

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Northern Peninsula Area Regional Council Certified Agreement, 2008-2010

*Matter No. CA/2009/23*

Commissioner Thompson

26 March 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 26 March 2009 the Commission certifies the following written agreement:

**Northern Peninsula Area Regional Council Certified Agreement, 2008-2010 – CA/2009/23**

Made between:

Northern Peninsula Area Regional Council (ABN 27 853 926 592)

AND

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

The agreement was certified by the Commission on 26 March 2009 and shall operate from 26 March 2009 until its nominal expiry on 31 December 2010.

This agreement cancels Seisia Island Council Enterprises - Certified Agreement 2000 (CA/2000/207).

By the Commission.

Commissioner Thompson

**NORTHERN PENINSULA AREA REGIONAL COUNCIL  
CERTIFIED AGREEMENT 2008 - 2010**

**TABLE OF CONTENTS**

**PART A. TECHNICAL MATTERS**

- 1 TITLE OF THIS AGREEMENT
- 2 OBJECTIVES OF THIS AGREEMENT
- 3 COVERAGE, PARTIES AND PERSONS BOUND
- 4 CATEGORIES OF EMPLOYMENT
- 5 COMMENCEMENT AND DURATION
- 6 RELATIONSHIP WITH AWARDS AND OTHER AGREEMENTS
- 7 DELEGATIONS
- 8 CLOSED AGREEMENT
- 9 INTERPRETATION

**PART B. REMUNERATION**

- 10 BASE SALARY
- 11 EMPLOYEE LOADING
- 12 HIGHER DUTIES
- 13 ALL UP RATE OF PAY
- 14 TRANSITIONAL ARRANGEMENTS
- 15 CASUAL LOADING
- 16 METHOD OF PAYMENT
- 17 APPRENTICES
- 18 JUNIOR RATES
- 19 TRAINEES
- 20 CADETSHIPS
- 21 SALARY SACRIFICE
- 22 SUPERANNUATION

**PART C. CLASSIFICATION STRUCTURE AND ADVANCEMENT**

- 23 CLASSIFICATION STRUCTURE

**PART D. CODE OF CONDUCT**

- 24 CODE OF CONDUCT

**PART E. TRAVEL AND ALLOWANCES**

- 25 GENERAL
- 26 CLASS OF TRAVEL
- 27 TRAVEL COSTS
- 28 LIVE SEWER ALLOWANCE
- 29 REFUSE COLLECTION ALLOWANCE
- 30 ENVIRONMENTAL ALLOWANCE
- 31 CAMPING ALLOWANCE
- 32 MOTOR VEHICLE ALLOWANCE
- 33 FIRST AID ALLOWANCE
- 34 HEALTH AND SAFETY OFFICER ALLOWANCE
- 35 MEAL ALLOWANCE
- 36 ON CALL ALLOWANCE
- 37 UNDERTAKERS ALLOWANCE

**PART F. HOURS OF WORK**

- 38 ORDINARY HOURS OF WORK
- 39 PART TIME WORK
- 40 ROSTERED DAY OFF OPTION
- 41 OVERTIME
- 42 PENALTY PAYMENTS

- 43 SHIFTWORK
- 44 SPLIT SHIFTS

#### **PART G. LEAVE**

- 45 GENERAL PROVISIONS
- 46 ANNUAL LEAVE
- 47 SICK LEAVE
- 48 ANNUAL LEAVE SERVICE RECOGNITION SCHEME
- 49 LONG SERVICE LEAVE
- 50 PARENTAL LEAVE
- 51 BEREAVEMENT LEAVE
- 52 OTHER LEAVE
- 53 PUBLIC HOLIDAYS
- 54 UNAUTHORISED ABSENCES

#### **PART H. DISPUTE RESOLUTION AND PREVENTING DISCRIMINATION**

- 55 PROCEDURES FOR PREVENTING AND SETTLING DISPUTES
- 56 ANTI-DISCRIMINATION

#### **PART I. TERMINATION OF EMPLOYMENT**

- 57 GENERAL PROVISIONS
- 58 INTRODUCTION OF CHANGE AND REDUNDANCY
- 59 PAYMENT ON DEATH

#### **PART J. ENCOURAGEMENT OF UNION MEMBERSHIP**

- 60 DOCUMENTATION TO BE PROVIDED TO EMPLOYEES
- 61 UNION DELEGATES
- 62 DEDUCTION OF UNION FEES

#### **APPENDIX 1 - PAY RATES**

#### **APPENDIX 2 – LINK BETWEEN AWARD CLASSIFICATIONS AND NPARC CLASSIFICATION**

#### **APPENDIX 3 - DEFINITIONS**

FORMAL ACCEPTANCE OF THIS AGREEMENT

#### **PART A. TECHNICAL MATTERS**

##### **1 Title of this Agreement**

- 1.1 This Agreement shall be known as the Northern Peninsula Area Regional Council Certified Agreement, 2008 - 2010.

##### **2 Objectives of this Agreement**

- 2.1 The objectives of this Agreement are to:
  - (a) provide employees with competitive pay rates and conditions that will attract and retain quality employees; and
  - (b) provide the best match between the needs of the NPARC and employees' personal lives.

##### **3 Coverage, parties and persons bound**

- 3.1 This Agreement is made under Section 141 of the Industrial Relations Act. In accordance with that Act, the parties to this Agreement are:
  - (a) the NPARC;
  - (b) The Australian Workers' Union of Employees, Queensland;
  - (c) Queensland Services, Industrial Union of Employees.
- 3.2 This Agreement covers all employees of the NPARC other than any employees who have a total remuneration package of more than \$80,000 per annum.

- 3.3 For the purposes of clause 3.2, total remuneration is comprised of base salary, superannuation and any benefits provided to the employee that are subject to payment of Fringe Benefits Tax.

#### **4 Categories of employment**

- 4.1 Employees may be employed in one of the following categories:
- (a) continuing employees;
  - (b) temporary employees; or
  - (c) casual employees who may be employed:
    - (i) on an irregular or intermittent basis;
    - (ii) with weekly hours of work that are normally less than full-time and are uncertain or vary from week to week; or
    - (iii) for a short period of time.
- 4.2 An employee who is a continuing employee cannot be required to change to temporary or casual employment without the agreement of the employee.

#### **5 Commencement and duration**

- 5.1 This Agreement will commence on the Certification Date.
- 5.2 The nominal expiry date of this Agreement is 31 December 2010.

#### **6 Relationship with Awards and other agreements**

- 6.1 Except where otherwise specified, this Agreement displaces all Awards, certified agreements and any other formal or informal agreement that would otherwise apply, including the following Awards:
- (a) *Local Government Employees' (Excluding Brisbane City Council) Award – State 2003;*
  - (b) *Social and Community Services (Queensland) Award 1996;*
  - (c) *Building Construction Industry Award – State 2003;*
  - (d) *Community Police (Aboriginal and Island Communities and Local Governments) Award – State 2003;*
  - (e) *Engineering Award – State 2002;*
  - (f) *Indigenous Australian Community Housing Award - State 2005;*
  - (g) *Municipal Officers (Aboriginal and Islander Community Council) Award;* and
  - (h) *Retail Industry Award - State 2004.*
- 6.2 Clause 6.1 does not affect any obligations or requirements of an employee with the NPARC that pre-existed this Agreement and that have not been rescinded.

#### **7 Delegations**

- 7.1 All of the employer powers specified in this Agreement will be held by the CEO.
- 7.2 The CEO may, by instrument in writing, delegate or authorise to a person, any of the CEO's powers or functions under this Agreement, excluding his power to delegate or authorise. The CEO may issue instructions relating to the exercise of a delegated power or function.

#### **8 Closed Agreement**

- 8.1 This Agreement constitutes a closed agreement in settlement of all matters for its duration. The parties undertake for the life of the Agreement that there will be no further claims which would increase labour costs, except where consistent with the terms of this Agreement.

## **9 Interpretation**

- 9.1 Some words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 3.
- 9.2 In this Agreement, unless the context otherwise indicates:
- (a) a reference to:
    - (i) the singular includes the plural and the plural includes the singular;
    - (ii) one gender includes the other gender; and
    - (iii) a Part, Section, clause, sub-clause or paragraph is to a Part, Section, clause, sub-clause or paragraph in this Agreement;
  - (b) headings are for convenience only and do not affect the interpretation of this Agreement; and
  - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that work or expression have a corresponding meaning.

## **PART B. REMUNERATION**

### **10 Base salary**

- 10.1 The base salaries to apply under this Agreement are specified in Appendix 1. These salary rates will apply from the first full pay period after a successful vote on this Agreement.
- 10.2 Hourly rates of pay are calculated by the following formula:
- $$\text{Base Salary} / 52.192 / 38$$
- 10.3 The base salaries set out in Appendix 1:
- (a) take account of pay increases in wage case decisions made by the Fair Pay Commission and the Queensland Industrial Relations Commission during 2008;
  - (b) include a 4.5 per cent pay increase from 1 July 2009; and
  - (c) a further 4.5 per cent pay increase from 1 July 2010.

### **11 Employee loading**

- 11.1 The NPARC may pay an individual employee an employee loading in addition to his or her base salary in the following circumstances:
- (a) the base salary for the employee's classification is below what is normally paid for the employee's skills and/or experience in the broader labour market;
  - (b) the employee is a consistently high performer and the employee loading is necessary to retain the employee's services; or
  - (c) any other reason considered appropriate by the CEO.
- 11.2 The CEO may review the employee loading payable to an employee where the reasons justifying the payment of the loading have changed or no longer exist. Where this results in a reduction in the employee loading, the employee will be provided with no less than 8 weeks notice of the reduction.

### **12 Higher duties**

- 12.1 Where an employee is required to perform a higher level job for at least one day, he or she will be paid at the higher level.
- 12.2 To be eligible for payment of higher duties under this Section, the employee must be required to perform the whole of the higher level job.
- 12.3 Where an employee is required to perform part of the duties of a higher level job for a period of one day or more, the CEO may agree to pay the employee an additional amount to recognise the extent to which the employee is required to perform any higher level work.

### **13 All up rate of pay**

- 13.1 The CEO and an employee may agree in writing to an all up rate that takes account of anticipated overtime and penalty payments, subject to the employee not being paid less than he or she would otherwise be paid under this Agreement. Where such an agreement is made, the employee will not be entitled to payment of any overtime for additional hours worked or payment of any penalty payments.
- 13.2 An agreement reached under clause 13.1 may be cancelled by the CEO or the employee by providing 4 weeks written notice of the cancellation.

### **14 Transitional arrangements**

- 14.1 Any employee whose base salary is higher than the highest base salary for his or her classification level will not be entitled to the pay increases set out in clause 10.3 until such time as the employee's rate of pay is equal to the maximum pay level for his or her classification level.
- 14.2 Clause 14.1 does not apply to any employee loading paid to an employee under section 11.

### **15 Casual loading**

- 15.1 Casual employees will be paid a casual loading of 23 per cent on top of the pay rates set out in Appendix 1. This loading is payment in lieu of access to paid leave, payment for public holidays on which the employee is not required to work and as compensation for the uncertain nature of their work.
- 15.2 The casual loading is not paid during any overtime, but is paid in addition to any penalty payments that are payable to the employee.

### **16 Method of payment**

- 16.1 Subject to clause 16.2, employees will be paid fortnightly in arrears by electronic funds transfer.
- 16.2 An alternate method and timing of pay for an individual employee may be used where agreed by the NPARC and the employee.

### **17 Apprentices**

- 17.1 Apprentice pay rates will be based on the following percentages of the Services Band 1.4 pay level:
- (a) 1<sup>st</sup> year of apprenticeship – 55 per cent;
  - (b) 2<sup>nd</sup> year of apprenticeship – 75 per cent;
  - (c) 3<sup>rd</sup> year of apprenticeship - 90 per cent;
  - (d) 4<sup>th</sup> year of apprenticeship – 95 per cent.
- 17.2 Where the *Order – Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities)* provides for a higher pay rate than would be payable under clause 17.1, the employee will be paid the higher rate.

### **18 Junior rates**

- 18.1 The following junior rates of pay will apply to any employee working as an Apprentice, Trainee or in a Band 1, Level 1 position:
- (a) Under 16 years of age – 45 per cent of the adult rate;
  - (b) 16 years and under 17 years of age – 50 per cent of the adult rate;
  - (c) 17 years and under 18 years of age – 55 per cent of the adult rate;
  - (d) 18 years and under 19 years of age – 65 per cent of the adult rate;
  - (e) 19 years and under 20 years of age – 75 per cent of the adult rate;
  - (f) 20 years and under 21 years of age – 85 per cent of the adult rate;
- 18.2 The junior rates set out in clause 18.1 will not apply to an employee who is 18 years of age or older and who has at least one year of work experience.

## **19 Trainees**

- 19.1 The NPARC may employ trainees under a registered traineeship scheme administered by the State or Federal Government.
- 19.2 Where the NPARC employs a trainee, he or she may be engaged as a continuing or temporary employee. Where the trainee is employed as a temporary employee, the NPARC may elect to continue to employ the employee on completion of the traineeship but is under no obligation to do so.
- 19.3 Trainees will receive pay and conditions included in the relevant State or Federal award and as required by the relevant traineeship system.

## **20 Cadetships**

- 20.1 The NPARC may engage indigenous cadets under a cadetship scheme administered by the State or Federal Government.
- 20.2 Where the NPARC engages an indigenous cadet, he or she will be offered continuing employment on successful completion of the cadetship.
- 20.3 Cadets will receive allowances and other conditions as specified by the State or Federal Government that are applicable to an indigenous cadetship.
- 20.4 During any work placement cadets will be paid the relevant rate of pay and other entitlements set out in this Agreement.

## **21 Salary sacrifice**

- 21.1 Employees may salary sacrifice part of their pay as additional superannuation paid into a superannuation fund of their choice as long as the fund accepts payments by electronic funds transfer.
- 21.2 Salary for superannuation and termination purposes for an employee who has elected to convert part of his or her pay to additional superannuation, shall be determined as if those arrangements did not exist.

## **22 Superannuation**

- 22.1 Superannuation will be paid in accordance with the relevant legislative requirements.
- 22.2 Employees may elect to have superannuation paid into a superannuation fund of their choice as long as the fund accepts payments by electronic funds transfer and subject to any legislative restrictions.

## **PART C. CLASSIFICATION STRUCTURE AND ADVANCEMENT**

### **23 Classification structure**

- 23.1 Appendix 2 provides a link between the various award classifications and the classifications included in this Agreement. Where there is any dispute about the correct classification for a position, the relevant award will be used as the basis for determining the correct classification.
- 23.2 The classification structure comprises the following three bands:
- (a) Band 1 – operational employees mostly undertaking transactional activities which may require certificate level qualifications.
  - (b) Band 2 – employees with supervisory and/or operational management responsibilities or who are undertaking administrative roles that require professional qualifications or higher level skills; and
  - (c) Band 3 – employees with senior management responsibilities that include high level operational management and strategic management responsibilities.
- 23.3 Band 1 comprises the following levels:
- (a) Level 1.1 – employees mostly involved with work that can be quickly learnt and that involves limited decision making.
  - (b) Level 1.2 – employees mostly involved with work that requires some skills and expertise and who may be required to make decisions as a routine part of their work. Skills required of Band 1.2 positions are consistent with those normally associated with Certificate Level 3 competencies under the Australian Qualifications Framework.

- (c) Level 1.3 – employees mostly involved with work that requires a higher level of skill than expected of employees in Band 1.2 and who are normally required to make complex decisions that involve a range of options. Skills required of Band 1.3 positions are consistent with those normally associated with Certificate Level 4 competencies under the Australian Qualifications Framework. Band 1.3 also includes employees who work in a ganger or leading hand capacity with responsibility for the work of other Band 1.3 or lower level employees.
- (d) Level 1.4 – employees working as a tradesperson or in a role that requires qualifications or skills that are equivalent in nature to those of a tradesperson. This level can also include employees who would normally be classified as Level 1.3 but who have higher level skills and experience such that the higher classification is justified.

23.4 Band 2 comprises the following levels:

- (a) Level 2.1:
  - (i) Employees who are supervising less than four employees who are doing straightforward work with limited supervisory requirements, or employees who are working in a supervisory capacity that would normally be classified at a higher level, but who are still developing the full range of skills necessary to successfully supervise that function.
  - (ii) Employees who are undertaking administrative functions that require high level skills and expertise, but who are new to the role.
- (b) Level 2.2:
  - (i) Employees who are supervising a function that involves more than three employees or, where the function involves up to three employees, the function requires more than limited supervision. To be classified at this level, the employee must have demonstrated that he or she is capable of successfully applying the full range of supervisory responsibilities.
  - (ii) Employees who are undertaking administrative functions that require high level skills and expertise and have demonstrated strong competency in their role.
- (c) Level 2.3:
  - (i) Employees who are supervising a complex function that requires a high level of technical proficiency and planning from the employee.
  - (ii) Employees undertaking a role that requires high level professional expertise requiring knowledge gained through a university or equivalent qualification.
- (d) Level 2.4:
  - (i) Employees who have demonstrated a very high level of supervisory expertise and who are also involved in the management of the function.
  - (ii) Employees undertaking a role that requires high level professional expertise requiring knowledge gained through a university or equivalent qualification and where the employee has demonstrated a very high level of achievement.

## **PART D. CODE OF CONDUCT**

### **24 Code of Conduct**

- 24.1 The parties recognise that there is a strong commitment from all employees to appropriate standards of behaviour to apply in the workplace. The intention of the parties, as specified in this Section is to protect the NPARC and employees from inappropriate behaviour that does, or could have, a detrimental effect on one or more employees, or on the achievement of operational outcomes.
- 24.2 The standard of behaviour expected of all employees is detailed in the NPARC Code of Conduct.
- 24.3 Where it is alleged that an employee has breached the Code of Conduct, the NPARC may:
  - (a) deal with the allegation informally, in which case the alleged breach of the Code of Conduct will not be recorded against the employee;
  - (b) determine the matter on the basis of clear facts; or
  - (c) have the allegation investigated where it is not clear that there was a breach of the Code of Conduct.



- 24.4 Where the NPARC elects to have an alleged breach of the Code of Conduct investigated, the following will apply:
- (a) the investigation will be consistent with the principles of natural justice, including providing the employee with a reasonable opportunity to respond to the allegations; and
  - (b) a report detailing the outcome of the investigation will be prepared and provided to the employee for comment before it is passed to the CEO for consideration.
- 24.5 Where the CEO considers the alleged breach is of such a nature that the employee should not continue at work pending an investigation of the allegation, he or she may suspend the employee with pay until the completion of the investigation and a decision has been made on action to be taken.
- 24.6 Where an investigation of an alleged breach of the Code of Conduct finds that the breach did occur, the CEO may take one of the following actions, dependent on the seriousness of the breach:
- (a) formal warning;
  - (b) change of position, including to a lower level position;
  - (c) termination of employment; or
  - (d) termination of employment without notice where the breach constitutes serious misconduct and, where it involves a criminal matter, referral to the police.

## **PART E. TRAVEL AND ALLOWANCES**

### **25 General**

- 25.1 The allowances set out in this Section are comprehensive and cover all allowances that will be payable under this Agreement.

### **26 Class of Travel**

- 26.1 All travel will be by economy class.

### **27 Travel Costs**

- 27.1 Where an employee is required and approved by the CEO to travel on official business and be absent from his or her normal location overnight, the employee will be entitled to payment of travel allowances as set by the Queensland Government to apply in the Queensland Public Service.
- 27.2 The travel allowance rates applying at the commencement of this Agreement as specified in Directive 09/08, *Domestic Travelling and Relieving Expenses*, issued by the Minister for Transport, Trade, Employment and Industrial Relations in September 2008.

### **28 Live Sewer Allowance**

- 28.1 An employee who is required to undertake live sewer work will be paid an allowance equal to 50 per cent of the employee's hourly rate of pay for time spent on the live sewer work.
- 28.2 Live sewer work means work carried out where there is direct aerial connection with a sewer through which sewerage is flowing and work in connection with septic tanks and cleaning of anything that is contaminated with sewerage.
- 28.3 The CEO may determine a standard weekly allowance payable to employees regularly required to undertake live sewer work that is at least equal to the average weekly time spent undertaking live sewer work.

### **29 Refuse Collection Allowance**

- 29.1 Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.00 per hour whilst directly engaged on refuse collection work.
- 29.2 The CEO may determine a standard weekly allowance payable to employees covered by this Section that is at least equal to the average weekly time spent directly engaged on refuse collection work.

**30 Environmental Allowance**

- 30.1 Band 1 and 2 employees who are regularly required to work outdoors and are, as a result, affected by adverse climatic conditions will be paid a weekly Environmental Allowance of \$23.10 per week.

**31 Camping Allowance**

- 31.1 An employee is entitled to a camping allowance where he or she is required to be away from home overnight and stay in a camp or at a residence where food is not provided and there are no reasonable options for purchase of a meal.
- 31.2 The amount of camping allowance payable to the employee is \$36.00 per night.

**32 Motor Vehicle Allowance**

- 32.1 A motor vehicle allowance is payable where an employee is required by the CEO to use his or her private vehicle for work related purposes.
- 32.2 The rate of motor vehicle allowance is the same as the “cents per kilometre” method used by the Australian Taxation Office.

**33 First Aid Allowance**

- 33.1 Where an employee possesses a current First Aid Certificate and is appointed by the CEO as a First Aid Officer for the NPARC, he or she will receive a First Aid Allowance of \$25 per fortnight.

**34 Health and Safety Officer Allowance**

- 34.1 Where an employee is appointed as a Health and Safety Officer, has successfully completed required training for the role and is performing the role satisfactorily, he or she will be paid a Health and Safety Officer Allowance of \$50 per fortnight.
- 34.2 An employee who successfully completes the required training and is then appointed as a Health and Safety Officer by the CEO will be paid a commencement bonus of \$200.
- 34.3 This allowance is not payable to an employee whose primary role is as a Health and Safety Officer.

**35 Meal allowance**

- 35.1 A meal allowance of \$12.00 will be paid where an employee is required to work more than 2 hours overtime on a normal working day.

**36 On Call Allowance**

- 36.1 Where an employee is required by the CEO to be available and ready to return to work, he or she will be paid an On Call Allowance equal to:
- (a) \$15 per night, Monday to Friday; and
  - (b) \$30 per night, Saturday and Sunday.
- 36.2 Where an employee who is receiving an On Call Allowance, is required to return to work, he or she will be paid for a minimum of 2 hours work at overtime rates.

**37 Undertakers Allowance**

- 37.1 Where an employee is required to perform an undertaking service as part of his or her employment with the NPARC, he or she will be paid an Undertakers Allowance of \$50 for each service.
- 37.2 The Undertakers Allowance will not be payable where the primary role of the employee is to perform undertaking services.

**PART F. HOURS OF WORK**

**38 Ordinary Hours of Work**

38.1 Full-time ordinary hours of work are 76 hours per fortnight, subject to the following restrictions:

- (a) ordinary hours of work must not be more than 10 hours on any day;
- (b) ordinary hours must be worked on no more than 10 days in any fortnight and no more than 6 consecutive days.

**39 Part time work**

39.1 A part time employee is one whose ordinary hours of work are less than the full-time ordinary hours.

39.2 Unless otherwise specified in this Agreement, remuneration and other conditions for part time employees, including leave, will be calculated on a pro rata basis.

39.3 Allowances of a reimbursement nature will be the same for part time and full time employees.

39.4 All part-time employees will have a part-time work agreement prepared which will specify:

- (a) the ordinary hours of work;
- (b) the days of the week on which the employee will be required to work his or her ordinary hours of work;
- (c) the duration of the part time work; and
- (d) any specific arrangements that are needed to facilitate the part time work.

39.5 A part time employee may be offered work on a casual basis up to a total maximum weekly hours of 38. Payment for the casual hours will include the 23 per cent casual loading. The employee will not accrue any leave credits for any casual hours.

39.6 Any work that is more than 38 hours in any week will be paid at overtime rates.

**40 Rostered day off option**

40.1 The CEO may agree to rostered day off arrangements for an individual employee or a group of employees where the majority of employees in that group are in agreement.

40.2 Where rostered day off arrangements are implemented, the following will apply:

- (a) each employee will work additional time on each day to accumulate sufficient time for each rostered day off;
- (b) leave taking will be based on the employee's normal daily working hours not including the additional time normally worked on each day;
- (c) any requirement to work on an employee's rostered day off will be treated as overtime;
- (d) where an employee takes leave, it will not affect his or her rostered day off unless the employee is not able to work the additional hours that are required to accumulate sufficient time for the rostered day off.

40.3 Rostered day off arrangements may be cancelled by the CEO, subject to providing affected employees with at least 4 weeks notice.

**41 Overtime**

41.1 An employee may be required to work reasonable overtime.

41.2 Overtime is payable where:

- (a) approval has been given by the CEO; and
- (b) an employee is required to work:
  - (i) outside the employee's ordinary hours of work;
  - (ii) a casual employee is required to work more than 8 hours on any day or 38 hours in any week.

41.3 Overtime will be paid in arrears at the following rates:

- (a) Monday to Saturday - time and a half for the first three hours and double time thereafter; and

- (b) Sunday – double time.

### **Minimum overtime payment**

41.4 The minimum overtime payment for work that is not continuous with the employee's normal duty will be two hours.

### **Time off in lieu**

41.5 The CEO and an employee may agree to use time off in lieu of overtime, calculated at the overtime rate. Where time off in lieu applies, the time off must be taken within 6 weeks of the overtime or it will be paid where this is not the case.

41.6 Notwithstanding clause 41.5, an individual employee and the CEO may agree on a longer timeframe in which to take the time off in lieu.

41.7 Where time off in lieu has not been taken at termination of employment, the employee will be paid the value of the untaken time off.

### **Rest relief after overtime**

41.8 Subject to clause 41.9, an employee is entitled to at least 10 hours break between finishing overtime duty and next commencing duty.

41.9 Where for operational reasons, the CEO requires an employee to commence work without at least a 10 hour break, the employee will be paid for all work hours at double time until the required break has been taken.

## **42 Penalty payments**

42.1 This Section does not apply to employees working as Community Police.

42.2 Where an employee is required to work his or her ordinary hours after 6.00 pm, or on a weekend, the following penalty payments will apply:

- (a) Monday to Friday, after 6.00 pm – 25 per cent;
- (b) Saturday:
  - (i) Employees working in a retail shop – 25 per cent;
  - (ii) All other employees – 50 per cent;
- (c) Sunday – 100 per cent.

42.3 Where an employee is required to work on a public holiday, he or she will be paid his or her ordinary hours for the day plus payment for all hours worked at the rate of 150 per cent. The minimum number of hours of work on a public holiday is 4 hours.

## **43 Shiftwork**

43.1 This Section only applies to employees working as Community Police.

43.2 For the purposes of this Section:

- (a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight;
- (b) "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.30 a.m.

43.3 The following shift penalties will apply to each shift in respect of hours worked from midnight Sunday to midnight Friday only:

- (a) Afternoon shift – 12.5 per cent;
- (b) Night shift – 15 per cent.

43.4 Any ordinary hours worked from midnight Friday to midnight Sunday will be paid a 50 per cent penalty.

## **44 Split shifts**

44.1 An employee may be required to work split shifts. This will normally only apply to employees who are working as a bus driver.

- 44.2 A split shift is where an employee is required to work hours on a day that includes a break during the day of more than 2 hours.
- 44.3 Where an employee is required to work split shifts, each part of the split shift must be at least 2 hours.
- 44.4 An employee working split shifts will be paid a split shift penalty of 15 per cent for each day involving a split shift.

## **PART G. LEAVE**

### **45 General provisions**

- 45.1 All employees shall retain leave credits held immediately before the Certification Date.
- 45.2 All deductions of leave credits will be based on the employee's ordinary hours.
- 45.3 Where any public holiday to which the employee would otherwise be entitled occurs during a period of paid leave the public holiday is not deducted from the employee's leave credits.

### **46 Annual Leave**

- 46.1 The CEO may approve a period of Annual Leave where an employee has available credits, subject to operational requirements.
- 46.2 Annual Leave must generally be accessed in whole day periods.
- 46.3 Employees are entitled to a total of 5 weeks (25 days) Annual Leave credits for each year of service accrued on a fortnightly basis.
- 46.4 Employees do not accrue Annual Leave for any period of unpaid leave or unauthorised absence.
- 46.5 Employees on worker's compensation leave for more than 45 weeks will have Annual Leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 46.6 Where an employee is ill while on Annual Leave for at least one day and the illness is supported by a medical certificate, the period of the illness may be taken as Sick Leave and the corresponding period of Annual Leave re-credited to the employee.
- 46.7 Where an employee has more than 10 weeks of Annual Leave credits, the CEO may require the employee to take up to 4 weeks of Annual Leave. The timing of the leave will be at a mutually agreeable time where possible. Where the employee and the CEO are unable to agree on the timing of the leave, the CEO may specify when the required leave is to be taken, subject to the employee being provided with at least 4 weeks notice of the commencement of the leave.

#### **Recall from leave**

- 46.8 Where the CEO cancels approved Annual Leave of an employee without reasonable notice, the CEO may approve the reimbursement of any reasonable expenses incurred by the employee that are not otherwise recoverable under any insurance or from any other source.
- 46.9 The employee will not be reimbursed expenses under clause 46.8 where:
- (a) the employee did not take reasonable steps, in the circumstances, to avoid the additional expenses; or
  - (b) the expenses are travel expenses for which an allowance is paid to the employee.

#### **Annual Leave Loading**

- 46.10 Employees will be paid annual leave loading of 17.5 per cent for any Annual Leave taken by the employee.

#### **Treatment of Annual Leave Credits on Termination of Employment**

- 46.11 Employees will be paid for any unused Annual Leave credits on termination of employment from the NPARC, including the value of annual leave loading.
- 46.12 Notwithstanding clause 46.11, an employee may elect to instruct the NPARC to pay the value of the employee's Annual Leave credits to the employee's new employer where that employer has agreed to the employee retaining his or her unused Annual Leave credits accrued with the NPARC.

## **47 Sick Leave**

### **Sick Leave credits**

- 47.1 On commencement with the NPARC, an employee will receive 1 day of Sick Leave credits at the end of each month of employment until the completion of the employee's probation. On successful completion of the employee's probation, the employee will be credited with additional Sick Leave credits in accordance with the following formula:
- 10 days minus the number of Sick Leave days already credited to the employee.
- 47.2 The CEO may agree to an employee anticipating Sick Leave credits in his or her first year of employment with the NPARC where he or she considers this is justifiable in the circumstances.
- 47.3 Employees will receive 10 days of Sick Leave credits at the commencement of the second and subsequent years of employment with the NPARC.
- 47.4 The crediting of Sick Leave credits under clause 47.2 will be delayed by any period of unpaid leave or unauthorised absence.
- 47.5 Employees on worker's compensation leave for more than 45 weeks will have Sick Leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 47.6 Where an employee obtains workers' compensation benefits for a period during which he or she received paid Sick Leave, the employee shall repay the amount paid for that period and the NPARC will re-credit that Sick Leave to the employee.
- 47.7 Unused Sick Leave credits will accumulate from year to year without limit but will not be paid out on termination of employment.

### **Approval of Sick Leave**

- 47.8 The CEO may, subject to the availability of Sick Leave credits, approve paid Sick Leave for an employee for the following purposes:
- (a) where the employee is ill or injured; or
  - (b) for a short-term period to care for members of his or her family or household who are ill to a maximum of 10 days per year.
- 47.9 The CEO will approve applications for Sick Leave unless:
- (a) he or she considers that the reasons for an absence are not reasonable;
  - (b) he or she considers that the reasons for an absence are not legitimate and the employee has not provided sufficient evidence of the legitimacy of the reason for the leave.
- 47.10 Medical certificates must be provided by employees for absences due to personal injury or illness where the absence is for more than 2 consecutive days.
- 47.11 Medical certificates will be accepted from registered medical practitioners and holistic medical service and other health providers for the purpose of personal illness or injury as long as the service provider is recognised by a medical health fund.
- 47.12 Sick Leave without pay may be approved for personal illness or injury where the employee does not have any Sick Leave credits.
- 47.13 An employee who is ill and injured and unable to work for one or more days while on Annual Leave or Long Service Leave may apply for Sick Leave and, subject to approval by the CEO, will have his or her Annual Leave or Long Service Leave credits for that period restored. To have Sick Leave approved under this clause, an employee must provide a medical certificate as verification of the illness or injury.

### **Sick Leave - notification**

- 47.14 An employee must, if at all possible, notify his or her supervisor of his or her absence and intention to apply for Sick Leave no later than 30 minutes before his or her scheduled commencement time.

### **Sick Leave – failure to comply with obligations**

- 47.15 Where an employee fails to comply with his or her obligations as specified in this Section, the absence may be regarded as unauthorised and without pay.

#### **48 Annual Leave Service Recognition Scheme**

48.1 Where an employee has:

- (a) more than 5 years continuous service with the NPARC, including service with one of the previous Councils operating within the Northern Peninsula Area;
- (b) more than 6 weeks (30 days) of Sick Leave credits;
- (c) less than 8 weeks (40 days) of Annual Leave credits; and
- (d) zero unauthorised absences in the previous 12 months;

the employee will be credited with an additional week (5 days) of Annual Leave credits for the following year.

48.2 The assessment of eligibility for the additional Annual Leave under clause 48.1 will be as at the date the employee is credited with his or her Sick Leave credits for the following year.

#### **49 Long Service Leave**

49.1 Employees Long Service Leave entitlements are as specified in Chapter 2, Part 3 of the *Industrial Relations Act 1999* (Qld) except that employees shall accumulate Long Service Leave credits at the rate of 1.3 weeks for every year of service.

49.2 An employee and the CEO may agree to pay the employee the salary value of all or part of his or her entitlement to Long Service Leave instead of taking all or part of the leave, subject to the employee and the CEO signing a written agreement about the arrangement.

49.3 An employee and the CEO may agree to the employee taking Long Service Leave on half pay.

#### **Treatment of Long Service Leave credits on termination of employment**

49.4 Employees will be paid the value of Long Service Leave credits on termination of employment in accordance with the provisions of the Industrial Relations Act.

49.5 Notwithstanding clause 49.4, an employee may elect to instruct the NPARC to pay the value of the employee's Long Service Leave credits to the employee's new employer where that employer has agreed to the employee retaining his or her unused Long Service Leave credits accrued with the NPARC.

#### **50 Parental Leave**

50.1 The Parental Leave entitlements for employees are as specified in Chapter 2, Part 2, Division 2 of the *Industrial Relations Act 1999* (Qld).

#### **51 Bereavement Leave**

51.1 Employees' Bereavement Leave entitlements are as specified in Chapter 2, Part 2, Division 4 of the *Industrial Relations Act 1999* (Qld) except that the entitlement will be 3 days of paid leave on the death of a member of the employee's immediate family or household in Australia.

51.2 The entitled to Bereavement Leave will be extended to members of an employee's extended family who had a similar relationship to that of an immediate family member.

#### **52 Other Leave**

52.1 The CEO may approve Other Leave with or without pay for any reason considered by the CEO to be appropriate and subject to any conditions which may be set by the CEO.

52.2 Other Leave with pay may be approved in, but not limited to, the following circumstances:

- (a) compulsory elements of the defence force reserves;
- (b) participation in Emergency Services activities;
- (c) in recognition of extraordinary circumstances such as involvement in state of emergency situations such as bushfires, floods, cyclones and earthquakes; and
- (d) jury service as long as any payments of a salary nature paid by the court are paid to the NPARC.

### **53 Public Holidays**

- 53.1 Employees will observe the following public holidays each year and will be paid as if that day were not a public holiday:
- (a) 1 January (New Year's Day), or if that day falls on a Saturday or Sunday, the following Monday;
  - (b) 26 January (Australia Day), or if that day falls on a Saturday or Sunday, the following Monday;
  - (c) Good Friday and the following Saturday and Monday;
  - (d) 25 April (Anzac Day), or another day where it is substituted by the Queensland Government;
  - (e) the day observed to celebrate the anniversary of the Sovereign in Queensland;
  - (f) the day variously called Eight Hour Day, Labour Day or May Day as proclaimed by the Queensland Government;
  - (g) 25 December (Christmas Day), or if that falls on a Saturday or Sunday, 27 December;
  - (h) 26 December (Boxing Day), or if that falls on a Saturday or Sunday, 28 December;
  - (i) Mabo Day;
  - (j) a day declared by the Queensland Government as a show day applying to the Northern Peninsula Area; and
  - (k) any other other day declared by the Queensland Government as generally applying to employees in the Northern Peninsula Area.
- 53.2 An employee is entitled to a day off without loss of pay for any public holiday. This means that the employee will be paid for the day if he or she would normally have worked on the public holiday.
- 53.3 Notwithstanding clause 53.2, an employee may be required to work on a public holiday, subject to him or her being paid the additional payments specified by clause 42.3.

### **54 Unauthorised absences**

- 54.1 Where an employee is absent from duty without approval, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement will cease to be available to the employee until he or she resumes duty or is granted leave.

## **PART H. DISPUTE RESOLUTION AND PREVENTING DISCRIMINATION**

### **55 Procedures for preventing and settling disputes**

- 55.1 In relation to any matter that may be in dispute between the parties to this Agreement over the application or interpretation of the Agreement, the parties:
- (a) will attempt to resolve the matter at the workplace level including, for example:
    - (i) the employee and his or her supervisor meeting and conferring on the matter; and
    - (ii) if the matter is not resolved at the meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
  - (b) acknowledge the right of an employee to be represented by a union in relation to the dispute; and
  - (c) acknowledge the right of either party to appoint, in writing, another person to act for the party in relation to resolving the matter at the workplace level; and
  - (d) agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level, in which case the costs of the mediator will be paid by the NPARC; and
  - (e) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
  - (f) acknowledge the right of either party to appoint, in writing, another person to act for the party in relation to the mediation process; and
  - (g) agree that while the parties attempt to resolve the matter:
    - (i) the parties continue to work in accordance with normal work practices unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and



- (ii) even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
  - (iii) the parties must cooperate to ensure the dispute resolution procedure is carried out as quickly as is reasonably possible; and
- (h) agree not to commence an action:
- (i) to obtain a penalty under section 182 of the Industrial Relations Act; or
  - (ii) to obtain damages for breach of the Agreement; or
  - (iii) to enforce a provision of the Agreement or part 1 of chapter 6 of the Industrial Relations Act (other than an action to enforce section 181 of that Act); unless
  - (iv) the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and
  - (v) either:
    - (A) a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
    - (B) mediation was requested by either party and either party considers mediation has not resolved the dispute.

55.2 Where a dispute is not resolved after following the procedures outlined in clause 55.1, the dispute may be referred to the Queensland Industrial Relations Commission, which is empowered to settle the dispute under section 159 of the Industrial Relations Act.

## 56 Anti-discrimination

- 56.1 The parties agree that the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would:
- (a) contravene the *Anti-Discrimination Act 1991*; or
  - (b) discriminate on the basis of family responsibilities.

## PART I. TERMINATION OF EMPLOYMENT

### 57 General provisions

- 57.1 The CEO may terminate an employee's employment without prior notice if the employee is guilty of serious misconduct.
- 57.2 An employee, including a fixed term employee, will be deemed to have terminated his or her employment without notice if he or she is absent from work other than on approved leave for more than 2 weeks without notifying the CEO during that time and obtaining his or her approval for the absence.
- 57.3 Subject to sub-clauses 57.1 and 57.2, at any time, the CEO may terminate an employee's employment by giving notice to him or her in accordance with the following table:

Employee's period of continuous service with the NPARC	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice required of the NPARC is increased by 1 week if the employee:

- (a) is over 45 years age; and
- (b) has completed at least 2 years of continuous service with the NPARC

- 57.4 The notice periods in clause 57.3 will not apply to any termination during a probation period.
- 57.5 An employee who resigns must provide the CEO with the same period of notice as specified in clause 57.3 but without an additional week where the employee is over 45 years of age.
- 57.6 Notwithstanding clause 57.4, the CEO may agree to a shorter period of notice from an employee.
- 57.7 The CEO may pay the employee remuneration in lieu of all or some of the notice which he or she is entitled to under this Section.
- 57.8 On termination of employment, any overpayments of remuneration or any other moneys advanced to the employee by the NPARC become immediately due and payable and the NPARC may retain such moneys out of moneys otherwise due and payable to the employee.

## **58 Introduction of change and redundancy**

- 58.1 In relation to redundancies resulting from change processes, employees shall be entitled to the terms and conditions detailed in Part C of the *Statement of Policy of Termination of Change and Redundancy* issued by the Queensland Industrial Relations Commission on 29 October 2003, other than clause 18 headed *Employers Exempted*.
- 58.2 The policy referred to in clause 58.1 includes the following severance payments:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

## **59 Payment on death**

- 59.1 Where an employee dies the CEO will authorise the payment of the amount to which the former employee would have been entitled had the employee resigned.
- 59.2 Payment of an amount authorised by the CEO under clause 59.1 shall be made to the executor of the former employee's estate, the administrator of the former employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.

## **PART J. ENCOURAGEMENT OF UNION MEMBERSHIP**

### **60 Documentation to be provided to employees**

- 60.1 At the point of, or shortly after, engagement, the Council will advise an employee that a Statement of Policy on Union Encouragement has been issued by the Queensland Industrial Relations Commission.
- 60.2 The Council will keep a copy of the Statement of Policy on Union Encouragement in a place that is readily accessible to all employees.

**61 Union delegates**

- 61.1 The Council recognises the role that union delegates and job representatives have within the workplace and will encourage employees to take up these roles.
- 61.2 The Council will not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their representative duties.

**62 Deduction of union fees**

- 62.1 The Council shall, on the request in writing of an employee, pay to a union nominated by the employee out of money due to that employee in respect of wages, the annual contribution of the employee as a member of that union.

## Appendix 1 - Pay rates

Band	Level	Base salaries		
		On commencement	From 1 July 2009	From 1 July 2010
		Hourly rates		
1	1	\$16.40	\$17.14	\$17.91
	2	\$17.10	\$17.87	\$18.67
	3	\$18.50	\$19.33	\$20.20
	4	\$20.00	\$20.90	\$21.84
2	1	\$20.00	\$20.90	\$21.84
	2	\$22.50	\$23.51	\$24.57
	3	\$25.00	\$26.13	\$27.30
	4	\$27.50	\$28.74	\$30.03
3		\$32.00	\$33.44	\$34.94

**APPENDIX 2 – LINK BETWEEN AWARD CLASSIFICATIONS AND NPARC CLASSIFICATION**

Award	Stream	Band and Level							
		1.1	1.2	1.3	1.4	2.1	2.2	2.3	2.4
<i>Local Government Employees (exc Brisbane City Council) Award - State 2003</i>		Level 1-2	Level 2-3	Level 4-5	Level 5	Level 6	Level 6	Level 7-9	Level 7-9
<i>Building Construction Industry Award - State 2003</i>		CW1	CW2	CW2	CW3-4		CW5		
<i>Community Police (Aboriginal and Island Communities and Local Governments) Award - State</i>			CPO	CPO Grade 1		CPO in charge	CPO in charge		
<i>Social and Community Services Award (Qld) Award 2001</i>			CSW1	CSW2	CSW3		CSW4	CSW5	CSW6
<i>Cement Products and Concrete Batching Award - State 2003</i>	Concrete Batching	Grade 1	Grade 2	Grade 3		Grade 4	Grade 4		
	Cement Products	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 5		
<i>Nurseryman's Award - State</i>		Wage Level 1	Wage Level 2	Wage Level 3	Wage Level 4				
<i>Engineering Award State 2002</i>		C12	C12	C11	C10	C7-9	C7-9	C4-6	C4-6
<i>Retail Industry Award - State 2004</i>		Shop Assistants		Department Manager		Manager	Manager	Manager	Manager
<i>Café Restaurant and Catering Award - State (exc SE Qld)</i>		Grade 1-2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7		
<i>Garage and Service Station Attendants Award (exc SE Qld) 2003</i>		Adult							
<i>Meat Industry (other than export) Award - State 2002</i>		Grade 1-2	Grade 3-4	Grade 5	Grade 6	Grade 7	Grade 7		
<i>Boarding House Employees Award - State (exc SE Qld)</i>		Grade 1-2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 6		
<i>Clerical Employees Award - State 2002</i>		Level 1	Level 2	Level 3	Level 4	Level 5	Level 5		
<i>Indigenous Australian Community Housing Award - State</i>		Level 1	Level 1	Level 2	Level 2	Level 3	Level 3	Level 4	Level 4

### APPENDIX 3 - DEFINITIONS

Term	Definition
Award	The Queensland <i>Local Government Employees' (Excluding Brisbane City NPARC) Award</i> , the <i>Clerical Employees Award – State 2002</i> and any other award (as defined in Schedule 5 of the Industrial Relations Act) which relates to any employee covered by this Agreement and any variations thereto and any new award in full or part replacement thereof
Certification Date	The date the Industrial Relations Commission certifies this Agreement
child	Includes the natural child, adopted child, foster child, step child or grandchild where the employee has primary caring responsibilities.
NPARC	The Northern Peninsula Area Regional Council, a local government formed under the <i>Local Government Act 1993</i> .
employer	The NPARC.
family	Means a person who: <ul style="list-style-type: none"> <li>(a) is related by blood, marriage or by kinship;</li> <li>(b) stands in a bona fide domestic or household relationship with the employee without discrimination as to sexual preference;</li> <li>(c) is a child or an adopted child of the employee;</li> <li>(d) is a child or an adopted child of the person who stands in a bona fide domestic or household relationship with the employee.</li> </ul>
Industrial Relations Act	The Queensland <i>Industrial Relations Act, 1999</i> , and its successors.
Immediate family	Means the employee's partner and a child, grandchild, parent, grandparent, brother or sister of the employee or his or her partner.
Industrial Relations Commission	Queensland Industrial Relations Commission
CEO	The CEO of the NPARC or where that position no longer exists, another person or position nominated by the NPARC.

**Formal acceptance of this Agreement**

This Agreement is made with the unions specified in clause 3.1 in accordance with s142 of the Industrial Relations Act.

<p><b>For the NPARC</b></p> <p>Stuart Duncan Chief Executive Officer</p> <p>Date: 13/02/09 Witnessed: Jeff Jenkins</p>	<p><b>For the Australian Workers' Union of Employees, Queensland</b></p> <p>W. Ludwig</p> <p>Date: 9/3/09 Witnessed: Stacey Schinnerl</p> <p><b>For the Queensland Services Industrial Union of Employees</b></p> <p>David Smith Date: 4/3/09</p> <p>Witnessed: Ian Buckley</p>
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