

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Maranoa Regional Council Field Employees Certified Agreement 2009

Matter No. CA/2010/15

Commissioner Thompson

18 October 2010

CERTIFICATE

This matter coming on for hearing before the Commission on 18 October 2010 the Commission certifies the following written agreement:

Maranoa Regional Council Field Employees Certified Agreement 2009 – CA/2010/15 [as amended].

Made between:

Maranoa Regional Council

AND

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
The Australian Workers' Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; and
Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

The agreement was certified by the Commission on 18 October 2010 and shall operate from 18 October 2010 until its nominal expiry on 31 October 2011.

This agreement replaces the following:

- Booringa Shire Council Works Enterprise Agreement 2005 (CA/2005/367)
- Bungil Shire Council State Award Enterprise Bargaining Certified Agreement 2005 (CA/2005/543)
- Bundemere Shire Council - Certified Agreement (CA/2003/645)
- Bundemere Shire Respite Service Support Workers - Certified Agreement 2004 (CA/2004/523)
- Roma Town Council - Certified Agreement 2004 (CA/2005/26)
- Warroo Shire Council Certified Agreement 2003 (CA/2004/10)

By the Commission.

Commissioner Thompson

MARANOA REGIONAL COUNCIL FIELD EMPLOYEES CERTIFIED AGREEMENT 2009

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1. Title

This agreement shall be known as the -

'Maranoa Regional Council Field Employees Certified Agreement 2009'

2. Arrangement

PART 1

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3. Definitions

Agreement	Agreement has the meaning of, and refers to, the ‘Maranoa Regional Council Field Employees Agreement 2009.
Award	Award refers to and means those Awards as listed in clause 7 (b) of this Agreement, unless specifically stated otherwise.
Consultation	Consultation means the process which will have regard to employees’ interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
Council	has the meaning of Maranoa Regional Council a party to this Agreement.
Employee	The term “employee” shall mean any employee of the Maranoa Regional Council who performs work covered by this Agreement and the Award/s
Notice of Redundancy and Termination	The term “notice of redundancy and termination” means a notice to an employee that his/her services are to be terminated as a result of his/her position being made redundant and redeployment not being achieved.
Union	Union means and covers one or more of those Unions who are bound by this Agreement.

4. Application

This agreement shall apply to the Council, and its employees and/or any Unions party to this agreement.

Parties Bound

The parties bound to the agreement are:

- (a) Maranoa Regional Council and the following unions:-
- (b) The Australian Workers’ Union of Employees, Queensland (AWU)
- (c) Transport Workers’ Union of Australia, Union of Employees (Queensland Branch) (TWU)

- (d) Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees (FEDFA)
 (e) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU).

5. Period of Operation and Renegotiation of Agreement

- 5.1 This agreement shall operate from the beginning of the first pay period on or immediately after the date the Agreement is voted on and agreed to by the employees (*Date of Commencement*) and shall remain in force until 31st of October 2011.
- 5.2 The parties undertake to commence discussions on a replacement certified agreement six months prior to the nominal expiry of this Agreement.
- 5.3 Upon a favourable vote accepting this Agreement each eligible employee shall receive a one off payment of \$250 per employee. This shall be paid on the nearest pay period following such a favourable vote.
- 5.3.1 This payment shall be paid on a proportional basis for all applicable Part Time and Long Term Casual employees covered by this Agreement.

6. Relationship to Parent Awards

- 6.1 This Agreement shall apply to all employees paid under the provisions of the following Awards;
- Local Government Employees' (excluding Brisbane City Council) Award – State 2003
 - Building Trades Public Sector Award State 2002
 - Engineering Award – State 2002
 - Children's Services Award State 2006
 - Award for Accommodation and Care Services Employees For Aged Persons - State (Excluding South-East Queensland) 2004
 - Nurses ' Award - State 2005
 - Training Wage Award State 2003

7. Enterprise Bargaining Consultative Committee (EBCC)

- 7.1 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.
- 7.2 The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.

8. Grievance/Dispute Resolution Procedure

- 8.1 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 relating to the implementation of this agreement may be resolved quickly to maintain sound working relationships.
- 8.1.1 Any employee or employees with a grievance or complaint regarding any aspect of their employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- 8.1.2 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 Union.
- 8.1.3 Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the Union who will attempt to facilitate a resolution.
- 8.1.4 If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved for arbitration.

- 8.1.5 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.
- 8.1.6 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.
- 8.1.7 The above procedures do not restrict the Council or an authorised officer of the Union from making representations to each other at any stage in this procedure.

9. Anti-Discrimination and Equal Employment Opportunity

- 9.1 The Council shall conduct their operation with a positive awareness of the spirit and intent of anti-discrimination and equal opportunity legislation. The Council's policy in this regard will be based on the following principles subject to this Agreement and any mandatory requirements of the position concerned:
- 9.1.1 Employ the best person for the available job with regard to the Councils obligations under the Anti-Discrimination and Industrial Relations legislation;
- 9.1.2 Appraise and promote employees on the basis of past performance and the potential of the employee to handle greater responsibility as well as the employee's willingness to do so. These decisions shall be made with regard to the Councils obligations under the Anti-Discrimination and Industrial legislation;
- 9.1.3 Maintain a workplace free of harassment and victimisation as per the Councils obligations under the Anti-Discrimination and Industrial Relations legislation;
- 9.1.4 The parties' commitment to a policy on the implementation of equal opportunity and anti discrimination.

PART 2: PRODUCTIVITY IMPROVEMENT

10. Skills Development

- 10.1 The parties to this Agreement recognise that, in order to increase the efficiency and competitiveness of the Council, a commitment to training and skills development is required from the Council and employees. Accordingly, the parties commit themselves to:
- (i) developing a highly skilled and flexible workforce; and
 - (ii) providing employees with the opportunity to acquire additional skills.

10.2 Development of a Training Program

- 10.2.1 During the life of this agreement a training program will be developed in consultation with employees, but consistent with the following:-
- (i) Training provided will be consistent with the Council's business requirements, relevant to the work of the employees and consistent with the skill development of each employee.
 - (ii) Training may be either on or off the job with all reasonable steps being taken to conduct the training in normal working hours.
 - (iii) If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of pay in respect to ordinary hours of work.
 - (iv) Approved training activities undertaken outside of ordinary hours will be paid at single time or will, at the employee's option, be taken as time off in lieu of payment provided that the scheduling of the time off must be consistent with this Agreement.
 - (v) Course training costs and travel costs to and from training activities approved by the Chief Executive Officer will be met by the Council.
 - (vi) The Council will not be asked to meet the costs of training undertaken by employees, which was not approved by the Chief Executive Officer or delegated officer.

11. Workplace Health & Safety

- 11.1 The Council and employees shall exercise their respective duty of care under the Workplace Health and Safety Act 1995, Workplace Health and Safety Regulation 2008 and Workplace Health and Safety Codes of Practice, and shall work together to achieve high standards of Occupational Health Safety and Welfare.

12. Span of Hours

12.1 Normal Hours of Duty

- 12.1.1 It is agreed between the parties that the ordinary hours of work shall be worked Monday to Friday inclusive, except for meal breaks and rest pauses, between 5:00 am and 7:00 pm.

13. Wet Days

- 13.1 In any one financial year up to three (3) banked RDOs or the equivalent in banked TOIL days worked can be used for wet weather.
- 13.2 The employee has the right to choose if RDOs and/or TOIL will be banked for wet day use.
- 13.3 The employee must advise their supervisor if they wish to use TOIL for wet days. If no notification is received banking of RDOs will be used for wet days.
- 13.4 If the employee/s is in camp the employee/s must be taken back to town before using banked days.
- 13.5 Banked days are only to be used for wet days when there is no training available.
- 13.6 Used RDO's or TOIL banked for wet weather will rollover at end of financial year.

14. Rostered Day Off

14.1 Nine Day Fortnight

- 14.1.1 Employees will work a 9-day fortnight. A rostered day off (RDO) will be determined by Council and fall on a Monday or Friday on a work group basis. Where possible the employee will be given 30 days notice of a change in the regular rostered day off however any RDO changes will be made by mutual agreement between the employer and employee or group(s) of employees affected.
- 14.1.2 When requested by Council to overcome a specific or exceptional circumstance, employees can be required to work on an RDO and such time worked will be accumulated as a banked RDO.
- (i) In this circumstance if the employee works the RDO they shall be paid at overtime rates.
 - (ii) Rescheduling of the worked RDO will be by mutual agreement between the Council and the employee.
 - (iii) The employee retains the right to refuse to work on an RDO.

14.2 Banking of RDOs

- 14.2.1 Employee(s) shall have the option to bank up to five (5) Rostered Day(s) Off (RDOs).
- 14.2.2 It is agreed between the parties that where an employee has more than five (5) days of Rostered Days Off accumulated, the Council and the employee can reach mutual arrangement for such excess to be taken over the life of this Agreement.
- 14.2.3 All banked RDOs, excluding RDOs banked for wet weather, should be taken prior to 1st of December each financial year.

14.2.4 Where RDOs banked, excluding RDOs banked for wet weather, have not been cleared in the prescribed time, the Council will clear any RDOs banked in excess of RDOs banked for wet weather by payment, into the employee's nominated bank account, the total of all RDO hours at the employees applicable overtime rates.

15. Time Off In Lieu Of Overtime

- 15.1 The parties to this Agreement agree that notwithstanding the overtime provisions in the Award, the following shall apply to all employees covered by this Agreement:
- 15.2 Provided, however, where the employee elects to take time off in lieu of such overtime, and the Council agrees, he/she shall be allowed free of duty the number of hours worked on overtime. Such time off shall be paid at the ordinary time rate of pay, and shall be taken at a time mutually agreed between the parties.
- 15.3 The allocation of overtime shall not be influenced by an employee's preference to be paid for overtime worked or to take time off in lieu thereof.
- 15.4 The Council's salary and attendance records shall specify whether overtime is paid at the appropriate penalty rate or granted as time off in lieu at the employee's request.
- 15.5 Maximum TOIL accrual is 1 week. This may be extended by mutual agreement with the Chief Executive Officer or delegated Officer.
- 15.6 The employee may elect to bank 3 days TOIL for wet weather.

16. Site Specific Arrangements (SSA)

- 16.1 The parties agree to investigate Site Specific Arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.
- 16.2 The parties agreed that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and Unions.
- 16.3 Further implementation of flexible conditions will be subject to operational requirements, employee support and cost to the Council. Increased flexibility will occur by agreement between Council and employees in a section or sections of work, or individual employees, and their nominated Union official or other representative. Local flexibility can be reached involving the following provisions:-
- (i) Span of hours;
 - (ii) Rostering and Work Cycles;
 - (iii) Roster breaks;
 - (iv) Timing of rest pauses, meal breaks and annual leave; and
 - (v) Other matters by mutual consent.

16.4 Procedure

SSAs may be negotiated during the life of this agreement in accordance with the following procedure:

- 16.4.1 Negotiation for a SSA will be initiated, by written request for negotiation addressed to all parties to this agreement. Such a request is to provide all necessary information pertaining to the proposed SSA including the following:
- (i) the issues identified or conditions to be addressed;
 - (ii) proposed commencement date of the SSA;
 - (iii) proposed trial and/or sunset arrangements;
 - (iv) an indication whether the SSA will affect or have implications for areas within Council outside the specific area that the SSA will apply to; and
 - (v) any other relevant matter.

16.4.2 Following a request for a SSA, a transparent and participatory process is to be implemented. This process is to involve all affected parties in the negotiation, and will, at least, include the following:

- (i) identification of performance objectives;
- (ii) review and selection of appropriate work design and work methods; and
- (iii) implementation and review of the changes at an agreed time.

16.4.3 A majority of employees affected by the SSA must vote in favour of it to be accepted. A majority is deemed to be 50% *plus 1*.

- (i) where more than one-third (1/3) of the original employees who voted for the SSA leave that work area then the SSA must be renegotiated.

16.4.4 When majority agreement is reached, the SSA is to be forwarded to the Chief Executive Officer and Branch Secretary of the relevant Union/s for endorsement.

16.5 Certification

16.5.1 The SSA will be filed for certification in the Queensland Industrial Relations Commission. This certification may take the form of variation to this Agreement, and be attached as a schedule to this Agreement.

16.5.2 Expiration of the SSA will be in line with that of this Certified Agreement.

16.5.3 A party may seek to terminate the SSA by providing one month notice in writing.

PART 3: BENEFITS

17. Annual Leave

17.1 The Council recognises the inequity of different annual leave provisions currently contained in the applicable Awards. To rectify this inequity the annual leave entitlements, of Clause 23 of the Queensland Local Government Officers' Award 1998, will, by virtue of this Agreement, also apply to all employees engaged under the State Awards to which this Agreement applies.

17.2 From the *Date of Commencement* of this Agreement, each employee engaged under a State Award shall be entitled to five (5) weeks paid leave after twelve (12) months of continuous service.

17.2.1 All service accrued prior to the *Date of Commencement* of this Agreement will be calculated at the Award rate of 4 weeks per year of service; and

17.2.2 All service accrued after the *Date of Commencement* of this Agreement will be calculated at the new rate of 5 weeks per year of service.

17.3 It is agreed between the parties that where an employee has more than ten weeks of annual leave accumulated, the Council and the employee can reach mutual arrangement for such excess leave to be taken over the life of this Agreement.

18. Personal Leave (Sick Leave)

18.1 The Council recognises the inequity of different personal leave provisions currently contained in the applicable Awards.

18.2 To rectify this inequity personal leave entitlements of 15 days personal leave per annum will, by virtue of this Agreement, apply to all employees covered by this Agreement.

18.3 It is agreed between the parties that service accrued for personal leave accrual after the *Date of Commencement* of this Agreement will be calculated at the new rate of 15 days per year of service.

- 18.4 This Agreement supersedes and replaces in entirety any previous Certified Agreements covering Personal Leave (Sick Leave) with the Council.
- 18.5 Where an employee engaged on a prior Agreement contained an arrangement for a payment of a bonus or other remuneration for unused sick leave, the value of the bonus or other remuneration up to the *Date of Commencement* of this Agreement along with the payment date of the value of the payment will be confirmed in writing, with a copy to be kept by the employee and a copy kept on the employee's personnel file, with the option of paying the accrued entitlement as cash or into superannuation, at the direction of the employee.

19. Bereavement Leave

- 19.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

Full-Time Employee

- 19.1.1 A full-time employee is entitled to up to 5 days paid bereavement leave on each occasion.
- 19.1.2 The bereavement leave entitlement is to consist of three days bereavement leave and 2 days personal (sick) leave entitlements.
- 19.1.3 Such bereavement leave will be subject to the production of satisfactory evidence (if required by the Council) of the death in Australia or death outside of Australia of a member of the employee's immediate family.
- 19.1.4 Where a full-time employee has exhausted all bereavement leave entitlements, including other accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The Council and employee should agree on the length of the unpaid leave.
- 19.1.5 In the absence of agreement, a full-time employee is entitled to take up to 2 days unpaid leave, provided the requirements of clause 19.1.3 are met.

Part-Time Employee

- 19.1.6 A part-time employee is entitled to up to 3 days paid bereavement leave without loss of pay, up to a maximum of 24 hours on the same basis as prescribed for full-time employees in clause 19.1.3 except that leave is only available where a part-time employee would normally work on any or all of the 3 working days following the death.
- 19.1.7 Where a part-time employee has exhausted all bereavement leave entitlements, including other accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The Council and employee should agree on the length of the unpaid leave.
- 19.1.8 In the absence of agreement, a part-time employee is entitled to take up to 2 days unpaid leave, up to a maximum of 16 hours, provided the requirements of clause 19.1.3 are met, and a part-time employee is entitled to take up to two days unpaid leave, provided the requirements of clause 19.1.3 are met.

Casual Employee

- 19.1.9 In the event of a casual employee seeking to take unpaid bereavement leave, the employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
- 19.1.10 Such bereavement leave will be subject to the requirements and on the same basis as prescribed for full-time employees in clause 19.1.3.
- 19.1.11 In the absence of agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

20. Long Service Leave

- 20.1 The Council recognises the inequity of different long service leave provisions currently contained in the applicable Awards. To rectify this inequity the long service leave entitlements, of Clause 25 of the Queensland Local Government Officers' Award 1998, will, by virtue of this Agreement, also apply to all employees engaged under the State Awards to which this Agreement applies.
- 20.2 From the *Date of Commencement* of this Agreement, each employee engaged under a State Award shall be entitled to thirteen (13) weeks paid leave after ten (10) years of continuous service, with a pro rata payment after seven (7) years continuous service.
- 20.3 Current employees, excluding those employees whose classification level is as per the Queensland Local Government Officers Award 1998 (Parent Award), long service entitlements will be calculated as follows:
- (i) All service accrued prior to the *Date of Commencement* of this Agreement will be calculated at the award rate of 0.866 weeks per year of service; and
 - (ii) All service accrued after the *Date of Commencement* of this Agreement will be calculated at the new rate of 1.3 weeks per year of service.
 - (iii) Pro rata long service leave is accrued after seven (7) years of continuous service.
 - (a) All service accrued at the rate of 1.3 weeks per year of service in existing Agreements, prior to the commencement of this Agreement, shall be preserved
- 20.4 It is agreed between the parties that where an employee has more than thirteen (13) weeks of long service leave accumulated, the Council and the employee can reach mutual arrangement for such excess leave to be taken over the life of this Agreement.

21. Maternity and Parental Leave

- 21.1 After twelve months of continuous service all employees covered by this Agreement, who are the primary care giver, shall be entitled to 4 weeks paid Parental Leave and 48 weeks as non paid Parental Leave or 8 weeks paid Parental Leave on half pay and 44 weeks as non paid Parental Leave.
- 21.2 Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take, for Parental Leave, an unbroken period of up to one week at the time of the birth of the child.

PART 4: REWARDS/COMPENSATION

22. Commencement Level

- 22.1 Any current employees whose Parent Award is the Local Government Employees' (excluding Brisbane City Council) Award shall be engaged at the minimum level of Level 2.

23. Annual Wage Increase

- 23.1 Wage Equalisation

Equalisation of wages shall be effective from the first full pay period on or after the *Date of Commencement* (the *Date of Commencement* shall be the day the agreement is voted in).

23.1.1 For the purpose of Equalisation the following shall apply:

- All employees whose Parent Award is the Local Government Employees' (excluding Brisbane City Council) Award – State 2003 the hourly rate adopted as the new hourly rate shall be the current Bungil Shire Council Rate.
- All employees whose Parent Award is the Building Trades Public Sector Award State 2002 the hourly rate adopted as the new hourly rate shall be the current Bungil Shire Council Rate.

- All employees whose Parent Award is the Engineering Award – State 2002 the hourly rate adopted as the new hourly rate shall be the current Bungil Shire Council Rate.
- All employees whose Parent Award is the Children's Services Award State 2006 the hourly rate adopted as the new hourly rate shall be the current Warroo Shire Council Rate.
- All employees whose Parent Award is the Award for Accommodation and Care Services Employees For Aged Persons - State (Excluding South-East Queensland) 2004 the hourly rate adopted as the new hourly rate shall be the current Booringa Shire Council Rate.
- All employees whose Parent Award is the Nurses ' Award - State 2005 the hourly rate adopted as the new hourly rate shall be the current Bendemere Shire Council Rate.
- All employees whose Parent Award is the Training Wage Award State 2003 the hourly rate adopted as the new hourly rate shall be the current Bendemere Shire Council Rate.

23.2 On the first full pay period succeeding 1st of October 2009 a wage increase of 1.55% or \$12.80 per week, whichever is the higher, will be applied to the wage scales applicable under this agreement.

23.3 On the first full pay period succeeding 1st of October 2010 a wage increase of 3.5% or \$29.00 per week, whichever is the higher, will be applied to the wage scales applicable under this agreement.

24. Wage Rates

Appendix "A" attached, details the wages payable to the various classifications in the relevant Parent Awards.

25. Service Overtime

25.1 In order to maintain plant and machinery in good mechanical condition, regular servicing will occur. It is agreed that, wherever practical operators will undertake routine servicing of the plant during normal working hours without impacting on the day-to-day operations of Council works.

25.2 Where servicing of an item of plant during ordinary working hours would adversely impact on operational efficiency then the plant item will be serviced outside of working hours at the applicable penalty rates.

26. Salary Sacrifice Facilities

26.1 It is agreed between the parties that all employees may opt to have their normal superannuation contributions or may opt to have a portion, in excess of the Superannuation Board requirements, of their salaries/wages paid directly into the Local Government Superannuation Scheme. To facilitate this, a written salary sacrifice agreement will be implemented to allow such contributions from 'before tax' pay.

26.2 The parties agree that the employees must seek independent financial advice on salary sacrificing.

26.3 The parties agree that employees can make application to sacrifice pre-tax salary for other items such as, but not limited to, provided there is no greater cost to Council (including GST & FBT) and the proposed arrangement complies with the Australian Taxation Office guidelines:

- Laptop computer
- Rent on dwelling (house)
- Novated lease of a car
- Health fund

26.4 The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee.

26.5 Changes can only be made to salary sacrificed arrangements twice per year within the prescribed period as advised by the Chief Executive Officer.

27. Top Up of Work Cover Payments

- 27.1 It is agreed between the parties that where employees are receiving Work Cover payments, after 6 months of receiving Work Cover payments, such payments shall be topped up to the employee's normal weekly wage by the Council .
- 27.2 To facilitate this, a written request to the Chief Executive Officer is required.

28. Absorption of Allowances

- 28.1 The parties agree that the increases granted pursuant to the Agreement include the absorption of all allowances other than those allowances specified in this Agreement.
- 28.2 All allowances as mentioned in this Agreement will be indexed to reflect any and all increases as stated in the State Wage Case.
- 28.3 Expense related allowances will not be affected. Specific allowances not absorbed include;

Camping Allowance

- 28.4 Where for the performance of the employee's work it is necessary for an employee to live in a camp provided by the Council free of charge, either because there are no reasonable transport facilities to enable that employee to travel to and from the employee's home each day or because the employee is directed by the Council to live in such camp, then:
- (i) Such employee shall be paid the following camping allowance for each day (including Saturday and Sunday) the employee lives in camp;
 - \$37.00 per day camping in the first year of the Agreement
 - \$39.00 per day camping in the second year of the Agreement
 - \$41.00 per day camping in the third year of the Agreement
 - (ii) When an employee lives in a camp during the week and returns home for a weekend or part of a weekend but is not absent from the job for any of the ordinary working hours, the employee shall be paid Camping Allowance for five days.
 - (iii) An employee who returns home or is otherwise absent from camp for not more that one night during that week but who does not absent himself or herself from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to a camping allowance for five days.

Cemetery Operations Allowance

- 28.5 A Cemetery Operations Allowance will be payable as per the provisions of the relevant Award.

Construction Allowance

- 28.6 All employees covered by this Agreement whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as per Award) on site shall be paid an allowance at the rate of \$25.00 per week.

Employees Using Their Own Vehicle Allowance

- 28.7 Employees required to use their own vehicles in the course of their employment shall be paid an allowance as per the provisions of the relevant Parent Award.

First Aid Allowance

- 28.8 Council shall undertake periodic risk assessment in each area of Council Operations and designate a First Aid Officer as required.
- 28.9 An employee who holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is designated by Council to perform first aid duty at his/her workplace shall be paid an allowance of \$13.20 per week.

28.9.1 During the life of this Agreement any indexed increase applied to this allowance and handed down by the Queensland Industrial Relations Commission in the State Wage Decision shall be applied to the rate per week as stated in clause 28.9

Incidental Allowance

28.10 An Incidental Allowance is claimable when an employee is in a camp, provided by the Council, which includes the provision of meals provided by the Council to the employee.

28.11 Where, for the performance of the employee's work, it is necessary for an employee to live in a camp with catering facilities provided by the Council free of charge, either because there are no reasonable transport facilities to enable that employee to travel to and from the employee's home each day or because the employee is directed by the Council to live in such camp, then:

- (i) Such employee shall be paid a living away from home allowance of \$13.90 for each day (including Saturday and Sunday) the employee lives in camp.
- (ii) When an employee lives in a camp during the week and returns home for a weekend or part of a weekend but is not absent from the job for any of the ordinary working hours, the employee shall be paid a living away from home allowance for five days.
- (iii) An employee who returns home or is otherwise absent from camp for not more than one night during that week but who does not absent himself or herself from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to a living away from home allowance for five days.

28.12 An employee cannot claim an Incidental Allowance where the employee is claiming a Camping Allowance.

Leading Hand Allowance

28.13 An employee appointed by the Council to be in charge of other employees shall be paid an allowance of \$4.49 per day. This allowance shall not apply to any employee engaged in the operation and or control of an installation (such as a treatment plant or swimming pool) or where the employee's position requires that they work in conjunction with an assistant.

28.13.1 During the life of this Agreement any indexed increase applied to this allowance and handed down by the Queensland Industrial Relations Commission in the State Wage Decision shall be applied to the rate per day as stated in clause 28.13

Live Sewage Work Allowance

This clause is included to clarify the Award provisions relating to the payment of Live Sewage Allowance.

28.14 The term "*live sewer work*" shall mean work carried out in situations where there is direct physical connection with sewage material or the employee is operating in an environment that is contaminated in sewage. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage. Examples for payment of Live Sewer Allowance are;

- (i) Payment to pump a septic tank(s) will be at time and a half for the duration of the contact with the live sewer from the commencement of pumping until disposal.
- (ii) Repairs to pumps - for the time it takes to pull and pressure clean and sterilise shell of pump. Once clean and working on the interior of the pump, allowance stops.
- (iii) Access Hole - once entered or contact with live sewer line or its contents.

28.15 The allowance does not apply to Treatment Plant Operators, their assistants or trainee operators while working at the sewerage plants as they are classed as being engaged to work at these plants in the terms of the Award.

28.16 Employees engaged on live sewer work shall, during ordinary hours, be paid at the rate of time and a-half for all time so engaged.

28.17 During overtime or on week-ends or public holidays employees shall be paid one-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.

Meal Allowance

28.18 An employee, other than an employee employed on shift work, required to continue working for more than two hours after the ceasing time on any day or beyond 1.00 p.m. on a Saturday, Sunday or Public Holiday, shall be paid a meal allowance of \$20.00.

On Call Allowance

28.19 An On Call Allowance will be payable as per the provisions of the relevant Parent Award.

Poison Allowance

28.20 Employees using poison sprays for the control of weeds shall be paid an additional amount at the rate of \$11.60 per week whilst engaged in such work.

28.20.1 During the life of this Agreement any indexed increase applied to this allowance and handed down by the Queensland Industrial Relations Commission in the State Wage Decision shall be applied to the rate per week as stated in clause 28.20

Rubbish & Recycling Allowance

28.21 Drivers of rubbish collection and recycle collection vehicles and their assistants whilst directly engaged on the collection of refuse or recyclables work shall be paid an additional amount of \$2.05 per hour in addition to the amount payable in accordance with the provisions of the relevant Parent Award.

Rubbish & Sanitary Operations Allowance

28.22 Employees primarily engaged in sanitary or refuse collection services shall be paid \$11.60 per week wet pay in addition to their ordinary wages.

28.23 Drivers of refuse vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.0415 per hour whilst directly engaged on refuse collection work.

28.23.1 During the life of this Agreement any indexed increase applied to this allowance and handed down by the Queensland Industrial Relations Commission in the State Wage Decision shall be applied to the rate per hour as stated in clause 28.24

28.24 Drivers of sanitary vehicles and their assistants shall be paid an additional amount of \$2.41 per hour whilst directly engaged on such work.

Definition of sanitary vehicles: a vehicle designed specifically for the collection and transport of domestic and industrial refuse.

Travel Allowance

28.25 Drivers shall be paid Travel Allowance as per their Parent Award.

28.25.1 The following clause will not apply to 'Drivers'.

The parties agree all employees covered by this Agreement required to travel 180 km or less at hours outside the prescribed ordinary hours of duties shall be paid for such travelling time at ordinary rates.

And

28.25.2 The parties agree that all employees covered by this Agreement required to travel 181 km or more at hours outside the prescribed ordinary hours of duties shall be paid for such travelling time at applicable overtime rates.

Toilet Cleaning Allowance

28.26 Employees directly engaged in cleaning Council's designated Public Toilets shall, during ordinary hours or during overtime or on weekends or on public holidays be paid an additional amount of \$7.00 per day.

Tool Allowance

28.27 A Tool Allowance will be payable as per the provisions of the relevant Parent Award.

29. Safety Eyewear Issues

29.1 This clause only applies to field based employees

29.2 Where an employee requires approved prescription safety eyewear the Council will pay the difference between the cost of prescription safety eyewear and prescription eyewear. The following rules apply in the decision making process;

- (i) The employee must gain formal approval prior to purchasing prescription safety eyewear.
- (ii) The approval must be in writing from the Chief Executive Officer.
- (iii) For approval to purchase purposes the employee must provide two quotes to the Council one quote being for prescription safety eyewear and second quote being for similar prescription eyewear.
- (iv) Payment will be made to the employee on the presentation of a GST compliant receipt for the prescription safety eyewear.

30. Payment of Salaries

30.1 Salaries shall be paid fortnightly by electronic funds transfer into employees' bank, building society or credit union accounts.

PART 5: MISCELLANEOUS**31. Provision of Workplace Uniforms**

31.1 The provision of workplace uniforms, including the style, type and nature of the clothing to be provided, will be based on a risk assessment of individual work areas and/or teams.

31.2 Upon commencement and all existing employees covered by this Agreement and whose Parent Award is the Local Government Employees' (excluding Brisbane City Council) Award – State 2003 or the Building Trades Public Sector Award State 2002 or the Engineering Award – State 2002 shall receive the following:

- Five (5) Shirts – Provision will be as per clause 31.1;
- Long Trousers or Shorts – Provision will be as per clause 31.1;
- 1 Sun Safety Hat – Provision will be as per clause 31.1;
- 1 Winter Jacket – to be provided biennially on a common issue date and will be issued in accord clause 31.1; and
- Safety Work Boots to the value of 101.40 – to be paid as a tax-free allowance of \$3.90 per fortnight. Provision will be as per clause 31.1.

31.3 Above items will be replaced on a fair wear and tear basis in accord with clause 31.1.

32. Positive Employment Relations

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

32.2 The Council recognises the role that workplace Union Delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution.

32.3 On being notified in writing by a Union party to this agreement that an employee has been appointed as a workplace Delegate the Council will recognise the employee as a representative of the Union and allow them:

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

(ii) reasonable access to employees of the Council for the purpose of resolving issues of concern to Union members.

32.4 A union representative, or an employee nominated by the relevant Union, shall be entitled to reasonable paid leave of absence to attend trade Union training or specific Union training courses approved by the respective union.

32.6 Payment of Union Membership

32.6.1 It is agreed between the parties that for the duration of this Agreement, upon receipt of written authorisation from the employee, the Council will deduct an amount from the employees' wages each week to cover the payment of Union dues.

33. Employment Security

General Principle

33.1 Maranoa Regional Council has no plans to initiate redundancies within its workforce, either as a direct result of this Enterprise Agreement, or as part of any operational activities during the term of this Agreement.

Redeployment, Retraining and Redundancy

33.2 In the circumstances that the Chief Executive Officer determines that a redundancy has become a realistic option for a Council employee or group of employees, the following procedures shall be adopted;

33.2.1 Where Council has made a definite decision that the job is no longer required to be performed by anyone and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Council shall hold discussions with the employees directly affected and with the relevant Union(s).

33.2.2 The discussions shall take place as soon as practicable after the Council has made a definite decision to introduce major changes likely to have significant affects on employees.

33.2.3 Discussions shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to reduce the adverse affects of any terminations on the employees concerned. Such discussions shall include possible retraining and redeployment as a first option prior to any final decision leading to redundancy.

33.2.4 All efforts will be made to find suitable alternative employment within Council for employees whose positions are declared redundant. After the discussions aforementioned have occurred the affected employee(s) shall be advised of available options.

33.2.5 Where suitable alternative employment is identified for an employee, but at a lower rate of pay, that employee's level of remuneration at the time of transfer will be maintained for a period of twelve (12) months or until the lower classification rate exceeds the employee's former rate, whichever is the earlier.

33.2.6 It is the Chief Executive Officer's decision to either accept or not accept a displaced employee for redeployment, having given due consideration to the skills required to competently undertake the position.

33.2.7 Redeployed employees will be eligible for redundancy benefits if it is found within three (3) months by either themselves or by Council that the redeployment to the alternative position is unsatisfactory.

33.2.8 If following such discussion, retraining and redeployment cannot be achieved, the employee shall be given notice of redundancy and termination.

33.2.9 In circumstances, where employees receive a notice of redundancy and termination such notice will be given at least four (4) weeks before the event.

- 33.2.10 Ordinary rate of pay for redundancy payments shall mean the current ordinary time rate of pay including Enterprise Agreement increases already approved or being approved during the notice period and any amount of "salary sacrifice" but excluding shift loadings, weekend penalty rates, overtime and non-salary benefits. In the event that salaries have been annualised then the annualised rate shall apply for the purpose of this clause.
- 33.2.11 Exceptions: This Agreement shall not apply in the following circumstances:
- (i) Where an employee terminates employment before the expiration of the period of notice without prior approval of the Chief Executive Officer, such approval shall not be unreasonably withheld ; or
 - (ii) Where an employee suffers a permanent injury or illness that renders that employee otherwise incapable of continuing in employment, and the employee has access to other financial support such as Work's Compensation or Superannuation or Total and Permanent Disability Payment; or
 - (iii) Where an employee's services are terminated by reason of gross neglect of duty, abandonment of employment or gross misconduct in accordance with procedural fairness; or
 - (iv) Where an employee has been engaged in a casual or temporary capacity on a short term basis, such as project employment; or
 - (v) Where an employee has not been engaged for a continuous period with Council for at least twelve (12) months.
- 33.2.12 It is understood that employees may seek to leave during the notice period specified. In circumstances where this occurs, negotiations shall take place between the Council and the employee. The objectives of such negotiations shall be to find a mutually agreed outcome to this issue. Council shall have regard to the needs of the employee at this time and shall not unreasonably withhold the employee's request to leave, unless such departure shall unduly affect the operations of the Council.
- 33.2.13 Grievances arising from this redundancy agreement shall be dealt with in accordance with the terms of the Grievance/Dispute Resolution Procedure in this Agreement.
- 33.2.14 An employee who is declared redundant shall receive an ex-gratia redundancy payment at the ordinary rate of pay, appropriate to the completed years of service.

Redundancy Payment

- 33.3 Redundancy payment is to consist of two (2) weeks payment for each year of employment with no proportionate payment, up to a maximum payment of fifty-two (52) weeks. Minimum payment of four (4) weeks shall apply.
- 33.4 Upon notification of his/her Manager the employee who has been declared redundant shall be granted leave with pay for the purpose of attending personal employment interviews.
- 33.5 Each employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment within the first seven (7) days of having received the notice of redundancy and termination.

34. No Extra Claims

- 34.1 The parties to this Agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wages or salary increases or improvements in employment conditions sought, or granted excepted for those provided under the terms of this Agreement.
- 34.2 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.

SIGNATORIES

Signed for and on behalf of MARANOA REGIONAL COUNCIL)Stuart Randle
In the presence of.....Donald Wells

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 TRANSPORT WORKERS UNION OF AUSTRALIA,
UNION OF EMPLOYEES (QUEENSLAND BRANCH,Hughie Williams
In the presence of:.....Adam Carter

Signed for and on behalf of
FEDERATED ENGINE DRIVERS' AND FIREMEN'S ASSOCIATION
OF AUSTRALASIA, QUEENSLAND BRANCH, UNION OF EMPLOYEES,Michael Ravbar
In the presence of:.....Kathleen Nettleton

THE CONSTRUCTION, FORESTRY, MINING AND ENERGY,
INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND,Michael Ravbar
In the presence of:.....Kathleen Nettleton

APPENDIX "A" WAGES SCHEDULE
MARANOA REGIONAL COUNCIL FIELD EMPLOYEES AGREEMENT 2009

Local Government Employees' (excluding Brisbane City Council) Award – State 2003

LOCAL GOVERNMENT EMPLOYEES' (EXCLUDING BRISBANE CITY COUNCIL) AWARD – STATE 2003	Rate effective at Commencement of Agreement	Rate effective 1 st full pay period on or after 1 st of October 2009	Rate effective 1 st full pay period on or after 1 st of October 2010
	<i>Equalisation</i>	<i>1.55% or \$12.80 per week</i>	<i>3.5% or \$29.00 per week</i>
Classification Level	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
L1 - first 6 months	\$725.8328	\$742.0328	\$771.0328
L1 - After 6 months	\$738.3056	\$754.5056	\$783.5056
L2	\$750.7784	\$766.9784	\$795.9784
L3	\$763.2513	\$779.4513	\$808.4513
L4	\$775.8441	\$792.0441	\$821.0441
L5	\$790.7155	\$806.9155	\$835.9155
L6	\$815.7811	\$831.9811	\$861.1005
L7	\$840.7268	\$856.9268	\$886.9193
L8	\$863.3938	\$879.5938	\$910.3796
L9	\$888.3395	\$904.5395	\$936.1984

Building Trades Public Sector Award State 2002

BUILDING TRADES PUBLIC SECTOR AWARD STATE 2002	Rate effective at Commencement of Agreement	Rate effective 1st full pay period on or after 1st of October 2009	Rate effective 1st full pay period on or after 1st of October 2010
	<i>Equalisation</i>	<i>1.55% or \$12.80 per week</i>	<i>3.5% or \$29.00 per week</i>
Classification Level	Weekly Salary 38 hour week	Weekly Salary 38 hour week	Weekly Salary 38 hour week
BW1(a)	\$678.2201	\$694.4201	\$723.4201
BW1(b)	\$698.2486	\$714.4486	\$743.4486
BW1(c)	\$725.2331	\$741.4331	\$770.4331
BW1(d)	\$750.2987	\$766.4987	\$795.4987
BW2	\$790.7155	\$806.9155	\$835.9155
BT1	\$815.7811	\$831.9811	\$861.1005
BT2 +12pt	\$840.7268	\$856.9268	\$886.9193
BT3 +24pt	\$863.3938	\$879.5938	\$910.3796
BT1 LH	\$913.4051	\$929.6051	\$962.1413
BT2 LH	\$937.7511	\$953.9511	\$987.3394
Apprentice 1st Year	\$326.0062	\$342.2062	\$371.2062
Apprentice 2nd Year	\$442.1835	\$458.3835	\$487.3835
Apprentice 3rd Year	\$597.0866	\$613.2866	\$642.2866
Apprentice 4th Year	\$713.2640	\$729.4640	\$758.4640

Engineering Award – State 2002

ENGINEERING AWARD – STATE 2002	Rate effective at Commencement of Agreement	Rate effective 1 st full pay period on or after 1 st of October 2009	Rate effective 1 st full pay period on or after 1 st of October 2010
	<i>Equalisation</i>	<i>1.55% or \$12.80 per week</i>	<i>3.5% or \$29.00 per week</i>
Classification Level	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
C14	\$678.2201	\$694.4201	\$723.4201
C13	\$698.2486	\$714.4486	\$743.4486
C12	\$725.2331	\$741.4331	\$770.4331
C11	\$750.2987	\$766.4987	\$795.4987
C10	\$790.7155	\$806.9155	\$835.9155
C9	\$815.7811	\$831.9811	\$861.1005
C8	\$840.7268	\$856.9268	\$886.9193
C7	\$863.3938	\$879.5938	\$910.3796
C6	\$913.4051	\$929.6051	\$962.1413
C5	\$937.7511	\$953.9511	\$987.3394
C4	\$963.4164	\$979.6164	\$1,013.9030
C3	\$1,013.4277	\$1,029.6277	\$1,065.6647
C2 (A)	\$1,038.4933	\$1,054.6933	\$1,091.6076
C2 (B)	\$678.2201	\$694.4201	\$723.4201

Children's Services Award State 2006

CHILDREN'S SERVICES AWARD STATE 2006		Rate effective at Commencement of Agreement	Rate effective 1st full pay period on or after 1st of October 2009	Rate effective 1st full pay period on or after 1st of October 2010
		<i>Equalisation</i>	<i>1.55% or \$12.80 per week</i>	<i>3.5% or \$29.00 per week</i>
Classification		Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
Assistant Child Services Worker Unqualified	1 st year	\$678.8000	\$695.0000	\$724.0000
	2 nd year	\$701.3000	\$717.5000	\$746.5000
	3 rd year	\$723.8000	\$740.0000	\$769.0000
Child Services Worker Qualified	1 st year	\$763.8000	\$780.0000	\$809.0000
	2 nd year	\$778.8000	\$795.0000	\$824.0000
	3 rd year	\$793.8000	\$810.0000	\$839.0000
Group Leader 1 Year Qualified	1 st year	\$828.8000	\$845.0000	\$874.5750
	2 nd year	\$841.3000	\$857.5000	\$887.5125
	3 rd year	\$853.8000	\$870.0000	\$900.4500
Group Leader 2 Years Qualified	1 st year	\$893.8000	\$910.0000	\$941.8500
	2 nd year	\$906.3000	\$922.5000	\$954.7875
	3 rd year	\$918.8000	\$935.0000	\$967.7250
Group Leader 3 Years Qualified	1 st year	\$918.8000	\$935.0000	\$967.7250
	2 nd year	\$918.8000	\$935.0000	\$967.7250
Assistant Director 2 Years Qualified	1 st year	\$928.8000	\$945.0000	\$978.0750
	2 nd year	\$938.8000	\$955.0000	\$988.4250
	3 rd year	\$948.8000	\$965.0000	\$998.7750
Assistant Director 3 Years Qualified	1 st year	\$958.8000	\$975.0000	\$1,009.1250
	2 nd year	\$968.8000	\$985.0000	\$1,019.4750
Director 2 Years Qualified	1 st year	\$1,008.8000	\$1,025.0000	\$1,060.8750
	2 nd year	\$1,021.3000	\$1,037.5000	\$1,073.8125
	3 rd year	\$1,038.8000	\$1,055.0000	\$1,091.9250
	4 th year	\$1,053.8000	\$1,070.1339	\$1,107.5886

**Award for Accommodation and Care Services Employees For Aged Persons -
State (Excluding South-East Queensland) 2004**

AWARD FOR ACCOMMODATION AND CARE SERVICES EMPLOYEES FOR AGED PERSONS - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2004		Rate effective at Commencement of Agreement	Rate effective 1st full pay period on or after 1st of October 2009	Rate effective 1st full pay period on or after 1st of October 2010
		<i>Equalisation</i>	<i>1.55% or \$12.80 per week</i>	<i>3.5% or \$29.00 per week</i>
Classification		Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
Personal Care Attendant (PCA) <i>Full Time</i>	20 yrs & Over	\$679.4000	\$695.6000	\$724.6000
	19 Years	\$531.1000	\$547.3000	\$576.3000
	18 Years	\$531.1000	\$547.3000	\$576.3000
	Under 18 yrs	\$471.7800	\$487.9800	\$516.9800
Laundry Hand <i>Full Time</i>	20 yrs & Over	\$609.4000	\$625.6000	\$654.6000
	19 Years	\$461.1000	\$477.3000	\$506.3000
	18 Years	\$461.1000	\$477.3000	\$506.3000
	Under 18 yrs	\$401.7800	\$417.9800	\$446.9800

Nurses ' Award - State 2005

NURSES ' AWARD - STATE 2005		Rate effective at Commencement of Agreement	Rate effective 1st full pay period on or after 1st of October 2009	Rate effective 1st full pay period on or after 1st of October 2010
		<i>Equalisation</i>	<i>1.55% or \$12.80 per week</i>	<i>3.5% or \$29.00 per week</i>
Classification		Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
Occupational Health Nurse Grade 1	1 st year	\$789.3000	\$805.5000	\$834.5000
	2 nd year	\$812.9000	\$829.1000	\$858.1185
	3 rd year	\$834.5000	\$850.7000	\$880.4745
	4 th year	\$860.0000	\$876.2000	\$906.8670
Occupational Health Nurse Grade 2	1 st year	\$789.3000	\$805.5000	\$834.5000
	2 nd year	\$812.9000	\$829.1000	\$858.1185
	3 rd year	\$834.5000	\$850.7000	\$880.4745
	4 th year	\$860.0000	\$876.2000	\$906.8670
	5 th year	\$883.6000	\$899.8000	\$931.2930
	6 th year	\$907.2000	\$923.4000	\$955.7190
	7 th year	\$930.8000	\$947.0000	\$980.1450
	8 th year	\$952.3000	\$968.5000	\$1,002.3975
Assistants in Nursing	1 st year	\$533.5000	\$549.7000	\$578.7000
	2 nd year	\$572.8000	\$589.0000	\$618.0000
	3 rd year	\$610.6000	\$626.8000	\$655.8000
	4 th year	\$684.6000	\$700.8000	\$729.8000
	5 th year	\$706.0000	\$722.2000	\$751.2000
Min Rate for 21 years		\$657.7000	\$673.9000	\$690.1000

Training Wage Award State 2003

TRAINING WAGE AWARD STATE 2003		Rate effective at Commencement of Agreement	Rate effective 1st full pay period on or after 1st of October 2009	Rate effective 1st full pay period on or after 1st of October 2010
		<i>Equalisation</i>	<i>1.55% or \$12.80 per week</i>	<i>3.5% or \$29.00 per week</i>
Classification		Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
Wage Level A	Year 10 plus 1 Year out of School	\$287.2000	\$303.4000	\$332.4000
	Year 10 plus 2 Years out of School	\$343.2000	\$359.4000	\$388.4000
	Year 10 plus 3 Years out of School	\$396.2000	\$412.4000	\$441.4000
	Year 10 plus 4 Years out of School	\$459.2000	\$475.4000	\$504.4000
	Year 10 plus 5+ Years out of School	\$524.2000	\$540.4000	\$569.4000
	Year 11 plus 1 Year out of School	\$343.2000	\$359.4000	\$388.4000
	Year 11 plus 2 Years out of School	\$396.2000	\$412.4000	\$441.4000
	Year 11 plus 3 Years out of School	\$459.2000	\$475.4000	\$504.4000
	Year 11 plus 4+ Years out of School	\$524.2000	\$540.4000	\$569.4000
	Year 12 plus 1 Year out of School	\$396.2000	\$412.4000	\$441.4000
	Year 12 plus 2 Years out of School	\$459.2000	\$475.4000	\$504.4000
	Year 12 plus 3+ Years out of School	\$524.2000	\$540.4000	\$569.4000
Wage Level B	Year 10 plus 1 Year out of School	\$290.2000	\$306.4000	\$335.4000
	Year 10 plus 2 Years out of School	\$333.2000	\$349.4000	\$378.4000
	Year 10 plus 3 Years out of School	\$381.2000	\$397.4000	\$426.4000
	Year 10 plus 4 Years out of School	\$445.2000	\$461.4000	\$490.4000
	Year 10 plus 5+ Years out of School	\$506.2000	\$522.4000	\$551.4000
	Year 11 plus 1 Year out of School	\$333.2000	\$349.4000	\$378.4000
	Year 11 plus 2 Years out of School	\$381.2000	\$397.4000	\$426.4000
	Year 11 plus 3 Years out of School	\$445.2000	\$461.4000	\$490.4000
	Year 11 plus 4+ Years out of School	\$506.2000	\$522.4000	\$551.4000
	Year 12 plus 1 Year out of School	\$381.2000	\$397.4000	\$426.4000
	Year 12 plus 2 Years out of School	\$445.2000	\$461.4000	\$490.4000
	Year 12 plus 3+ Years out of School	\$506.2000	\$522.4000	\$551.4000
Wage Level C	Year 10 plus 1 Year out of School	\$293.2000	\$309.4000	\$338.4000
	Year 10 plus 2 Years out of School	\$331.2000	\$347.4000	\$376.4000
	Year 10 plus 3 Years out of School	\$370.2000	\$386.4000	\$415.4000
	Year 10 plus 4 Years out of School	\$413.2000	\$429.4000	\$458.4000
	Year 10 plus 5+ Years out of School	\$461.2000	\$477.4000	\$506.4000
	Year 11 plus 1 Year out of School	\$331.2000	\$347.4000	\$376.4000
	Year 11 plus 2 Years out of School	\$370.2000	\$386.4000	\$415.4000
	Year 11 plus 3 Years out of School	\$413.2000	\$429.4000	\$458.4000
	Year 11 plus 4+ Years out of School	\$461.2000	\$477.4000	\$506.4000
	Year 12 plus 1 Year out of School	\$370.2000	\$386.4000	\$415.4000
	Year 12 plus 2 Years out of School	\$413.2000	\$429.4000	\$458.4000
	Year 12 plus 3+ Years out of School	\$461.2000	\$477.4000	\$506.4000