

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**South Burnett Regional Council Certified Agreement - Field Staff - 2008
(CA/2009/35)**

DEPUTY PRESIDENT SWAN

24 April 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 24 April 2009 the Commission certifies the following written agreement:

South Burnett Regional Council Certified Agreement - Field Staff - 2008 (CA/2009/35) [as amended]

made between:

- South Burnett Regional Council (ABN 89 972 463 351)
- The Australian Workers' Union of Employees, Queensland
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees

The agreement was certified by the Commission on 24 April 2009 and shall operate from the date of certification (i.e. 24 April 2009) until its nominal expiry on 15 March 2011.

This agreement replaces:

- CA/2005/275 (Nanango Shire Council - Certified Agreement 2004)
- CA/2004/430 (Kingaroy Shire Council Enterprise Bargaining Certified Agreement 2004)
- Nanango Shire Council Enterprise Agreement Federal Award Employees 2005 (AG841476)
- Kingaroy Shire Council Enterprise Bargaining Agreement 2004 (AG836588)
- Murgon Shire Council Employee Collective Agreement 2007 (#072449954)
- Wondai Shire Council Workplace Agreement 2006 (#071440556)

By the Commission.

D.A. SWAN
Deputy President

South Burnett Regional Council Certified Agreement - Field Staff - 2008

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1. TITLE

This agreement will be known as the South Burnett Regional Council Certified Agreement - Field Staff - 2008.

2. DEFINITIONS

“**Award**” means the *Local Government Employees’ (Excluding Brisbane City Council) Award State*, the *Building Trades Public Sector Award State* and the *Engineering Award State*.

“**Emergency Service Agency**” means the State Emergency Service, Volunteer Fire Brigade, Rural Fire Brigade or any other service agreed by the Chief Executive Officer to be an applicable emergency service.

“**Field Staff**” means those employees whose employment is covered by the provisions of the Awards.

“**Industrial Instrument**” has the same meaning as in the IR Act.

“**IR Act**” means the *Industrial Relations Act 1999 (Qld)*.

“**LGEG**” means the Local Government Employment Group established and constituted for the Council in accordance with the Local Government Reform – Local Transition Committee Guidelines and the Code of Practice.

“**Week’s Pay**” means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments of a like nature.

“WHS Act” means the *Workplace Health and Safety Act 1995* (Qld).

3. PARTIES BOUND

This Agreement is made between South Burnett Regional Council, its employees and the:

- a) The Australian Workers’ Union of Employees, Queensland
- b) Transport Workers’ Union of Australia, Union of Employees (Queensland Branch)
- c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- d) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- e) Federated Engine Drivers’ and Firemens’ Association of Queensland, Union of Employees.

4. APPLICATION

This Agreement is to be read in conjunction with the:

- *Local Government Employees’ (Excluding Brisbane City Council) Award State*
- *Building Trades Public Sector Award State*
- *Engineering Award State*

Where there is inconsistency between this Agreement and the relevant Award, this Agreement prevails to the extent of the inconsistency.

5. DATE AND PERIOD OF OPERATION

This Agreement will operate from the date of certification and will have a nominal expiry date of 15 March 2011.

Council agrees that it will commence negotiations in relation to a new agreement no later than six months prior to the expiry of this Agreement.

6. AIM OF THE AGREEMENT

Council aims to:

- a) Amalgamate the businesses of the former Kingaroy, Nanango, Murgon and Wondai Shire Councils into an effective and efficient Regional Council
- b) Provide a high level of service to ratepayers and others who engage Council for the provision of services
- c) Conduct its business in a financially responsible way
- d) Provide a working environment that encourages its employees to offer a consistent level of high quality service
- e) Recruit and retain an effective, flexible and motivated team of employees.

7. EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATION

- 7.1 Council is an equal opportunity employer.
- 7.2 “Equal opportunity” means that everyone has an equal chance of recruitment, development and promotion based solely on their demonstrated skill levels, qualifications, abilities and attitude.
- 7.3 Employees agree to accept responsibility for ensuring that a working environment exists at Council that is free of discrimination, harassment (particularly sexual harassment), victimisation and intimidation. Employees acknowledge and agree that unlawful discrimination, harassment, victimisation or

intimidation will not be tolerated in the workplace or during work related activities, and that employees who engage in such conduct will be subject to disciplinary action which may include termination of employment.

- 7.4 Employees also accept responsibility for complying with Council's policies and procedures about discrimination, harassment and equal opportunity (as amended from time to time).
- 7.5 Nothing in this clause affects differential treatment which is specifically exempted under State or Commonwealth legislation (such as the provision of junior rates of pay).

8. LOCAL GOVERNMENT EMPLOYMENT GROUP (LGEG)

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 to be responsible for the role of coordinating the reform and ensuring effective communication between management and employees.

It is agreed that the LGEG will be the Committee through which genuine consultation and discussion regarding workplace reform or changes will occur between Council, employees and Unions. The LGEG will meet a minimum of every three months or as agreed.

9. SALARY AND WAGES

- 9.1 Council agrees to pay employees a 4.5% increase to their current rate of pay, or \$40 per week, whichever is the greater, effective from the first pay period after 1 July 2008.
- 9.2 Council agrees to pay employees a 4% increase to their rate of pay, or \$40 per week, whichever is the greater, effective from the first pay period after 1 July 2009.
- 9.3 Council agrees to pay employees a 4% increase to their rate of pay, or \$40 per week, whichever is the greater, effective from the first pay period after 1 July 2010.

10. CLASSIFICATIONS COVERED BY THE AGREEMENT

Council is committed to the development of a single classification structure that recognises the range and depth of the skills and qualifications of its employees and which seeks to recognise and reward multi-skilling within the organisation. During the term of this agreement, Council will work with Unions to investigate a Competency Based Classification Structure.

11. PART TIME EMPLOYMENT

- 11.1 Where the employee agrees, Council may increase a part time employee's ordinary hours in any period to take into account operational demands and requirements, without incurring penalty rates as prescribed by the Award for the additional hours worked, provided that the:
 - a) Increase in the part time employee's ordinary hours in the period does not exceed 25% of the part-time employee's standard ordinary hours; and
 - b) Total number of ordinary hours worked by the part time employee in the period does not exceed the equivalent of 38 hours a week.
- 11.2 For the avoidance of doubt, a part time employee is entitled to be paid penalty rates for additional hours the part time employee works in a period if the total number of additional hours worked in the period by the part time employee exceeds 25% of the employee's standard ordinary hours, or if the total number of hours worked by the part time employee in the period exceeds the equivalent of 38 hours per week.

12. DISPUTE RESOLUTION

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 an industrial matter 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 will discuss the matter/s with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant Union.

Should the grievance remain unresolved after 14 days, the matter should then be referred to the Chief Executive Officer and, if requested by the employee/s, an authorised officer of the relevant Union who will attempt to facilitate a resolution.

If after the above steps, the matter remains unresolved, the dispute may be referred by either the employee/s or Council to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved, arbitration.

While the above procedure is being followed, to the extent it is safe to do so, the status quo is to be maintained and every endeavour is to be applied to ensure that work continues normally until a resolution of the dispute is reached.

All parties agree to 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 employee, or an employee's representative (being an authorised officer of the relevant Union) from making representations to each other at any stage in this procedure, or restrict the parties from agreeing to escalate any stage of this process which is not practicable.

13. WORKING HOURS AND SPAN OF HOURS

The hours of work are an average of 38 per week, between the hours of 5:00am and 6.00pm.

14. 9 DAY FORTNIGHT

Subject to agreement between the employee and their supervisor, an employee may accrue up to 5 rostered days off. Such rostered days off may be taken at a mutually agreeable time between the supervisor and the employee.

Should Council not release the employee to take the rostered day off in the 6 month period from the date the first RDO is accrued, penalties rates shall apply.

It is agreed that in order to meet the business needs of Council and best practice or where, in the option of a project supervisor, there are cost efficiencies to be introduced by working on a scheduled RDO, rostered days off will be paid at the appropriate penalty rates or taken as Time Off In Lieu (TOIL) at the employee's election.

Except in the case of emergencies, 2 working days notice shall be given verbally to employees required to work on a scheduled RDO. Providing 2 working days notice is given, all employees required to work on a scheduled RDO will be required to do so, unless an employee has a scheduled appointment on that day. An RDO worked under this condition may be transferred to another day or be paid at the appropriate penalty rates or by mutual agreement be accounted for as TOIL.

On 1 July each year employees shall take time off equivalent to all banked RDOs accrued in excess of one day. Such time off to continue until the accrued RDOs do not exceed one day. Such time taken shall be at ordinary rates. This may be varied only with the approval of the Chief Executive Officer.

In the event of wet weather occurring prior to the completion of a project, Council shall not require the employee to take RDOs accrued in lieu of wet pay. However where it is mutually agreed between the supervisor and the employee, RDOs may be taken on wet days.

In the ordinary course of events, rostered days off will occur on a Monday or a Friday, however the parties may agree for rostered days off to occur on a different day.

15. TIME OFF IN LIEU

Where Council and the employee agree, employees working approved overtime may be given time off equivalent to the time worked. Such time off in lieu is to be taken at a time mutually agreed between Council and the employee. If Council does not agree to the employee taking time off in lieu, the employee must be paid for approved overtime at the penalty rates prescribed by the Award within the next pay period.

16. AVERAGED OR ANNUALISED PAYMENTS

A Supervisor and the majority of affected employees in a defined work area or group, and their Union/s, may agree to average or annualise regular payments due in accordance with an Award or this Agreement to provide a more stable income over a roster cycle, including:

- Annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other payments
- Averaged payments that may include accrued time, penalties and/or allowances and/or other payments
- Wage or salary payments owed will be made on a regular basis (currently fortnightly)
- Overtime and other payments not included in annualised or averaged payments will be paid in accordance with the conditions prescribed elsewhere in the applicable Award or this Agreement, not at the annualised or averaged rate.

Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Chief Executive Officer. Any such arrangements shall be recorded in writing.

Council agrees to apply all wage and incremental increases due in accordance with this Agreement and/or Award.

17. ANNUALISATION OF REGULAR ALLOWANCES

In recognition of the cost of processing allowances, which are otherwise applicable under relevant Awards, it is agreed that the Construction, Reconstruction, Alteration, Repair and/or Maintenance Work Allowance will be annualised only.

The annualised rate which incorporates the annualised Construction, Reconstruction, Alteration, Repair and/or Maintenance Work Allowance will be used for the calculation of superannuation and leave benefits.

An employee who is currently receiving a Locality Allowance in accordance with the former *Murgon Shire Council's Collective Agreement 2007* (attached Schedule A) at a rate which is higher than the rate provided by this clause will not receive the lesser amount provided by this clause but will continue to receive the Locality Allowance at the rate it is being paid to them as at the date of this Agreement.

18. ON CALL ALLOWANCE

This allowance shall apply to any employee who is required to be on call for emergency work outside ordinary working hours and is listed on the On Call Register.

Register

Council operates an out-of-hours pager/mobile phone service for emergency calls. Employees who are required by their position or who mutually agree to be on call outside the normal work hours shall be listed on a register maintained by Council.

Roster

Rosters shall be prepared from employees listed in the register with employees being advised at least one month in advance of the requirement for the employee to be on call for emergency work. Rosters will generally be on a weekly cycle.

Call Outs

Call outs should be for emergency calls and generally only activated by either the pager/mobile phone system, Managers, Directors and Chief Executive Officer.

Role of On Call Employees

The role of the on call employee is to coordinate the response which may or may not require actual attendance to the site depending on the circumstances and the availability of other Council employees.

Allowance

Employees required to be on call outside ordinary working hours shall be paid the following allowance:

- \$30 per night for week nights (Monday to Friday)
- \$80 per day/night on weekends (Saturday and Sunday)

- \$150 or 8 hours accrued to employee's time in lieu account per day/night on public holidays

These rates are to be increased by 4% from the first pay period after 1 July 2009 and again from the first pay period after 1 July 2010.

Overtime/Penalty Rates

Employees on rostered standby, called out on emergency work, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- Monday to Friday (inclusive) – All overtime worked shall be paid for at the rate of time and a half for the first 3 hours worked and double time thereafter. A minimum payment of one half hour will apply.
- Saturday – All overtime worked shall be paid for at the rate of double time. A minimum payment of one half hour will apply.
- Sunday – All overtime worked shall be paid for at the rate of double time. A minimum payment of one half hour will apply.
- Public Holiday – All overtime worked shall be paid for at the rate of double time and a half. A minimum payment of one half hour will apply. No additional time will be added to an employee's annual leave for the public holiday on which the employee is required to be on call.
- Multiple Call Outs – A minimum payment of one half hour will apply for each call out provided call outs do not overlap. Where call outs do overlap, then payment for the subsequent call out will be for actual time worked from the commencement of the original callout.

Fatigue Break

Where an employee who is rostered on call is required to work so much overtime between the termination of the employee's ordinary work on one day and commencement of ordinary work on the next day and that employee has not had at least 10 consecutive hours off duty between those times the employee shall, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume or to continue work without having had 10 consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period, and employee shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during that absence. However, where the time worked is less than 2 hours then it shall not be deemed as overtime for the purposes of this clause.

Recall

An on call employee who is not the designated on call employee for that period who is required to leave their premises to attend to a call out will be paid the applicable Award rates.

Transport

An employee who is rostered on call for a period (generally a week) will be eligible to have the use of a Council vehicle for work related purposes for that on call period.

Communication

Employees on call shall be provided with a mobile phone for business call purposes. Other employees rostered on call must be contactable by telephone for their period of standby.

Emergency On Call

In the case where an employee not listed on the On Call Register is required to be on call then the on call provisions shall apply to that employee. This does not include recall to work.

Call Out Logs

The call out employee for each call out received will be required to record relevant details of that call and action taken. These details shall be recorded on a form provided and shall be captured in Council's Electronic Document Records Management System.

19. UNIFORMS

Uniforms will be provided by Council at no cost to the employee, and replaced when unfit for continuing use as a result of fair wear and tear.

Uniforms provided by Council remain the property of Council and are not to be disposed of, or modified in anyway, without Council approval.

Council will provide 5 long sleeve high visibility shirts and 3 pairs of pants. Boot allowance will be \$110 per annum (exclusive of GST).

20. FLEXIBLE MEAL BREAK

In exceptional circumstances, and when it is mutually agreed between an employee or group of employees and their supervisor, the employee or employees may delay their meal break by up to a maximum of two (2) hours, without penalty. In such a case by mutual agreement between the employee or employees and the supervisor, one of the following shall apply:

- a) Late lunch with no penalty rates
- b) Employee finishes work early by the equivalent amount of time.

At all times employee safety will be paramount and working conditions will satisfy the *WHS Act and Transport Operations (Road Use Management – Fatigue Management) Regulation 2008*.

21. LEAVE

- 21.1 Annual leave, long service leave, jury service, study leave and service leave are in accordance with the provisions of the Award.
- 21.2 Personal leave (including sick leave and carer's leave) is in accordance with the provisions of the Award, save that:
 - a) Employees are entitled to the accrual of 15 days personal leave per annum from the commencement of their employment and
 - b) There is no restriction on the amount of sick leave, which can be accumulated by an employee.
- 21.3 Parental leave is in accordance with the provisions of the Award, save that employees are entitled to either:
 - a) Six weeks paid maternity leave (calculated at the employee's weekly ordinary time rate of pay for the 6 weeks) or
 - b) Twelve weeks paid maternity leave (calculated at 50% of the employee's weekly ordinary time rate of pay for the 12 weeks).
- 21.4 Bereavement leave is in accordance with the provisions of the Award, save that employees are entitled to up to 3 days bereavement leave on each occasion and on production of satisfactory evidence (if required by Council) of the death of either a member of the employee's immediate family or household. Council will agree to an employee supplementing bereavement leave with up to two days of other paid leave (including sick leave) to which the employee is entitled.
- 21.5 When an employee who is a member of an emergency service agency is required to be absent from work to assist or undertake emergency work with the emergency service of which the employee is a member, the employee is entitled to leave with pay equivalent to the employee's ordinary time earnings for the period for which the employee is absent. Council has no responsibility for any expense incurred by the employee, or for any loss or damage suffered by the employee which occurs as a result of the employee performing the emergency service, during the period of leave.
- 21.6 All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of The Queensland Local Government Officers Award 1998 State regardless of the award under which they are engaged. Long Service Leave may be taken on a pro rata basis whilst in service on completion of seven (7) years continuous service with Council.

22. REDUNDANCY

In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service (ie. notification period plus up to a maximum of 52 weeks):

Period of continuous service	Severance Pay
Less than 1 year	2 weeks pay
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	8 weeks pay
4 years and less than 5 years	10 weeks pay
5 years and less than 6 years	12 weeks pay
6 years and less than 7 years	14 weeks pay
7 years and less than 8 years	16 weeks pay
8 years and less than 9 years	18 weeks pay
9 years and less than 10 years	20 weeks pay
10 years and less than 11 years	22 weeks pay
11 years and less than 12 years	24 weeks pay
More than 12 years	2 weeks per year of service capped at 52 weeks pay

23. SECURITY OF EMPLOYMENT

23.1 Income Maintenance

When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to maintain an employee's income/salary/wage at the level applicable at the date of the redeployment until:

- a) This agreement expires; or
- b) The employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage at the date of redeployment.

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

23.2 Accrued entitlements are to be paid at pre-income maintenance rate of pay for employees who are redeployed to a lower classification level when leave is taken.

When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements at the income/salary/wage rate determined pursuant to clause 23.1

23.3 No Forced Relocations

Council agrees not to force any employee to relocate for the duration of this agreement.

Relocate will have the same meaning as defined in the Local Government Workforce Transition Code of Practice. Provided however travel between:

- a) Kingaroy and Nanango
- b) Murgon and Wondai

shall not constitute relocation. The relocation in (a) and (b) above however can only occur when an employee can reasonably travel to and from home on a daily basis to the new work location and such relocation does not cause undue hardship to the employee (eg. Financial, Family and personal responsibilities).

23.4 Transfers

Council agrees not to force any employee to transfer for the duration of this agreement.

The terms transfer will have the same meaning as defined in the Local Government Workforce Transition Code of Practice. Provided however travel between:

- a) Kingaroy and Nanango
- b) Murgon and Wondai

shall not constitute a transfer. The transfers in (a) and (b) above however can only occur when an employee can reasonably travel to and from home on a daily basis to a new work location and this does not cause undue hardship to the employee (eg. Financial, Family and personal responsibilities)

23.5 Transfer Expenses

When an employee transfers during the duration of this Agreement, Council agrees to pay travelling allowance in accordance with the Local Government Workforce Transition Code of Practice.

The terms transfers and travelling expenses and travel allowance will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

23.6 For the purposes of clauses 23.3, 23.4 and 23.5 above Council acknowledges that existing and new employees are employed at a 'nominated base' depot throughout the new council region.

23.7 Job Security

Council is committed to maintaining a core permanent workforce where possible. The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

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

- a) Training, up skilling and educating employees and providing retraining where appropriate
- b) Career development and equal opportunity
- c) using natural attrition and reallocation after consultation in preference to retrenchment or redundancy
- d) Employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under any 'Award' or this Agreement
- e) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation and continued job security
- f) The Council will continue to manage its workforce in order to minimise the need for involuntary labour reduction in the future. The Council will consult with the relevant Union(s) and its delegates and explore all viable alternatives to involuntary labour reduction.

24. UNION ENCOURAGEMENT

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

24.2 Documentation to be provided by employer

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

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

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

24.3 Union delegates

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

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

24.4 Deduction of union fees

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

25. FLEXIBILITY PROVISIONS

We agree that no Local Area Work Agreements will be negotiated during the life of this Agreement. This does not preclude the implementation of flexible arrangements for working hours and span of hours in clause 13 of this Agreement, or the 9 day fortnight in clause 14, or the averaging and annualised payments in clause 16, or the annualisation of regular allowances as provided in clause 17 of this Agreement.

26. NO FURTHER CLAIMS

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

- a) The parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;
- b) This Agreement covers all matters or claims (from the combined unions) regarding the Employment of the Employees, which could otherwise be the subject of protected actions pursuant to *Queensland Industrial Relations Act 1999*; and
- c) Neither party to this Agreement, will engage in protected action pursuant to the *Queensland Industrial Relations Act 1999*, in relation to the performance of any work covered by the Agreement during the term of this Agreement.

SCHEDULE A – EXCERPT FROM THE FORMER MURGON SHIRE COUNCIL’S EMPLOYEE COLLECTIVE AGREEMENT 2007

Allowances will be paid as part of an annualised salary for each employee, based on the following categories:

Allowance

Existing Staff

Band		Rounded
1	Field Staff	1110
2	Builders Allowance	2340
3	Field Supervisors (single)	2550
4	Field Supervisors (dependants)	2950
5	Indoor Staff (single)	1440
6	Indoor Staff (dependants)	1840

SCHEDULE A - WAGES AND SALARY RATES

Classification	From 1 July 2008 4.5% or \$40		From 1 July 2009 4.0% or \$40		From 1 July 2010 4.0% or \$40	
	P/Wk	P/Annum	P/Wk	P/Annum	P/Wk	P/Annum
Local Government Employees Award						
Level 1						
Level 1-after 6Mths	715.73	37,218	755.73	39,298	795.72	41,378
Level 2	727.75	37,843	767.75	39,923	807.74	42,003
Level 3	739.79	38,469	779.79	40,549	819.77	42,629
Level 4	751.92	39,100	791.92	41,180	831.91	43,260
Level 5	766.25	39,845	806.25	41,925	846.25	44,005
Level 6	790.42	41,102	830.42	43,181	870.42	45,262
Level 7	814.48	42,353	854.48	44,433	894.47	46,513
Level 8	836.35	43,490	876.35	45,570	916.33	47,650
Level 9	860.38	44,740	900.38	46,820	940.38	48,900
Engineering Award						
Apprentice 85% C10	657.31	34,180	697.31	36,260	737.31	38,340
C14	613.75	31,915	653.75	33,995	693.75	36,075
C13	635.54	33,048	675.54	35,128	715.54	37,208
C12	674.75	35,087	714.75	37,167	754.75	39,247
C11	727.75	37,843	767.75	39,923	807.75	42,003
C10	766.25	39,845	806.25	41,925	846.25	44,005
C9	791.71	41,169	831.71	43,249	871.71	45,329
C8	816.77	42,472	856.77	44,552	896.77	46,632
C7	842.94	43,833	882.94	45,913	922.94	47,993
C6	871.38	45,312	911.38	47,392	951.38	49,472
C5	899.85	46,792	939.85	48,872	979.85	50,952
C4	928.31	48,272	968.31	50,32	1008.31	52,432
C3	987.75	51,363	1027.75	53,443	1068.87	55,581
C2 (a)	1,037.13	53,931	1078.63	56,089	1121.77	58,32
C2 (b)	1,086.52	56,499	1129.98	58,759	1175.19	61,110
Building Trades Public Sector Award State						
BW 1(a)	657.33	34,181	697.31	36,261	737.33	38,341
BW 1(b)	679.12	35,314	719.10	37,394	759.12	39,474
BW 1(c)	693.63	36,069	733.63	38,149	773.63	40,29
BW 1(d)	727.75	37,83	767.74	39,923	807.75	42,003
BW 2	737.1 0	38,335	777.20	40,415	817.21	42,495
BT 1 (100%)	766.25	39,845	806.25	41,925	846.25	44,005
BT 2	791.71	41,169	842.56	43,249	871.71	45,329
BT 3	816.77	42,472	854.47	44,552	896.77	46,632

SIGNATORIES

Signed for and on behalf of the
SOUTH BURNETT REGIONAL COUNCIL.....**IAN DAVID CARTER**
MAYOR

In the presence of.....Lisa Smith

.....**TONY HAYWARD**
CHIEF EXECUTIVE OFFICER

Signed for and on behalf of the
Australian Workers Union of Employees' Queensland.....**Garry Ryan**
ACTING STATE SECRETARY

In the presence of.....J. Sharpe

Signed for and on behalf of the
Federated Engine Drivers Union of Employee's**M RAVBAR**
Queensland/The Construction, Forestry, Mining and **STATE SECRETARY/ INDUSTRIAL**
Energy, Industrial Union of Employees' Queensland; **OFFICER**

In the presence of.....Kathleen Nettleton

Signed for and on behalf of the
Transport Workers' Union of Australia, Union of.....**H WILLIAMS**
Employees (Queensland Branch) **STATE SECRETARY**

In the presence of.....Karen Bow

Signed for and on behalf of the
Automotive, Metals, Engineering, Printing and Kindred**A DETTMER**
Industries Industrial Union of Employees Queensland **STATE SECRETARY**

In the presence of.....Karen Arthur