

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Whitsunday Regional Council Certified Agreement 2009-2011  
(CA/2009/31)**

DEPUTY PRESIDENT BLOOMFIELD

20 April 2009

**AMENDED CERTIFICATE**

This matter coming on for hearing before the Commission on 20 April 2009 the Commission certifies the following written agreement:

Whitsunday Regional Council Certified Agreement 2009-2011 (CA/2009/31)

made between:

- Whitsunday Regional Council
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Federated Engine Driver's and Fireman's Association, Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union of Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland

The agreement was certified by the Commission on 20 April 2009 and shall operate from 20 April 2009 until its nominal expiry on 30 June 2011.

Pursuant to s. 173 the Commission also terminates the following agreements:

- CA229 of 2004 (Bowen Shire Council Certified Agreement 2003)
- CA297 of 2006 (Whitsunday Shire Council Certified Agreement)
- AG2003-5336 (Bowen Shire Council Certified Agreement)

By the Commission.

A.L. BLOOMFIELD  
Deputy President

## Whitsunday Regional Council Certified Agreement 2009 – 2011

**CA/2009/31**

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### **1.0 TITLE**

This agreement shall be known as the Whitsunday Regional Council Certified Agreement 2009 – 2011.

### **2.0 PARTIES BOUND**

The parties to this Agreement are Whitsunday Regional Council and its employees and the following unions:

- Queensland Services, Industrial Union of Employees (QSU)
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)
- The Australian Workers' Union of Employees, Queensland (AWU)
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA)
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGU)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU)

### **3.0 APPLICATION**

Subject to this clause, the Agreement incorporates the terms of the Queensland Local Government Officer's Award 1998 "Officer's Award" as that award stood immediately prior to the certification of this Agreement.

This agreement shall be read and interpreted wholly in conjunction with the incorporate terms of both the "Officer's Award" and the terms of the parent awards listed below as at the certification of this Agreement. Provided that where there is any consistency between the terms of this Agreement and the terms, including incorporate terms, of the aforementioned awards, the terms of this Agreement shall take precedence to the extend of the inconsistency.

Parent awards include:

- Building Trades (Public Sector) Award – State 2002
- Engineering Award – State 2002
- Local Government (Workforce Transition Code of Practice) August 2007
- Queensland Local Government Employees (excluding Brisbane City Council) Award 2003 – State
- Queensland Local Government Officers' Award 1998

Where this Agreement is silent, the terms of the Parent Awards shall apply.

This Agreement shall apply to the Whitsunday Regional Council, and its employees and/or union/s party to this Agreement.

This Agreement applies to all employees in professional, technical, supervisory or administrative roles, where relevant, but shall not apply to any employee appointed to the position of Chief Executive Officer or Directors, Program Managers or who is engaged in accordance with a written contract of employment for which total remuneration or terms and conditions exceed that provided for in this Agreement.

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

This Agreement supersedes the Bowen 2003 Certified Agreement, the Bowen Industrial Agreement 2006, and the Whitsunday Shire Council Certified Agreement 2006 and all previous Agreements of either pre-amalgamation Council.

#### **4.0 RENEGOTIATION/RENEWAL**

The parties will enter into negotiations for an agreement to supersede this agreement no later than 1<sup>st</sup> February, 2011.

#### **5.0 NO EXTRA CLAIMS**

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 improvements in employment conditions sought, or granted, except for those provided under the terms of this Agreement. This clause does not prevent any party to the underpinning award or awards from seeking any amendment or amendments (including amendments to award wages, classifications or conditions) to that award or awards during the life of this Agreement.

#### **6.0 DATE AND PERIOD OF OPERATION**

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the date of certification, viz. 20 April 2009, and shall have a nominal expiry date of 30th day June, 2011.

#### **7.0 QUEENSLAND WORKPLACE AGREEMENTS**

Council agrees that no Queensland Workplace Agreements will be offered to any employee during the life of this agreement.

#### **8.0 TRANSMISSION OF BUSINESS**

This clause will apply where the Whitsunday Regional Council (formerly Bowen Shire or Whitsunday Shire):

- (a) Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- (b) Transmits to a new employer the business or any part of the business covered by this Agreement

Where the Council proposes to transmit the business or any part of the business, the Council shall:

- (a) Notify the employees affected and the relevant union of the proposed transmission; and
- (b) Discuss with the employees affected and the relevant union the effect of the transmission of business.

The discussion will commence as soon as practicable after a decision has been made by the council to transmit the business or part of the business.

The Council will consider and respond to any reasonable concerns raised by employees and the relevant union about the terms of the proposed transmission. In the event of a dispute about the council's response to concerns raised by employees, the disputes settling clause of this agreement will be utilized to resolve these concerns,

The Council shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the relevant union and the proposed new employer.

#### **9.0 DISPUTE SETTLEMENT/RESOLUTION**

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 provisions:

### **9.1 At the workplace**

Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.

Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.

If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant union or any other support person.

Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the relevant union or any other support person who will attempt to facilitate a resolution.

If after the above steps the matter remains unresolved, the dispute shall be referred to the Industrial Relations Commission for conciliation and if the matter remain unresolved arbitration.

While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached, except in the case of a genuine safety issue.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

The above procedures do not restrict the Council or an authorised officer of the relevant union or any other support person from making representations to each other at any stage in this procedure.

### **9.2 QIRC**

Once referred to the QIRC the parties are bound by the outcome.

## **10.0 PURPOSE AND OBJECTIVES OF THE AGREEMENT**

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- Promote a harmonious and productive work environment through ongoing cooperation, consultation and communication.
- Commit to maintaining a healthy and safe work environment.
- Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.
- Commit to delivering high quality services with a strong customer service focus towards both internal and external customers.
- Council is committed to promoting career development opportunities and succession planning.

## **11.0 RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read wholly in conjunction with the following Awards provided that where there is an inconsistency between this Agreement and the Parent Award this Agreement shall prevail to the extent of the inconsistency:

- Local Government Employees (excluding Brisbane City Council) Award – State
- Engineering Award – State

- Building Trades Public Sector Award – State
- Queensland Local Government Officer's Award 1998

## **12.0 CONSULTATION AND COMMUNICATION OBLIGATIONS WITH ENTERPRISE BARGAINING TEAM/LOCAL GOVERNMENT EMPLOYMENT GROUP**

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Local Government Employment Group (LGEG) will continue and be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.

The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.

It is agreed that the LGEG will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between council, employees and the relevant unions.

During the term of the agreement the Local Government Employment Group will meet February, May, August and November each year to discuss issues arising out of the operation of the Agreement.

### ***12.1 Membership of the LGEG***

The Local Government Employment Group (LGEG) comprising of the delegates and officials of the Unions representing employees of Council and including unions which are parties to this agreement is recognised by the Council.

The LGEG representatives and Council management representatives will form the membership of the LGEG which has negotiated this agreement and will monitor and implement this agreement.

## **13.0 WAGE AND SALARY RATES**

- Payable from the 1<sup>st</sup> July, 2009, Council agrees to grant a salary increase of 4.25% or CPI (Brisbane rates payable March quarter) capped at 6% or \$37.00 per week (whichever is greater).
- Payable from the 1<sup>st</sup> July, 2010, Council agrees to grant a salary increase of 4.25% or CPI (Brisbane rates payable March quarter) capped at 6% or \$39.00 per week (whichever is greater).
- A schedule of wages is attached to this agreement.

## **14.0 CLASSIFICATION AND SALARY INCREMENTS**

### ***14.1 Classification***

Council positions will be classified in accordance with the level definitions provided for in this Agreement by the relevant Award and the provisions set out below.

Position descriptions shall be used as the primary source of classifying positions. Council will provide to each employee a position description which clearly and accurately identifies as a minimum:

- The requirements of the job;
- The skills, knowledge, experience, qualifications and/or training required;
- The responsibility level of the position;
- The organizational relationship of the position;
- The accountability/extent of authority of the position.

### ***14.2 Performance Appraisals***

During the life of this agreement, the Council agrees to offer to conduct an annual formal performance appraisal with each staff member. By mutual agreement any employee may choose to forgo an appraisal discussion and must notify their intention to do so in writing.

The performance appraisal process is not to be used as part of a disciplinary procedure, rather as an opportunity to discuss objectives and goals for the future.

The employee and their supervisor will each be required to complete a performance appraisal form.

Following the completion of the form, the employee and their supervisor will discuss, agree and complete a final version of the document. Both parties will sign the final version of the document and it will be counter signed by the relevant Director or Program Manager and the Chief Executive Officer.

The original document will be placed on the employee's personal file. A copy will be provided to the employee and, on request, to their supervisor.

Where an employee disagrees with any comments on the final version of the performance appraisal form they may invoke the grievance procedures in accordance with Clause 8.0.

Outside these provisions the Award provisions will apply.

### ***14.3 Position Descriptions***

During the life of this agreement, the Council will undertake to provide each employee a Position Description.

Position Descriptions will be developed with employees and their supervisors to ensure agreement to their content is reached.

Where a position description is developed and an employee does not agree that it is an accurate reflection of their duties they may invoke the grievance procedure contained in Clause 8.0 of this agreement.

Employees will be provided with two copies of their position description and will be required to sign one copy which will be placed on their personal file. The second copy is provided for the employee's own record.

### ***14.4 Salary Movement***

Movement to the next highest salary point within a classification level will be by annual increment subject to satisfactory service for the previous twelve months in accordance with a Performance Management System developed by the Council in consultation with the employees.

Where satisfactory performance has not been given the employee will be notified in writing of the reasons why the performance has not been satisfactory and will be given an opportunity to address the unsatisfactory performance.

The situation will be reviewed at least quarterly by the Supervisor or Manager and where the employee's performance has improved such that it is considered by the Supervisor or Manager to be deemed satisfactory the supervisor or manager may recommend to the Chief Executive Officer that an incremental increase is given from the date of the review.

Movement to a higher level will be way of promotion to a more highly classified position or by reclassification of an Officer's current position to a higher level in accordance with Clause 14.9, subject to provisions of Clause 14.10.

Where the opportunity for an annual performance appraisal has been forgone by mutual agreement, movement to the next highest point in a classification will occur annually, except in the case of unsatisfactory performance.

### ***14.5 Progression between Level 1 and Level 2 of the Local Government Officers Award***

Automatic progression between Level 1 and Level 2 of the Local Government Officers Award under the following circumstances:

- Where an employee has satisfactorily progressed through each incremental level of Level 1; and
- Subject to the employee acquiring and using the skills and knowledge at the higher level in the position occupied in accordance with Award provisions.
- Automatic progression between Level 1 and Level 2 will occur over an 18 month period from the date of commencement subject to satisfactory performance within Level 1. Where performance is not satisfactory or where the employee does not demonstrate a level of skills suitable for an 18-month progression through Level 1 the speed of progression through Level 1 will be based on the timeframe within which skills are acquired.

### ***14.6 Progression between Level 3 and Level 4 of the Local Government Employees Award***

Level 3 of the Local Government Employee's award will be used as the entry point for all staff engaged on a permanent basis within Council's workforce. Following twelve (12) months service Council will review the performance of the incumbent and should it be deemed that overall work performance, including absenteeism, has been satisfactory, then progression to Level 4 will be awarded. Should this annual review deem that work performance is not such that warrants wage progression, then review will occur quarterly after the original date of review.

### ***14.7 Commitment to Competency Based Classification Structure***

Council is committed to the development of a single classification structure which recognizes the range and depth of the skills and qualifications of its employees and which seeks to recognize and reward multi-skilling within the organization. During the term of this agreement, Council will work with unions with the aim of developing and implementing a Competency Based Classification Structure.

### ***14.8 Higher Duties and Reclassification***

Council is committed to recognizing and rewarding its staff and as such agrees that, through a reclassification process, employees who have been engaged at a higher classification for the majority of their fortnightly hours for a considerable period of time will be reclassified. Employees who feel that they fulfill this criteria should lodge an application for reclassification on the appropriate form and lodge with Human Resources.

In addition, any payment for relief shall be for the immediate relief position and shall not have a roll down effect to further employees.

### ***14.9 Reclassification***

The employer will, when requested (in writing) by an employee, provide to the employee (in writing) within 8 weeks of receipt of the written request:

- The employee's classification
- The reasons for the employee's appointment to that classification including:
  - The characteristics of the position
  - The requirements of the position
  - The responsibilities of the position
  - The organisational relationship
  - The extent of authority

Such a request shall only be made on an annual basis provided however that an employee may make a request at any time where an employee's position has been restructured or reorganized or as a result of a substantive change in the position initiated by an employer, such that the position should be classified as a higher level position in accordance with the classifications contained in the relevant parent Award.

An employee may dispute the classification determination by the employer. Any disputes that are initiated regarding the classification shall be dealt with in accordance with the grievance procedures contained in Clause 8 of this Agreement.

An employee may request a representative to represent them during this process, who may be a Trade Union Official.

### ***14.10 Movement Between Classifications***

Movement between classifications will depend upon the performance and skills acquired and will be subject to the requirement for staff with additional skills and the availability of higher grade positions. The Council reserves the right to recruit employees through a merit-based system to fill any job vacancies and is not required to place staff in higher graded positions even if they have gained the required skill.

The exception to this clause is an indoor employee holding at least a three year degree from a recognized university or tertiary institute in a position that requires that qualification who is employed at a classification Level 3 will progress to the relevant classification Level 5 within two years of recruitment provided satisfactory performance in the position has been rendered. Classifications referred to in this clause are in accordance with the classification structure contained in the relevant parent Award.

### ***14.11 Casual and Contract Labour***

The Council and employees recognize that there is an advantage to both the Council and its employees to create permanent positions within Council's workforce where possible.

The agreement recognizes that there are peak work periods where contract and casual employees must be used but where possible Council will use existing staff in the first instance.

Furthermore, Council will notify the relevant union when casuals are to be employed by Council for periods in excess of one week.



Where Council outsources its normal work requirements by contract the Council will provide a copy of Council's minimum rates of pay under the EBA. This provision does not have effect on self employed contractors. It is further agreed that Council will not have to audit this provision.

## **15.0 GENERAL EMPLOYMENT CONDITIONS**

### ***15.1 Promoting a permanent workforce and employment security***

Whitsunday Regional Council is committed to job security for its permanent employees who have a commitment to satisfactory work performance and will maintain a permanent workforce during the term of this Agreement. The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.

Job reductions by forced retrenchments will not occur during the life of this Agreement. Natural attrition, redeployment and/or retraining will be the preferred option when implementing organisational changes that result in positions being no longer required.

The Council is a preferred employer for Local Government and the community. Council supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with Council in relation to their employment status or any other work related matters without fear of victimisation. Unions and employees may refer instances of alleged victimisation directly to the LGEG for attention.

Council acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.

### ***15.2 Contracting / Outsourcing of "In-House" Services or Functions***

It is the clear position of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will minimise the contract out or leasing of any works and services currently provided by Council and may only seek to contract/outsourcing works and services currently provided "in-house" in the following circumstances:

- In the event of a critical shortage of skilled staff
- The lack of available infrastructure capital and the cost of providing technology
- Extraordinary or unforeseen circumstances
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out

### **15.3 Consultation Process**

Where Council seeks to contract out or lease any Council works and services provided by in-house Council employees in accordance with the above criteria, the relevant Unions will be consulted as early as possible. Discussions must take place before any steps are taken to call tenders or enter into any otherwise legally binding arrangement for the provision of Council's in-house services by an external provider.

Council will ensure that all relevant Unions are aware of any proposals to contract out or lease in-house Council functions by providing the relevant Unions with formal written notification.

For the purpose of consultation, the relevant Unions will be given all relevant documentation where possible, including the proposed contract and schedules. It is the responsibility of the relevant Union to participate fully in discussions on any proposals to contract out or lease any Council functions.

Council will be required to provide the Union as part of the written notification with the following information:

- Why the service cannot continue to be delivered by Local Government employment
- The impact on the Local Government workforce
- How the proposed initiative will improve local government service delivery
- Any social and/or economic impact on the local community
- Communication and consultation strategies including managing the impact on the tenured local government workforce and effected employees;
- Workforce transition plans for deployment, redeployment and retraining
- The full cost implications for Council

If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease any in-house Council functions, the Council will:

- Negotiate with relevant Unions employment arrangements to assist employees to move to employment with the contractor
- Ensure that employees are given the option to take up employment with the Contractor
- Ensure that employees are given the option to accept deployment/redeployment with the Council
- Ensure that as a last resort, employees are given the option of accepting a voluntary retrenchment.

#### ***15.4 Recruitment & Selection***

All positions must have a position description. All positions will be classified in accordance with the definitions provided for in accordance with the classification structures of the relevant parent Award and the additional provisions set out below.

The Council agrees that appointments to any vacancies for the duration of this agreement will be in accordance with Council's recruitment and selection policy and the Transition Code of Practice.

#### ***15.5 Trainees***

Trainees will not be used in positions within the permanent workforce which will detrimentally affect employment opportunities for permanent employees.

#### ***15.6 Allowances***

All allowances, excluding the Locality Allowance paid under the relevant parent Award, will be indexed by 4.0% or CPI (Brisbane rates payable March quarter) capped at 5% whichever is the greater on the 1<sup>st</sup> July annually.

#### ***15.7 Camping Allowance***

Council will commit to increase the current camping allowance paid to individual staff members covered under this Agreement to \$55 per day (including Saturday and Sunday).

#### ***15.8 Salary Packaging/Salary Sacrifice***

Salary packaging options are available to all employees provided that Council's does not incur additional costs as a result of the activity. All employees are to obtain evidence that they have independent financial advice outlining limitations before salary sacrificing. Proof of such advice may be requested by Council. Employees should refer to the ATO website for information about items available for salary packaging.

#### ***15.9 Grave Diggers Allowance***

To replace existing allowances for grave digging duties which involve exhumation, human seepage and working in wet holes, employees assigned to such sites may claim double time for the actual time spent on the said duties.

Where the employee is engaged under the annualized hours option referred to in clause 16.2 the actual hours worked will be deducted from total allocated annualized hours.

#### ***15.10 Live Sewer Allowance***

All employees directly engaged on live sewer or cleaning septic tanks in accordance with award provisions shall during ordinary hours be paid at the rate of time and half for all time so engaged.

During overtime or on weekends or public holidays employees shall be paid on half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for all time engaged on live sewer work.

The term 'live sewer work' shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.

Employees who are on any day required to carry work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto, shall be paid not less than four hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

#### ***15.11 Uniform Allowance***

Uniforms will be provided to employees in accordance with the Whitsunday Regional Council Uniforms policy as the minimum standard to be applied. If there are any changes to the policy consultation with the LGEG will be undertaken.

### **15.12 Incidental Allowance**

Incidental allowance will be payable for specific projects where no camping allowance is payable - \$12 per day (subject to site specific agreement). This allowance will be indexed in accordance with Clause 14.4.

### **15.13 Dead Animal Removal Allowance**

The allowance prescribed for employees removing dead animals will be paid at the rate of \$8.00 per day.

### **15.14 Medical Examinations**

Employees who work outdoors, in parks and gardens or with live sewerage are at risk from various conditions arising from sun exposure and contact with pesticides, weedicide and live sewerage.

Council would agree to the continuation of the current situation where employees are offered a free medical examination every two (2) years to test for these conditions or any other frequency on medical advice.

Council is committed in supplying any employee that has undergone medical examinations with the results.

### **15.15 Vaccinations**

One flu vaccination per employee per year will be offered for the life of this agreement. The vaccinations will be offered in April/May of each year of this agreement.

Vaccinations for tetanus, Hepatitis A & B will be offered on a needs basis to any employees who are deemed to be at risk.

### **15.16 Payment for Employees engaged under Local Government Officer's Award working 38 hour week**

All employees engaged under the Local Government Officer's Award who are required to work 38 hours per week will be paid 36.25 hours per week at the rate of ordinary time and the remaining 1.75 hours per week at the rate of time and a half.

## **16.0 RELIABLE AND REDUCED HOURS OF WORK**

### **16.1 Hours of Work and Spread of Working Hours**

Hours of work, breaks and spread of hours will be in accordance with the terms and conditions prescribed in the relevant parent Award.

### **16.2 Flexible Working Arrangements**

With the agreement of their Director, employees may work flexible hours to meet personal circumstances subject to ensuring sufficient personnel are available during normal hours or work to maintain appropriate levels of customer service. The total number of hours worked by each employee must be in accordance with the terms and conditions of their employment.

Employees may, by agreement with their Director, work an annualized hours arrangement which may include approved additional hours above their normal annual allocation (i.e. 1976 hours per annum for full time outdoor employees, 1885 hours per annum for full time indoor employees, pro-rata hours for part time staff). Additional hours will be approved on an individual basis based on the needs of each business area. Such additional hours will be paid at time and a half.

Employees, whether engaged to work additional hours or not, may elect to have their salary and allowances packaged as an annual amount.

Where additional hours are worked employees may elect to terminate their annualized hours arrangement 12 months after the date of commencement of their annualized hours arrangement.

Directors may elect not to offer additional hours or an extension of additional hours at their discretion. A minimum period of notice of 28 days will be provided in writing.

### **16.3 Job Start Locations**

Taking into account the variety of duties undertaken by Council's outdoor staff the following arrangements will be instituted with regard to the times and location of the commencement of duties of each working day as follows:

- With regard to the following categories of works they will be applied only to specific projects where it is easily recognized that they are site specific and there will be no daily modification to the site of the works. Council shall give the undertaking that arrangements for these categories of works shall be made a minimum of five (5) working days in advance of the commencement of the arrangements.
- For Employees working on a job site less than 15km from a Council Depot, it is proposed that commencement and finish times of the daily ordinary hours of work shall occur “on the job”. Travel time to and from the job site will be undertaken in the employee’s own time. Travel shall be undertaken via the employee’s own vehicle or by accessing a Council vehicle at the Depot for travel to the work site by arrangement with the Supervisor and dependent on requirements of the works being undertaken.

#### ***16.4 Job Rotation Opportunities***

Multi-skilling opportunities may be made available through job rotation, where practical, with appropriate training and support and by the mutual agreement in writing between the employer and the employees.

Where job rotation opportunities involve a party working in a higher grade payment of higher duties will be provided for the period when higher duties are undertaken.

Where job rotation opportunities involve a party working a lower grade there will be no loss of ordinary pay rates for the period when the lower duties are undertaken.

### **17.0 SERVICING OF PLANT ITEMS AND LIGHT VEHICLES**

Unless repairs or major servicing approved by the appropriate Team Leader is required all regular servicing and lubrication of plant and light vehicles shall be undertaken “on the job”. Plant/Vehicles shall not be traveled from the job site to the respective Depots at the end of the ordinary hours of work on a daily/weekly basis unless approved by the relevant Team Leader. The decision shall be based on the inability to source an appropriate secure location to store such equipment or for reasons such as the need to access such plant for after hours emergency call out etc.

Servicing is to be performed at the time which least disrupts Council’s operations and will be at the discretion of the relevant Team Leader. Council will commit to provide such equipment and training as is necessary to ensure the mechanically correct, safe and environmentally responsible methods of undertaking the servicing and lubrication of the plant/vehicle.

### **18.0 LEAVE ENTITLEMENTS**

#### ***18.1 Personal Leave Entitlements***

All employees will have access to personal leave entitlements of 15 days per annum, pro-rata for part time employees, in accordance with the Local Government Officers Award. Personal leave entitlements will not be capped.

#### ***18.2 Personal Leave Bonus Scheme***

Commencing from 2009, a personal leave bonus scheme will be implemented for all staff. This scheme will pay bonuses in the pay period following the 31<sup>st</sup> December annually for all employees who have had limited personal leave.

- 0 days leave - \$400
- 1 day leave - \$300
- 2 days leave - \$250
- 3 days leave - \$200
- 4 days leave - \$100

Pro-rata entitlements will apply to part time or employees not engaged for the entire twelve (12) month period.

For the purposes of this bonus, leave taken that has been debited from the personal leave accruals for bereavement leave purposes will not be used in the calculation of this bonus.

#### ***18.3 Personal Leave Monitoring***

The parties recognize that absenteeism constitutes a significant industrial relations issue and cost overhead and recognize that both parties will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes. These are identified as follows together with a procedure for addressing the cause:

- If an employee is absent from work due to personal leave he/she must contact their immediate Team Leader, Coordinator or Manager within one (1) hour of normal commencement times advising of their absence;
- Contact must be made personally by telephone or in person by either the employee or an immediate family or household member;
- Failure to notify will result in non-approval of personal leave and absence being classed as leave without pay;
- Immediately following the recommencement of duties, the employee must complete a personal leave notification form detailing the period involved and any particular reason for such absence;
- The above procedure must occur on each day of an absence not covered by a medical certificate;
- Absences of two (2) working days do not require the production of a medical certificate but they are required for all absences in excess of two (2) working days;
- In an effort to address repetitive or excessive unexplained absences from the workplace, Council will work with the unions to initiate a process for exploring and minimizing such absences.
- For the financial year period, once an employee reaches eight (8) uncertified absences, each absence thereafter must be certified.

#### ***18.4 Annual Leave/Long Service Leave Entitlements***

All employees are entitled to five (5) weeks annual leave per annum (pro-rata for part time employees). Applications for annual leave must be applied for in writing on the appropriate form and approved in advance prior to the leave being taken. No leave will be approved subsequent to an absence occurring which will be considered leave without pay.

All employees are entitled to thirteen (13) weeks long service leave after ten (10) years of service, with pro-rata use of long service leave available after seven (7) years.

Applications for periods of long service or annual leave for periods greater than one (1) week should be made a minimum of two (2) weeks in advance of the proposed commencement of the leave. All applications for annual or long service leave should not be considered approved until a signed copy is returned to the employee. This should be done within two (2) days of the employee lodging the application.

The employer reserves the right to refuse leave applications or defer them to a more mutually acceptable period subject to work commitments.

The maximum accrued annual leave entitlement which can be held at any one time is ten (10) weeks. The employer reserves the right to direct an employee to take such excess leave after prior notification that the employee would be required to make arrangements for the taking of the excess leave within a period of six (6) months from the date of the notification. Failure to access this excess leave would lead to the employer directing the employee to take annual leave to bring his/her entitlement below the maximum leave with the provision of three (3) weeks notice.

#### ***18.5 Cultural and Ceremonial Leave***

Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of the employer being met, the parties agree that:

- An employee who identifies as coming from such a background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture;
- Where an employee chooses to practice spiritual or cultural beliefs which take them away from worksite or workplace, the employee will be required to apply for annual leave, Rostered Days Off or TOIL for these purposes.

#### ***18.6 Bereavement Leave***

An employee shall on the death of a member of the employees immediate family or a member of the employee's household be entitled on notice to five (5) days bereavement leave with 3 days bereavement leave and 2 days sick from personal leave accruals and such leave shall be without reduction of pay for a period not exceeding the number of hours worked by the employee. Proof of such death shall be furnished by the employee to the satisfaction of the Council if asked.

Definitions of immediate family and household;

- A spouse (including husband and/or wife, former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex or same sex of the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis;
- A child or adult child (including adopted, or step or an ex-nuptial child).

- Parent or parent in law of the employee.
- Grandparent of the employee or grandparent of the spouse of the employee.
- Grandchild of the employee or grandchild of the spouse of the employee.
- Sibling of the employee or sibling of the spouse of the employee.

In exceptional circumstances the employer may grant paid or unpaid leave outside the provisions outlined above.

### ***18.7 Leave Without Pay***

Council agrees to the provision of “Leave without Pay” for special circumstances exhibited by an employee subject to the approval of the Chief Executive Officer.

### ***18.8 Parental Leave***

Council will pay the wages of such employees for six (6) weeks of the total leave taken. The six (6) weeks paid maternity leave may be taken as twelve (12) weeks at half pay. For employees to be eligible for paid maternity leave, the Employee must have completed one (1) year’s continuous service with Council immediately prior to the taking of the leave.

Employees whose partner has given birth or who has adopted a child will be entitled to one week’s paid parental leave at the time of the birth or the adoption.

Employees will be provided with up to two years unpaid leave if they are the primary caregiver where the employee agrees to return to permanent employment and does so for at least six (6) months following the period of absence.

Employees may be required to complete a statutory declaration stating that they will be the primary caregiver for their child during this period. This provision will apply equally to male and female employees.

### ***18.9 Rostered Leave***

It is agreed between the parties that the normal daily hours of work will be structured to allow for employees to work on the basis of nine (9) days within a two (2) week period. Whenever possible all employees will access their RDO each fortnight.

- RDO’s are to be taken on a Monday or Friday each fortnight or, by mutual agreement, on any other day of the week.
- Staff are not able to accrue any more than five (5) RDO’s.
- Accrued RDOs are to be taken within 12 months of their accrual or are to be paid out in accordance with relevant Award conditions.
- When required, and by mutual agreement, an RDO may be accrued (held in credit) to be taken at a later date.
- Except in emergency cases, five (5) days notice is to be given verbally to each employee that is required to work on any scheduled RDO. Where an employee is directed by a supervisor to work an RDO, and no provision is made for accrual of or scheduling of an alternative day, payment for this RDO worked will be paid as per the relevant Award.
- Banked RDO’s may be accessed by the employee making written application to their Supervisor at least five (5) days prior to the requested leave. The Supervisor may waive this notice in the case of special emergency or unforeseen circumstances. Council reserves the right to refuse applications on the basis that the leave applied for may result in the administrative and works operations of Council to be rendered less efficient or more costly as a consequence.
- Banked RDO’s will be paid in the pay period in which they are taken.
- Employees retain the right to refuse to work on a scheduled RDO.
- Agreement to take or work and RDO will not be unreasonably withheld or refused by either party.

### ***18.10 Time Off In Lieu (TOIL)***

Time off in lieu to be accrued at ordinary rates, however where payment is made, payment will be paid at the applicable overtime rate.

Accrued time off must be taken within 6 months of the date of its accrual or it will be paid out at the hourly rate current at the time payment is made to the employee.

## **19.0 ON CALL ALLOWANCE**

An on call allowance of \$187 per week will be paid for employees who are required to be on call and attend emergencies which are directed to the employee through Council's after-hours service.

Where employees are on call on a daily basis only (i.e. to provide back up where the designated on call officer is unavailable due to absence from work) the on call allowance will be paid as follows:

- For being on call on Monday to Friday (inclusive and including any Public Holidays) the daily rate will be \$17.00 per day.
- For being on call on Saturday (inclusive and including any Public Holidays) the daily rate will be \$34.00 per day.
- For being on call on Sunday (inclusive and including any Public Holidays) the daily rate will be \$68.00 per day

Further it is agreed that the employee who is replaced on call will not receive an on call allowance for any days when they are unavailable and are so replaced.

Any call outs made after normal working hours will be compensated in the following manner:

- For those employees working an annualized hours arrangement:

A four hour credit for the first call out on that day. Where the employee is called to attend a further emergency within that initial four hour period no additional time will be credited. Where the initial callout(s) last beyond four hours the actual time of attendance will be credited for the nearest hour. During any subsequent call out, a minimum of two hours will be credited or, where the call out extends beyond two hours, the actual time taken.

- For those employees who have maintained their existing arrangements in accordance with this Agreement and the relevant parent Award:

Payment for four hours at the appropriate penalty rate for the first call out. Where the employee is called to attend a further emergency within that initial four hour period no additional payment will be made. Where the initial callout(s) last beyond four hours, the actual time to the nearest hour will be paid at the appropriate penalty rate. During any subsequent call out, a minimum of two hours will be paid at the appropriate penalty rate or, where the call out extends beyond two hours, the actual time taken.

Employees who are on call must be able to be contacted and be able to respond immediately or within a reasonable period of time. Therefore the employee will be provided with a mobile phone.

Where an employee is on call on a gazetted Public Holiday, irrespective of whether a call out occurs or not, a days leave will be credited to allow the employee to take a day off in lieu.

This Agreement replaces any and all existing Industrial Agreements for on call allowances.

## **20.0 SIMULTANEOUS ADVERTISING**

Council will advertise all permanent vacancies up to and including Level 4 of the Local Government Officer's Award internally in the first instance.

For positions above Level 4, the Chief Executive Officer may determine that concurrent external advertising will be undertaken. Where concurrent external advertising takes place the relevant Union(s) will be notified.

## **21.0 SAFEPLAN INCENTIVE BONUS**

Upon completion of a Safeplan Audit annually, Council will pay the following bonuses based on the award achieved as a result of the Safeplan Audit:

- Bronze - \$150
- Silver - \$175
- Gold - \$200

The achievement of these awards and bonuses will be paid in accordance with individual work teams. Council may consider part payment of the bonus for results other than Bronze, Silver or Gold.

## **22.0 SERVICE RECOGNITION**

Council is committed to rewarding and recognizing the efforts of its staff and such will provide service gifts to those employees reaching the following service milestones:

- 10 years service – Value of \$175
- 20 years service – Value of \$350
- 30 years service – Value of \$500

Employees who cease employment with Council and have in excess of 30 years service will also be rewarded with an appropriate gift.

## **23.0 TRAINING**

Employees must attend training courses as reasonable required by Council unless the ability to attend is restricted (i.e. by illness or due to flooding etc). Costs of such training will be borne by Council. Training is an integral part of career development and progress through the organization will to a degree be a function of attendance and performance at scheduled training courses.

Council will make all reasonable efforts to ensure that training is undertaken during normal working hours. However, where attendance at training requires hours outside of normal working hours for the individual employee concerned (i.e. travel to the venue or attendance at the weekend) such time will be paid for at the appropriate hourly rate.

Council recognizes that employees may have family commitments that make travel to or attendance at training outside of normal working hours difficult and will give as much advance notice as possible to ensure employees have access to training opportunities.

Staff required to undertake as part of their required duties a First Aid certificate and who do the required training after normal working hours without pay shall be awarded an amount of \$100 on successful completion of the course in lieu of their time committed to this training.

## **24.0 TERTIARY TRAINING**

The parties agree that training opportunities should apply equally to all staff as far as possible. Council commits to ongoing financial commitment to supplementing the cost of the relevant tertiary education for eligible employees within the terms of the Council's current policy.

## **25.0 EMPLOYEE ASSISTANCE PROVISION**

Council agrees to make available to its employees an employee assistance service. An Employee Assistance program (EAP) is an initiative to provide all employees with confidential counseling and support for workplace and personal issues.

## **26.0 POSITIVE EMPLOYMENT RELATIONS**

### *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 provide to employees, at point of engagement, an application for membership to the Union.

Council shall commit to provide employees with a direct debit facility for Union dues.

Council shall commit to advising the relevant union delegate of the engagement of a new staff member.

### *Workplace Delegates*

The Council recognises the role that the union workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant union that an employee has been appointed as a workplace delegate the Council will recognise the employee as a union workplace delegate and allow them the following.

- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;



- (b) reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
- (c) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members;

### ***Facilities and conditions***

The following facilities and conditions will be made available to the relevant union workplace delegates and members of the Local Government Employment Group or any other employee involved in any consultative forum.

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid. This includes reasonable time for preparation for meetings, reporting back and traveling to and from meetings.
- (b) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
- (c) Access to a room will be provided to discuss employment matters.
- (d) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.
- (e) Union delegates shall have the right to place notices on staff notice boards (excluding safety related notice boards) at Council's premises, provided that such notices deal with legitimate and appropriate Union business

Council shall facilitate all employees covered by this Agreement to become and remain financial members of the relevant Union. Council shall facilitate employees to become or remain union members by:

- Providing the Union representative at the workplace the opportunity to advise all employees in relation to membership of a union;
- Upon authorization from the employee, deducting Union membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members of the Union. Such monies shall be forwarded to the relevant Union each fortnight;
- Council also agrees to supply upon request, each quarter, to each Union representative a list of new employees, who may be eligible to join the Union.

### ***Trade Union Training Leave***

Subject to the receipt of a written application by the respective industrial organization and with at least one (1) month advance notice an employee who is an elected union delegate will be granted up to five (5) working day leave (non-cumulative) per annum on ordinary pay to attend conferences, meetings, courses and seminars conducted by his/her respective industrial organization.

The granting of such leave as per the Award shall be subject to the following conditions:

- (a) The maximum number of employees of one and the same Employer attending a course or seminar at the same time will be 4 in total.

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

An authorised officer of the relevant union will have rights of access and entry to the premises of the Council in accordance with the provisions of the *Queensland Industrial Relations Act 1999* and the *Queensland Workplace Health and Safety Act 1995*.

### ***Meetings***

Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations within the employer, including union meetings subject to the approval of the Chief Executive Officer.

## **27.0 DEFENCE RESERVE TRAINING LEAVE**

Council shall permit an employee to attend Defence Reserve training provided that at least one month's notice of such attendance is given to Council.

## **28.0 EMERGENCY SERVICES**

An employee who is, or who becomes, a member of an emergency services agency must seek permission from the CEO to attend emergency callouts.

Where permission is approved the employee shall be allowed leave with pay equivalent to the ordinary time pay for the period agreed to by Council. This leave shall not place any responsibility on Council as to the conduct of or work undertaken by an employee on such leave. Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work.

Such periods of leave will be recognized for the accrual of entitlements.

## **29.0 ONGOING APPLICATION OF THE LOCAL GOVERNMENT WORKFORCE TRANSITION CODE OF PRACTICE FOR THE TERM OF THE AGREEMENT**

Council agrees to apply all elements of the Local Government Workforce Transition Code of Practice (including those that expire in accordance with the TCP on the 16<sup>th</sup> March, 2009) as made on 28 August 2007 for the duration of this agreement.

The Council shall display a copy of Local Government Workforce Transition Code of Practice in such a position as to be easily read by the employees.

## **30.0 REDUNDANCY**

Council is committed to security of employment for the term of this agreement. If severance is required Council will initiate with the Unions and employees at that time.

As a minimum Council will guarantee the following notice periods:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the above notice employees over 45 years of age at the time of giving of notice and with not less than two (2) years continuous service shall be entitled to an additional one (1) weeks notice. Payment in lieu of notice shall be made if the appropriate notice is not given.

As a minimum an employee whose employment is terminated shall be entitled to the following amounts of severance pay.

Three (3) weeks pay for each year of service capped at a maximum of thirty (30) weeks in total and a minimum of ten weeks.

## Schedule A

CLASSIFICATION DESCRIPTION	01/07/2009					
	WEEKLY					
	Current base rates	4.25%	\$37.00	% increase	new base rates	
LG OFFICERS 1/1	\$699.6500	\$729.3851	<b>\$736.6500</b>	<b>5.29%</b>	\$736.6500	\$76
LG OFFICERS 1/2	\$712.0200	\$742.2809	<b>\$749.0200</b>	<b>5.20%</b>	\$749.0200	\$78
LG OFFICERS 1/3	\$729.3200	\$760.3161	<b>\$766.3200</b>	<b>5.07%</b>	\$766.3200	\$79
LG OFFICERS 1/4	\$747.8700	\$779.6545	<b>\$784.8700</b>	<b>4.95%</b>	\$784.8700	\$81
LG OFFICERS 1/5	\$766.4100	\$798.9824	<b>\$803.4100</b>	<b>4.83%</b>	\$803.4100	\$83
LG OFFICERS 1/6	\$785.6300	\$819.0193	<b>\$822.6300</b>	<b>4.71%</b>	\$822.6300	\$85
LG OFFICERS 2/1	\$809.2300	\$843.6223	<b>\$846.2300</b>	<b>4.57%</b>	\$846.2300	\$88
LG OFFICERS 2/2	\$830.2400	\$865.5252	<b>\$867.2400</b>	<b>4.46%</b>	\$867.2400	\$90
LG OFFICERS 2/3	\$851.2200	\$887.3969	<b>\$888.2200</b>	<b>4.35%</b>	\$888.2200	\$92
LG OFFICERS 2/4	\$872.9700	<b>\$910.0712</b>	\$909.9700	<b>4.25%</b>	\$910.0712	\$94
LG OFFICERS 3/1	\$894.7800	<b>\$932.8082</b>	\$931.7800	<b>4.25%</b>	\$932.8082	<b>\$97</b>
LG OFFICERS 3/2	\$916.0300	<b>\$954.9613</b>	\$953.0300	<b>4.25%</b>	\$954.9613	<b>\$99</b>
LG OFFICERS 3/3	\$936.6100	<b>\$976.4159</b>	\$973.6100	<b>4.25%</b>	\$976.4159	<b>\$1,0</b>
LG OFFICERS 3/4	\$957.6300	<b>\$998.3293</b>	\$994.6300	<b>4.25%</b>	\$998.3293	<b>\$1,0</b>
LG OFFICERS 4/1	\$978.6200	<b>\$1,020.2114</b>	\$1,015.6200	<b>4.25%</b>	\$1,020.2114	<b>\$1,0</b>
LG OFFICERS 4/2	\$999.6700	<b>\$1,042.1560</b>	\$1,036.6700	<b>4.25%</b>	\$1,042.1560	<b>\$1,0</b>
LG OFFICERS 4/3	\$1,020.7200	<b>\$1,064.1006</b>	\$1,057.7200	<b>4.25%</b>	\$1,064.1006	<b>\$1,1</b>
LG OFFICERS 4/4	\$1,041.7200	<b>\$1,085.9931</b>	\$1,078.7200	<b>4.25%</b>	\$1,085.9931	<b>\$1,1</b>
LG OFFICERS 5/1	\$1,062.7100	<b>\$1,107.8752</b>	\$1,099.7100	<b>4.25%</b>	\$1,107.8752	<b>\$1,1</b>
LG OFFICERS 5/2	\$1,083.7300	<b>\$1,129.7885</b>	\$1,120.7300	<b>4.25%</b>	\$1,129.7885	<b>\$1,1</b>
LG OFFICERS 5/3	\$1,104.7700	<b>\$1,151.7227</b>	\$1,141.7700	<b>4.25%</b>	\$1,151.7227	<b>\$1,2</b>
LG OFFICERS 6/1	\$1,140.2400	<b>\$1,188.7002</b>	\$1,177.2400	<b>4.25%</b>	\$1,188.7002	<b>\$1,2</b>
LG OFFICERS 6/2	\$ 1,176.2800	<b>\$1,226.2719</b>	\$1,213.2800	<b>4.25%</b>	\$1,226.2719	<b>\$1,2</b>
LG OFFICERS 6/3	\$ 1,212.7300	<b>\$1,264.2710</b>	\$1,249.7300	<b>4.25%</b>	\$1,264.2710	<b>\$1,3</b>
LG OFFICERS 7/1	\$ 1,249.1700	<b>\$1,302.2597</b>	\$1,286.1700	<b>4.25%</b>	\$1,302.2597	<b>\$1,3</b>
LG OFFICERS 7/2	\$ 1,285.6300	<b>\$1,340.2693</b>	\$1,322.6300	<b>4.25%</b>	\$1,340.2693	<b>\$1,3</b>
LG OFFICERS 7/3	\$ 1,322.0600	<b>\$1,378.2476</b>	\$1,359.0600	<b>4.25%</b>	\$1,378.2476	<b>\$1,4</b>
LG OFFICERS 8/1	\$ 1,365.8000	<b>\$1,423.8465</b>	\$1,402.8000	<b>4.25%</b>	\$1,423.8465	<b>\$1,4</b>
LG OFFICERS 8/2	\$ 1,409.5100	<b>\$1,469.4142</b>	\$1,446.5100	<b>4.25%</b>	\$1,469.4142	<b>\$1,5</b>
LG OFFICERS 8/3	\$1,453.2800	<b>\$1,515.0444</b>	\$1,490.2800	<b>4.25%</b>	\$1,515.0444	<b>\$1,5</b>
LG OFFICERS 8/4	\$1,494.3200	<b>\$1,557.8286</b>	\$1,531.3200	<b>4.25%</b>	\$1,557.8286	<b>\$1,6</b>
LG OFFICERS 8/5	\$1,535.3700	<b>\$1,600.6232</b>	\$1,572.3700	<b>4.25%</b>	\$1,600.6232	<b>\$1,6</b>
LG EMPLOYEES 1	\$660.8100	\$688.8944	<b>\$697.8100</b>	<b>5.60%</b>	\$697.8100	\$72
LG EMPLOYEES 2	\$703.1300	\$733.0130	<b>\$740.1300</b>	<b>5.26%</b>	\$740.1300	\$77
LG EMPLOYEES 3	\$714.6200	\$744.9914	<b>\$751.6200</b>	<b>5.18%</b>	\$751.6200	\$78
LG EMPLOYEES 4	\$726.2300	\$757.0948	<b>\$763.2300</b>	<b>5.09%</b>	\$763.2300	\$79
LG EMPLOYEES 5	\$739.9200	\$771.3666	<b>\$776.9200</b>	<b>5.00%</b>	\$776.9200	\$80
LG EMPLOYEES 6	\$763.4000	\$795.8445	<b>\$800.4000</b>	<b>4.85%</b>	\$800.4000	\$83
LG EMPLOYEES 7	\$787.8000	\$821.2815	<b>\$824.8000</b>	<b>4.70%</b>	\$824.8000	\$85
LG EMPLOYEES 8	\$809.9800	\$844.4042	<b>\$846.9800</b>	<b>4.57%</b>	\$846.9800	\$88
ENG C10	\$739.9200	\$771.3666	<b>\$776.9200</b>	<b>5.00%</b>	\$776.9200	\$809
ENG C9	\$776.9160	\$809.9349	<b>\$815.7660</b>	<b>5.00%</b>	\$815.7660	\$850
ENG C8	\$813.9120	\$848.5033	<b>\$854.6120</b>	<b>5.00%</b>	\$854.6120	\$890
ENG C7	\$850.9080	\$887.0716	<b>\$893.4580</b>	<b>5.00%</b>	\$893.4580	\$931
ENG C6	\$924.9000	\$964.2083	<b>\$971.1500</b>	<b>4.25%</b>	\$971.1500	\$1,0
ENG APPRENTICE YR1	\$295.9680	\$308.5466	<b>\$310.7680</b>	<b>5.00%</b>	\$310.7680	\$32
ENG APPRENTICE YR2	\$406.9560	\$424.2516	<b>\$427.3060</b>	<b>5.00%</b>	\$427.3060	\$44
ENG APPRENTICE YR3	\$554.9400	\$578.5250	<b>\$582.6900</b>	<b>5.00%</b>	\$582.6900	\$60
ENG APPRENTICE YR4	\$665.9280	\$694.2299	<b>\$699.2280</b>	<b>5.00%</b>	\$699.2280	\$72
BUILDING TRADES	\$767.4400	\$800.0562	<b>\$804.4400</b>	<b>4.82%</b>	\$804.4400	\$83

Schedule A						
CLASSIFICATION DESCRIPTION	01/07/2009					
	WEEKLY					
	Current base rates	4.25%	\$37.00	% increase	new base rates	
PLUMBER						
BT APPRENTICE YR1	\$306.9760	\$320.0225	<b>\$321.7760</b>	<b>4.82%</b>	\$321.7760	\$33
BT APPRENTICE YR2	\$422.0920	\$440.0309	<b>\$442.4420</b>	<b>4.82%</b>	\$442.4420	\$46
BT APPRENTICE YR3	\$575.5800	\$600.0422	<b>\$603.3300</b>	<b>4.82%</b>	\$603.3300	\$62
BT APPRENTICE YR4	\$690.6960	\$720.0506	<b>\$723.9960</b>	<b>4.82%</b>	\$723.9960	\$75

\*Highlighted Figures indicate applicable increase.

**SIGNATORIES**

Signed for and on behalf of **Whitsunday Regional Council**..... Michael Brunker (Mayor)  
and ..... John Finlay (CEO)  
In the presence of ..... Tracey Mayhew

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

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

Signed for and on behalf of the Federated Engine Drivers' and Firemens'  
Association of Queensland, Union of Employees ..... Michael Ravbar  
In the presence of:..... Lisa Noyes

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

Signed for and on behalf of the Automotive, Metals, Engineering,  
Printing and Kindred Industries Industrial Union of Employees, Queensland ..... Andrew Dettmer  
In the presence of:..... Heidi Wood

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

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