

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**North Burnett Regional Council Certified Agreement 2008  
(CA/2008/336)**

DEPUTY PRESIDENT SWAN

23 December 2008

CERTIFICATE

This matter coming on for hearing before the Commission on 23 December 2008 the Commission certifies the following written agreement:

North Burnett Regional Council Certified Agreement 2008 (CA/2008/336) [as amended]

made between:

- North Burnett Regional Council (ABN 23 439 388 197)
- Queensland Services, Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees

The agreement was certified by the Commission on 23 December 2008 and shall operate administratively from 25 September 2008 and will have effect from the date of certification by the Queensland Industrial Relations Commission (i.e. 23 December 2008) until its nominal expiry on 24 September 2011.

This agreement cancels:

- AG2006/2816 (Perry Shire Council Enterprise Bargaining Certified Agreement 2005);
- CA/2006/33 (Perry Shire Council Enterprise Bargaining Certified Agreement 2005);
- AG2005/3006 (Mundubbera Shire Council Certified Agreement 2004);
- CA/2005/76 (Mundubbera Shire Council Certified Agreement 2004);
- AG2004/2695 (Monto Shire Council, Federal Award Employees, Certified Enterprise Bargaining Agreement 2004);
- CA/2004/289 (Monto Shire Council, State Award Employees, Certified Agreement 2004);
- AG847810 (Gayndah Shire Council Local Government Employees Enterprise Agreement 2006);
- CA/2006/52 (Gayndah Shire Council Local Government Employees Enterprise Agreement 2006);
- CA/2005/118 (Eidsvold Shire Council Enterprise Bargaining Certified Agreement 2004);
- AG839689 (Eidsvold Shire Council Enterprise Bargaining Certified Agreement 2004); and
- #072292394 (Biggenden Shire Council Employee Collective Workplace Agreement 2007).

By the Commission.

D.A. SWAN  
Deputy President

**NORTH BURNETT REGIONAL COUNCIL – CERTIFIED AGREEMENT 2008**

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## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the North Burnett Regional Council Certified Agreement 2008.

### **1.2 Purpose of the Agreement**

The purpose of this Agreement is to provide a formalised, fundamental and underpinning basis which will best ensure the realisation of the collective and individual objectives of the North Burnett Regional Council and its employees.

#### *1.2.1 Aim of this Agreement*

The aim of this Agreement is:

- (a) to improve productivity and efficiency within the Council;
- (b) to facilitate greater flexibility of working arrangements within the framework of this Agreement;
- (c) to ensure continued Local Government reform, using a consultative approach;
- (d) to provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement; and
- (e) to provide the time, resources, processes and people for the above to occur.

#### *1.2.2 Objectives of the Agreement*

The objectives of this Agreement are:

- (i) Increase both accountability and responsiveness to the community and deliver significant benefits to the customers of the Council.
- (ii) Participation by Council, management, employees and their unions and customers in the continuous improvement process particularly in the development of more efficient work practices and quality improvement.
- (iii) Use of Council's best endeavours to maintain employment security for all permanent employees.
- (iv) Achieve (best practice) in the areas of service level to customers, and Equal Employment Opportunity, Occupational Health and Safety and Environmental performance.
- (v) Develop a team approach and a more co-operative working environment.
- (vi) Remove discriminatory practices and procedures.
- (vii) To provide fair and equitable salary and conditions of employment
- (viii) To promote Workplace Health and Safety with a view to eliminating workplace safety risks, accidents and injuries.

### **1.3 Objectives Attainment Method**

The following process and actions have been identified as a means by which the Objectives of this agreement can be attained.

#### **1.3.1 Balanced Scorecard – Efficiency, Effectiveness and Community Acceptability.**

Parties to the Agreement agree to negotiations directed towards improvements 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 high standard of acceptable service and production which aims to satisfy the "Balanced Scorecard" assessment of efficiency, effectiveness and community acceptability 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 EEO management plans;
- (c) 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) participative implementation of Local Government Act, regulations and Local Laws;
- (i) in association with these measures agreement may also be reached on more flexible employment conditions on the basis that the Agreement as a whole does not disadvantage any employees in relation to their terms and conditions of employment.
- (j) any decision resulting from negotiations will be subject to agreement between the parties.

### 1.3.2 *Productivity Measurement*

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

The Parties agree that quantitative measurement of productivity is not necessarily the most appropriate measure in the service sector, particularly in Local Government and as such consider that performance measurement is best attained through an assessment that considers efficiency, effectiveness and community acceptance..

The Parties recognise that improved service to the public and internal clients constitutes a productivity increase within Council.

Where possible, the Parties will aim to improve the quality, efficiency and accessibility of client services, and will also aim to reduce the cost involved in the provision of such services.

The Parties agree, through consultative processes, to explore the development of performance indicators. Performance indicators may include, but will not necessarily be restricted to:

- (a) quality;
- (b) throughput;
- (c) timeliness;
- (d) occupational health and safety;
- (e) cost of service provision;
- (f) environmental issues;
- (g) level, distribution and appropriateness of training;
- (h) employee participation; and
- (i) resource management.

The Parties agree that the following principles will apply in the development of performance indicators:

- (a) performance indicators will be jointly developed between the parties;
- (b) performance indicators will be developed in a manner so as to assess efficiency, effectiveness and community acceptability
- (b) performance indicators must take into account quality of service provision in addition to cost considerations;
- (c) performance indicators must be easily understood by the workforce;
- (d) performance indicators must relate to measures directly affected by management and workforce;
- (e) performance indicators measure overall Council performance, not individual or team performance. They are not linked to processes dealing with individual performance planning and review/performance appraisal, or unsatisfactory work performance;
- (f) such indicators are to be developed by the LGEG the members of such Group being responsible to ensure that the parties they represent are satisfied with the indicators; and
- (g) performance indicators will not be based on trade-offs, short term cost cutting measures or simply the notion of savings being made through reductions of services to the community.

## 1.4 Application and Parties Bound

The Parties to the Agreement shall be:

- 1) NBRC -North Burnett Regional Council;
- 2) QSU - Queensland Services, Industrial Union of Employees
- 3) AWU – The Australian Workers' Union of Employees, Queensland;
- 4) FEDFA/CFMEU - Federated Engine Drivers' and Firemen's Association of Queensland Union of Employees /The Construction, Forestry, Mining and Energy, Industrial Union of Employees' Queensland;
- 5) LHMU – Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

and their members or persons eligible to be their members employed by Council under the relevant Awards.

This agreement replaces in its entirety and terminates/cancels all existing union and non union collective agreements in existence as a matter of law within either the state or federal jurisdiction that applied to the former councils and as a result of the amalgamation the newly created North Burnett Regional Council.

## 1.5 Date of Operation

After Certification of this Agreement by the QIRC the parties agree to retrospectively apply the terms of the Agreement on and from 25 September 2008. The nominal expiry date for the agreement will be 24 September 2011.

## 1.6 Review of Certified Agreement

The parties agree to recommence negotiation of the agreement at least six (6) months before 24 September 2011 with a view to having a new agreement certified two (2) months before the expiration of this Agreement.

## 1.7 Posting of Agreement

A true copy of this Agreement shall be displayed in the workplace with convenient access to employees.

## 1.8 Relationship to Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with the Awards listed below, provided that where there is any inconsistency between this agreement and the awards, this agreement shall prevail to the extent of the inconsistency.

1. The Queensland Local Government Officers Award 1998 State
2. Local Government Employees' (Excluding Brisbane City Council) Award – State 2003;
3. Order for Apprentices & Trainees Wages & Conditions (Excluding Certain Queensland Government Entities).
4. Family Leave Award
5. Award For Accommodation And Care Services Employees For Aged Persons – South- Eastern Division 2004

## 1.9 Local Government Employment Group (LGEG)

As a practical vehicle to facilitate negotiations between, staff, unions and management and to implement this agreement, the LGEG has been established. The LGEG shall consist of the Mayor, a Council nominated Councillor, Chief Executive Officer, Director Corporate Services, Director Works and Services, one (1) union official per union, one (1) union delegate and one (1) observer from each union from each community workforce. The LGEG shall meet bi annually. In terms of the renegotiation of this agreement the constitution of the LGEG will be expanded to include two (2) union delegates as opposed to one (1).

## PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

### 2.1 Local Government Workforce Transition Code of Practice

- 2.1.1 As a result of the Queensland Local Government reform processes, the North Burnett Regional Council acknowledges its responsibilities and obligations in accordance with the *Local Government Workforce Transition Code of Practice* as prepared by the Queensland State Government – August 2007.
- 2.1.2 The parties agree to extend the application of clause 8.6 (Redeployment), 8.7 (Transfers)and of the Code until the term of this agreement (24.9.11) all other terms of the code will expire in accordance with the relevant 'sunset' dates as provided for under the code.

2.1.3 The parties agree to extend the application of clause 8.5.2 (b) of the code until the term of this agreement (24.09.11).

## **2.2 Job Security/Contracting Out**

Council is committed to maintaining a core permanent workforce where possible. The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council. The Council will utilise their personnel before any work is contracted out.

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

- (a) training, up skilling and educating employees and providing retraining where appropriate;
- (b) career development and equal opportunity;
- (c) using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
- (d) Employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under any 'Award' or this Agreement;
- (e) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation.
- (f) the Council will continue to manage its workforce in order to minimise the need for involuntary labour reduction in the future. The Council will consult with the relevant Union(s) and its delegates and explore all viable alternatives to involuntary labour reduction.
- (g) the Council is committed to retaining six offices and six depots, however if circumstances dictate that any such closure is necessary the council reserves its right to implement same, having regard to its obligations under TCR and to consult with the unions and employees under this agreement.
- (h) not entering into any joint or shared arrangement that is not wholly owned by local government whereby such arrangement would erode the core permanent workforce.

## **2.3 Project Work**

2.3.1 The parties agree that if Council tender for and are successful in a tendering process for project work that is not part of Councils general work then the Council will convene a meeting between the relevant union and management to agree on a project agreement which includes but is not limited to rates of pay, hours of work etc.

2.3.2 Any agreement that is reached shall be endorsed by those employees directly affected there Unions and the Council and recorded in a signed memorandum of understanding prior to any work commencing on the project. Such agreement may only be reached if Council is able to pass on any increase in rates of pay to the third party.

## **2.4 Grievance Procedures**

In the event of any disagreement between the Parties as to the interpretation or implementation of this Agreement, the following procedure will be followed.

Except where a bona fide health and safety issue is involved, the Parties shall ensure the continuation of work and customary work practices.

Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept re-assignment or alternative suitable work/work environment in the meantime.

- (i) The matter is to be discussed with the employee/s concerned, an accredited Union delegate/representative (at the discretion of the employee/s) and the immediate supervisor in the first instance;
- (ii) If the matter is not resolved, it shall be referred to the appropriate management representative who shall, within 24 hours or as otherwise agreed, arrange a conference of the parties to discuss the matter;
- (iii) If the matter remains unresolved, it shall be referred to the Chief Executive Officer or Council representative and appropriate Union representatives (at the discretion of the employee/s) for discussion and appropriate action;

- (iv) If the matter remains unresolved, then the dispute shall be referred to the NBRC nominated representative and the relevant Union with a view to a further conference between the parties at a local level. Representatives of these respective Associations shall make all such suggestions and do all such things as appear to them to be right and proper bringing about the settlement of the dispute.
- (v) If still unresolved, the matter may then be referred by either party to the Queensland Industrial Relations Commission. The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary.

## **PART 3 – WAGES AND ALLOWANCES**

### **3.1 Wages**

#### **3.1.1 Parity Adjustment**

The parties acknowledge that as this is the first certified agreement for the North Burnett Regional Council following the amalgamation of the former Shires of Biggenden, Eidsvold, Gayndah, Monto, Mundubbera and Perry, that a parity adjustment in over award wage payments is required in order to standardise wages for the various employment classifications levels. It is further acknowledged that the former *Monto Shire Council* provided the highest level of over award payment of \$100.00 per employee /per week when the certified agreements of the amalgamating Councils are compared.

In order to achieve parity, all employees (with the exception of employees from the former Monto Shire Council) that are captured under this agreement will have their wages increased so as to reflect the level of over award payment currently received by employees of the former Monto Shire Council. This parity adjustment will apply retrospectively as from 25 September 2008.

#### **3.1.2 Wage Case Decisions**

In addition to any wage increases as detailed in Clause 3.1.1 of this agreement, any state wage case decisions and amendments to the parent awards as determined by the Queensland Industrial Relations Commission that may occur during the life of this agreement will be passed on to employees. To remove any doubt the State Wage Case increases will not be absorbed rather they will be paid in addition to the existing rates of pay and council will ensure that employees rates of pay remain \$100/week per employee above the award.

#### **3.1.3 Additional Wage Increase**

In acknowledgement of the Parity Adjustment as detailed in clause 3.1.1 and 3.1.2 of this agreement and the associated increase of employees costs to be incurred by the North Burnett Regional Council, the parties to this agreement agree that no additional wage increase be provided during the term of the certified agreement.

#### **3.1.4 Annualised Overtime - Former Perry Shire Council (Local Government Officers Award Employees Only) (Red Ringing)**

Prior to the certification of this agreement, all former Perry Shire Council employees who were engaged under the Local Government Officers' Award 1998 were required to work 38 hours per week in accordance with the Perry Shire Council Enterprise Bargaining Certified Agreement 2005. In accordance with Clause 11.1(b) of that agreement the additional 1 ¾ hours worked in excess of the award provision of 36 ¼ hours per week was paid at the rate of time and one half, and was annualised and included as part of the officer's annual salary. As this certified agreement seeks to standardise the weekly hours for employees engaged under the Queensland Local Government Officers Award 1998 State to 36 ¼ hours per week, then consideration of the annualised overtime payment received by the former Perry Shire Council federal award employees is required.

In acknowledgement of the time period that the annualised overtime has been in place, all former Perry Shire Council employees engaged under the Local Government Officers' Award 1998 will now work 36 ¼ hours per week and continue to receive the annualised overtime payment.

#### **3.1.5 Monto Shire Councils Service and Skills Gratuity Payments (Red Ringing)**

Whilst not contained as part of any previous certified agreement, this agreement acknowledges the payment of service and skills gratuities to eligible employees of the former Monto Shire Council as per the former Monto Shire Council General Meeting resolution of 25<sup>th</sup> May 2007.

All former Monto Shire Council employees in receipt of the service and skills gratuities will continue to receive payment for the same from the commencement of this agreement.

### 3.1.6 Salary/Wage Maintenance

Any Employee redeployed to a position that is at a lower classification level than their previous classification level the Council agrees to maintain an employee's income/salary/wage until either:

- (a) the employee is no longer employed by the Council; or
- (b) the employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage of the previous position.

Council agrees to apply all wage increases provided for in this agreement to the employee's maintained income/salary/wage.

### 3.2 Occupational Superannuation

The recognised superannuation scheme for all employees of the North Burnett Regional Council will be the LG Super Scheme as administered by the Local Government Superannuation Board in accordance with Chapter 17, Part 2 of the Local Government Act 1993.

### 3.3 Annualisation of Allowances

The Wage Rates expressed in Schedule 1 of this agreement will be an 'inclusive' rate of pay which covers all monetary allowances provided for in the relevant awards formerly applicable to all of the Employee except those listed as follows which will continue to apply pursuant to the relevant awards.

- Tool Allowance
- CWA
- Live Sewer
- First Aid
- On Call
- Meal
- Leading Hand
- Camp Allowance
- Living Away From Home Allowance
- Locality Allowance (Inside Staff Only)
- Working In The Rain Penalty
- Motor Vehicle Allowance
- Toilet Cleaning Allowance
- Poison Sprays Allowance

The annualisation of all other allowances not listed above is equal to an additional \$.14c/hour for each hour worked.

### 3.4 Salary Sacrifice

Council offers the option of Salary Sacrifice for superannuation to meet the standard 6% members contribution or to make further contributions to the Local Government Superannuation Scheme or for any other items allowed by the ATO and that do not attract FBT.

Council reserves the right to withdraw the facility if a change in the laws, means that Council would incur an additional cost of the scheme itself becomes unlawful as a result of changes to the relevant laws. The option to Salary Sacrifice is dependant upon evidence from the employee that they have obtained independent financial advice. Each request would be processed on a case by case basis. Once a salary sacrifice agreement is entered into the employee would be required to continue with the agreement for a period of not less than twelve (12) months.

### 3.5 Forepersons/Supervisors

Any forepersons and/or supervisors supervising outside workforce employees and who are required to work a 38 hour working week will receive their 38 hour wage with a 36.25 hourly divisor. Any work in excess of 38 hours in the week will be deemed overtime.

## PART 4 – HOURS OF WORK

#### 4.1.1 Hours of Work – Outside Employees (Including those covered by the Award for Accommodation And Care Services Employees For Aged Persons – South- Eastern Division 2004 & Forepersons Supervising Outside Staff)

The ordinary hours of work for employees other than part time employees or casual employees shall not exceed 76 hour per fortnight.

- (a) Daily working hours shall be worked continuously, except for meal breaks, between the hours of 6.00am and 6.00pm
- (b) The ordinary hours of work shall be worked Monday to Friday inclusive.
- (c) The ordinary hours of work shall not exceed 10 hours per day.
- (d) As a general practice, standard start and finish times will be determined and remain constant. Where it is proposed to change the standard start and finish times all affected employees will be notified at least 1 week prior to the change occurring.
- (e) However, start and finish times for ordinary hours of work may vary within the daily work hours nominated to allow for optimum plant utilisation and to improve overall work productively. Any such variance to working hours may occur upon agreement between the employer and the majority of effected employees.
- (f) Upon agreement between the employer and the majority of impacted employees and subject to sub-clause (a), (b) (c) & (d) of this clause, the 38 hour week may be negotiated to be worked in such a manner so as to benefit both the Council and employees.

*Example: Council has a construction job it needs to undertake and as such seeks to reduce the days in which to complete it. The employees agree to re-arrange their ordinary hours.*

<i>Monday:</i>	<i>10 hours Ordinary time</i>
<i>Tuesday:</i>	<i>10 hours Ordinary time</i>
<i>Wednesday:</i>	<i>10 hours Ordinary time</i>
<i>Thursday:</i>	<i>8 hours Ordinary time</i>
<i>Friday:</i>	<i>Day Off</i>

*Outcome: Council reduces the days to complete the work and employees receive normal ordinary pay with an additional day off.*

- (g) In an attempt to utilise Council plant and equipment to the optimum level, it is agreed that the workforce respond to managements request to carry out project specific work where three (3) ten (10) hour days and one (1) eight hour day are worked consecutively allowing for an alternative gang to work a further one ten hour day in any one week to progress a specific project. Further, that the gang working 38 hours at the beginning of the week will be entitled to one (1) day per week RDO.

4.1.2 All employees will work a nine (9) day fortnight RDO arrangement.

One RDO in each four week period will be fixed on a particular day. These “fixed” RDOs will be scheduled at the beginning of each calendar year.

The alternate RDO to the “fixed” RDO in each four week as period will be the “flexible” RDO. This “flexible” RDO may be banked, by mutual agreement with the employee, and utilised at a later date by agreement. A maximum of two (2) “flexible” RDOs may be banked at any one time, with the exception of November/December where “flexible” RDOs will be banked to allow for additional time off during the Christmas/New Year period.

It will also be permissible, by mutual agreement with the employee, to “bring forward” only the next “flexible” RDO if considered appropriate.

Should any RDOs remain banked as at the Christmas closedown (excluding the two banked RDOs required for the Christmas/New Year period), such RDOs will be carried forward into the following calendar year.

The following criteria shall be adhered to in respect of working on a rostered day off:

- (a) Three (3) days notice (including the weekend) shall be given if required to work on a scheduled “flexible” rostered day off, i.e. *the workforce may be advised on Friday morning that they will be required to work on Monday.*
- (b) *Employees shall receive the appropriate overtime penalty rates if required to work on their RDO.*

#### **4.2 Hours of Work - Inside Workforce (Excluding Forepersons/Supervisors who supervise the Outside Employees)**

4.2.1 The ordinary hours of work for employees other than part time employees or casual employees shall not exceed 72.50 hour per fortnight.

- (a) Daily working hours shall be worked continuously, except for meal breaks, between the hours of 6.00am and 6.00pm
- (b) The ordinary hours of work shall be worked Monday to Friday inclusive.
- (c) The ordinary hours of work shall not exceed 8.04 hours per day.
- (d) As a general practice, standard start and finish times will be determined and remain constant. Where it is proposed to change the standard start and finish times all affected employees will be notified at least 1 week prior to the change occurring.
- (e) Subject to sub-clause (a), (b) (c) & (d) of this clause, the employee and employer may negotiated mutually beneficial working arrangements.

4.2.2 All employees will work a nine (9) day fortnight RDO arrangement.

One RDO in each four week period will be fixed on a particular day. These “fixed” RDOs will be scheduled at the beginning of each calendar year.

The alternate RDO to the “fixed” RDO in each four week as period will be the “flexible” RDO. This “flexible” RDO may be banked, by mutual agreement with the employee, and utilised at a later date by agreement. A maximum of five (5) “flexible” RDOs may be banked at any one time, with the exception of November/December where “flexible” RDOs will be banked to allow for additional time off during the Christmas/New Year period.

It will also be permissible, by mutual agreement with the employee to “bring forward” only the next “flexible” RDO if considered appropriate.

Should any RDOs remain banked as at the Christmas closedown (excluding the three (3) banked RDOs required for the Christmas/New Year period), such RDOs will be carried forward into the following calendar year. The use of the additional one (1) RDO to make up three (3) RDO’s for Christmas/New Year period will be accessed by mutual agreement.

The following criteria shall be adhered to in respect of using a banked RDO or “bringing forward” the next “flexible” RDO:

- (a) Minimum twelve (12) hours’ lead time be given where possible (however, notice may be given prior to commencement of work on any day that, due to wet weather, the services of the workforce are not required for that day and a banked RDO or the next flexible RDO shall be required to be taken. Every effort will be made to contact workers in order to prevent travelling to work);
- (b) RDO may be taken on any day of the week;
- (c) Maximum of three (3) RDOs may be taken in any one week (Monday to Friday), inclusive of a fixed RDO scheduled for that week, i.e. if a fixed RDO is scheduled for a particular week, only a maximum of two (2) more “flexible” RDOs may be utilised in that week (either using banked RDOs or bringing forward next “flexible” RDO).

The following criteria shall be adhered to in respect of working on a rostered day off:

- (a) Three (3) days notice (including the weekend) shall be given if required to work on a scheduled “flexible” rostered day off, i.e. *the workforce may be advised on Friday morning that they will be required to work on Monday.*
- (b) *Employees shall receive the appropriate overtime penalty rates if required to work on their RDO.*

#### **4.3 Wet Weather - RDO's (Outside Workforce Only).**

Each Employee shall bank the first three (3) RDO's accrued in the year which will be banked for the purposes of Wet Weather subject to the following;

- (a) Council will exhaust all other avenues (i.e. Training, work etc) first before accessing the RDO's;
- (b) If an employee needs to draw down on any proportion of the 3 RDO's they will not be required to replenish it;
- (c) If the 3 days (or a proportion thereof) is not utilised in the year the employee has the option to have the time paid out at the appropriate rates at the end of the year or transferred to the following calendar year. In the case where the wet days (or a proportion thereof) are transferred to the following year employees will only be required to bank up any pro rata time if less than the 3days.

#### ***For Example:-***

##### ***Scenario 1:-***

Employee A accrues 3 RDO's at the commencement of the calendar year and they get banked as wet weather days. The employee is not required to utilise any of the 3 days therefore they are carried over to the following year. Because the employee did not access the 3 days they are not required to bank an additional 3 days for the following year.

##### ***Scenario 2:-***

Employee B accrues 3 RDO's at the commencement of the calendar year and it gets banked as 'wet weather days', however during the year the employer required the employee access all 3 wet weather days. Whilst the employee would not be required to bank more RDO's throughout the current year, they will be required to bank at the start of the following year another 3 RDO's.

##### ***Scenario 3:-***

Employee C accrues 3 RDO's at the commencement of the calendar year and they get banked as 'wet weather days', however during the year the employee is required to utilise 1 of the 3 days leaving 2 wet weather days banked. At the commencement of the following year the employee will only be required to bank 1RDO for Wet Weather.

A minimum of 12 hours' lead time shall be given where possible (however notice may be given prior to commencement of work on any that whereby the employer makes a reasonable attempt to contact the employee prior to the employee having to travel to work.

#### **4.4 Service Time/Fixed and Mobile Plant**

All employees covered by this agreement who have had an arrangement which includes service time shall continue with such arrangement unless otherwise agreed. Those former arrangements applied across all six councils and are provided for as follows;

Biggenden -	½ hr per day with a maximum of 2hrs and 45minutes per week per employee
Eidsvold -	Maximum 2hrs per week/employee (Monday 1hr and Wednesday's 1hr)
Gayndah -	No Servicing Overtime
Monto -	No Servicing Overtime
Mount Perry -	½ hr per day Maximum
Mundubbera -	Up to 1hr15mins (Grader Only ) per day per employee with all other plant up to a maximum of 1hour/day per employee.

#### **4.5 Classification/Reclassification**

4.5.1 The parties agree to Sharpe Workplace Agreement (SWS), (or a mutually agreed independent third party) to commence within six (6) months from the date of certification of this agreement a full Classification/Reclassification review of all employees.

4.5.2 The parties are also committed during the life of this agreement to work towards a single classification structure which reflects the organisation and employees needs and to remove where possible any disparity between the

inside and outside workforces. Such classification structure will not alter the existing LGOA award structure for the inside workforce.

#### **4.5.3 Salary Progression - Award Levels 1 and 2**

- (i) All employees whose terms and conditions of employment have traditionally been covered by the award, who are classified under Clause 7 - General Salary Scale - of the Queensland Local Government Officers' Award 1998 as Level 1, are to move to not less than the first increment of Level 2 following not more than twelve months satisfactory service at the sixth increment of Level 1.
- (ii) Thereafter incremental progression as prescribed in Clause 8 - Salary Increments - of the Queensland Local Government Officers' Award 1998 shall provide for advancement to the fourth increment of Level 2.
- (iii) This provision is not to preclude more rapid incremental advancement within the above mentioned salary levels.

#### **4.6 Mixed Functions/Higher Duties**

The mixed functions/higher duties provision of the Local Government Employees (Excluding Brisbane City Council) Award - State

### **PART 5 – LEAVE**

#### **5.1 Annual leave**

##### **5.1.1 General Annual Leave Provision**

All employees will be entitled to the Annual Leave provisions relevant to the parent award under which they are engaged.

##### **5.1.2 Employees undertaking External Work**

Employees undertaking external works are required to partake in a Christmas Closedown period of three weeks that comprises of two (2) weeks annual leave, three (3) public holidays and two (2) banked RDOs.

The remaining two weeks annual leave may be taken in addition to the Christmas closedown period or at a mutually agreed time during year having consideration to Councils work requirements.

Employees with extenuating circumstances may, by agreement with Management, take annual leave at a time more suitable to their circumstances.

The Christmas Closedown annual leave period shall not necessarily apply to key sections of the Organisation for example:

- *Water Supply and Sewerage*
- *Parks and Gardens*
- *Workshop*
- *Store*
- *Aged Care/Care Workers*

##### **5.1.3 Employees undertaking Internal Work**

Employees undertaking internal works are required to take any accrued annual leave at a time mutually agreed between the employee and employer. In determining the appropriate annual leave arrangements, the employee and employer will consider the current work requirements so as to ensure that the service delivery standards of the North Burnett Regional Council are not compromised as a result of taking the annual leave.

Internal employees are encouraged to take their annual leave as part of the Christmas Closedown period as per clause 5.1.2 where their duties are directly associated with by the operations of Council's external works.

Where the employee and employer cannot reach a mutually agreed arrangement in respect to the taking of annual leave, then the employer may exercise their managerial prerogative as per the relevant provisions of the applicable parent award.

#### **5.2 Personal (Sick) leave**

### 5.2.1 Application of the Queensland Local Government Officers' Award 1998 State Provisions to all Employees

All employees covered by this Agreement shall be entitled to personal leave on full pay, under, subject to and in accordance with the provisions of the Queensland Local Government Officers Award regardless of the parent award under which they are engaged. Such leave shall be uncapped.

### 5.2.2 Cessation of Accumulated Sick Leave Entitlements upon Termination

It is acknowledged that the following former certified agreements contain provisions that depending on an employee's length of service will allow for payment (including pro rata) of a component of the employee's Sick Leave entitlement upon termination of employment.

- a) Monto Shire Council, State Award Employees, Certified Agreement 2004 (CA289/04)
- b) Monto Shire Council, Federal Award Employees, Certified Enterprise Bargaining Agreement 2004 (AG2004/2695)
- c) Gayndah Shire Council Local Government Employees Enterprise Agreement 2006 (State Award)
- d) Gayndah Shire Council Local Government Employees Enterprise Agreement 2006 (Federal Award)

As at the certification of this agreement, any provision allowing for the accumulation of sick leave entitlements to be paid to employees upon termination will cease.

All accumulated benefits accrued by employees affected by this sub-clause will be paid out in full during the first year of this agreement with the corresponding hours for the accumulated sick leave paid out being deducted from the employees accumulated sick leave entitlement. For the purpose of clarification, the value of any accumulated sick leave to be paid out will be calculated by multiplying the accrued sick leave payable upon termination as on the day of certification of this agreement by the parity wage rate received by the employee on the day after the certification of this agreement.

Any employee eligible to receive a payment can choose to receive the payment either as:

- a) A cash payment which is combined with the employee's normal fortnightly remuneration and subject to Australian Taxation requirements;
- b) A voluntary contribution paid by Council on behalf of the employee to the employee superannuation fund with LG Super; or
- c) A combination of the payment options as outlined in (a) and (b) above.
- d) Employees are encouraged to seek Independent Financial Advice.

Any employee eligible to receive a payment may choose not to take all or part of the pay out in exchange for the preservation of the corresponding accumulated sick leave entitlement. Where an employee elects to not take all or part of their accumulated sick leave entitlement, then all future claims for pay out of the accumulated sick leave entitlement will be relinquished.

### 5.2.3 Cessation of any other benefits relating to Sick Leave Vesting

With the exception of sub-clause 5.2.1, any other benefits relating to Sick Leave vesting entitlement prior to the certification of this agreement will cease to apply upon the certification of this agreement.

### 5.2.4 Sick Leave Bonus - 25%

All employees shall receive as from the operative date of this agreement an annual payment equal to 25% of the employees yearly unused sick leave with such amount to be deducted from the employees total unused sick leave balance (i.e. employees yearly entitlement – 15 days; sick leave taken 7 days; balance of the yearly entitlement – 8 days. Bonus payment will be 25% of the 8 Days = 2 days, and the 2 days would be deducted from the unused sick leave entitlement. Payment of this bonus will be at the employees pay rate at such time to be made in the first full pay period before the 15th December each calendar year.

### 5.2.5 Sick Leave Payout - Death Benefit

In addition to 5.2.4 above and in the event of an employee's death, Council agrees to pay to the estate of the employee accrued sick leave entitlements to a maximum of 32 weeks as at the date of death.

## 5.3 Long service leave

### 5.3.1 *Application of the Queensland Local Government Officers' Award Provisions to all Employees*

All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of The Queensland Local Government Officers Award 1998 State regardless of the award under which they are engaged.

5.3.2 Long Service Leave may be taken on a pro rata basis whilst in service on completion of seven (7) years continuous service with Council.

## 5.4 **Family/ Parental Leave**

### 5.4.1 *Application of Leave Provisions*

- a) Employees engaged under industrial awards other than the Queensland Local Government Officers Award 1998 State shall be entitled to Family Leave in accordance with the provisions of the *Industrial Relations Act 1999* and the Family Leave Award.
- b) Employees engaged under the Queensland Local Government Officers Award shall be entitled to Parental Leave in accordance with that Award.

### 5.4.2 Paid Parental Leave

All employees shall be entitled to 6 weeks paid parental leave in addition to 5.4 above. In the event that either the Queensland Government or the Commonwealth Government introduces a paid maternity leave scheme throughout the life of this agreement the parties agree to adopt such a scheme in addition to 5.4.2 and 5.4.3 above

### 5.4.3 *Parental Leave*

Any request for Parental Leave will be considered in relation to the relevant provisions of the parent award under which the employee is engaged.

In addition, an employee who is eligible for parental leave will be entitled to a maximum of six (6) weeks paid parental leave. The equivalent time taken as paid parental leave will be deducted from the employees accrued sick leave entitlement. Should an employee seeking to take paid parental leave have less than six (6) weeks of accrued sick leave then the employee will only be eligible for paid parental leave to the extent of their accrued sick leave.

## 5.5 **Bereavement Leave**

Employees may be granted up to two (2) days bereavement leave on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below;

wife	half brother	defacto wife	half sister
husband	step-brother	defacto husband	step-sister
father	brother-in-law	mother	sister-in-law
father-in-law	son-in-law	mother-in-law	daughter-in-law
brother	grandfather	sister	grandmother
child or step child	grandson	step-father	grand-daughter
step-mother	grandmother-in-law	grandfather-in-law	aunt
uncle			

An employee may make a request to the Chief Executive Officer seeking special consideration where the death of a relative or associate of the his/her family occurs but the nature of the relationship between the employee and the deceased person is not defined above.. The employee is to provide the Chief Executive Officer with details of their relationship to the deceased person and any other additional information if requested. The Chief Executive Officer will not unreasonable deny any request for special consideration of Bereavement Leave where it has been clearly establishment that the relationship between the employee and the deceased person warrants the allowance of the leave.

An employee may make a request to the Chief Executive Officer seeking special consideration to receiving up to five (5) days paid Bereavement Leave whereby the employee is required to travel a significant distance as a result of the bereavement.

## 5.6 **Special Responsibility Leave (Family Leave/Personal Leave).**

Subject to Family Leave having been accrued, the entitlement to use sick leave for Special Responsibility (Family) Leave under the Family Leave Award and Personal Leave will be extended to;

- (a) An Employee in the event that a member of his or her immediate family or household as defined in the Family Leave Award requires medical treatment away from the North Burnett Regional Council, even if the employee is not necessarily the primary care giver; and
- (b) An employee required to stay at home to care for his or her children in the event of his or her spouse being sick.

### **5.7 Leave Without Pay**

Leave without pay for up to one (1) month for special circumstances other than those available for family or parental leave entitlements will be available to all employees at the discretion of the Chief Executive Officer and such leave will not constitute a break in the employees continuity of service.

### **5.8 Worker's Compensation "Top up"**

All employees who receive workers compensation for an injury will receive and be paid full entitlements for the entire period that they are absent on workers compensation. Entitlements that will continue to accumulate and be paid, include but are not limited to:

- a) Long Service Leave;
- b) Annual Leave;
- c) Superannuation Payment; and
- d) Sick Leave.

An employee in receipt of Workers Compensation may opt to use sick leave accruals to make up the difference between payments received from Local Government Workcare and the employee's average weekly earnings, which will be calculated by:

*Taking the employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payments by Local Government Workcare and this calculated rate will be the amount to be paid by the employer to the injured employee.*

The amount debited against the employee's sick leave accrual will be on the basis of:

*Hours debited = Additional payment divided by the employee's Ordinary Hourly Rate.*

### **5.9 Paraplegic Benefit Fund Payment**

Council will extend to all employees and maintains throughout the life of this agreement, payment to the Paraplegic Benefit Fund the annual membership fee for each employee which is currently \$38.50 per person including GST payable on an annual basis.

### **5.10 Redundancy**

The TCR (Termination Change & Redundancy) provisions as provided for within the parent awards shall apply with the exception of the severance component which will be two (2) weeks per year of service and a proportionate amount for an incomplete year of service with a minimum of 4 weeks and capped at 52 weeks.

## **PART 6 – MISCELLANEOUS PROVISIONS**

### **6.1 Uniforms**

#### *6.1.1 External Employees (including those employees who supervise external employees)*

Where an employee is engaged primarily to undertake external works for Council then the primary purpose of a uniform is to satisfy the statutory requirements relating to Council's Workplace Health and Safety obligations and associated duty of care. In order to meet its obligations Council will determine an appropriate policy in relation to uniforms and other protective equipment to worn and utilised by employees undertaking external works. The acceptance and application of the policy by employees will be mandatory.

- (i) Employees shall receive as their uniform allotment;

- 5 x Shirts
- 5 x shorts/longs

1 x Jacket

This will be replaced on a fair wear and tear basis and will be monogrammed NBRC.

- (ii) Up to \$150/employee work boots subsidy will apply to the outside employees based on a fair wear and tear replacement basis

#### 6.1.2 *Internal Employees*

A corporate uniform shall continue for all employees within the Administrative Services section of Council's operations. The uniform has been agreed upon by employees at the time of implementation of this Agreement and has been approved by Council and Management.

- (i) Funding for the corporate uniform shall be provided by Council on the following basis:

First Year of Employment	\$700.00
Second & Subsequent Years of Employment	\$400.00

- (ii) Wearing of the corporate uniform shall be compulsory for all officers employed by Council, unless otherwise approved by the Chief Executive Officer or delegate.
- (iii) Purchases of the corporate uniform shall be made by way of an official Council order being placed with an approved supplier. The appropriate invoice is to be forwarded to Council for payment. Any purchases over and above the values listed in Sub-Clause (i) by an individual employee shall be the responsibility of that employee.

#### 6.1.3 *Inside and Outside Works*

Where an employee works in both internal and external work locations it is the responsibility of the employee when working in the external work area to ensure that all necessary actions are undertaken to satisfy Council's workplace health and safety obligations at no cost to the employee.

## 6.2 **Vaccinations**

6.2.1 Upon request of the employee council will provide Flu Vaccinations at no cost to the employee.

6.2.2 Any work related vaccinations (i.e. animal control, sewerage and water, HACC & CACP) will be provided to those employees at no cost to the employees.

## 6.3 **Training Attendance**

The parties acknowledge that any training to be undertaken by the employee at the request of the employer is considered to be mutually beneficial and as such the following is to apply where an employee is required to undertake training that necessitates significant travelling to attend the training and/or where the employee is required to reside over night in accommodation other than their usual accommodation. For the purposes of clarification training also includes any attendance at seminars, conferences or workshops that may occur from time to time.

- a) 50% of any travelling time undertaken by the employee outside of their normal work hours will be paid at the appropriate penalty rate depending on the day and time when the travelling occurred.
- b) Attendance at the training regardless of the start and finish times and duration is considered to be ordinary time and equivalent to a normal work day as if the employee had not attended the training.
- c) From the time that the employee arrives at the training location / accommodation until the employee departs the training location / accommodation no overtime or other penalty rates can be claimed by the employee.
- d) The employer will pay all reasonable costs associated with training attendance including travelling, accommodation and meals and non-alcoholic beverages.
- e) Where an employee incurs any costs as outlined in (d) then the employer will reimburse the employee as soon as reasonably possible on presentation of appropriate documentation.

## 6.4 **Collective Agreement Training**

To ensure Supervisors/Management, HR/Payroll and Union Delegates understand the intent of the clauses outlined in this agreement, an education program (seminar) will be facilitated by Sharpe Workplace Solutions (SWS) post certification by the QIRC.

## **6.5 General Savings Provision**

No employee shall receive less in base or annualised wages/salary as a result of entering Into this agreement than the rate that applied to them immediately prior to entering into this agreement.

## **6.6 Union Encouragement**

6.6.1 This clause gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the relevant Union.

6.6.2 Documentation to be provided by employer

At the point of engagement, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the employee.

Provided that encouragement for membership of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch) shall only apply under the conditions contained in clause 41(4) of the Local Authorities (Excluding Brisbane) and Main Roads, Etc., Award - State as at 31 May 1993.

The document provided by the Employer shall also identify the existence of a Union encouragement clause in this Agreement .

6.6.3 Union delegates

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

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

6.6.4 Deduction of union fees

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

## **6.7 Workplace Health & Safety Committee**

Council is committed to establishing a Workplace Health & Safety Committee within 6 months which will consist of employer and employee representatives, and will function throughout the life of this agreement.

## **6.8 Tool Box Talks**

Council will continue its custom and practice of conducting tool box talks with its employees from depot to depot.

## **6.9 Prescription Glasses**

Council agrees to pay upon request of the employee for the toughening of any prescription Glasses.

## **6.10 No extra claims**

It is agreed by the parties that up to the nominal expiry date of this Agreement:

6.10.1 The parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;

6.10.2 this Agreement covers all matters or claims (from the combined unions) regarding the employment of the Employees, which could otherwise be the subject of protected actions pursuant to Queensland Industrial Relations Act 1999; and

6.10.3 neither party to this Agreement, will engage in protected action pursuant to the Queensland Industrial Relations Act 1999, in relation to the performance of any work covered by the Agreement during the term of this agreement.

**WAGE SCHEDULES**

		<b>INSIDE WORKFORCE</b>				
Schedule		Parity (\$100 per/week)	Total	Annualised Allowance	New Total	Information
Level 1.1	\$31,997.20	\$5,200.00	\$37,197.20	\$263.90	\$37,461.10	
Level 1.1	\$31,997.20	\$5,200.00	\$37,197.20	\$276.64	\$37,473.84	Federal award working state hours
Level 1.2	\$32,510.20	\$5,200.00	\$37,710.20	\$263.90	\$37,974.10	
Level 1.2	\$32,510.20	\$5,200.00	\$37,710.20	\$276.64	\$37,986.84	Federal award working state hours
Level 1.3	\$33,331.20	\$5,200.00	\$38,531.20	\$263.90	\$38,795.10	
Level 1.3	\$33,331.20	\$5,200.00	\$38,531.20	\$276.64	\$38,807.84	Federal award working state hours
Level 1.4	\$34,100.20	\$5,200.00	\$39,300.20	\$263.90	\$39,564.10	
Level 1.4	\$34,100.20	\$5,200.00	\$39,300.20	\$276.64	\$39,576.84	Federal award working state hours
Level 1.5	\$34,869.20	\$5,200.00	\$40,069.20	\$263.90	\$40,333.10	
Level 1.5	\$34,869.20	\$5,200.00	\$40,069.20	\$276.64	\$40,345.84	Federal award working state hours
Level 1.6	\$35,533.20	\$5,200.00	\$40,733.20	\$263.90	\$40,997.10	
Level 1.6	\$35,533.20	\$5,200.00	\$40,733.20	\$276.64	\$41,009.84	Federal award working state hours
Level 2.1	\$36,312.20	\$5,200.00	\$41,512.20	\$263.90	\$41,776.10	
Level 2.1	\$36,312.20	\$5,200.00	\$41,512.20	\$276.64	\$41,788.84	Federal award working state hours
Level 2.2	\$37,081.20	\$5,200.00	\$42,281.20	\$263.90	\$42,545.10	
Level 2.2	\$37,081.20	\$5,200.00	\$42,281.20	\$276.64	\$42,557.84	Federal award working state hours
Level 2.3	\$37,850.20	\$5,200.00	\$43,050.20	\$263.90	\$43,314.10	
Level 2.3	\$37,850.20	\$5,200.00	\$43,050.20	\$276.64	\$43,326.84	Federal award working state hours
Level 2.4	\$38,359.20	\$5,200.00	\$43,559.20	\$263.90	\$43,823.10	
Level 2.4	\$38,359.20	\$5,200.00	\$43,559.20	\$276.64	\$43,835.84	Federal award working state hours
Level 3.1	\$39,127.20	\$5,200.00	\$44,327.20	\$263.90	\$44,591.10	
Level 3.1	\$39,127.20	\$5,200.00	\$44,327.20	\$276.64	\$44,603.84	Federal award working state hours
Level 3.2	\$39,615.20	\$5,200.00	\$44,815.20	\$263.90	\$45,079.10	
Level 3.2	\$39,615.20	\$5,200.00	\$44,815.20	\$276.64	\$45,091.84	Federal award working state hours
Level 3.3	\$40,384.20	\$5,200.00	\$45,584.20	\$263.90	\$45,848.10	
Level 3.3	\$40,384.20	\$5,200.00	\$45,584.20	\$276.64	\$45,860.84	Federal award working state hours
Level 3.4	\$41,153.20	\$5,200.00	\$46,353.20	\$263.90	\$45,848.10	
Level 3.4	\$41,153.20	\$5,200.00	\$46,353.20	\$276.64	\$46,629.84	Federal award working state hours
Level 4.1	\$41,921.20	\$5,200.00	\$47,121.20	\$263.90	\$47,385.10	
Level 4.1	\$41,921.20	\$5,200.00	\$47,121.20	\$276.64	\$47,397.84	Federal award working state hours
Level 4.2	\$42,690.20	\$5,200.00	\$47,890.20	\$263.90	\$48,154.10	
Level 4.2	\$42,690.20	\$5,200.00	\$47,890.20	\$276.64	\$48,166.84	Federal award working state hours
Level 4.3	\$43,355.20	\$5,200.00	\$48,555.20	\$263.90	\$48,819.10	
Level 4.3	\$43,355.20	\$5,200.00	\$48,555.20	\$276.64	\$48,831.84	Federal award working state hours
Level 4.4	\$44,124.20	\$5,200.00	\$49,324.20	\$263.90	\$49,588.10	
Level 4.4	\$44,124.20	\$5,200.00	\$49,324.20	\$276.64	\$49,600.84	Federal award working state hours
Level 5.1	\$44,892.20	\$5,200.00	\$50,092.20	\$263.90	\$50,356.10	
Level 5.1	\$44,892.20	\$5,200.00	\$50,092.20	\$276.64	\$50,368.84	Federal award working state hours
Level 5.2	\$45,557.20	\$5,200.00	\$50,757.20	\$263.90	\$51,021.10	
Level 5.2	\$45,557.20	\$5,200.00	\$50,757.20	\$276.64	\$51,033.84	Federal award working state hours

Schedule	Parity (\$100 per/week)	Total	Annualised Allowance	New Total	Information	
Level 5.3	\$46,326.20	\$5,200.00	\$51,526.20	\$263.90	\$51,790.10	Federal award working state hours
Level 5.3	\$46,326.20	\$5,200.00	\$51,526.20	\$276.64	\$51,802.84	
Level 6.1	\$47,607.20	\$5,200.00	\$52,807.20	\$263.90	\$53,071.10	Federal award working state hours
Level 6.1	\$47,607.20	\$5,200.00	\$52,807.20	\$276.64	\$53,083.84	
Level 6.2	\$48,888.20	\$5,200.00	\$54,088.20	\$263.90	\$54,352.10	Federal award working state hours
Level 6.2	\$48,888.20	\$5,200.00	\$54,088.20	\$276.64	\$54,364.84	
Level 6.3	\$50,170.20	\$5,200.00	\$55,370.20	\$263.90	\$55,634.10	Federal award working state hours
Level 6.3	\$50,170.20	\$5,200.00	\$55,370.20	\$276.64	\$55,646.84	
Level 7.1	\$51,451.20	\$5,200.00	\$56,651.20	\$263.90	\$56,915.10	Federal award working state hours
Level 7.1	\$51,451.20	\$5,200.00	\$56,651.20	\$276.64	\$56,927.84	
Level 7.2	\$52,732.20	\$5,200.00	\$57,932.20	\$263.90	\$58,196.10	Federal award working state hours
Level 7.2	\$52,732.20	\$5,200.00	\$57,932.20	\$276.64	\$58,208.84	
Level 7.3	\$54,013.20	\$5,200.00	\$59,213.20	\$263.90	\$59,477.10	Federal award working state hours
Level 7.3	\$54,013.20	\$5,200.00	\$59,213.20	\$276.64	\$59,489.84	
Level 8.1	\$55,551.20	\$5,200.00	\$60,751.20	\$263.90	\$61,015.10	Federal award working state hours
Level 8.1	\$55,551.20	\$5,200.00	\$60,751.20	\$276.64	\$61,027.84	
Level 8.2	\$57,088.20	\$5,200.00	\$62,288.20	\$263.90	\$62,552.10	Federal award working state hours
Level 8.2	\$57,088.20	\$5,200.00	\$62,288.20	\$276.64	\$62,564.84	
Level 8.3	\$58,626.20	\$5,200.00	\$63,826.20	\$263.90	\$64,090.10	Federal award working state hours
Level 8.3	\$58,626.20	\$5,200.00	\$63,826.20	\$276.64	\$64,102.84	
Level 8.4	\$60,069.20	\$5,200.00	\$65,269.20	\$263.90	\$65,533.10	Federal award working state hours
Level 8.4	\$60,069.20	\$5,200.00	\$65,269.20	\$276.64	\$65,545.84	
Level 8.5	\$61,512.20	\$5,200.00	\$66,712.20	\$263.90	\$66,976.10	Federal award working state hours
Level 8.5	\$61,512.20	\$5,200.00	\$66,712.20	\$276.64	\$66,988.84	

### OUTSIDE WORKFORCE

Schedule	Parity (\$100 per/week)	Total	Annualised Allowance	New Total	
Level 1 - 1st 6mth	\$30,768.40	\$5,200.00	\$35,968.40	\$276.64	\$36,245.04
Level 1 - aft 6mth	\$31,309.20	\$5,200.00	\$36,509.20	\$276.64	\$36,785.84
Level 2	\$31,850.00	\$5,200.00	\$37,050.00	\$276.64	\$37,326.64
Level 3	\$32,390.80	\$5,200.00	\$37,590.80	\$276.64	\$37,867.44
Level 4	\$32,936.80	\$5,200.00	\$38,136.80	\$276.64	\$38,413.44
Level 5	\$33,581.60	\$5,200.00	\$38,781.60	\$276.64	\$39,058.24
Level 6	\$34,668.40	\$5,200.00	\$39,868.40	\$276.64	\$40,145.04
Level 7	\$35,750.00	\$5,200.00	\$40,950.00	\$276.64	\$41,226.64
Level 8	\$36,732.80	\$5,200.00	\$41,932.80	\$276.64	\$42,209.44
Level 9	\$37,814.40	\$5,200.00	\$43,014.40	\$276.64	\$43,291.04

### AWARD FOR ACCOMODATION AND CARE SERVICES EMPLOYEES FOR AGED PERSONS S/E DIV 2004

Schedule	Parity (\$100 per/week)	Total	Annualised Allowance	New Total	
Personal Care Attendance	\$30,846.40	\$5,200.00	\$36,046.40	\$276.64	\$36,323.04
Handyperson/Maintenance	\$30,586.40	\$5,200.00	\$35,786.40	\$276.64	\$36,063.04
Laundry Hand 1st Year	\$30,388.80	\$5,200.00	\$35,588.80	\$276.64	\$35,865.44
Canteen Assistance 1st Year	\$30,469.40	\$5,200.00	\$35,669.40	\$276.64	\$35,946.04
Gardeners	\$30,586.40	\$5,200.00	\$35,786.40	\$276.64	\$36,063.04

<b>Schedule</b>		<b>Parity (\$100 per/week)</b>	<b>Total</b>	<b>Annualised Allowance</b>	<b>New Total</b>
Kitchenhands	\$30,534.40	\$5,200.00	\$35,734.40	\$276.64	\$36,011.04
Employees on Washing Machines,Rinsers& Hydroextractors & Seastresses-1st Year	\$30,469.40	\$5,200.00	\$35,669.40	\$276.64	\$35,946.04
Domestics,Catering & All Other Adult Employees 1st Year	\$30,388.80	\$5,200.00	\$35,588.80	\$276.64	\$35,865.44
Laundry Hand Thereafter	\$30,846.40	\$5,200.00	\$36,046.40	\$276.64	\$36,323.04
Canteen Assistant Thereafter	\$30,950.40	\$5,200.00	\$36,150.40	\$276.64	\$36,427.04
Employees on Washing Machines,Rinsers& Hydroextractors & Seastresses-Thereafter	\$30,950.40	\$5,200.00	\$36,150.40	\$276.64	\$36,427.04
Domestics,Catering & All Other Adult Employees Thereafter	\$30,846.40	\$5,200.00	\$36,046.40	\$276.64	\$36,323.04
Cooks	\$32,572.80	\$5,200.00	\$37,772.80	\$276.64	\$38,049.44
Chief Cooks	\$33,524.40	\$5,200.00	\$38,724.40	\$276.64	\$39,001.04

## **SIGNATORIES**

Signatories to the Agreement

Signed for and on behalf of the NORTH BURNETT REGIONAL COUNCIL  
In the presence of

Joy Jensen (Mayor)  
J.V. Sharpe

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

Ian Buckley  
J.V. Sharpe

Signed for and on behalf of the Australian Workers Union Of Employees' Queensland  
In the presence of.

W.P. Ludwig  
D. Broanda

Signed for and on behalf of the Federated Engine Drivers and Firemen's Association  
of Queensland Union of Employee's / Queensland/The Construction, Forestry, Mining  
and Energy, Industrial Union of Employees' Queensland;  
In the presence of.

M Ravbar  
R. Monaghan

Signed for and on behalf of the Liquor, Hospitality and Miscellaneous Union,  
Queensland Branch Union of Employees  
In the presence of.

K.L. Tomlinson  
Kristine Zbruk.