

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Hinchinbrook Shire Council Certified Agreement 2009

Matter No. CA/2009/137

Commissioner Thompson

4 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 4 December 2009 the Commission certifies the following written agreement:

Hinchinbrook Shire Council - Certified Agreement 2009 – CA/2009/137

Made between:

Hinchinbrook Shire Council

AND

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

The agreement was certified by the Commission on 4 December 2009 and shall operate from 4 December 2009 until its nominal expiry on 30 June 2012.

This agreement replaces the following:

- Hinchinbrook Shire Council Local Government Employees Enterprise Agreement 2005 (AG 2005/5122)
- Hinchinbrook Shire Council State Employees Certified Agreement 2005 (CA/2005/346)

By the Commission.

J.M. Thompson
Commissioner

1. ARRANGEMENT

This Agreement is arranged as follows:

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2. PURPOSE AND OBJECTIVES OF THE AGREEMENT

The Mission of Hinchinbrook Shire Council is:

"To value and promote our natural attributes and enhance the liveability and growth of Hinchinbrook Shire."

Council recognises that achievement of the mission depends very much on maintaining a skilled, competent and motivated workforce capable of and delivering effective and efficient services.

The objective of this agreement is to maximise productivity in the delivery of services throughout the Shire with resultant benefits for both Council and employees including:-

- Improved Council competitiveness with private enterprise, particularly in the area of Queensland Transport projects;
- Personal benefit for employees via wage increases and improved conditions;
- Increased job security and job satisfaction for all employees;
- Improved customer satisfaction by adopting a customer oriented focus in all areas of operation;
- Increased level of capability of individuals, their work teams and the Council. This is based on a firm commitment by the parties that involvement of the people doing the work will provide a sensible and practical way of achieving sustainable productivity gains. This joint commitment will be pursued via a comprehensive program of participative work practice review including training and skilling of employees appropriate to their area of operation.

3. PARENT AWARDS

- 3.1 This Agreement shall be read and applied in conjunction with the terms of the Queensland Local Government Officers' Award 1998, Local Government Employees' (Excluding Brisbane City Council) Award - State, Engineering Award – State, and Building Trades (Public Sector) Award – State provided that where there is any intended inconsistency between this Agreement and the Awards, this agreement shall prevail to the extent of that inconsistency.
- 3.2 It is agreed that all terms and conditions of the parent awards, other than altered by this Agreement, are preserved for the duration of this Agreement.
- 3.3 The parties shall hold discussions in relation to the renegotiation of a new Agreement six months prior to the expiration of this Agreement and in its renegotiation agree to negotiate collectively in respect of all its employees and their nominated representatives for the purposes of making a new Agreement.

4. DEFINITIONS

The following generic definitions apply in this agreement:

Officer Award Employee

An employee employed under the Queensland Local Government Officer's Award 1998.

State Award Employee

An employee employed under the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, Building Trades Public Sector Award – State 2002 or Engineering Award – State 2002.

5. APPLICATION OF AGREEMENT AND PARTIES BOUND

This agreement shall apply to all employees of the Hinchinbrook Shire Council. This agreement has been entered into between the Hinchinbrook Shire Council and:

- QSU:** Queensland Services, Industrial Union of Employees. ABN 86 351 665 653
- APESMA:** The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees ABN 99 589 872 974
- AWU:** The Australian Workers' Union of Employees, Queensland ABN 54 942 536 069;
- CFMEU:** The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland ABN 73 089 711 903;
- AMWU:** Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland ABN 59 459 725 116;
- PGEU:** Plumbers and Gasfitters Employees' Union Queensland, Union of Employees ABN 51 918 867 235;

FEDFA: The Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees
ABN 73 089 711 903;

6. SINGLE BARGAINING UNIT

- 6.1 A Single Bargaining Unit has been established for the purpose of negotiating an agreement consisting of representatives of each of the unions having award coverage with the Council elected by members of each union.
- 6.2 For the purpose of negotiating an enterprise agreement, in accordance with the principles of the Queensland Industrial Relations Commission a Single Bargaining Team has been established, consisting of six (6) employee representatives, two (2) Councillor Representatives and two (2) management representatives.

7. COMMENCEMENT AND DURATION OF THE AGREEMENT

This agreement will take effect on and from 1st July 2009 and shall remain in force until 30th June 2012, or until a subsequent Agreement is negotiated to encompass and replace this Agreement. This agreement will formally operate from the date of certification by the Queensland Industrial Relations Commission.

8. DISPUTE/ GRIEVANCE SETTLEMENT PROCEDURE

The following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement. In circumstances where Council's issues resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the QIRC for conciliation and, where appropriate, arbitration. Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:

Despite any dispute in relation to the operation of this Agreement, work shall nevertheless continue in the usual manner whilst the following procedures are carried out, except where there is a genuine risk to health and safety. An employee must comply with any reasonable directive given by her/his manager to perform alternative work, either at the same or another workplace. Work must be appropriate for the employee to perform. Queensland workplace health and safety laws shall apply.

Discussions shall occur within 48 hours of the issue arising, between the employee concerned, and if the employee requests, the employee's representative, and the employee's immediate supervisor.

If the matter is not resolved either party may refer the matter for discussion with the employee and the employee's representative, if requested, and Council's delegated representative at a time mutually agreed.

If the matter remains unresolved, then the dispute shall be referred to the Queensland Industrial Relations Commission (QIRC) for it to be conciliated and/or arbitrated. Once referred to the QIRC the parties are bound by the outcome.

9. ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

The parties agree to form an Enterprise Agreement Consultative Committee. Such Committee shall be comprised of the Enterprise Bargaining Team.

The role of the Consultative Committee will be to review the implementation and progress of the Agreement.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Committee shall be responsible for the role of co-ordinating the reforms set out in this Agreement.

The parties are committed to a consultative process which aims to effect a change in the organisation's culture through co-operation. Management will assist and support these processes by providing resources and staff to participate where required.

10. HOURS OF DUTY - 9 DAY FORTNIGHT ARRANGEMENT

Notwithstanding the provisions of the Award cited herein it is agreed that:-

10.1 Application

A nine (9) day fortnight working arrangement generally applies to all full time Hinchinbrook Shire Council employees.

Exclusions are those working a four (4) day week (Clause 26 of this Agreement) and others whose condition of employment exclude the nine (9) day fortnight.

The Council may at any time in its discretion exclude an employee of the Council from the provisions of the nine (9) day fortnight arrangement where the inclusion of the employee would, in the opinion of the Council, prejudice the efficient operation of the Council's business.

10.2 Hours of Duty

(Officer Award employees)

For each employee working 72.5 hours per fortnight, the ordinary hours of duty including a mid-morning tea break of 20 minutes duration but excluding a lunch break of between 30 and 60 minutes duration shall be eight (8) hours and six (6) minutes per day to be booked as 8.10 hours per day.

This will result in an employee working 72.9 hours per fortnight with the additional .4 hours being held in credit as ordinary time for the employee.

(State Award employees)

For each employee working 76 hours per fortnight, the ordinary hours of duty including a mid-morning tea break of 20 minutes duration but excluding a lunch break of between 30 and 60 minutes duration shall be eight hours thirty minutes per day to be booked as 8.5 hours per day.

This will result in an employee working 76.5 hours per fortnight with the additional .5 hours being held in credit for the employee.

10.3 Rostered Day off (Full-time employees)

Time accrued and held in credit shall be taken as a Rostered Day off (RDO) in each fortnightly period. The RDO will fall on the day in accordance with a schedule as determined by relevant department heads. Where an RDO falls on a Public Holiday, the employee shall be entitled to an alternative day off at a date mutually agreeable with their supervisor.

10.4 Statutory Holidays

Statutory Holidays will continue to be paid at 7.25 hours or 7.60 hours. The difference between the statutory holiday hours and the required hours of duty for the nine day fortnight arrangement will be taken from the RDO Balance.

10.5 Flexibility in Taking RDOs

It is agreed between the parties, that in order to meet the business needs of Council, and best practice, or where in the opinion of a project supervisor or departmental head there are cost efficiencies to be gained by working on an RDO, then RDOs will be worked, by mutual agreement, subject to two (2) working days notice being given, except in the case of emergencies.

Officer Award employees in receipt of salaries less than that prescribed by Level 8 of the General Salary Scale, have the option of banking the RDO or receiving payment at overtime rates for work on the RDO.

State Award employees have the option of banking the RDO or receiving payment at overtime rates for work on the RDO.

Where the RDO is banked, it shall be taken at a later time mutually agreeable between the employee and their Supervisor. A maximum of three (3) days (e.g. 21.75 hours –Officer Award employees) or (22.8 hours –State Award employees) can be accrued.

10.6 Sick Leave

Sick leave entitlement is as per clause 14 of this Agreement with any reference to weekly entitlement equating to 36.25 hours or 38 hours and any reference to days equating to 7.25 hours or 7.60 hours.

Sick leave taken shall be booked as 8.10 hours or 8.50 hours each day with no reduction in sick leave on the Rostered Day Off.

An employee who falls sick on a Rostered Day Off shall not receive any further day in lieu thereof.

10.7 Annual Leave

Annual leave entitlement is as per clause 19 of this Agreement with any reference to weekly entitlement equating to 36.25 hours or 38 hours and any reference to days equating to 7.25 hours or 7.60 hours.

Annual leave taken shall be booked as 8.10 hours or 8.50 hours each day with no reduction in annual leave on the Rostered Day Off.

10.8 Long Service Leave

(Officer Award employees)

Long Service leave entitlement is as per the Queensland Local Government Officers' Award, 1998 with any reference to weekly entitlement equating to 36.25 hours or 38 hours and any reference to days equating to 7.25 hours or 7.60 hours.

Long Service leave taken shall be booked as 8.10 hours or 8.50 hours each day with no reduction in Long Service Leave on the Rostered Day Off.

(State Award employees)

Long Service leave entitlement is as per the Industrial relations Act 1999 with any reference to weekly entitlement equating to 38 hours and any reference to days equating to 7.60 hours.

Long Service leave taken shall be booked as 8.50 hours each day with no reduction in Long Service Leave on the Rostered Day Off.

10.9 New Employee - insufficient accumulation

(Officer Award employees)

Where an employee taking an RDO has not worked up a full day in credit, his/her pay will be based on ordinary hours paid for the days worked and the RDO, e.g. three (3) days worked at 8.10 hours totalling 24.30 hours and fourth day was an RDO, as the fortnight has not been completed the employee would be paid 7.25 hours multiplied by 4 days = 29 hours and the RDO Balance would be negative 4.7 hours.

(State Award employees)

Where an employee taking an RDO has not worked up a full day in credit, his/her pay will be based on ordinary hours paid for the days worked and the RDO, e.g. Three (3) days worked at 8.50 hours totalling 25.50 hours and fourth day was an RDO, as the fortnight has not been completed the employee would be paid 7.60 hours multiplied by 4 days = 30.40 hours and the RDO balance would be negative 4.9 hours.

10.10 Payout on Termination

If an employee leaves the employment of the Council for any reason, they shall be paid out for hours held in credit at the ordinary rate or employees with a negative balance will have the balance deducted at the ordinary rate.

11. HOURS OF DUTY – SPREAD AND ARRANGEMENT

Notwithstanding the provisions of the Award cited herein relating to Hours of Duty, it is agreed that:

11.1 Spread of Hours

That for the specific project or special circumstances and then only by agreement between the supervisor and employee concerned, the normal spread of hours may be altered so that the whole or part of the ordinary hours of duty/work are performed outside the normal spread of hours as prescribed in the Awards and between the hours of 5.00am and 8.00 pm, Monday to Friday, without penalty;

This arrangement may be applied to:

- 11.1.1** Road line marking on heavily trafficked roads, to enhance employee safety and facilitate efficient project completion with minimal traffic disruption.
- 11.1.2** Tree pruning or removal on roads or in parks to enhance employee and public safety and minimise traffic disruption.
- 11.1.3** Projects where tidal influence precludes work being performed during the normal spread of hours.
- 11.1.4** Projects where a planned interruption to essential services would be unreasonable during the normal spread of hours.
- 11.1.5** Construction, alteration or maintenance projects where safety considerations can not be satisfied by other means.
- 11.1.6** Construction, alteration on maintenance projects where unreasonable traffic disruption can not be avoided by other means.

- 11.2 Arrangement of Hours - Working any 5 days out of 6 days (Monday to Saturday inclusive) in agreement with majority of Employees involved
Employees may be requested to work their ordinary hours any five (5) days out of six (6) days, Monday to Saturday inclusive, subject to the following:
- 11.2.1** This provision is intended to apply to infrequent and short term works generally conducted by small sections of the workforce;
- 11.2.2** The need to work on Saturday will generally be dictated by special circumstances such as less traffic disruption and reduced safety hazards for employees;
- 11.2.3** This provision shall not be used to replace genuine overtime situations;
- 11.3 Compensation for all hours worked on Saturday shall be calculated at penalty rates existing in the relevant Award and shall be made as follows:
- 11.3.1** All ordinary hours worked on the Saturday shall be taken as a paid day off in lieu by mutual agreement and normally within the week following the Saturday worked and in situations where this does not occur it shall be taken within three months of its accrual; and
- 11.3.2** All penalty time including any worked hours in excess of the agreed ordinary hours shall be paid as overtime for the particular pay period concerned;
- FOR EXAMPLE:** A State Award employee working 10 hours on a Saturday within a “five out of seven” Arrangement under Clause 6.1.2 of the Local Government Employees (excluding Brisbane City Council) Award - State, with a nine-day fortnight agreement in place and commencing at a normal start time of 7.00 AM.
- 10 hour day = 8.5 ordinary hours
1.5 overtime hours
- For the 8.5 ordinary hours, the employee has a paid day off entitlement to be taken the following week or other agreed time.
- All State Award employees’ penalty hours are paid out thus:
- | | | |
|--------------------------------------|--------------|-------------|
| First 3 hours of ordinary time | paid at 50% | = 1.5 hours |
| Remaining 5.5 hours of ordinary time | paid at 100% | = 5.5 hours |
| Overtime 1.5 hours | paid at 200% | = 3.0 hours |
- Total ordinary time equivalent hours is 10 hours.
- FOR EXAMPLE:** An Officer Award employee working 10 hours on a Saturday with a nine day fortnight agreement in place commencing at a normal start time of 7.00AM.
- 10 hour day = 8.1 ordinary hours
1.9 overtime hours
- For the 8.1 ordinary hours, the employee has a paid day off entitlement to be taken the following week or other agreed time.
- All Officer Award employees’ penalty hours are paid out thus:
- | | | |
|--------------------------|--------------|-------------|
| Ordinary time, 8.1 hours | paid at 100% | = 8.1 hours |
| Overtime, 1.5 hours.... | paid at 200% | = 3.0 hours |
- Total ordinary time equivalent hours is 11.1 hours.
- 11.4 Each employee concerned shall be entitled to individually decide whether or not they agree to work on any particular Saturday under this arrangement;
- 11.5 Any employee who feels aggrieved as a consequence of the operation of this provision shall be entitled and encouraged to resolve their grievance via the dispute settling procedure of this Agreement;
- 11.6 Implementation of this provision shall be monitored by the Enterprise Agreement Consultative Committee to ensure that it operates as provided by this Agreement.

12. OVERTIME - TIME OFF IN LIEU

(Officer Award employees)

Notwithstanding the provision of the Awards cited herein relating to Overtime, it is agreed that by mutual agreement between the supervisor and employee concerned, officers in receipt of salaries less than that prescribed by Level 4 of the General Salary Scale, whilst covered by a Nine Day Fortnight arrangement may be given time off in lieu of overtime payments in the same terms prescribed by Clause 15.3.1 of the Queensland Local Government Officers Award 1998.

This provision does not apply to employees covered by this agreement working in the Works Department.

(State Award employees)

Notwithstanding the provision of the Awards cited herein relating to Overtime, it is agreed that by mutual agreement between the supervisor and employee concerned, the employee may be given time off in lieu of overtime payments in accordance with the following terms:-

- (a) Time off in lieu arrangements will only apply when initiated by the employee.
- (b) The time off in lieu shall be equivalent to time worked outside of normal working hours but within the normal spread of hours of 6.00am to 6.00pm, Monday to Friday, provided that Clause 12.1 shall apply; and
- (c) Such time off shall be taken within three months of its accrual.

This provision does not apply to employees covered by this Agreement working in the Health and Works Departments. It does apply to those employees working in the Workshop and Survey Sections.

13. OVERTIME (Officer Award employees)

It is agreed that Clauses 15.1 - 15.4 of the Local Government Officers Award 1998 are varied to the extent that they shall apply to officers in receipt of salary less than the first increment of Level 8 on the General Salary Scale.

It is also agreed that Clause 15.3 of the Local Government Officers Award 1998 is varied so that by mutual agreement between officers in receipt of salaries prescribed by Levels 4 to 7 inclusive of the General Salary Scale and the respondent, the officer may upon claiming for overtime be given time off in lieu of overtime payments in the same terms prescribed by Clause 15.3.1 – 15.3.5 of the Local Government Officers Award 1998.

The intention of this clause is to permit Level 6-7 officers to be paid overtime where prior approval has been given by Department Managers.

14. SICK LEAVE

14.1 Sick Leave entitlement (State Award employees)

Notwithstanding the provisions of the Awards cited herein relating to Sick Leave, it is agreed that each employee shall be entitled during each year of employment to three (3) weeks' (114 hours) sick leave; provided that in the first year of the employee's employment only, the employee shall be entitled to sick leave at the rate of one day's leave for each month of employment, and that any leave so taken shall be deducted from the employee's annual entitlement of three (3) weeks for that year.

14.2 Sick Leave Accumulation

Notwithstanding the provisions of the Award cited herein relating to Sick Leave, it is agreed that there shall be no limit on the accumulation of sick leave entitlement, however payment of sick leave taken beyond two consecutive days shall be subject to leave accrual and satisfactory medical evidence of illness.

15. CARERS LEAVE

15.1 Notwithstanding the provisions of the Award cited herein relating to Carers Leave, it is agreed that:-

- 15.1.1** Carers Leave taken and paid as Sick Leave that in any instance exceeds two consecutive days shall require the production of a medical certificate or statutory declaration to establish the illness of the person concerned;
- 15.1.2** The taken leave shall be deducted from the sick leave credits available to the officer; and
- 15.1.3** Leave taken is to be indicated as Carers Leave on the employee's time sheet.

16. SPECIAL LEAVE – FLOODING AND NATURAL EVENTS

An amount of Special Leave – Flooding and Natural Events, being a maximum of two (2) days on an annual financial year basis and non-accruable, may be granted to Council's permanent staff who are unable to attend their normal place of work, or such other work place, that may be nominated on an individual or collective basis in respect of flooding and natural events, in the following circumstances:-

- 16.1 Where the employee is unable to travel to work with a reasonable level of safety due to events such as flooding and cyclonic disturbances;
- 16.2 Where the employee must, of necessity, remain at home to safeguard the employees' family or property;
- 16.3 Where the employee is required to return home before the employees' usual ceasing time to ensure personal safety or the protection of the employees' family or property;
- 16.4 Where Special Leave – Flooding and Natural Events is sought on the basis of an employee being unable to safely travel to and from work, the employee must remain in a situation and/or condition of being able to attend work should suitable safe travel happen to be arranged.

Where flooding and natural events may exist, and Special Leave has been exhausted, then employees will be entitled to other types of leave and accruals in accordance with provisions that already exist.

In interpreting this Clause it is to be remembered that Council is a community service organisation and has a lead role to play in times of flooding and other natural events. In order to discharge this responsibility, it is essential that an adequate number of staff are available to fulfill various roles, and at various locations throughout the Shire, subject to the personal safety of employees and their families.

Council may nominate alternate places of work for certain employees whose presence may be desired in order to address flooding and natural events preparedness and response. For the purpose of this Clause, these alternate places of work are to be taken as the employees' normal work place, until advised otherwise.

17. PAID PARENTAL LEAVE

The following provisions shall apply to parental leave and be additional to the provisions under the employee's relevant award.

- 17.1 The provisions of this Clause shall not apply to casual officers, eligible casual employees, temporary officers or officers whose employment is for a fixed term.
- 17.2 This Clause shall apply to full time officers or part time officers.
- 17.3 The payment of parental leave shall be inclusive of, but not additional to, the fifty-two (52) weeks allowed under the relevant award provisions.
- 17.4 Paid parental leave will be effective from the date of commencement of parental leave and may be paid as a lump sum payment on commencement or as normal fortnightly payments for the period of entitlement or at half of normal fortnightly payments for double the period of entitlement at the election of the employee.
(e.g.: if entitled to 3 weeks paid @ normal pay rate employee can elect to take 6 weeks paid @ half the normal pay rate)
- 17.5 Parental leave may be paid leave as follows;
 - 17.5.1** where immediately before the employee commences parental leave she or he has two (2) years continuous service but less than three (3) years continuous service then the four (4) weeks of the parental leave will be paid;
 - 17.5.2** where immediately before the employee commences parental leave she or he has three (3) years continuous service but less than four (4) years continuous service then the five (5) weeks of the parental leave will be paid;
 - 17.5.3** where immediately before the employee commences parental leave she or he has four (4) years or more continuous service then the six (6) weeks of the parental leave will be paid.
 - 17.5.4** Provided that in any event the officer has 12-months continuous service (full-time or part-time) after the completion of any previous parental leave irrespective of the duration of that leaves.
- 17.6 Parental leave whether paid or unpaid shall be continuous, that is unbroken.

- 17.7 Part-time employees shall be eligible for paid parental leave paid on pro-rata basis of the average weekly ordinary hours for the preceding 12-months.
- 17.8 Leave entitlements as provided by the relevant Award will continue to accrue during the period of paid parental leave.
- 17.9 Superannuation contribution and the insurance coverage and contribution provisions of the Scheme shall be provided as set out in the Rules of the Scheme.
- 17.10 Where it is required that the employee communicate with Council as to the commencement, duration, changes and return from Parental leave, Council shall respond to such communication within a reasonable time frame, but no more than four (4) weeks after receiving same.
- 17.11 If the parents elect to assume the paternal partner as the primary and sole care giver of their child/children within the first four (4) weeks after the birth or adoption of their child/children, then satisfactory evidence must be provided to Council to support the paternal partner as primary and sole care giver.

18. BEREAVEMENT LEAVE

- 18.1 For the purpose of this clause, 'immediate family' shall be defined as Parent, Spouse, Defacto Spouse, child, adult child including adopted child, step child, or ex-nuptial child, sibling of the employee or spouse of the employee. Full-time and part-time employees shall, on the death of a member of their 'immediate family' as defined by Hinchinbrook Shire Councils definition of 'immediate family' be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 5 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the Employer.
- 18.2 Bereavement Leave other than that detailed in Clause 18.1 of this agreement shall be as per the conditions set out in the relevant Parent Award.

19. ANNUAL LEAVE ENTITLEMENT (State Award employees)

- 19.1 Notwithstanding the provisions of the Awards cited herein relating to Annual Leave, it is agreed that each employee shall be entitled to five (5) weeks' (190 hours) annual leave entitlement at the completion of each year of employment and upon termination prior to a full year of employment an amount equal to one-ninth of ordinary pay for the period of employment calculated in accordance with subclause 7.1.4 of the Local Government Employees Award.
- 19.2 If a State Award employee while absent from duty on annual leave granted in accordance with the applicable parent award is overtaken by illness the officer 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 officer would be unfit to perform normal duties for a period of not less than five days, and subject to the provisions of subclause 24.5.6 of the Queensland Local Government Officers Award, be entitled on application to have such period of illness which occurs during the employees annual leave debited to the employees sick leave entitlements and the employees annual leave entitlement shall be adjusted accordingly.

20. LEAVE ACCUMULATION

- 20.1 Annual Leave - Leave accrued must not exceed 10 weeks including pro-rata entitlement. Annual leave in periods of less than one (1) day may be approved in special circumstances.
- 20.2 Long Service Leave - Leave accrued is to be taken within five (5) years of receiving the entitlement. It can be taken piecemeal, but it is recommended that it be taken in no less than three portions.

21. GENERAL SALARY SCALE - JUNIOR RATES OF PAY (Officer Award employees)

Notwithstanding the provisions of the Award cited herein relating to General Salary Scale -Junior Rates of Pay, it is agreed that employees under 21 years of age are to be paid as follows:

First year of employment Age % of Level 1A

Second and subsequent years Age % of Level 1B

and so on until reaching Adult Age (21 years) at which time the employee shall then progress to the full adult wage at the appropriate level e.g. 1C as the case maybe.

Rates for junior employees will be determined in accordance with the Junior Rates scale in the Queensland Local Government Officers Award, 1998.

22. OFFICER AWARD EMPLOYEES SUPERVISING STATE AWARD EMPLOYEES

Notwithstanding the provisions of the Award, officer award employees supervising state award employees covered by Awards of the Queensland Industrial Relations Commission working 38 hours per week will also work 38 hours per week as their ordinary hours of duty. The hourly rate for the ordinary hours of duty for these supervising officers shall be at the same hourly rate as an officer working 36.25 hours per week.

23. REDUNDANCY PROVISIONS

23.1 Definition of Redundancy

Redundancy occurs when an employer decides that the employer no longer wishes the job the officer has been doing to be done by anyone and this is not due to the ordinary or customary turnover of labour.

23.2 Process for Redundancy

23.2.1 Within a three month period

The Council will within a three (3) month period:

Try to redeploy or appoint the employee to a suitable position;

Provide appropriate training in accordance with this agreement to assist the employee to carry out the duties of a redeployed or appointed position; or

If redeployment or appointment to a position is not practicable, make a written offer of the involuntary retrenchment package to the employee concerned.

23.2.2 **Period of Notice**

A minimum of eight (8) weeks notice shall be given to employees for involuntary-redundancies, regardless of years of service.

23.3 Discussions before Redundancy

23.3.1 Where the Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Council shall hold discussions with the employees directly affected and, if they request, their relevant union representative.

23.3.2 The discussions shall take place as soon as practicable after the Council has made a definite decision which will invoke the provision of 23.2 hereof and shall cover, "inter alia", any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

23.3.3 For the purposes of the discussion the Council shall, as soon as practicable provide in writing to the employees concerned and, if they request, their relevant union representative[^]) all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential Information the disclosure of which would be harmful to Council's interests.

23.4 Transfer to other duties

Where an employee is transferred to lower paid duties for reasons set out in clause 23.1 hereof the employee shall be entitled to the same period of notice of transfer as he / she would have been entitled to if his / her employment had been terminated, and the employer respondent may at the respondent's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates of the number of weeks of notice still owing.

23.5 Effective Retraining

Where an employee is transferred or offered a position in another area of Council, the Council agrees to provide effective skills development and retraining to facilitate the immediate or ultimate appointment to the position offered.

23.6 Time off work during the notice period

During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he / she not receive payment for time absent.

23.7 Severance Pay

An employee whose employment is terminated for reasons set out in clause 23.1 above hereof, shall be entitled to the amount of severance pay in Schedule A. The payment shall be equal to the employee's current ordinary rate of pay, for each year of continuous service with Hinchinbrook Shire Council. A pro-rata amount shall be paid for each incomplete year of continuous service.

The Council, subject to its approval on an employee by employee basis, may be prepared to make an offer of voluntary redundancy to other employees of Council not subject to involuntary redundancy. Payments in respect to voluntary redundancies shall be, the greater of \$6500 or eight (8) weeks pay, in addition to the severance pay rates established for involuntary-redundancies (Schedule A). An employee seeking voluntary redundancy must accept the offer within two (2) weeks of the offer being made, otherwise the offer will lapse.

SCHEDULE A - SEVERANCE PAYMENTS INVOLUNTARY

| YEARS OF CONTINUOUS SERVICE (completed) | SEVERANCE PAY (weeks pay*) |
|--|--------------------------------------|
| Less than 1 year | 2 |
| 1 year and up to 2 years | 4 |
| 2 years and up to 3 years | 6 |
| 3 years and up to 4 years | 8 |
| 4 years and up to 5 years | 10 |
| 5 years and up to 10 years | 10 + [1.75 (yrs of service - 5)] |
| 10 years and up to 15 years | 18.75 + [1.5 (yrs of service - 10)] |
| 15 years and up to 20 years | 26.25 + [1.25 (yrs of service - 15)] |
| 20 years and over | 32.5 + [1 (yrs of service - 20)] |

For example:

If an employee has 6.5 years continuous service, severance payment = 10 + [1.75 (6.5-5) weeks pay] = 12.625 weeks pay

* "Weeks pay," means the ordinary time rate of pay for the officer concerned.

23.8 Employee Leaving During the Notice Period

An employee whose employment is terminated for reasons set out in clause 19.1 hereof may terminate his / her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he / she remained with the employer respondent until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

23.9 Alternative Employment

An employer respondent, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer respondent obtains acceptable alternative employment for the employee.

Notwithstanding the provisions of the paragraph above where an employee whose position is no longer required in accordance with this clause, finds or is found suitable employment with another Local Government or Other Authority, prior to termination, the officer shall be ineligible for payment of severance pay in accordance with clause 23.1.

23.10 Recognition of Prior Service

For the purpose of calculating 'years of continuous service' to be applied in the calculation of severance payment, years of service will be taken to be that amount applicable in determining the employee's Long Service Leave entitlements. This arrangement then includes immediate prior service with other Queensland Local Governments.

24. ONGOING COMMITMENT TO IMPLEMENT AND MEASURE PRODUCTIVITY MEASURES.

The parties to this Agreement will continue their commitment to ongoing productivity improvements and measurement of those improvements, by supporting the implementation of a Staff Development and Appraisal Program.

The Staff Development and Appraisal Program has been fundamentally established to:

- (a) provide employees with clearly defined descriptions of the work, skills and knowledge required;
- (b) set performance objectives and standards;
- (c) assess actual performance against agreed objectives and standards;
- (d) provide access to training, development and education;
- (e) assist career planning;
- (f) ensure confidentiality.

25. MULTI-SKILLING

It is agreed parties are committed to multi-skilling in order to:

- (a) Provide greater job satisfaction and possible access to a wider range of jobs for employees;
- (b) Provide opportunity for greater efficiencies by widening the breadth of employee's skills.

Movement towards multi-skilling will be subject to requirements of and operational compatibility with Council's business needs and Corporate and Operational Plans. Through the Staff Development and Appraisal Program, the Enterprise Agreement Consultative Committee will monitor the progress of multi-skilling provisions.

26. FOUR DAY WORKING WEEK

Conditions of Four (4) Day Week

This provision relates only to employees working in the Water and Sewerage Department and the following conditions will prevail:

- (a) Hours of work: 9.5 ordinary hours per day.
- (b) Public/Statutory Holidays: Will be taken as per Award provisions.
- (c) Overtime / Time in Lieu: Should an employee be required to work on a Rostered Day Off, Overtime or Time in Lieu provisions will be paid in accordance with that of Clause 13 of this Agreement.
- (d) Sick Leave: Sick leave shall accrue in accordance with the Queensland Local Government Officer's Award provisions, but shall be taken/paid at up to 9.5 hours/day.
- (e) Annual Leave: Annual leave shall accrue in accordance with the Queensland Local Government Officer's Award 1998 provisions, but shall be taken/paid at up to 9.5 hours/day.
- (f) Long Service Leave: Long Service leave shall accrue in accordance with the Queensland Local Government Officer's Award 1998 provisions, but shall be taken/paid at up to 9.5 hours/day.
- (g) Callout Arrangements (Water & Sewerage): Any employee who is rostered "On Call" will have to work their usual day off. This day can then be either taken as "overtime" or booked as "Time in Lieu". If time in Lieu is taken, then the time in lieu accrued is to be taken before the employee next goes on call.

The Water and Sewerage Department will continue working a four day working week for the duration of this Agreement.

27. TRAVEL TIME

Travel time allowance for all eligible employees as described under Clause 12.4 - Queensland Local Government Officers Award} 1998 - State, will be paid at penalty rates.

Travel time allowance for all eligible employees as described under Clause 8.1 - Local Government Employees' (Excluding Brisbane City Council) Award - State, will be paid at penalty rates.

28. PART-TIME EMPLOYMENT FLEXIBILITY

It is agreed that Clause 13.8 of the Local Government Officers Award 1998 is varied to the extent that by mutual agreement (in writing), Part-time Officers shall be allowed to work for six consecutive hours provided that if they are required to work beyond 6 hours, a crib break of thirty minutes which shall not be counted as time worked, shall be taken at the commencement of the sixth hour.

29. FINAL TRIM GRADER OPERATORS

Positions of Final Trim Operators are to be established in accordance with the organisation's needs. Persons appointed to Final Trim Operator Positions are to receive payment equivalent to Level 7 of the State Award.

30. ALLOWANCES

30.1 Construction

Construction Allowance as prescribed under the Local Government Employees' (Excluding Brisbane City Council) Award - State shall be paid to all employees who are required to work in conditions as described under Clause 3.5 (1) - of that Award.

30.2 Live Sewer Work Allowance

Live Sewer Work Allowance as prescribed under the Local Government Employees' (Excluding Brisbane City Council) Award - State shall be paid to all employees who are required to work in conditions as described under Clause 3.5 (2) of that Award.

30.3 Warrens Hill Waste Facility Mechanical Plant Repair Allowance.

30.3.1 Council employed Mechanics engaged in performing repairs on Council Plant at the Warrens Hill Waste Facility shall, during ordinary hours, be paid at the rate of time and a half for all time so engaged.

During overtime or on week-ends or public holidays Council employed Mechanics shall be paid one half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged in performing repairs on Council Plant at the Warrens Hill Waste Facility.

All time travelling to and from such operations shall be deemed to be time worked for this purpose.

30.3.2 The term 'waste' shall mean contact with rubbish, dirty conditions, dust and wetness, and noxious fumes during engagement at the Warrens Hill Waste Facility. The allowance prescribed in 30.3.1 shall relate to work carried out where there is direct connection with waste. The term shall also include work in connection with cleaning of Waste Facility Plant if such plant is contaminated with waste.

30.3.3 This allowance shall not apply to Warrens Hill Waste Facility employees.

30.3.4 The allowance prescribed in clause 5.8.1 of the Local Government Employees (excluding Brisbane City Council) Award – State shall not be paid in addition to the allowance prescribed in clause 30.3.1 of this agreement.

30.4 On call for Emergency Work (Officer Award employees)

30.4.1 An officer who is required by a respondent to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of \$30 per day upon which the officer is required to be on call for emergency work.

30.4.2 An officer whose period of on call duty includes or coincides with a Public Holiday shall have added to the officer's annual leave entitlement one day for each such holiday on which such officer is required to be on call.

30.4.3 Officers called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work but they must return home within a reasonable time and payment shall be calculated accordingly, but such payment shall not be less than three hours salary at ordinary time rates.

30.4.4 If the employee who is on call and being paid on call allowance is called upon to perform emergency work, provided the employee does not leave home to attend to the situation, e.g. handled by phone, they shall be entitled to a minimum of thirty (30) minutes at ordinary time.

This provision does not apply to Executive Officers.

30.5 On Call Allowance (State Award employees)

30.5.1 It is agreed that Clause 5.8.15 of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003 shall apply to all employees covered by this Agreement.

30.5.2 It is agreed that Clause 5.8.15 (a) of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003 is varied such that Monday to Saturday – An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$30 for each day and/or night during which the employee remains on call.

30.5.3 If the employee who is on call and being paid on call allowance is called upon to perform emergency work, provided the employee does not leave home to attend to the situation, e.g. handled by phone, they shall be entitled to a minimum of thirty (30) minutes at ordinary time.

30.6 Motor Vehicle Allowance (State Award employees)

An employee required to use his or her private motor vehicle for official purposes is to be paid 0.67 cents per kilometre as per Clause 12.5 of the Queensland Local Government Officer's Award.

30.7 Trade Allowance (State Award employees)

30.7.1 Upon certification of this agreement, a trade allowance of \$1.50 per hour will be added to the hourly rate post any wage increases as applied via clause 31 of this agreement. This allowance only applies to those employees possessing Trade Qualifications that are specifically engaged by Council to perform their trade.

30.7.2 The allowance prescribed in subclause 30.7.1 of this agreement shall not be paid to apprentices.

31. SCHEDULE OF INCREASES

31.1 The wage increases granted under the current Agreement shall be as follows:

Year One

4% - commencing 1 July 2009

Year Two

4% - commencing 1 July 2010

Year Three

4% or CPI (All Capitals 2011 March index) whichever is the greater - commencing 1 July 2011

31.2 Junior Rates (Officer Award employees)

Rates for junior employees will be determined in accordance with the Junior Rates scale in the Queensland Local Government Officers' Award, 1998 and clause 21 of this Agreement.

Schedule B attached to this Agreement details the Wage and General Salary Scale operative from 1 July, 2009.

32. NO EXTRA CLAIMS

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

32.1.1 The parties to this agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of the Agreement. This clause does not prevent any party to the underpinning Awards from seeking amendment or amendments (including amendments to award wages, classifications or conditions) to those Awards during the life of this Agreement.

32.1.2 This clause shall not prevent the parties from applying variations to the quantum of award based allowances which occur during the life of this Agreement.

32.1.3 The parties may raise claims during the renegotiation and review period.

32.1.4 This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the Queensland Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.

33. SAFETY NET AWARD INCREASES

This Hinchinbrook Shire Council Local Government Employees Enterprise Agreement of 2009 shall absorb all subsequent adjustments awarded during its nominal life.

34. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed on all staff Notice Boards and be readily accessible to all employees and parties covered by this Agreement.

35. OCCUPATIONAL SUPERANNUATION

35.1 Respondents shall contribute on behalf of each officer an amount into the Local Government Employees Superannuation Scheme established pursuant to the terms and conditions as set out in Chapter 17 of the Queensland Local Government Act 1993.

35.2 Ordinary time earnings or salary for superannuation purposes shall mean the actual ordinary rate of pay the officer receives for ordinary hours of work including all permanent allowances, district, construction, leading hand, and locality allowances where applicable. Salary for superannuation purposes shall not include overtime, disability allowances other than those specified, service increment payments, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.

36. SALARY SACRIFICE

36.1 Salary sacrifice arrangement for superannuation is available to all employees.

36.1.1 Signed Agreement to be processed by Chief Executive Officer and the Employee not less than fourteen days prior to date of effect for commencement or variation. Notice of ceasing a salary sacrifice agreement from an employee is also required not less than fourteen days prior to date of effect for termination.

36.1.2 The pay section will prepare the agreement for signatures upon request from the employee. (Note there will also be paperwork required to be completed for the LG Superannuation Scheme).

36.1.3 The only dates for effect for commencement, variation or ceasing arrangement is 1st January, 1st July each year or on termination of employment.

36.1.4 Net salary sacrifice rate will be calculated and will be treated as the base hourly rate of pay for all wage calculations excluding termination payment for accrued leave, which will use the full pre-sacrifice rate due to the sacrifice arrangement being cancelled from the date employment ceases.

36.1.5 Annual Workcare wages declaration will be on the full pre-sacrifice gross salary and the employee will be paid the net salary sacrifice rate while on periods of workers compensation, which will allow the salary sacrifice arrangement to continue.

36.2 Benefits other than Superannuation

Salary sacrifice arrangements for benefits other than superannuation are available to all employees subject to the following:-

36.2.1 The employee must make application in writing detailing the benefits sought;

36.2.2 It is Councils absolute discretion to agree to accept the application and enter into a salary sacrifice arrangement;

36.2.3 Signed Agreement to be processed by Chief Executive Officer and the Employee not less than fourteen days prior to date of effect for commencement or variation. Notice of ceasing a salary sacrifice agreement from an employee is also required not less than fourteen days prior to date of effect for termination.

36.2.4 Net salary sacrifice rate will be calculated and will be treated as the base hourly rate of pay for all wage calculations excluding termination payment for accrued leave, which will use the full pre-sacrifice rate due to the sacrifice arrangement being cancelled from the date employment ceases.

36.2.5 Annual Workcare wages declaration will be on the full pre-sacrifice gross salary and the employee will be paid the net salary sacrifice rate while on periods of workers compensation, which will allow the salary sacrifice arrangement to continue.

37. PAYROLL DEDUCTIONS

The parties agree that the payroll system of deduction for officer's payments to the existing range of organisations will continue. Authorised payroll deductions will continue to be made for Employee Organisations, Medical and other Insurance, Superannuation, Charitable/Community Organisations and Hinchinbrook Shire Council Rates/Sundry Debtors in accordance with Councils Employee – Pay Deduction Policy.

38. EMPLOYMENT SECURITY

The Council is committed to security of employment for current permanent and permanent part-time employees.

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

- (a) Training and educating employees and providing retraining;
- (b) Career development and equal opportunity;

- (c) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future and ensuring that the use of contractors and sub contractors does not threaten established staff levels.

Where job viability is affected and redeployment and retraining options have been exhausted, any termination of employment which may be necessitated as a result in changes of work practices shall be achieved in accordance with all relevant Award provisions and Council's policy on Employee Redundancy Situations.

Nothing in this clause shall override provisions of Council's disciplinary policies and procedures, nor the rights and obligations of Council and employees under relevant industrial Awards and legislation relating to disciplinary matters.

39. METHOD OF ENGAGEMENT

39.1 Council shall engage a person as an employee on terms that correspond with a form of employment prescribed within this clause and in accordance with the relevant Awards.

39.1.1 Probation

An employer may choose to employ any full-time, part-time or fixed-term Officer on an initial probationary period. To avoid doubt a probationary period is only applicable on the commencement of employment with an employer. The maximum probationary period shall be as per the relevant Award.

As a condition incidental to employment on probation, an Officer shall be advised of, and given an opportunity to make response to, any adverse material about the Officer which the employer intends to take into account in a decision to terminate the employment upon or before the expiry of the probationary period.

39.1.2 Fixed term employment

Fixed term employment means employment for a specified term or ascertainable period for which the instrument of engagement will specify starting and finishing dates (or in lieu of a finishing date, will specify the circumstances or contingency relating to a specific task or project, upon the completion of which the term of the employment shall expire). During the term of fixed term employment, the contract is not terminable, by the employer, other than during a probationary period, in accordance with the terms of the contractor for cause based on serious or wilful misconduct.

The use of fixed term employment shall be limited to the engagement on work within the following circumstances:

- (a) for the completion of a specified task(s) or project; or,
- (b) to relieve in a vacant position arising from an employee taking leave in accordance with the applicable award; or,
- (c) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
- (d) to fill short term vacancies resulting from the resignation of a permanent employee during the recruitment and selection process.

Provided that an officer shall not be employed on a fixed term basis to fill an ongoing position or to carry out work associated with ongoing function/s within the organisation or a position previously held by a permanent employee except when employed to replace an employee in the circumstances specified in paragraphs b) and d) above.

The award shall apply to an officer employed on a fixed term basis except to the extent that the award expressly provides that it does not apply,

When offering employment on a fixed term basis, the employer shall advise the officer in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.

An officer employed on a fixed term basis shall have access to the review and annual increments on the same basis as a permanent employee under the award.

The employer and an officer employed on a fixed term basis may agree to the duration of the period of employment being extended once only and any extension must be for less than twelve months. Any extension shall occur if, and only if, this extension is required to complete the specific task/s or project

for which the officer was originally employed or where the temporary absence of an officer which the officer was employed to replace continues.

If a fixed term officer is subsequently appointed to a permanent position with the employer, any period of the fixed term employment completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for all purposes.

40. POSITIVE EMPLOYMENT RELATIONS

40.1 New Employees

The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

Council will make available to employees a document indicating that a Statement of Policy on Union Encouragement issued by the Queensland Industrial Relations Commission.

40.2 Workplace Delegates

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

40.3 Facilities and conditions

The following facilities will be made available to the parties involved in any consultative forum set up in accordance with this Agreement:

40.1.1 Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.

40.1.2 Reasonable access to normal Council facilities such as, typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.

40.1.3 Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement.

40.1.4 No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

40.4 Workplace Delegates Leave

Paid leave of absence of up to five (5) days per person per annum will be granted to employee delegates to attend trade union training, ACTU or specific Union training courses approved by the respective Union.

40.5 Right of Entry

An authorised officer of the Union will have rights of access and entry to the premises of the Council for the following purposes:

Meeting with workplace delegates; and

Meetings with members of staff; and

Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues; and

To conduct union business matters or matters incidental to union business.

40.6 Meetings

40.6.1 It is agreed that officers are entitled to use up to a total of 8 hours paid time to attend union meetings during normal working hours over the 3 year period of this Agreement. Meetings are to be scheduled at the start or end of the working day to minimise disruption to work patterns. Any variation to this arrangement must be by Agreement between union delegates and the CEO.

40.6.2 The parties will promote a participative and consultative workplace environment and encourage all employees to participate in union meetings.

40.7 Meeting notices and newsletters

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

41. LONG SERVICE LEAVE (Officer Award employees)

41.1 Subject to the provisions of 41.6, the entitlement of an officer to long service leave on full pay pursuant to this award shall be as follows:

41.1.1 In the case of an officer who has completed an initial period of ten years' continuous service, thirteen weeks;

41.1.2 In the case of an officer who has completed an initial period of seven years but less than ten years' continuous service, will be able to access accrued Long Service Leave without termination of service.

The following will apply as well: an officer who terminates that service, or who dies, or whose respondent terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of thirteen weeks for ten years' service;

41.1.3 In the case of an officer who has completed an initial or a subsequent period of ten years' service and who continues that service until the officer has completed a further period of ten years' service, a further thirteen weeks; and

41.1.4 In the case of an officer who continues in the service of a respondent after having completed an initial or a subsequent period of ten years' service and whose employment is terminated for any reason, or who dies, before completion of a further period of ten years' service, a proportionate further amount on the basis of thirteen weeks for ten years' service.

41.2 For the purpose of this award continuous service shall mean and include service with a respondent or with more than one respondent which has been continuous except for:

41.2.1 Absence from work on leave granted by a respondent including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five years of the officers service shall be included in the period in respect of which long service leave is computed:

41.2.2 The officer having been dismissed or stood-down by the respondent, or the officer having terminated service with the respondent by reason of illness or injury; provided that the officer shall have been re-employed by that respondent or another respondent, and shall not have been engaged in any other calling whether on the officer's own account or as an officer subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that officer was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph 41.2.2 be taken into account in calculating the period of service;

41.2.3 The officer having been dismissed or stood down by the respondent or the officer having terminated service with the respondent, provided that the officer shall have been re-employed by that respondent or some other respondent within a period not exceeding three months.

41.3 Service as a member of the Naval, Military or Air Forces and (other than the British Commonwealth Occupation Forces in Japan) of the Commonwealth or of the Civil Construction Corps established under the National Security Act 1939, as amended by subsequent Acts, of the Commonwealth, shall be deemed to be service with the respondent by which that officer was last employed before the officer commenced to serve as such member.

In relation to a female, service as a member of Her Majesty's Naval Military or Air Forces as specified in this clause includes that service as a member of, or any service forming part of those Forces or any of them.

This clause shall not apply in respect of service whether for a specified period or without limit of time, with any of the permanent Naval Military or Air Forces of the Commonwealth or with the British Commonwealth Occupation Forces in Japan.

41.4 Upon enlistment in Her Majesty's Armed Forces for active war service of any officer employed under this award, the respondent shall be liable to pay to such officer, if the officer so requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this award.

Any pro rata payment so made at the officer's request shall not be deemed to break the continuity of the officer's service for long service leave purposes, but the quantum of long service leave to which such officer may become entitled in the event of the officer rejoining the service of the same or another respondent to this award shall be reduced by the period of service in respect of which the pro rata payment was made.

41.5 Where an officer covered by this award enlists for active war service in any of Her Majesty's Armed Forces and subsequently dies during the period of such enlistment a pro rata payment of long service leave due to the officer shall be paid to the officer's personal representative.

In the event of such officer being totally incapacitated by reason of war service to the extent of being unable to resume duties with the respondent, a pro rata payment for long service leave shall be paid to the officer or calculated in accordance with provisions of this award; provided that for the purposes of this clause there shall be no minimum qualifying period of eligibility for long service leave.

41.6 Calculating an officer's length of service

41.6.1 In calculating an officer's length of service for the purpose of this clause, any period of the service had by an officer with a respondent or respondents prior to 15 June 1978 in respect whereof the officer has received long service leave on full pay pursuant to an entitlement thereto under the provisions of an award or Act in force prior to that date shall not be taken into account.

41.6.2 Subject to the provisions of 41.6.1 of this clause, the method of calculating the amount of long service leave due to an officer pursuant to the provisions of this award shall be as follows:

41.6.2(a) Officers whose initial period of continuous service commenced prior to 11 May 1944 shall be entitled to thirteen weeks long service for the first completed period of 20 years' service, and to a further thirteen weeks long service leave for each subsequent completed period of ten years' service, or a proportionate payment for any such subsequent completed period of service which is less than ten years on the basis of thirteen weeks for ten years' service.

41.6.2(b) Officers whose initial period of continuous service commenced on or after 11 May 1944 but prior to 11 May 1964 shall be entitled to long service leave in respect of service prior to 11 May 1964 at the rate of 13/20ths of one week for each year of service and in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service.

Provided that the rate of accrual of 13/15ths of one week for each year of service shall be applied only until the officer's long service leave entitlement pursuant to this subparagraph equals thirteen weeks. Thereafter the rate of accrual shall be one and 3/10ths weeks for each year of service.

Provided further that in respect of service on or after 1 January 1977, officers accrue long service leave at the rate of one and 3/10ths weeks for each completed year of such service.

41.6.2(c) Officers whose initial period of continuous service commenced on or after 11 May 1964 shall be entitled to long service leave in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service and in respect of service on or after 1 January 1977 at the rate of one and 3/10ths weeks for each year of service.

41.6.2(d) An officer whose initial qualifying period of ten years' continuous service is completed on or after 1 January 1977 shall immediately after completion of such period become entitled to long service leave, but the amount thereof shall be calculated in accordance with the provisions of 41.6.2(c).

41.7 Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by the respondent as ordinary time deemed for the purpose of such payment to be worked continuously by the officer during the period of long service leave.

Provided that, in the case of an officer who immediately before the period of long service leave is being paid for ordinary time worked by the officer at a rate in excess of the rate payable under this award, the long service leave shall be paid for at that excess rate as ordinary time deemed for the purpose of such payment at such excess rate to be worked continuously by that officer during the period of long service leave except that, if the rate payable under the award is varied during the period of long service leave, then:

41.7.1 if the variation increases the rate payable under the said award to an amount greater than the aforesaid excess rate, the long service leave shall be paid for at that increased rate for any part of the period thereof in respect whereof the increased rate if the minimum rate of payment under the said award: or

41.7.2 if the variation decreases the rate payable under the said award, the long service leave may be paid for at the aforesaid excess rate less the whole or any portion of the decrease for any part of the period thereof in respect whereof the amount of the decreased rate is the minimum rate of payment under the said award.

- 41.8 The respondent with which the officer is employed at the time long service leave entitlement is claimed shall be liable as between itself and such officer to pay the whole of the amount to which such officer is entitled as payment for long service leave.

Provided that once an officer becomes eligible for pro rata long service leave each respondent with which the officer had previously been employed during the qualifying period for long service leave shall contribute to such entitlement in the proportion which the officer's period of service with it bears to the qualifying service at the ordinary rate of pay which the officer was receiving on the cessation of employment with such contributing respondent.

Provided further that once such contribution is made and the officer concerned is employed by yet another respondent the aforesaid employing respondent shall be liable between it and the new employing respondent for all long service leave contributions that had been forwarded to it and which had accrued during the aforesaid period of employment.

- 41.9 The respondent and the officer concerned may agree upon the times and the manner in which the officer shall be paid for long service leave.

Provided that if an officer who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing but before completing the taking of that amount of long service leave, the respondent shall pay to that officer's personal representative a sum equal to payment as prescribed by clause 41.6 for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that officer.

42. TERMINATION OF EMPLOYMENT (Officer Award employees)

- 42.1 In order to terminate the employment the following periods of notice shall be given by the respondent or officer, or payment in lieu thereof or a combination of both:

| Period of continuous service | Period of notice |
|--|------------------|
| 1 year or less | 1 week |
| over 1 year and up to the completion of 3 years | 2 weeks |
| over 3 years and up to the completion of 5 years | 3 weeks |
| over 5 years of completed service | 4 weeks |

- 42.2 An officer who defaults on giving the required period of notice shall forfeit pay for that period.
- 42.3 In no circumstances will an officer receive notice or pay in lieu of notice less than the officer's pay period.
- 42.4 In addition to this notice, officers over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice.
- 42.5 Payment in lieu of notice will be made if the appropriate notice period is not required to be worked, with payment based on the wages an officer would have received in respect of ordinary time they would have worked during the notice period.
- 42.6 The period of notice in this clause shall not apply to cases of serious misconduct justifying summary dismissal.

Schedule B

LOCAL GOVERNMENT OFFICERS AWARD 1998

EXECUTIVE SALARY SCALE

| COUNCIL CATEGOR Y | ANNUAL SALARY 1/07/2009 | | | | FORTNIGHTLY RATES 1/07/2009 | | | |
|-------------------------|-------------------------|--------|--------|--------|-----------------------------|---------|---------|---------|
| | A | E | D | H | A | E | D | H |
| 8C | 169058 | 165784 | 131514 | 106191 | 6502.23 | 6376.31 | 5058.23 | 4084.27 |
| 8B | 165704 | 162493 | 128915 | 104093 | 6373.23 | 6249.73 | 4958.27 | 4003.58 |
| 8A | 162349 | 159202 | 126313 | 102002 | 6244.19 | 6123.15 | 4858.19 | 3923.15 |
| 7C | 158993 | 155912 | 123711 | 99909 | 6115.12 | 5996.62 | 4758.12 | 3842.65 |
| 7B | 155638 | 152621 | 121106 | 97816 | 5986.08 | 5870.04 | 4657.92 | 3762.15 |
| 7A | 152281 | 149329 | 118504 | 95719 | 5856.96 | 5743.42 | 4557.85 | 3681.50 |
| 6C | 148924 | 146041 | 115906 | 93629 | 5727.85 | 5616.96 | 4457.92 | 3601.12 |
| 6B | 145567 | 142752 | 113302 | 91532 | 5598.73 | 5490.46 | 4357.77 | 3520.46 |
| 6A | 142212 | 139460 | 110699 | 89438 | 5469.69 | 5363.85 | 4257.65 | 3439.92 |
| 5C | 138857 | 136170 | 108095 | 87344 | 5340.65 | 5237.31 | 4157.50 | 3359.38 |
| 5B | 135501 | 132881 | 105497 | 85250 | 5211.58 | 5110.81 | 4057.58 | 3278.85 |
| 5A | 132144 | 129592 | 102893 | 83158 | 5082.46 | 4984.31 | 3957.42 | 3198.38 |
| 4C | 128788 | 126300 | 100288 | | 4953.38 | 4857.69 | 3857.23 | |
| 4B | 125434 | 123010 | 97685 | | 4824.38 | 4731.15 | 3757.12 | |
| 4A | 122078 | 119720 | 95085 | | 4695.31 | 4604.62 | 3657.12 | |
| 3C | 118722 | 116429 | 92481 | | 4566.23 | 4478.04 | 3556.96 | |
| 3B | 115363 | 113140 | 89879 | | 4437.04 | 4351.54 | 3456.88 | |
| 3A | 112006 | 109850 | 87277 | | 4307.92 | 4225.00 | 3356.81 | |
| 2C | 108651 | 106560 | 84678 | | 4178.88 | 4098.46 | 3256.85 | |
| 2B | 105297 | 103271 | 82074 | | 4049.88 | 3971.96 | 3156.69 | |
| 2A | 101940 | 99977 | 79471 | | 3920.77 | 3845.27 | 3056.58 | |
| 1C | 98584 | 96687 | 76871 | | 3791.69 | 3718.73 | 2956.58 | |
| 1B | 95228 | 93398 | 74269 | | 3662.62 | 3592.23 | 2856.50 | |
| 1A | 91871 | 90108 | 71666 | | 3533.50 | 3465.69 | 2756.38 | |

A= CHIEF ADMINISTRATION OFFICER

E= DIRECTOR OF ENGINEERING SERVICES

D= DEPUTY CHIEF ADMINISTRATION OFFICER/DEPUTY DIRECTOR OF ENGINEERING

H= DEPARTMENT HEAD

LOCAL GOVERNMENT OFFICERS' AWARD - GENERAL SALARY SCALE

| LEVEL PAY/ BAND | ANNUAL SALARY | FORTNIGHTLY SALARY | HOURLY RATE |
|----------------------------|--------------------------|-------------------------------|------------------------|
| G1 L1 | 37585 | 1445.58 | 19.94 |
| G1 L2 | 38286 | 1472.54 | 20.31 |
| G1 L3 | 39263 | 1510.12 | 20.83 |
| G1 L4 | 40311 | 1550.42 | 21.39 |
| G1 L5 | 41360 | 1590.77 | 21.94 |
| G1 L6 | 42422 | 1631.62 | 22.51 |
| G2 L1 | 43516 | 1673.69 | 23.09 |
| G2 L2 | 44596 | 1715.23 | 23.66 |
| G2 L3 | 45675 | 1756.73 | 24.23 |
| G2 L4 | 46775 | 1799.04 | 24.81 |
| G3 L1 | 47937 | 1843.73 | 25.43 |
| G3 L2 | 49139 | 1889.96 | 26.07 |
| G3 L3 | 50345 | 1936.35 | 26.71 |
| G3 L4 | 51550 | 1982.69 | 27.35 |
| G4 L1 | 52757 | 2029.12 | 27.99 |
| G4 L2 | 53979 | 2076.12 | 28.64 |
| G4 L3 | 55240 | 2124.62 | 29.31 |
| G4 L4 | 56501 | 2173.12 | 29.97 |
| G5 L1 | 57759 | 2221.50 | 30.64 |
| G5 L2 | 59020 | 2270.00 | 31.31 |
| G5 L3 | 60279 | 2318.42 | 31.98 |
| G6 L1 | 62380 | 2399.23 | 33.09 |
| G6 L2 | 64480 | 2480.00 | 34.21 |
| G6 L3 | 66579 | 2560.73 | 35.32 |
| G7 L1 | 68680 | 2641.54 | 36.44 |
| G7 L2 | 70780 | 2722.31 | 37.55 |
| G7 L3 | 72880 | 2803.08 | 38.66 |
| G8 L1 | 75398 | 2899.92 | 40.00 |
| G8 L2 | 77920 | 2996.92 | 41.34 |
| G8 L3 | 80438 | 3093.77 | 42.67 |
| G8 L4 | 82805 | 3184.81 | 43.93 |
| G8 L5 | 85167 | 3275.65 | 45.18 |

LOCAL GOVERNMENT OFFICERS' AWARD - GENERAL SALARY SCALE

FOREMEN ONLY

| LEVEL PAY/ BAND | ANNUAL SALARY FOREMEN | FORTNIGHTLY SALARY 76hrs | HOURLY RATE FROM |
|----------------------------|--------------------------------------|---|-----------------------------|
| G1 L1C | 40648 | 1563.38 | 20.57 |
| G1 L2C | 41382 | 1591.62 | 20.94 |
| G1 L3C | 42407 | 1631.04 | 21.46 |
| G1 L4C | 43505 | 1673.27 | 22.02 |
| G1 L5C | 44605 | 1715.58 | 22.57 |
| G1 L6C | 45718 | 1758.38 | 23.14 |
| G2 L1C | 46864 | 1802.46 | 23.72 |
| G2 L2C | 47997 | 1846.04 | 24.29 |
| G2 L3C | 49128 | 1889.54 | 24.86 |
| G2 L4C | 50281 | 1933.88 | 25.45 |
| G3 L1C | 51499 | 1980.73 | 26.06 |
| G3 L2C | 52759 | 2029.19 | 26.70 |
| G3 L3C | 54023 | 2077.81 | 27.34 |
| G3 L4C | 55286 | 2126.38 | 27.98 |
| G4 L1C | 56552 | 2175.08 | 28.62 |
| G4 L2C | 57833 | 2224.35 | 29.27 |
| G4 L3C | 59154 | 2275.15 | 29.94 |
| G4 L4C | 60476 | 2326.00 | 30.61 |
| G5 L1C | 61795 | 2376.73 | 31.27 |
| G5 L2C | 63117 | 2427.58 | 31.94 |
| G5 L3C | 64438 | 2478.38 | 32.61 |
| G6 L1C | 66640 | 2563.08 | 33.72 |
| G6 L2C | 68840 | 2647.69 | 34.84 |
| G6 L3C | 71041 | 2732.35 | 35.95 |
| G7 L1C | 73243 | 2817.04 | 37.07 |
| G7 L2C | 75445 | 2901.73 | 38.18 |
| G7 L3C | 77646 | 2986.38 | 39.29 |
| G8 L1C | 80286 | 3087.92 | 40.63 |
| G8 L2C | 82929 | 3189.58 | 41.97 |
| G8 L3C | 85569 | 3291.12 | 43.30 |
| G8 L4C | 88051 | 3386.58 | 44.56 |
| G8 L5C | 90527 | 3481.81 | 45.81 |

LOCAL GOVERNMENT OFFICERS' AWARD - JUNIOR RATES

| LEVEL | ANNUAL SALARY 1/07/2009 | FORTNIGHTLY SALARY 1/07/2009 | HOURLY RATE 1/07/2009 | % OF LEVEL |
|------------------------|--|---|--------------------------------------|-------------------|
| GRADE 1 LEVEL 1 | 37585 | | | |
| G1 L1<17 | 20672 | 795.08 | 10.97 | 55% |
| G1 L1<18 | 22551 | 867.35 | 11.96 | 60% |
| G1 L1<19 | 26310 | 1011.92 | 13.96 | 70% |
| G1 L1<20 | 30068 | 1156.46 | 15.95 | 80% |
| G1 L1<21 | 33827 | 1301.04 | 17.95 | 90% |
| GRADE 1 LEVEL 2 | 38286 | 1472.54 | 20.31 | |
| G1 L2<17 | 21057 | 809.88 | 11.17 | 55% |
| G1 L2<18 | 22972 | 883.54 | 12.19 | 60% |
| G1 L2<19 | 26800 | 1030.77 | 14.22 | 70% |
| G1 L2<20 | 30629 | 1178.04 | 16.25 | 80% |
| G1 L2<21 | 34457 | 1325.27 | 18.28 | 90% |
| GRADE 1 LEVEL 3 | 39263 | 1510.12 | 20.83 | |
| G1 L3<17 | 21595 | 830.58 | 11.46 | 55% |
| G1 L3<18 | 23558 | 906.08 | 12.50 | 60% |
| G1 L3<19 | 27484 | 1057.08 | 14.58 | 70% |
| G1 L3<20 | 31410 | 1208.08 | 16.66 | 80% |
| G1 L3<21 | 35337 | 1359.12 | 18.75 | 90% |
| GRADE 1 LEVEL 4 | 40311 | 1550.42 | 21.39 | |
| G1 L4<17 | 22171 | 852.73 | 11.76 | 55% |
| G1 L4<18 | 24187 | 930.27 | 12.83 | 60% |
| G1 L4<19 | 28218 | 1085.31 | 14.97 | 70% |
| G1 L4<20 | 32249 | 1240.35 | 17.11 | 80% |
| G1 L4<21 | 36280 | 1395.38 | 19.25 | 90% |
| GRADE 1 LEVEL 5 | 41360 | 1590.77 | 21.94 | |
| G1 15<17 | 22748 | 874.92 | 12.07 | 55% |
| G1 15<18 | 24816 | 954.46 | 13.16 | 60% |
| G1 15<19 | 28952 | 1113.54 | 15.36 | 70% |
| G1 15<20 | 33088 | 1272.62 | 17.55 | 80% |
| G1 15<21 | 37224 | 1431.69 | 19.75 | 90% |
| GRADE 1 LEVEL 6 | 42422 | 1631.62 | 22.51 | |
| G1 L6<17 | 23332 | 897.38 | 12.38 | 55% |
| G1 L6<18 | 25453 | 978.96 | 13.50 | 60% |
| G1 L6<19 | 29695 | 1142.12 | 15.75 | 70% |
| G1 L6<20 | 33938 | 1305.31 | 18.00 | 80% |
| G1 L6<21 | 38180 | 1468.46 | 20.25 | 90% |

GOVERNMENT OFFICERS' AWARD - GENERAL SALARY SCALE

CASUAL RATES FROM 01/07/2009

| | | | | | |
|-----------|--------|-------|-----------|--------|-------|
| G1 L1+25% | 46981 | 24.92 | G1 L1+31% | 49236 | 26.12 |
| G1 L2+25% | 47858 | 25.39 | G1 L2+31% | 50155 | 26.61 |
| G1 L3+25% | 49079 | 26.04 | G1 L3+31% | 51435 | 27.29 |
| G1 L4+25% | 50389 | 26.73 | G1 L4+31% | 52807 | 28.01 |
| G1 L5+25% | 51700 | 27.43 | G1 L5+31% | 54182 | 28.74 |
| G1 L6+25% | 53028 | 28.13 | G1 L6+31% | 55573 | 29.48 |
| G2 L1+25% | 54395 | 28.86 | G2 L1+31% | 57006 | 30.24 |
| G2 L2+25% | 55745 | 29.57 | G2 L2+31% | 58421 | 30.99 |
| G2 L3+25% | 57094 | 30.29 | G2 L3+31% | 59834 | 31.74 |
| G2 L4+25% | 58469 | 31.02 | G2 L4+31% | 61275 | 32.51 |
| G3 L1+25% | 59921 | 31.79 | G3 L1+31% | 62797 | 33.31 |
| G3 L2+25% | 61424 | 32.59 | G3 L2+31% | 64372 | 34.15 |
| G3 L3+25% | 62931 | 33.39 | G3 L3+31% | 65952 | 34.99 |
| G3 L4+25% | 64438 | 34.18 | G3 L4+31% | 67531 | 35.83 |
| G4 L1+25% | 65946 | 34.98 | G4 L1+31% | 69112 | 36.66 |
| G4 L2+25% | 67474 | 35.80 | G4 L2+31% | 70712 | 37.51 |
| G4 L3+25% | 69050 | 36.63 | G4 L3+31% | 72364 | 38.39 |
| G4 L4+25% | 70626 | 37.47 | G4 L4+31% | 74016 | 39.27 |
| G5 L1+25% | 72199 | 38.30 | G5 L1+31% | 75664 | 40.14 |
| G5 L2+25% | 73775 | 39.14 | G5 L2+31% | 77316 | 41.02 |
| G5 L3+25% | 75349 | 39.97 | G5 L3+31% | 78965 | 41.89 |
| G6 L1+25% | 77975 | 41.37 | G6 L1+31% | 81718 | 43.35 |
| G6 L2+25% | 80600 | 42.76 | G6 L2+31% | 84469 | 44.81 |
| G6 L3+25% | 83224 | 44.15 | G6 L3+31% | 87218 | 46.27 |
| G7 L1+25% | 85850 | 45.54 | G7 L1+31% | 89971 | 47.73 |
| G7 L2+25% | 88475 | 46.94 | G7 L2+31% | 92722 | 49.19 |
| G7 L3+25% | 91100 | 48.33 | G7 L3+31% | 95473 | 50.65 |
| G8 L1+25% | 94248 | 50.00 | G8 L1+31% | 98771 | 52.40 |
| G8 L2+25% | 97400 | 51.67 | G8 L2+31% | 102075 | 54.15 |
| G8 L3+25% | 100548 | 53.34 | G8 L3+31% | 105374 | 55.90 |
| G8 L4+25% | 103506 | 54.91 | G8 L4+31% | 108475 | 57.55 |
| G8 L5+25% | 106459 | 56.48 | G8 L5+31% | 111569 | 59.19 |

LOCAL GOVERNMENT EMPLOYEES AWARD - STATE

| | | | |
|--------|--|---------|-------|
| L1<6 | LEVEL 1 (FIRST 6MTHS) | 1307.46 | 17.20 |
| L1<6D | LEVEL 1 (FIRST 6MTHS) + DISTRICT | 1309.56 | 17.23 |
| L1<6DC | LEVEL 1 (FIRST 6MTHS) + DISTRICT & CONSTRUCTION | 1357.56 | 17.86 |
| L1 | LEVEL 1-AFTER FIRST 6 MTHS | 1357.27 | 17.86 |
| L1D | LEVEL 1-AFTER FIRST 6 MTHS + DISTRICT | 1359.37 | 17.89 |
| L1DC | LEVEL 1-AFTER FIRST 6 MTHS + DISTRICT & CONSTRUCTION | 1407.37 | 18.52 |
| L2 | LEVEL 2 | 1385.63 | 18.23 |
| L2D | LEVEL 2 + DISTRICT | 1387.73 | 18.26 |
| L2DC | LEVEL 2 + DISTRICT & CONSTRUCTION | 1435.73 | 18.89 |
| L3 | LEVEL 3 | 1413.99 | 18.61 |
| L3D | LEVEL 3 + DISTRICT | 1416.09 | 18.63 |
| L3DC | LEVEL 3 + DISTRICT & CONSTRUCTION | 1464.09 | 19.26 |
| L4 | LEVEL 4 | 1442.61 | 18.98 |
| L4D | LEVEL 4 + DISTRICT | 1444.71 | 19.01 |
| L4DC | LEVEL 4 + DISTRICT & CONSTRUCTION | 1492.71 | 19.64 |
| L5 | LEVEL 5 | 1470.96 | 19.35 |
| L5D | LEVEL 5 + DISTRICT | 1473.06 | 19.38 |
| L5DC | LEVEL 5 + DISTRICT & CONSTRUCTION | 1521.06 | 20.01 |
| L5DLH | LEVEL 5 + DISTRICT & LEADING HAND | 1517.96 | 19.97 |
| L5DCLH | LEVEL 5 + DISTRICT & CONSTRUCTION+LEADING HAND | 1565.96 | 20.60 |
| L6 | LEVEL 6 | 1527.97 | 20.10 |
| L6D | LEVEL 6 + DISTRICT | 1530.07 | 20.13 |
| L6DC | LEVEL 6 + DISTRICT & CONSTRUCTION | 1578.07 | 20.76 |
| L6DLH | LEVEL 6 + DISTRICT +LEADING HAND | 1574.97 | 20.72 |
| L6DCLH | LEVEL 6 + DISTRICT & CONSTRUCTION+LEADING HAND | 1622.97 | 21.35 |
| L7 | LEVEL 7 | 1584.92 | 20.85 |
| L7D | LEVEL 7 + DISTRICT | 1587.02 | 20.88 |
| L7DC | LEVEL 7 + DISTRICT & CONSTRUCTION | 1635.02 | 21.51 |
| L8 | LEVEL 8 | 1643.62 | 21.63 |
| L8D | LEVEL 8 + DISTRICT | 1645.72 | 21.65 |
| L8DC | LEVEL 8 + DISTRICT & CONSTRUCTION | 1693.72 | 22.29 |
| L9 | LEVEL 9 | 1702.04 | 22.40 |
| L9D | LEVEL 9 + DISTRICT | 1704.14 | 22.42 |
| L9DC | LEVEL 9 + DISTRICT & CONSTRUCTION | 1752.14 | 23.05 |

LOCAL GOVERNMENT EMPLOYEES AWARD - STATE CASUAL

| | | | |
|---------|--|---------|-------|
| CL1<6 | LEVEL 1 (FIRST 6MTHS) | 1608.18 | 21.16 |
| CL1<6D | LEVEL 1 (FIRST 6MTHS) + DISTRICT | 1610.28 | 21.19 |
| CL1<6DC | LEVEL 1 (FIRST 6MTHS) + DISTRICT & CONSTRUCTION | 1658.28 | 21.82 |
| CL1 | LEVEL 1-AFTER FIRST 6 MTHS | 1669.44 | 21.97 |
| CL1D | LEVEL 1-AFTER FIRST 6 MTHS + DISTRICT | 1671.54 | 21.99 |
| CL1DC | LEVEL 1-AFTER FIRST 6 MTHS + DISTRICT & CONSTRUCTION | 1719.54 | 22.63 |
| CL2 | LEVEL 2 | 1704.32 | 22.43 |
| CL2D | LEVEL 2 + DISTRICT | 1706.42 | 22.45 |
| CL2DC | LEVEL 2 + DISTRICT & CONSTRUCTION | 1754.42 | 23.08 |
| CL3 | LEVEL 3 | 1739.21 | 22.88 |
| CL3D | LEVEL 3 + DISTRICT | 1741.31 | 22.91 |
| CL3DC | LEVEL 3 + DISTRICT & CONSTRUCTION | 1789.31 | 23.54 |
| CL4 | LEVEL 4 | 1774.41 | 23.35 |
| CL4D | LEVEL 4 + DISTRICT | 1776.51 | 23.38 |
| CL4DC | LEVEL 4 + DISTRICT & CONSTRUCTION | 1824.51 | 24.01 |
| CL5 | LEVEL 5 | 1809.28 | 23.81 |
| CL5D | LEVEL 5 + DISTRICT | 1811.38 | 23.83 |
| CL5DC | LEVEL 5 + DISTRICT & CONSTRUCTION | 1859.38 | 24.47 |
| CL5DLH | LEVEL 5 + DISTRICT & LEADING HAND | 1856.28 | 24.42 |
| CL5DCLH | LEVEL 5 + DISTRICT & CONSTRUCTION & LEADING HAND | 1904.28 | 25.06 |
| CL6 | LEVEL 6 | 1879.40 | 24.73 |
| CL6D | LEVEL 6 + DISTRICT | 1881.50 | 24.76 |
| CL6DC | LEVEL 6 + DISTRICT & CONSTRUCTION | 1929.50 | 25.39 |
| CL6DLH | LEVEL 6 + DISTRICT & LEADING HAND | 1926.40 | 25.35 |
| CL6DCLH | LEVEL 6 + DISTRICT & CONSTRUCTION & LEADING HAND | 1974.40 | 25.98 |
| CL7 | LEVEL 7 | 1949.45 | 25.65 |
| CL7D | LEVEL 7 + DISTRICT | 1951.55 | 25.68 |
| CL7DC | LEVEL 7 + DISTRICT & CONSTRUCTION | 1999.55 | 26.31 |
| CL8 | LEVEL 8 | 2021.65 | 26.60 |
| CL8D | LEVEL 8 + DISTRICT | 2023.75 | 26.63 |
| CL8DC | LEVEL 8 + DISTRICT & CONSTRUCTION | 2071.75 | 27.26 |
| CL9 | LEVEL 9 | 2093.51 | 27.55 |
| CL9D | LEVEL 9 + DISTRICT | 2095.61 | 27.57 |
| CL9DC | LEVEL 9 + DISTRICT & CONSTRUCTION | 2143.61 | 28.21 |

ENGINEERING AWARD STATE

| | | | | |
|--------|---|-------|---------|-------------------------|
| C14 | Relativity to C10(100% rate) Trade+D+T | 33232 | 1278.15 | 79% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 34480 | 1326.15 | |
| C13 | Relativity to C10(100% rate) Trade+D+T | 34380 | 1322.31 | 82% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 35628 | 1370.31 | |
| C12 | Relativity to C10(100% rate) Trade+D+T | 36445 | 1401.73 | 87.4% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 37693 | 1449.73 | |
| C11 | Relativity to C10(100% rate) Trade+D+T | 38357 | 1475.27 | 92.4% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 39605 | 1523.27 | |
| C10 | Relativity to C10(100% rate) Trade+D+T | 41264 | 1587.08 | 100% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 42512 | 1635.08 | |
| C9 | Relativity to C10(100% rate) Trade+D+T | 43176 | 1660.62 | 105% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 44424 | 1708.62 | |
| | Relativity to C10(100% rate) Trade+DCLH+T | 45916 | 1766.00 | |
| C8 | Relativity to C10(100% rate) Trade+D+T | 45088 | 1734.15 | 110% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 46336 | 1782.15 | |
| | Relativity to C10(100% rate) Trade+DCLH+T | 47828 | 1839.54 | |
| | Relativity to C10(100% rate) Trade+DLH+T | 46580 | 1791.54 | |
| C7 | Relativity to C10(100% rate) Trade+D+T | 47001 | 1807.73 | 115% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 48249 | 1855.73 | |
| | Relativity to C10(100% rate) Trade+DCLH+T | 49741 | 1913.12 | |
| | Relativity to C10(100% rate) Trade+DLH+T | 48493 | 1865.12 | |
| C6 | Relativity to C10(100% rate) Trade+D+T | 50825 | 1954.81 | 125% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 52073 | 2002.81 | |
| C5 | Relativity to C10(100% rate) Trade+D+T | 52737 | 2028.35 | 130% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 53985 | 2076.35 | |
| C4 | Relativity to C10(100% rate) Trade+D+T | 54650 | 2101.92 | 135% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 55898 | 2149.92 | |
| C3 | Relativity to C10(100% rate) Trade+D+T | 58474 | 2249.00 | 145% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 59722 | 2297.00 | |
| C2 (A) | Relativity to C10(100% rate) Trade+D+T | 60387 | 2322.58 | 150% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 61635 | 2370.58 | |
| C2 (B) | Relativity to C10(100% rate) Trade+D+T | 64211 | 2469.65 | 160% Of Tradesman Rate |
| | Relativity to C10(100% rate) Trade+DC+T | 65459 | 2517.65 | |

LOCAL GOVERNMENT AWARDS - OTHER

| PAY LEVEL | | ANNUAL | FORTNIGHTLY | |
|------------------------------------|--|--------|-------------|-------------------------------|
| BUILDING TRADES AWARD STATE | | | | |
| BT1 | Plumber/Carpenter 100%+T | 41209 | 1584.96 | Building Trades Award - State |
| | Plumber/Carpenter 100%+D+T | 41266 | 1587.15 | |
| | Plumber/Carpenter 100%+DC+T | 42535 | 1635.96 | |
| BT2 | Plumber/Carpenter 105%+T | 43121 | 1658.50 | Building Trades Award - State |
| | Plumber/Carpenter 105%+D+T | 43178 | 1660.69 | |
| | Plumber/Carpenter 105%+DC+T | 44447 | 1709.50 | |
| BT3 | Plumber/Carpenter 110%+T | 45034 | 1732.08 | Building Trades Award - State |
| | Plumber/Carpenter 110%+D+T | 45091 | 1734.27 | |
| | Plumber/Carpenter 110%+DC+T | 46360 | 1783.08 | |
| APPRENTICE PLUMBER | | | | |
| APL1 | Apprentice Plumber - 1st Year+D | | 589.27 | 40% Of Tradesmen Rate |
| | Apprentice Plumber - 1st Year+DC | | 608.77 | |
| APL2 | Apprentice Plumber - 2nd Year+D | | 810.23 | 55% Of Tradesmen Rate |
| | Apprentice Plumber - 2nd Year+DC | | 837.08 | |
| APL3 | Apprentice Plumber - 3rd Year+D | | 1104.88 | 75% Of Tradesmen Rate |
| | Apprentice Plumber - 3rd Year+DC | | 1141.46 | |
| APL4 | Apprentice Plumber - 4th Year+D | | 1325.85 | 90% Of Tradesmen Rate |
| | Apprentice Plumber - 4th Year+DC (Ref: Building Trades Award - State) | | 1369.77 | |

SIGNATORIES

SIGNED for and on behalf of The Council of The Shire of Hinchinbrook: Giuseppantonio Giandomenico
In the presence of: Vicki Gardner

SIGNED for and on behalf of The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland: Michael Ravbar
In the presence of: Kath Nettleton

SIGNED for and on behalf of Automotive, Metals Engineering Printing and Kindred Industries Industrial Union of Employees, Queensland: Andrew Dettmer
In the presence of: Ann-Marie Allan

SIGNED for and on behalf of Federated Engine Drivers' and Firemen's Association Queensland, Union of Employees: Michael Ravbar
In the presence of: Kath Nettleton

SIGNED for and on behalf of Queensland Services, Industrial Union of Employees: Ian Buckley
In the presence of: Barbara Cochrane

SIGNED for and on behalf of Plumbers & Gasfitters Employees' Union Queensland, Union of Employees: Brad O'Carrell
In the presence of: Charlene Nisbet

SIGNED for and on behalf of The Australian Workers' Union of Employees, Queensland: William Ludwig
In the presence of: Stacey Lee Schinnerl

SIGNED for and on behalf of The Association of Professional Engineers, Scientists And Managers, Australia, Queensland Branch Union of Employees: John Yates
In the presence of: Mary Schmidt