of Two (2) Days Compassionate Leave where a member of an Employee's immediate family or Employee's household contracts an illness or sustains an injury that poses a serious threat to life.
 - (b) Three (3) Days Bereavement Leave to attend the Funeral of any member of their Family.

This Leave applies to – Mother, Father, Guardian, Daughter, Son, Husband, Wife, Brother, Sister, Defacto Husband or Wife, Grandparents or Grandchildren, Mother-in-law, Father-in-law or Step-Child, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Aunt or Uncle, Niece or Nephew, same sex relationship Partner, or ex-spouse.

Leave for any other Family Member will be determined by the Chief Executive Officer.

Proof of such death shall be furnished by the Employee to the satisfaction of the Council if required.

- (2) **De Facto Relationship** – For the purposes of this Clause the words 'Wife' and 'Husband' shall include a person who lives with the Employee as a De Facto Wife or Husband.
- (3) **Unpaid Entitlement by Agreement** – Provided further that by Agreement with the Council, an Employee shall in addition to paid Compassionate Leave be entitled to reasonable Unpaid Compassionate Leave up to Five (5) Working Days.

Where an Employee has exhausted all Personal Leave entitlements including accumulated Leave entitlements – it shall be at the sole discretion of the Chief Executive Officer as to how much Unpaid Bereavement Leave they can take.

26.4 **Long Service Leave**

The entitlement of an Employee to Long Service Leave on Full Pay pursuant to this Agreement shall be as follows:–

- (1) From the signing of this Agreement, all Employees shall be eligible to take Long Service Leave after Ten (10) completed Years continuous Queensland Local Government service.
- (2) In the case of an Employee who has completed an initial period of Ten (10) Years' continuous service – Thirteen (13) Weeks multiplied by Normal Weekly Hours.
- (3) Employees shall be eligible to take pro-rata Long Service Leave after Five (5) Years of Service.
- (4) Any such pro-rata Leave taken in advance as per Sub-Clause 26.4(3) shall be deducted from the total amount calculated on completion of Ten (10) completed Years continuous Queensland Local Government service.
- (5) The minimum amount of Long Service Leave taken at any one time is Two (2) Days unless otherwise approved by the Director or Chief Executive Officer.
- (6) Eligible Long Service Leave entitlements will be able to be utilised at twice the Leave at Half the Pay – with the proviso that such Leave is taken only with the prior approval of the Chief Executive Officer.
- (7) All Employees shall be entitled to a proportionate payment on Termination or Resignation for Long Service Leave after Five (5) completed Years continuous service with the Employer.

Excepting that:–

- (a) Where an Employee has transferred to the Council from another Queensland Local Government, that Employee shall only be entitled to pro-rata payment for Long Service Leave once the Council is entitled to claim a pro-rata payment from the other Local Government; or
- (b) Employees terminated for serious misconduct; or

- (c) In cases of Maternity Leave, hardship or training purposes, pro-rata entitlements of Long Service Leave payments may be taken as Leave provided that all other avenues of Leave have been exhausted.

26.5 **Maternity Leave**

The provisions of this Clause apply to Long-Term Casual, Full-Time or Part-Time Employees of Council provided that:-

- (1) The Employee has completed a minimum of Twelve (12) Months continuous service with Council immediately preceding the commencement of the period of Maternity Leave.
- (2) The Employee produces a certificate from a Qualified Medical Practitioner stating the presumed date of confinement and confirming the pregnancy.
- (3) The Employee is entitled to an unbroken period of Leave up to Fifty-Two (52) weeks.
- (4) The Leave must not extend beyond the Child's first birthday.
- (5) Where an Employee continues to work within the Six (6) Weeks period immediately prior to the expected date of birth, or where the Employee elects to return to work within Six (6) Weeks after the birth of the Child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (6) The amount of paid Maternity Leave available to the Employee is Four (4) Weeks and can also be payable at half pay over an Eight (8) Week period.

Provided however, Part-Time Employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked.

Where the Employee is so entitled, Annual Leave or Long Service Leave entitlements may be taken with approval of the Chief Executive Officer.

- (7) For the purposes of the paid Maternity Leave provision, approved Unpaid Maternity Leave does not qualify eligible Employees for continuous employment provisions with regards to additional payments of paid Maternity Leave for subsequent births within a Twelve (12) Months period.
- (8) Paid Leave will be effective from the date of commencement of Leave and forms part of the Fifty-Two (52) Weeks Maternity Leave entitlement.

26.6 **Sick Leave**

- (1) **Entitlement** – Fifteen (15) Days (accruable) entitlement per Annum will apply to all Employees (other than a Casual Employee) provided that, in the first year of the Employee's employment only, the Employee shall be entitled to pro rata Sick Leave for each Month of Employment, and that any Leave so taken shall be deducted from the Employee's annual entitlement for that year.

Examples – For Outside Staff – Employees who have an Average of 38 Hours per Week work cycle will receive 114 Hours Sick Leave per Annum.

Examples – For Inside Staff – Employees who work a 7.25 Ordinary Hours each day (36.25 Hours per Week on 5 Days per Week) will receive 108.75 Hours Sick Leave per Annum.

- (2) **Certificate Required** – Notwithstanding anything contained in Sub-Clause (1) of this Clause, payment for absence from work through illness that in any instance exceeds Two (2) consecutive Days, shall be contingent upon production by the Employee concerned of either a certificate from a duly Qualified Medical Practitioner or signed Statutory Declaration satisfactory to the Chief Executive Officer or Director.

It is the responsibility of any Employee absent from work on account of sickness or injury to advise his/her Supervisor as soon as practicable of such absence and of its likely approximate duration.

- (3) **Limitation** – No limitation on the accumulation of Sick Leave entitlements shall be imposed.

- (4) Additional Sick Leave – The granting of Sick Leave with Pay over and above the requirements of this Clause shall be entirely at the discretion of the Chief Executive Officer.
- (5) Whilst on Annual Leave / Long Service Leave – If an Employee while absent from duty on Annual Leave 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 Two (2) Working Days, be entitled on application to have such period of illness which occurs during the Employee's Annual Leave debited to the Employee's Sick Leave entitlement and the Employee's Annual Leave entitlement shall be adjusted accordingly.
- The provisions of this Sub-Clause shall apply subject to the provisions of Sub-Clause (3) of this Clause.
- (7) Sick Leave/WorkCover Top Up – During the life of this Agreement Sick Leave entitlements may be utilised to 'top up' WorkCover payments to 100% of the pre injury substantive salary.

27. PRESCRIPTION SAFETY GLASSES

Council recognises the importance of protecting Employee's eyes at work and therefore Council will provide Australian Standard (AS/NZS 1337:1992 Eye protectors for industrial applications) approved safety glasses plastic frames to Employees who work in a high risk environment.

For an Employee who works in a high risk environment and requires prescription lenses to be fitted into the Council provided approved safety glasses frame – Council will contribute:–

- (a) Forty-Five Dollars (\$45.00) per annum towards the cost of Australian Standard (AS/NZS 1337:1992 Eye protectors for industrial applications) approved safety glasses frames; and
- (b) a maximum of Fifty Dollars (\$50.00) per annum towards the cost of purchase of new prescription lenses and/or replacement of such lenses.

28. INABILITY TO REPORT FOR WORK DUE TO ISOLATION

Where any Employee is isolated and accordingly unable to report for work at any of Council's Depots or premises from which that Employee's duties are conducted by means of plant and/or equipment being stationed there, shall be permitted Leave without Pay.

Such isolation, being caused by natural flood, bushfire or earthquake events, shall be deemed to confer Council's consent for such absence.

Employees who are absent from work will be able to access RDO/Annual Leave or TOIL for the period of isolation.

Where an Employee has been requested to attend work and that Employee subsequently becomes "stranded" due to flood, bush fire or natural disaster and is unable to return to their residence, will be permitted to seek reimbursement from Council for accommodation costs whilst isolated.

29. FATIGUE BREAK

An Employee who is required to work Overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of Two (2) Hours any part of which falls between 8:45 p.m. and 3:00 a.m., on a night preceding the performance of ordinary duty, must have Ten (10) consecutive Hours break between the termination of that Overtime and the commencement of Ordinary Duty.

If on the instructions of Council such an Employee resumes or continues work without having had such Ten (10) consecutive Hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall be entitled to be absent until he or she has had Ten (10) consecutive Hours off duty without loss of pay for ordinary working time occurring during such period.

30. CHRISTMAS/NEW YEAR CLOSE DOWN

Council may decide from one year to another to close the Administration Offices/Service Centres and/or its Depots over the Christmas/New Year period.

Council will undertake to advise Employees of Council's intention by 30th September each year.

31. SECONDMENT BY EMERGENCY SERVICES

When an Employee, by reason of membership of an emergency service agency, is required to absent himself or herself from work in order to assist or undertake such emergency work, that Employee shall be allowed Leave with Pay equivalent to the ordinary time earnings of such absence.

This shall not construe any responsibility on Council for the conduct of such assistance or work undertaken by the Employee during the secondment, or for any expenses incurred. This shall be in conjunction with the approval of the Chief Executive Officer.

32. DEFENCE RESERVE TRAINING

Leave may be granted to an Employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air Forces and where Leave is so granted and where the Service Pay received by such Employee is less than the Employee's ordinary rate of remuneration as an Employee employed by Council, then Council shall pay the Employee the amount of the difference between the Employee's Service Pay and the Employee's ordinary remuneration.

Service Pay for the purposes of this Clause means and includes all payments received by the Employee from Her Majesty's Forces in respect of Service, during the period of Service Leave, on whatever day or days, Monday to Friday both inclusive, of the week or weeks in question.

33. PROFESSIONAL MEMBERSHIPS / REGISTRATION & LICENSING FEES

33.1 Professional Memberships

When approved by Departmental Directors, Employees are entitled to be reimbursed the cost of professional memberships per annum, where it can be demonstrated that such a membership is directly linked to the Employee's current occupation.

This includes but is not restricted to the following:-

Institution of Engineers Australia, Certified Practicing Accountants, Australian Human Resource Institute, Environmental Health Australia, Planning Institute Australia and Australian Institute of Building Surveyors.

33.2 Registration and Licensing Fees

Employees who are required to hold a licence or certificate as a requirement of legislation for the performance of their work are entitled to have their registration and licence fees paid by Council. This excludes driving and plant operating licences.

Council accepts that there may be some Federal/State Government initiated changes to the registration or licensing costs for vehicles plant operators during the life of this Agreement; and agrees to negotiate through the Consultative Committee to consider the additional costs to Employees.

34. PAYMENT OF UNUSED SICK LEAVE

34.1 This Clause relates to former Employees of Burnett Shire Council as at 1st September, 1999, and who are entitled to payment of Unused Sick Leave as per Schedule A.

34.2 This Clause relates to former Employees of Bundaberg City Council as at 31st December, 2008, and who are entitled to payment of Unused Sick Leave as per Schedule B.

34.3 The payment for Unused Sick Leave will no longer apply to the Employees of Bundaberg Regional Council.

34.4 The payment of Unused Sick Leave as per Schedule A and B will be paid out over the next Four (4) Years in the following manner:-

- (1) Four (4) Weeks paid in the first full pay period after 31st May, 2009;
- (2) Four (4) Weeks paid in the first full pay period after 31st May, 2010;
- (3) Four (4) Weeks paid in the first full pay period after 31st May, 2011; and
- (4) Three (3) Weeks paid in the first full pay period after 31st August, 2011.

- 34.5 The payment of Unused Sick Leave does not affect the Employees accumulated Sick Leave balance or entitlement.
- 34.6 An Employee is permitted to receive their payment or make other arrangements in writing to finalise the payment outside of Clause 34.4 provided approval has been received from the Chief Executive Officer.
- 34.7 The payment calculation of Unused Sick Leave payout as per Schedules A and B will be based on the Employee's current Ordinary time rate at the time of the payment being made.

35. PAYMENT OF SALARIES

- 35.1 All Salaries shall be paid at least Fortnightly. Provided that by Agreement between Council and the Employee concerned, salaries may be paid Monthly.
- 35.2 For the purpose of calculating the amount payable Fortnightly, the annual salaries prescribed shall be divided by 26.
- 35.3 The payment of Salaries and Allowances shall be made to Employees by means of:-
- (1) Electronic Fund Transfer to a bank, building society or credit union or other financial institution nominated by the Employee receiving the salary or allowance where the Electronic Fund Transfer is of such an amount as will ensure to the Employee payment of salary and allowances in full at the place where payment is tendered; and/or
 - (2) Payment by cheque at a bank, building society, credit union or other financial institution nominated by the Employee receiving the salary or allowance, where the cheque is of such an amount of exchange as will ensure to the Employee payment of salary and allowances in full at the place where such payment is tendered.

36. SALARY PACKAGING

- 36.1 The Salary Rates prescribed in this Agreement may be taken by means other than money by an arrangement that:-
- (1) complies with current taxation rules;
 - (2) is of no additional cost to Council now or at some future time;
 - (3) is to be no less favourable to the Employee than the entitlements otherwise available under this Agreement.
- 36.2 Salary sacrifice will only take place where Council does not incur a tax liability and will be subject to Council's guidelines.

All Employees are to seek independent financial advice outlining limitations before salary sacrificing. Proof of such advice may be requested by Council.

37. SALARY INCREASE

In recognition of this Agreement, Employees covered by this Agreement will be granted the following Pay increases:-

- (1) An increase of 4.5% or \$35.10 per week whichever is the greater – commencing from the first full pay period after the 4th September, 2008;
- (2) An increase of 4.25% or \$34.65 per week whichever is the greater (or Australian CPI September Quarter whichever is the greater)

- commencing from the first full pay period after 4th September, 2009;
- (3) An increase of 4.25% or \$36.10 per week whichever is the greater (or Australian CPI September Quarter whichever is the greater)
 - commencing from the first full pay period after 4th September, 2010;

as per Schedules “C” to “G” attached.

38. REDUNDANCY

The Redundancy clause in the relevant Awards will be followed except for the payment of a Redundancy.

The payment of a Redundancy will be Two (2) Weeks Pay per year of service and a proportionate amount for an incomplete year of recognised service in Local Government paid at the Employee's current level will be paid to an Employee who has been made redundant by Council.

The minimum payment is Four (4) Weeks and the maximum is Fifty-Two (52) Weeks, provided that no Employee shall receive less than the severance benefit under the termination, change and redundancy statement of policy issued by Queensland Industrial Relations Commission.

39. NO FURTHER CLAIMS

The parties bound by this Agreement undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

SIGNATORIES TO WORKPLACE AGREEMENT

Signed for and on behalf of BUNDABERG REGIONAL COUNCIL..... Peter Byrne
In the presence of Christopher Joosen

Signed for and on behalf of the
Australian Workers' Union of Employees, Queensland..... W.P. Ludwig
In the presence of:..... Elaine Martin

Signed for and on behalf of the
Queensland Services, Industrial Union of Employees..... David Smith
In the presence of:..... Ian Buckley

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland A. Dettmer
In the presence of:..... Elizabeth Barlow

Signed for and on behalf of the Electrical Trades Union of Employees Queensland P.J. Simpson
In the presence of:..... Pat Rogers

Signed for and on behalf of the
Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees.... Michael Ravbar
In the presence of:..... R. Monaghan

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch) Hughie Williams
In the presence of:..... Karen Bow

Signed for and on behalf of The Association of Professional Engineers, Scientists
and Managers, Australia, Queensland Branch, Union of Employees Neil Henderson
In the presence of:..... Christina Vickers

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees Bradley O'Connell
In the presence of:..... J.V. Sharpe

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

SCHEDULE A

Schedule of Maximum "Sick Leave" Entitlements
Former Burnett Shire Council Staff as at 1st September, 1999

Employee	Start Date for Calculation	Maximum Accrued Leave at 01/09/1999	Maximum % Payout at 01/09/1999	Payable Attendance Productivity Benefit in Weeks at 01/09/1999	Productivity Benefit Paid in Full on Pay Day
SCHMEIDER Alfred John	15/01/1968	8.5209	100.00%	8.5209	Part-05/09/07
TREVOR Jeffrey Alexander	20/03/1972	12.5209	100.00%	12.5209	
IRWIN Maurice Scott	04/02/1974	12.5209	100.00%	12.5209	
REEPSDORFF Colin Harold	28/01/1975	12.5209	100.00%	12.5209	
MCDOWELL Andrew Evan	17/02/1975	12.5209	100.00%	12.5209	
RUSSELL Ronald Leslie Du	21/07/1975	12.5209	100.00%	12.5209	
RADEL Gary Dudley	14/11/1977	12.5209	100.00%	12.5209	
LAFHEY Geoffrey Ivan	27/01/1981	12.5209	100.00%	12.5209	
BENNETT Neville	09/03/1981	12.5209	100.00%	12.5209	
SCHUCH Gary Raymond	25/01/1982	4.099847	95.00%	3.894855	Part-23/02/07
LESTER Neale Thomas	15/02/1982	12.5209	95.00%	11.894855	
SCHERER Graham Alan	22/02/1982	12.5209	95.00%	11.894855	
CREEVEY Ramon Patrick	10/06/1982	12.5209	95.00%	11.894855	
LONG Robert Lloyd	19/09/1985	12.5209	75.00%	9.390675	
ARNDT Ross Murray	10/02/1986	9.854233	75.00%	7.390675	Part-30/01/08
MCDOWELL Ross Andrew	19/05/1986	12.5209	75.00%	9.390675	
WALK Geoffrey Allan	06/10/1986	12.5209	70.00%	8.764630	
HAYES Colin John	02/02/1987	12.5209	70.00%	8.764630	
VAUGHAN Dudley	02/02/1987	12.5209	70.00%	8.764630	
PATTINSON Michael Leonard	29/08/1988	5.854233	60.00%	3.512540	Part-25/07/08
GLOVER Stephen Robert	20/03/1989	5.854233	60.00%	3.512540	Part-17/09/08
CHILDS Peter Gavin	28/03/1989	12.5209	60.00%	7.512540	
RUSSELL Colin John	28/03/1989	12.5209	60.00%	7.512540	
LAWLEY Alan George	03/07/1989	12.5209	55.00%	6.886495	
BALDRY David Arthur	25/09/1989	12.5209	55.00%	6.886495	
POWNALL Bruce Clifford	04/06/1990	12.5209	55.00%	6.886495	
HOOD Russell William	07/03/1990	12.5209	55.00%	6.886495	
BISHOP Barry John	12/03/1990	12.5209	55.00%	6.886495	
EGAN Michael John	02/06/1980	12.5209	100.00%	12.5209	
DAVIS Louise Jocelyn	29/01/1985	12.5209	80.00%	10.016720	
COOPER Trevor James	12/06/1990	12.5209	55.00%	6.886495	
HOLLOWAY David Brian	02/08/1990	12.5209	50.00%	6.260450	
WALKER Trina Kay	03/12/1990	12.5209	50.00%	6.260450	
BYRNES Robert Keith	30/06/1986	7.187567	75.00%	5.390675	Part-06/08/08
ANDERSON James Norman	21/01/1991	12.5209	50.00%	6.260450	
BURNS Sharon Lee	09/10/1991	12.5209	45.00%	5.634405	
MCLAIN Christina Anna Y	06/07/1992	12.5209	40.00%	5.008360	
HAYWOOD Wayne Russell	24/11/1992	12.5209	40.00%	5.008360	
CARNEY Rose-Marie	11/02/1991	12.5209	50.00%	6.260450	
BORCHARD Colin Leslie	06/05/1994	12.5209	35.00%	4.382315	
WHILLANS David Adam	17/05/1994	12.5209	35.00%	4.382315	
HOPKINS Alan Terence	02/04/1990	12.5209	55.00%	6.886495	
NEIGHBOUR Russell Barry	03/02/1995	12.5209	25.00%	3.130225	
PENNINGH Dennis John	03/02/1995	12.5209	25.00%	3.130225	
KINGTON Donald Arthur	03/02/1995	12.5209	25.00%	3.130225	
BURKE Roderick John	28/02/1995	12.5209	25.00%	3.130225	
BEHRENS Peter Heinz	28/02/1995	12.5209	25.00%	3.130225	
BISHOP Peter John	16/10/1995	11.6554	20.00%	2.331080	
MURRAY Charles Francis	13/11/1995	0.306180	20.00%	0.061236	Part-23/09/08
BAYNTUN Selwyn Keith	02/02/1996	10.7322	20.00%	2.146440	
KIRBY Peter Henry	02/02/1996	10.7322	20.00%	2.146440	
TOSH Mark Stephen	02/02/1996	10.7322	20.00%	2.146440	
ANGER Brett Andrew	02/02/1996	10.7322	20.00%	2.146440	

BELL Rae Elizabeth	20/05/1996	9.8667	20.00%	1.973340
PORTER Bryan Christopher	30/09/1996	8.7704	15.00%	1.315560
RAINES Wayne Maurice	30/09/1996	8.7704	15.00%	1.315560
SMITH Susan Fay	29/10/1996	8.5396	15.00%	1.280940
SHIELD Melinda Joyce	26/03/1997	7.3279	15.00%	1.099185
WALMSLEY Kathryn Jane	21/04/1997	7.0971	15.00%	1.064565
WARD Robert Thomas	02/03/1998	4.5006	10.00%	0.450060

SCHEDULE B

Schedule of Maximum "Sick Leave" Entitlements
Former Bundaberg City Council Staff as at 31st December, 2008

Employee No.	Name	Commence Date	Years of Service	Vested % SBU	Weeks of Entitlement
3	May-Britt Mitchell	2/01/1997	12.00	62%	15.00
7	Paul Canniffe	5/04/1988	20.74	100%	15.00
8	John Carlile	7/10/1980	28.23	100%	15.00
9	Elissa Casarsa	10/08/1987	21.39	100%	15.00
11	Frank Buteux	13/01/1997	11.97	62%	14.00
14	Wayne Cunningham	1/03/1966	42.83	100%	15.00
15	Stephen Curran	17/01/1977	31.96	100%	15.00
16	Gail Downie	27/09/1976	32.26	100%	15.00
17	William Egan	23/03/1981	27.77	100%	15.00
20	Andrew Fulton	19/02/1990	18.87	90%	15.00
24	Michael Davis	20/02/1997	11.86	62%	3.53
25	Kathryn Findlay	14/05/1990	18.63	90%	15.00
26	Nancy Launchbury	19/09/1983	25.28	100%	15.00
27	Kenneth Bauer	24/02/1997	11.85	62%	9.00
28	Warren Lines	30/09/1982	26.25	100%	11.26
29	Ross Lituri	12/01/1976	32.97	100%	15.00
30	Eric Lye	5/02/1968	40.91	100%	15.00
31	Jason Maughan	26/03/1984	24.76	100%	15.00
33	Douglas Potter	6/05/1975	33.65	100%	15.00
34	Terence Lee	27/02/1997	11.84	62%	0.12
39	Robert Thompson	26/01/1977	31.93	100%	15.00
44	Estelle Quinlan	5/07/1982	26.49	100%	15.00
45	Raymond McInnerney	19/06/1979	29.53	100%	15.00
46	James Van Pelt	28/09/1998	10.26	58%	1.85
59	David Humphreys	30/09/1986	22.25	100%	4.87
62	Ross Harrison	24/08/1981	27.35	100%	15.00
65	Peta Browne	21/02/2000	8.86	50%	7.39
68	Debbie Derepas	15/12/1986	22.04	100%	15.00
84	Shane Banks	1/03/1999	9.83	54%	1.41
85	Peter Byrne	4/01/1972	36.99	100%	15.00
86	Lex Davis	10/02/1986	22.89	100%	9.34
88	James Forrest	31/08/1987	21.33	100%	15.00
90	Anthony Habermann	13/05/1985	23.63	100%	5.36
95	Gary Moore	24/09/1984	24.27	100%	9.95
96	Gregory Savage	26/04/1977	31.68	100%	15.00
101	Ian Higgins	5/04/1989	19.74	95%	15.00
105	Anthony Auer	11/08/1986	22.39	100%	15.00
106	Angelo Baggetto	18/12/1989	19.04	95%	15.00
107	Edward Baldry	28/03/1978	30.76	100%	15.00
109	Barry Boswyk	10/04/1989	19.73	95%	5.56
110	Robert Cross	13/02/1989	19.88	95%	15.00
112	Allan Emery	14/09/1981	27.30	100%	9.12
113	Danny English	7/09/1987	21.32	100%	9.99
115	Stefano Gastaldon	27/04/1999	9.68	54%	5.69
116	Graham Gott	7/06/1982	26.57	100%	15.00
119	Bruce Lavender	15/11/1982	26.13	100%	15.00
121	Rodney Lovett	17/09/1984	24.29	100%	7.47
122	Donald Muchow	19/01/1981	27.95	100%	15.00
124	Christopher Pashley	24/11/1980	28.10	100%	10.53
126	Glen Richter	13/03/1989	19.80	95%	15.00
127	Raymon Singleton	7/11/1988	20.15	100%	10.44
128	Raymond Taylor	3/05/1983	25.66	100%	10.15
129	William Wallace	23/01/1969	39.94	100%	15.00
130	Gregory Wixon	21/12/1988	20.03	100%	15.00
131	William Artis	17/06/1986	22.54	100%	1.49
143	Tony Noffke	2/05/1984	24.66	100%	15.00
145	Steven Schiffke	1/09/1988	20.33	100%	13.32

146	Desmond Shaxson	26/05/1975	33.60	100%	15.00
149	Robert Bartholdt	29/11/1982	26.09	100%	0.37
153	Ian Bryer	24/03/1980	28.77	100%	15.00
155	James Stanfield	6/09/1999	9.32	54%	11.90
156	Derek Rollans	30/09/1999	9.25	54%	3.28
157	Colin Glading	30/09/1999	9.25	54%	4.56
160	Gilbert Forgan	5/01/1970	38.99	100%	15.00
162	Kenneth Goodall	21/01/1974	34.94	100%	15.00
164	Terry Hartnett	16/03/1970	38.79	100%	15.00
166	Bruce Janke	2/01/1980	29.00	100%	15.00
169	Mervyn Kenny	30/12/1985	23.00	100%	11.14
172	David Mason	13/02/1989	19.88	95%	0.00
175	Keith Nicolle	9/02/1982	26.89	100%	5.70
176	Ross Orpin	18/01/1982	26.95	100%	10.46
177	Jonathan Raines	20/02/1989	19.86	95%	15.00
179	Jeffrey Rohdman	20/03/1978	30.78	100%	15.00
181	Richard Senyard	9/04/1980	28.73	100%	15.00
182	Martin Smith	18/01/1982	26.95	100%	15.00
184	Paul Taske	28/04/1986	22.68	100%	15.00
185	Kenneth Sinnamon	24/01/2000	8.94	50%	3.74
187	Elda Silvester	6/03/2000	8.82	50%	10.58
188	Paul Welsh	5/11/1979	29.16	100%	14.63
192	Kevin Bennett	25/03/1985	23.77	100%	0.50
193	Gary Goodman	21/04/1986	22.69	100%	0.50
195	Ken Howes	4/08/1980	28.41	100%	15.00
196	Ian Laing	2/03/1987	21.83	100%	15.00
200	Robert Allard	21/07/1980	28.44	100%	15.00
202	Alexander Atwell	26/02/1981	27.85	100%	13.72
203	Raymond Bakes	22/01/1973	35.94	100%	14.88
205	Robyn Laing	23/03/2000	8.77	50%	7.91
210	Kim Arvidsson	6/03/2000	8.82	50%	1.14
212	Shane Partridge	16/03/2000	8.79	50%	4.13
217	Brian Coney	28/02/1977	31.84	100%	15.00
218	Gary Dart	11/03/1983	25.81	100%	8.71
221	Wayne Bobin	4/04/2000	8.74	50%	3.93
222	Bruce Doyle	9/01/1978	30.98	100%	15.00
225	Raymond Pohlmann	3/04/2000	8.74	50%	2.61
226	Christopher Fixter	27/08/1984	24.34	100%	15.00
227	Joseph Galea	19/03/1968	40.78	100%	15.00
228	Gary Reinke	4/04/2000	8.74	50%	3.05
233	Stephen Hodge	6/03/1984	24.82	100%	12.45
235	Stephen Jacobsen	17/02/1975	33.87	100%	15.00
238	Michael Jump	5/04/1976	32.74	100%	15.00
241	Andrew Beaumont	8/05/2000	8.65	50%	4.65
245	Brian Lihs	29/01/1981	27.92	100%	15.00
253	Gregory Parsons	24/01/1985	23.94	100%	0.54
256	Barry Pershouse	20/08/1973	35.36	100%	15.00
260	Tony Samuels	28/08/1989	19.34	95%	5.26
261	Wayne Scotney	17/07/1986	22.46	100%	15.00
263	Wayne Simpson	20/09/1982	26.28	100%	15.00
265	Scott Skyring	7/07/1980	28.48	100%	8.80
273	Bradley Knauth	17/08/2000	8.37	50%	3.25
274	James Whittaker	24/08/2000	8.35	50%	9.48
279	Gary Skipper	11/09/2000	8.31	50%	2.94
280	Robert Hannay	18/09/2000	8.29	50%	0.58
281	Darren Andreassen	4/12/1989	19.08	95%	1.26
287	William Plant	3/10/2000	8.24	50%	6.14
288	Ross Simpson	19/02/1988	20.87	100%	13.44
289	Raymond Walsh	20/03/1989	19.78	95%	10.63
292	Anthony Shelton	24/06/2003	5.52	43%	3.14
294	Colin Watton	30/06/2003	5.50	43%	0.00
297	Bruce Goodall	2/05/1990	18.66	90%	6.93
300	Barry Lumsden	23/01/1975	33.94	100%	15.00
301	Peter Appo	5/08/2003	5.41	43%	1.91
303	Theo Haili	5/08/2003	5.41	43%	2.34
305	Wayne Chalmers	11/08/2003	5.39	43%	2.61

306	Barry Spence	8/02/1988	20.90	100%	15.00
307	William Thorpe	24/02/1976	32.85	100%	15.00
308	Edwin Tomlins	9/04/1986	22.73	100%	15.00
318	Glenys Zunker	29/09/2003	5.26	43%	5.08
319	Ian Stitt	9/07/1990	18.48	90%	15.00
324	Amanda Weekes	3/09/1990	18.33	90%	15.00
326	Lynelle Acquasanta	1/12/2003	5.08	43%	5.44
329	Roana O'Neill	5/01/2004	4.99	40%	2.78
331	Michael Corrigan	2/01/1991	18.00	85%	4.38
334	Julie Neill	5/01/2004	4.99	40%	2.34
335	Aaron Kelly	12/01/2004	4.97	40%	4.44
337	Michael Duggan	12/01/2004	4.97	40%	0.04
340	Rachel Hood	22/01/2004	4.94	40%	3.89
345	Kerry Dalton	8/03/2004	4.81	40%	0.26
346	Hugh Byrnes	8/03/2004	4.81	40%	3.87
360	Trevor Dawes	23/03/2004	4.77	40%	0.53
361	Joshua Mathison	23/03/2004	4.77	40%	2.02
369	Michael Maltby	1/04/2004	4.75	40%	0.09
375	Peter Nowland	11/05/2004	4.64	40%	0.14
377	Jon McLucas	16/04/1991	17.71	85%	0.45
378	Brian Dean	9/05/1991	17.64	85%	0.11
380	Trevor Fellows	3/06/1991	17.58	85%	11.32
382	Terry Atwell	25/05/2004	4.60	40%	0.21
385	Susan Gammon	24/06/1991	17.52	85%	13.95
388	Mark Dawson	28/05/2004	4.59	40%	0.11
389	Mark Reynolds	21/06/2004	4.53	40%	0.13
392	Michael French	22/06/2004	4.53	40%	0.60
394	Barry White	7/10/1991	17.23	85%	4.38
402	Bradley Geaney	13/01/1992	16.97	80%	15.00
403	Kevin Harris	1/04/1997	11.75	62%	9.16
407	Darren Hart	28/01/1992	16.93	80%	0.67
409	Bonita Killip	19/07/2004	4.45	40%	3.84
410	Thomas McLaughlin	19/07/2004	4.45	40%	2.82
411	James Nelson	14/04/1997	11.71	62%	8.18
414	Ian Routledge	21/04/1997	11.69	62%	5.27
416	Troy Bayliss	9/08/2004	4.39	40%	0.52
417	Christian Larsen	7/05/1997	11.65	62%	2.03
419	Clayton Halpin	7/05/1997	11.65	62%	8.66
422	Alexander Duffy	12/08/2004	4.39	40%	0.03
429	Chantell Martens	6/09/2004	4.32	40%	1.75
432	Craig Hess	14/09/2004	4.30	40%	0.15
433	Kevin Bailey	28/07/1997	11.43	62%	0.37
434	Jodie Bowden	11/08/1997	11.39	62%	10.60
435	John McGovern	14/09/2004	4.30	40%	2.16
438	Kym Kneebone	14/05/1992	16.63	80%	12.84
443	Hugh Latimer	22/09/1997	11.28	62%	3.36
448	Malcolm Small	20/09/2004	4.28	40%	1.51
451	Angela Wondrock	15/12/1997	11.04	62%	10.49
455	Michele Flick	18/10/2004	4.20	40%	2.72
458	John McMullen	1/11/2004	4.17	40%	4.30
463	Kim Ovens	16/03/1998	10.79	58%	10.17
465	Jason Goodman-Jones	30/03/1998	10.75	58%	0.18
467	Matthew Marano	15/11/2004	4.13	40%	1.44
471	Wendy Jeffs	1/07/1998	10.50	58%	6.96
475	Andrew Gill	29/11/2004	4.09	40%	1.61
478	Warren Wrangell	4/12/2004	4.08	40%	0.00
482	Trevor Beath	16/11/1992	16.13	80%	1.81
486	Glenn Haworth	16/11/1992	16.13	80%	6.08
501	Bruce Dalrymple	16/11/1992	16.13	80%	15.00
506	Stephen Savage	30/11/1992	16.08	80%	5.73
508	Trevor Jensen	18/01/1993	15.95	75%	15.00
515	Peter Rankin	18/01/1993	15.95	75%	0.50
539	Valerie Andrewartha	1/03/1993	15.83	75%	1.08
619	Jill Fulcher	7/02/1994	14.90	72%	15.00
622	Anthony Riley	14/07/1998	10.46	58%	5.47
624	Debra Hargreaves	4/01/1994	14.99	72%	12.18

629	Stuart Smith	16/07/1998	10.46	58%	0.28
646	Gary Blackburn	28/03/1994	14.76	72%	3.31
649	Glenn Haywood	28/03/1994	14.76	72%	0.20
650	Gregory Haywood	28/03/1994	14.76	72%	2.35
661	James Parrott	28/03/1994	14.76	72%	0.80
662	Norman Sampson	28/03/1994	14.76	72%	5.73
663	Wayne Silcox	28/03/1994	14.76	72%	7.08
669	Ian Watchorn	28/03/1994	14.76	72%	0.59
676	Kenneth Houston	11/04/1994	14.72	72%	0.99
682	Peter Black	25/04/1994	14.68	72%	11.51
693	Grant Connelly	9/05/1994	14.64	72%	0.77
694	Carol Mastroieni	4/05/1994	14.66	72%	0.82
697	Lloyd Burford	16/05/1994	14.63	72%	13.55
717	Terence Dugdale	4/08/1994	14.41	72%	4.98
723	Laurence Coates	15/08/1994	14.38	72%	12.96
746	Clayton Rogers	21/11/1994	14.11	72%	15.00
748	John Juillerat	9/01/1989	19.98	95%	6.49
751	Michael Clerke	12/12/1994	14.05	72%	15.00
755	Stephen Moore	3/01/1995	13.99	70%	13.51
761	Brett Heidke	23/01/1995	13.94	70%	12.38
762	Wayne Rethamel	23/01/1995	13.94	70%	11.50
768	Michel Jenner	13/02/1995	13.88	70%	15.00
769	Brian McMaha	20/02/1995	13.86	70%	11.28
792	Micheal Wondrock	30/10/2000	8.17	50%	2.99
806	Anthony Keleher	22/01/2001	7.94	49%	8.56
807	Heidi Mason	2/05/1995	13.66	70%	15.00
808	David Knights	2/05/1995	13.66	70%	4.43
810	Ronald Roberts	23/01/2001	7.94	49%	2.67
812	Leonard Williams	6/02/2001	7.90	49%	5.28
813	Kevin Roberts	6/02/2001	7.90	49%	2.87
817	Murray Bradford	8/05/1995	13.65	70%	4.71
818	Graham Hood	7/03/2001	7.82	49%	4.97
819	Kenneth Chippendale	1/03/2001	7.83	49%	0.52
820	Thomas Hall	13/03/2001	7.80	49%	10.13
823	Fiona McLucas	29/05/1995	13.59	70%	4.57
824	Steven Bowden	6/11/2000	8.15	50%	10.59
827	Glenys Zimmerlie	9/04/2001	7.73	49%	2.13
828	Brett Heidrich	3/07/1995	13.49	70%	2.54
829	Jaylene Rogers	30/04/2001	7.67	49%	0.12
834	Kenneth Moar	8/08/1995	13.40	70%	9.85
842	Jennifer Fritz	28/05/2001	7.59	49%	5.65
846	Gayle Read	2/07/2001	7.50	49%	9.54
853	Paul Roberts	30/07/2001	7.42	49%	1.20
865	Peter Wilson	11/09/1995	13.31	70%	7.42
870	Doriano De Lorenzi	2/10/1995	13.25	70%	6.82
872	Allan Samuels	19/10/1995	13.20	70%	3.03
874	Terry Clem	30/10/1995	13.17	70%	0.69
876	Graeme Boughton	13/11/1995	13.13	70%	0.05
883	Peter Glover	29/01/2002	6.92	46%	4.05
884	Sherri Secomb	15/01/2002	6.96	46%	5.53
885	Shane Smoothy	17/01/2002	6.96	46%	2.34
887	Joan Callander	30/01/2002	6.92	46%	5.31
897	Douglas Fletcher	20/05/2002	6.61	46%	3.19
898	Ashley Gleeson	8/01/1996	12.98	66%	4.90
901	John Duffield	15/01/1996	12.96	66%	15.00
911	Alan Kleidon	5/03/1996	12.82	66%	2.77
930	Michelle Zimmerlie	10/04/1996	12.73	66%	10.34
931	Donna Rethamel	2/05/1996	12.66	66%	15.00
941	Wendy Saunders	30/09/2002	6.25	46%	8.05
943	Stephen Sakrzewski	7/10/2002	6.23	46%	6.62
944	Neil Chisholm	3/06/1996	12.58	66%	4.25
946	Debbie Stubberfield	5/06/1996	12.57	66%	10.92
955	Sharon Christie	16/12/2002	6.04	46%	0.06
957	Amy Warmington	15/01/2003	5.96	43%	6.06
962	Trent Spry	10/03/2003	5.81	43%	0.09
964	Brett Lane	7/04/2003	5.73	43%	0.36

965	Sandra Ward	20/11/1995	13.11	70%	15.00
968	Roy Sheridan	5/09/1996	12.32	66%	5.45
970	John Dobbs	16/09/1996	12.29	66%	0.92
971	Wayne Todd	2/04/2003	5.75	43%	3.48
972	Bruce Bohl	2/04/2003	5.75	43%	3.46
973	Nicole Howcroft	14/04/2003	5.71	43%	0.39
983	James McDowell	23/10/1996	12.19	66%	5.93
986	Shaun Enever	23/10/1996	12.19	66%	2.83
991	Frank Wallwork	5/11/1996	12.16	66%	2.12

SCHEDULE C

Wages Schedule for Inside Staff

Level	Current Salary Scale	Commencing from the 1st full Pay Period after 4th September 2008	Commencing from the 1st full Pay Period after 4th September, 2009	Commencing from the 1st full Pay Period after 4th September, 2010
1.1	\$38,223	\$40,049	\$41,850	\$43,729
1.2	\$38,842	\$40,668	\$42,469	\$44,348
1.3	\$39,702	\$41,528	\$43,329	\$45,208
1.4	\$40,613	\$42,441	\$44,245	\$46,125
1.5	\$41,564	\$43,434	\$45,280	\$47,204
1.6	\$42,520	\$44,433	\$46,322	\$48,290
2.1	\$43,476	\$45,432	\$47,363	\$49,376
2.2	\$44,455	\$46,455	\$48,429	\$50,488
2.3	\$45,439	\$47,484	\$49,502	\$51,606
2.4	\$46,418	\$48,506	\$50,568	\$52,717
3.1	\$47,402	\$49,535	\$51,640	\$53,835
3.2	\$48,386	\$50,563	\$52,712	\$54,953
3.3	\$49,370	\$51,592	\$53,785	\$56,070
3.4	\$50,477	\$52,748	\$54,990	\$57,327
4.1	\$51,708	\$54,035	\$56,331	\$58,725
4.2	\$52,973	\$55,357	\$57,709	\$60,162
4.3	\$54,238	\$56,679	\$59,088	\$61,599
4.4	\$55,505	\$58,003	\$60,468	\$63,037
5.1	\$56,768	\$59,322	\$61,844	\$64,472
5.2	\$58,035	\$60,647	\$63,224	\$65,911
5.3	\$59,299	\$61,968	\$64,601	\$67,347
6.1	\$61,405	\$64,168	\$66,896	\$69,739
6.2	\$63,515	\$66,373	\$69,194	\$72,135
6.3	\$65,626	\$68,579	\$71,494	\$74,532
7.1	\$67,732	\$70,780	\$73,788	\$76,924
7.2	\$69,842	\$72,985	\$76,087	\$79,321
7.3	\$71,948	\$75,186	\$78,381	\$81,713
8.1	\$74,479	\$77,831	\$81,138	\$84,587
8.2	\$77,010	\$80,475	\$83,896	\$87,461
8.3	\$79,539	\$83,118	\$86,651	\$90,334
8.4	\$81,913	\$85,599	\$89,237	\$93,030
8.5	\$84,289	\$88,082	\$91,825	\$95,728
Junior Rates				
Under 17	\$21,023	\$22,027	\$23,017	\$24,051
17	\$22,934	\$24,029	\$25,110	\$26,237
18	\$26,756	\$28,034	\$29,295	\$30,610
19	\$30,578	\$32,039	\$33,480	\$34,983
20	\$34,401	\$36,044	\$37,665	\$39,356

SCHEDULE D

Wages Schedule for Outside Staff (Others)

Level	Current Salary Scale	Commencing from the 1st full Pay Period after 4th September 2008	Commencing from the 1st full Pay Period after 4th September, 2009	Commencing from the 1st full Pay Period after 4th September, 2010
1	\$37,640	\$39,466	\$41,267	\$43,146
2	\$38,810	\$40,636	\$42,437	\$44,316
3	\$39,395	\$41,221	\$43,022	\$44,901
4	\$39,985	\$41,811	\$43,612	\$45,491
5	\$40,570	\$42,396	\$44,197	\$46,076
6	\$41,751	\$43,630	\$45,484	\$47,417
7	\$42,966	\$44,900	\$46,808	\$48,797
8	\$44,243	\$46,234	\$48,198	\$50,247
9	\$45,564	\$47,615	\$49,639	\$51,748

SCHEDULE E

Wages Schedule for Outside Staff (Building Trades)

Level	Current Salary Scale	Commencing from the 1st full Pay Period after 4th September 2008	Commencing from the 1st full Pay Period after 4th September, 2009	Commencing from the 1st full Pay Period after 4th September, 2010
1	\$40,591	\$44,900	\$46,808	\$48,798
2	\$42,557	\$46,234	\$48,199	\$50,247
3	\$44,523	\$47,615	\$49,639	\$51,748

SCHEDULE F

Wages Schedule for Outside Staff (Engineering)

Level	Current Salary Scale	Commencing from the 1st full Pay Period after 4th September 2008	Commencing from the 1st full Pay Period after 4th September, 2009	Commencing from the 1st full Pay Period after 4th September, 2010
C10	\$40,570	\$42,396	\$44,197	\$46,076
C9	\$42,119	\$44,900	\$46,808	\$48,798
C8	\$43,662	\$46,234	\$48,199	\$50,247
C7	\$45,212	\$47,615	\$49,639	\$51,748
C6	\$48,523	\$50,707	\$52,862	\$55,108
C5	\$52,366	\$54,723	\$57,048	\$59,473
C4	\$54,333	\$56,778	\$59,191	\$61,706
C3	\$58,265	\$60,887	\$63,475	\$66,172

SCHEDULE G

Wages Schedule for Supervisory Staff

Level	Current Salary Scale	Commencing from the 1st full Pay Period after 4th September 2008	Commencing from the 1st full Pay Period after 4th September, 2009	Commencing from the 1st full Pay Period after 4th September, 2010
2.1	\$44,724	\$50,121	\$52,251	\$54,472
2.2	\$45,703	\$51,218	\$53,394	\$55,664
2.3	\$46,687	\$52,321	\$54,544	\$56,862
2.4	\$47,666	\$53,417	\$55,688	\$58,054
3.1	\$48,650	\$54,520	\$56,838	\$59,253
3.2	\$49,634	\$55,623	\$57,987	\$60,452
3.3	\$50,618	\$56,727	\$59,137	\$61,651
3.4	\$51,725	\$57,967	\$60,431	\$62,999
4.1	\$52,956	\$59,347	\$61,869	\$64,498
4.2	\$54,221	\$60,764	\$63,347	\$66,039
4.3	\$55,486	\$62,182	\$64,825	\$67,580
4.4	\$56,753	\$63,602	\$66,305	\$69,123
5.1	\$58,016	\$65,017	\$67,780	\$70,661
5.2	\$59,283	\$66,437	\$69,261	\$72,204
5.3	\$60,547	\$67,853	\$70,737	\$73,743
6.1	\$62,653	\$70,214	\$73,198	\$76,309
6.2	\$64,763	\$72,578	\$75,663	\$78,878
6.3	\$66,874	\$74,944	\$78,129	\$81,449
7.1	\$68,980	\$77,304	\$80,590	\$84,015
7.2	\$71,090	\$79,668	\$83,054	\$86,584
7.3	\$73,196	\$82,029	\$85,515	\$89,150
8.1	\$75,727	\$84,865	\$88,472	\$92,232
8.2	\$78,258	\$87,702	\$91,429	\$95,315
8.3	\$80,787	\$90,536	\$94,383	\$98,395
8.4	\$83,161	\$93,196	\$97,157	\$101,286
8.5	\$85,537	\$95,858	\$99,932	\$104,180