

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Blackall - Tambo Regional Council Certified Agreement 2011-2014

Matter No. CA/2011/15

Deputy President Swan

15 June 2011

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 02 June 2011 the Commission certifies the following written agreement:

Blackall - Tambo Regional Council Certified Agreement 2011-2014.

Made between:

Blackall - Tambo - Regional Council (ABN 42 062 968 922)
Employees of Blackall-Tambo Regional Council

The Australian Workers' Union of Employees, Queensland and Queensland Services, Industrial Union of Employees became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*.

The agreement was heard by the Commission on 2 June 2011, and granted with a prospective operative date of 1 July 2011 until its nominal expiry on 30 June 2014.

This agreement replaces:

CA/2009/6 Blackall - Tambo Regional Council Certified Agreement 2008-2011.

By the Commission.

Deputy President Swan

**Blackall-Tambo Regional Council
Enterprise Bargaining Agreement 2011 - 2014**

1. Title

This agreement shall be known as the Blackall - Tambo Regional Council Enterprise Bargaining Agreement 2011 - 2014

2. Arrangement

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3. Definitions

Award

The Awards set out in Clause 4.

Productivity

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include;

- the provision of the same level and quality of services at a lesser input;
- the provision of a greater level of customer service at the same or lesser input;
- the development of a capacity to provide increased services in those work units where growth is occurring;
- updated technology;
- an agreed combination of the above.

Consultation

Consultation shall not only be in appearance but in fact. (Refer clause 10)

4. Application of Agreement

This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to:

- any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment where that contract states "Pursuant to clause 6.5 or 6.6 of the Queensland Local

Government Officer Award 1998 [Transitional AT794071] "Officers Award", that the award will not apply to the employment terms and conditions applicable to the employee.

- The Fleet Supervisor.
- The Water and Sewerage Supervisor.

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

Relationship to Parent Awards

This agreement shall be read and interpreted wholly in conjunction with the terms of the parent awards listed below as they stood as at the certification date of this Agreement.

Provided that where there is any inconsistency between the expressed terms of this Agreement and the terms of the parent awards listed below as they stood as at the date of certification of this agreement, the expressed terms of this Agreement shall take precedence to the extent of the inconsistency.

The parent awards include:

- Local Government Employees (excluding Brisbane City Council) Award - State 2003;
- Children's Services Award - State 2007;
- Engineering Award - State 2002;
- Building Trades Public Sector Award - State 2002;
- Family Leave Award - State 2003;
- Award for Accommodation and Care Services Employees for Aged Persons - State (excluding south-east Queensland) 2004;
- Queensland Local Government Officers Award 1998 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999].

To avoid doubt, should there be changes to the parent awards listed above, it is the intention of the parties that such changes shall not affect the terms of this agreement. However, the parties commit to discussing transitional arrangements for any subsequent certified agreement should there be changes to the parent awards listed above during the life of this agreement.

From the date of operation of this agreement, all other workplace agreements will cease to exist. The exception to this will be BSA's attached as schedules to this agreement.

5. Parties Bound

The parties to this agreement are the Blackall - Tambo Regional Council and its employees.

6. No Extra Claims

Subject to the terms of this Clause, the parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement and/or awards read in conjunction with the Agreement during the life of the Agreement.

7. Date and Period of Operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the first (1st) pay period in the '11/12' financial year and shall have a nominal expiry date of 30 June 2014.

Discussions to commence on a new agreement at least three (3) months prior to the expiry date.

8. Purpose and Objectives of the Agreement

Purpose

The parties to this agreement recognise the importance of a viable, efficient and rewarding Local Government service to the economic development and social well-being of the Shire.

This agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in the Blackall - Tambo Regional Council and improved working conditions for Council employees.

This agreement has been negotiated to ensure the continuation of reform processes and to provide a mechanism through which further reforms may occur.

Objectives of Agreement

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

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

Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between employees and Management and to implement this agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of Management representatives and employee representatives. Management representatives consist of the nominees of the Chief Executive Officer and the employee representatives will consist of staff members elected by the employees.

Consultative Committee

The implementation of this agreement is the responsibility of the Executive Management Team.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end a Consultative Committee shall be established and shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between the parties to this agreement.

- The Consultative Committee shall meet quarterly or as requested by either party for the purposes of monitoring the implementation of the reforms set out in the Agreement, evaluate any performance indicator(s) established under the Agreement and to discuss any issues arising from the Agreement;
- The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs;
- The Consultative Committee will, after the certification of this agreement, be formed from the Enterprise Bargaining Team (EBT).

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

9. Dispute Settlement/Resolution

Effective communication between employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work performance.

Any disagreement between the parties shall be subject to the following steps:

At the workplace

During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction.

However, where the dispute involves a bona fide health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative works / work environment in the meantime.

No party shall be prejudiced as to final settlement by the continuance or work in accordance with this clause.

Any disagreement between the parties shall be subject to the following steps, providing that where the dispute/grievance is with the immediate supervisor then the next step in the process would occur:

- Stage 1 - the employee is to notify their immediate supervisor of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within forty-eight (48) hours of notification. Employees may elect to be accompanied by a representative.
- Stage 2 - if the matter remains unresolved after Stage 1, the employee may request that the supervisor refer the matter to the relevant Department Head. Again this meeting should be held within five (5) working days of the employee request. Employees may elect to be accompanied by a representative.
- Stage 3 - if the matter remains unresolved after Stage 2, the employee may request that the supervisor refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request. Employees may elect to be accompanied by a representative.
- Stage 4 - if the matter remains unresolved, then either party may refer the matter to The Queensland Industrial Relations Commission (QIRC). The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary.

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

Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that the dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.

There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

10. Consultation

Council's duty to notify

Where Council decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions that are a party to the Blackall - Tambo Regional Council EBA.

'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Blackall - Tambo regional Council EBA makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect. To be quite clear, where this agreement clearly spells out what the introduced change is, then it is deemed to have fulfilled the requirements of this clause.

Council's duty to consult

Council shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

The consultation shall occur as soon as practicable (within two (2) weeks) after making the decision referred to above. Where this timeframe is not possible, discussions are to occur between the CEO and the relevant parties to this agreement.

For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their Union or Unions who are a party to the Blackall - Tambo Regional Council EBA, all relevant information about

the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees;

Provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

11. Security of Employment

The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.

Such steps shall include measures to increase the security of employee's employment; however, the parties recognise that the Council will require the use of contractors to carry out council work.

- Council will use contractors where the work volume is beyond the capacity of Council resources or existing staff.
- Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- Contractors will also be used in circumstances where it is more cost effective to deliver quality services. Council will if requested by the Consultative Committee provide details of this usage.
- Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- Council shall ensure that the contractual arrangements are such that the wages and conditions of those employees are not in breach of any State Regulations, Acts or relevant Awards pertaining to their employment.

The use of contractors/labour hire personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

If a service is already outsourced by contract at the time of signing of this Agreement, then that service will not be affected.

12. Redundancy

Consultation before terminations

- (a) Where Council decides that they no longer wish the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, Council shall consult the employee directly affected and where relevant, their Union or Unions that are a party to the Blackall - Tambo Regional Council EBA.
- (b) The consultation shall take place as soon as it is practicable after Council has made a decision, which will invoke the provisions of sub-clause (a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation Council shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions that are a party to the Agreement, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that Council shall not be required to disclose confidential information, or information that is protected by legal or professional privilege, the disclosure of which would be adverse to Council's interests.

Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out above the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated.
- (b) Council may, at the Council's option, make payment in lieu thereof of an amount equal to the difference between the former amounts that Council would have been liable to pay and the new lower amount the Council is liable to pay the employee for the number of weeks of notice still owing.

(c) The amounts must be worked out on the basis of:

- the ordinary working hours to be worked by the employee; and
- the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- any other amounts payable under the employee's employment contract.

Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined above, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

Severance pay

A severance benefit of two (2) weeks pay per year of service and a proportionate amount for an incomplete year paid at the employee's ordinary time rate of pay. The minimum payment is four (4) weeks pay and the maximum is 26 weeks.

Employees with less than one year's service

This Clause shall not apply to employees with less than one year's continuous service and the general obligation on Council should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

Employees exempted

This Clause shall not apply:

- where employment is terminated as a consequence of misconduct on the part of the employee; or
- to employees engaged for a specific period or task(s); or
- to casual employees; or
- if Council obtains acceptable alternative employment for an employee that does not involve relocation from Blackall to Tambo and vice versa.

13. Facilitative Hours Provision

Ordinary hours of work and rostering

For the purpose of the Blackall - Tambo Regional Council EBA, ordinary hours of work per week under this agreement will be in accordance with the relevant parent awards which (provide for 38 hours per week) or (provide for 36.25 hours per week - LGO award)

Types of Employment

An employee may be engaged on a permanent full or part time, casual or fixed term basis.

FullTime

For the purpose of this agreement;

Full time employment is equivalent to either 36.25 hours or 38 hours per week dependent on Award coverage.

PartTime

For the purpose of this agreement;

- Part time employment is to be based on a regular number of hours averaging less than 38 per week or 36.25 (whichever award applies).
- The parties agree that to enhance the productivity of Council and or the needs of employees, either the ordinary spread of hours or the days worked can be varied by mutual agreement, to take into account operational demands and requirements and/or the needs of employees, without incurring penalties.
- To be quite clear, this allows for Council and/or the employee to change either the day/s worked and/or the start/finish times within the agreed spread of hours in “span of ordinary hours” clause. It does not allow for reducing the agreed hours per week and does not allow for increasing the agreed hours per week without paying the appropriate penalty rates.
- Part time employment does not decrease conditions and or entitlements.

Casual

For the purpose of this agreement Casual employee is as defined by the relevant award, is employed on an hourly basis, and whose employment is subject to termination at any time without notice.

Where for a period of greater than six (6) months a casual employee is working on a permanent basis as part of a regular roster, then the position will be made permanent, either full time or part time.

Fixed Term

The parties recognize that Council may at various times be required to employ staff on a fixed term basis. This requirement would come about under but not limited to the following circumstances:

- Where the position is only required for a set time;
- Where the position is only required for the life of a project;
- Where the position is only created for the life of a set amount of funding (e.g. some govt. services)

Job Sharing

Any permanent full time position may be filled by two employees on a job sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the officers and the Council.

Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro rata basis.

All such appointments made shall be subject to half (1/2) yearly review process in order to assess the effectiveness of the position being performed in this manner. Movement to the next highest salary point within a level will occur, subject to satisfactory performance appraisal, at yearly intervals.

Days on which ordinary hours can be worked

Except as otherwise provided, days on which an employee’s ordinary hours can be worked are Monday to Friday.

Days on which ordinary hours for employees in the following roles or work areas can be worked are Monday to Sunday (5 in 6 or 5 in 7 working): Ordinary time worked on Saturday and/or Sunday would attach the relevant penalty rates as per the award.

- aerodromes/airports;
- caretakers/hall organisers;
- cleaners;
- community services/recreation centres;
- information centres/tourism services;
- garbage, sanitary and sullage services;
- local law enforcement;
- libraries;
- livestock and saleyards.

Span of ordinary hours

The span of ordinary hours of work on a day on which ordinary hours can be worked will be between 5.00 am and 8.00 pm.

Maximum ordinary hours in a day

An employee may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks) by agreement between the Council and employee; e.g. (where it is required to finish a job in short time the roster may include 3 days at 10 hours and 1 day at 8 hours followed by extra days off)

Rosters and changes to rosters

Where necessary, a roster for full-time and part-time employees showing normal starting and finishing times and the surname and initials of each employee will be prepared by the relevant supervisor and will be made available to employee/s at their request.

A roster can be altered by mutual consent at any time and may be altered by Council on seven (7) days' notice.

Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through illness or other cause over which Council has no control.

Flexible working arrangements

The parties are committed to providing for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the operation of Council.

The parties agree that there is a need to address workplace efficiencies and effectiveness and agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

This flexibility is not to be unreasonably withheld.

These flexible working arrangements may include:

- Span of hours;
- Rostering and Work Cycles - e.g. (9 on 5 off);
- Accrued and rostered days off;
- Other matters by mutual consent.

The parties commit themselves to the following principles:

- Creating opportunities for employees which allows advancement based on skill / qualification / competencies acquisition, use of such skill / qualification / competencies and the requirement to perform such functions.
- Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote de-skilling.
- Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained (competent) in the use of such tools and equipment.
- The parties agree that there is a need to address workplace efficiencies, effectiveness and services so that Council and its employees improve their future efficiency and effectiveness
- The parties agree 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.
- Acceptance in principle that changed structures may be more suitable for the needs of Council, reflecting the different skill / competency levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
- Co-operation in the transition from current structures and definitions to new structure without creating false expectations or disputation.
- The Council will keep employees informed and will consult with affected employees/unions of any;
 - proposed changes to the organisational structure of the Council; or
 - introduction of new technology; or

- any other matter which may have a significant impact on work practices.

Council will give prompt consideration to matters raised by the employees/unions following consultation.

Business Specific Agreements (BSA)

The parties agree that it is appropriate to provide for a process that enables Council Business units or individuals to develop and implement working arrangements suited to the needs of the workgroup or task(s) in hand.

Where the employees to be directly affected and Council mutually agree on the need for such arrangements the following process shall be applied;

- the employees directly affected and management shall consult and agree on the arrangements to be implemented, which shall be documented. Employees may consult with their nominated representative(s) prior to finalising the arrangements;
- The agreement to be signed off by relevant parties to this agreement, consultative committee and/or employees affected;
- All BSAs' (if any) shall form part of this agreement, and be appended as schedules to this agreement.

For the purpose of this agreement, the provisions within the BSAs attached as part of this certified agreement shall prevail above those of this agreement where there is conflict;

Important principles behind the working arrangements are:

- Such arrangements meet operational requirements;
- Agreement has been obtained from majority affected employees;
- Approval has been obtained from management.

Family Friendly Working Arrangements

All family friendly working arrangements are to be by mutual agreement between the employee and Council and at the request of the employee.

To enhance the opportunity for staff to reconcile work and family life and thereby contribute to improved work satisfaction, morale and consequently to the increased effectiveness and efficiency of operations to the mutual benefit of Council and staff, Council will consider employee requests covering the introduction of family friendly flexible working arrangements:

In considering these requests the parties agree that any arrangement:

- Operates in a fair and consistent manner as is possible taking into consideration the requirements of each person's job.
- Is feasible.
- Includes a monitoring and evaluation mechanism.
- Operates to ensure there is no loss of the level of responsiveness and quality of service to both the public and other officers.

Rostered Days Off (RDO)

Outside Staff

Employees associated with the outside operations of Council will work a nine (9) day fortnight cycle. This work cycle will provide a rostered day off each fortnight.

The rostered day off may be the alternate week for different sections of the workforce; e.g. Blackall one week and Tambo the alternate week and/or Construction one week and Maintenance the alternate week within each depot.

Generally, no banking of RDO's will be permitted, however Council may request employees to work their RDO of which up to three (3) days are to be banked and used during the annual closedown. All worked RDOs in excess of three (3) days are to be paid at overtime rates.

Also, upon the request of an employee or management representative, a rostered day off can be reallocated to a different day with the agreement of a majority of staff within a work group. This decision would then apply to all staff within the work group.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

Inside Staff

Employees associated with the inside operations of Council will work a nineteen (19) day month. This work cycle will provide one (1) rostered day off each four (4) weeks of work.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to employees may bank up to three (3) days, to be used during the annual closedown.

Also, banked RDO's may be taken at any other time subject to agreement between the employee and supervisor. All RDO's will be available when required subject to employees giving at least one (1) weeks notice in writing to their supervisor and provided that Council operations and provision of services are not interrupted or rendered less efficient or more costly.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

Time Off In Lieu (TOIL)

Overtime can only be worked with the prior approval of Management. Any overtime worked by employees covered by this agreement shall be paid at the appropriate penalty rate. Provided, however, where the employee elects to take time off in lieu of such overtime, and the employer agrees, he/she shall be allowed time off duty the number of hours worked on overtime.

Such time off shall be on a one for one basis, paid at the ordinary time rate of pay, and may be taken at any time subject to the following conditions:

- The employee has accumulated an appropriate amount of 'Time Accrued' at the commencement of the day upon which the period of accrued time off is required;
- Operational needs are to be considered when time off is granted and employees time off will only be approved when it doesn't impose on operational demands.
- Prior approval of the supervisor has been obtained. Where four (4) or more hours accrued time off is to be taken such requests must be submitted to the supervisor with at least twenty-four (24) hours' notice.
- In the case of an emergency an employee may contact their manager and arrange take this time off without twenty-four (24) hours' notice.

Generally, time off in lieu of overtime shall be given and taken within three (3) months of the occurrence of the overtime, however with management approval time off in lieu, up to a maximum of three (3) days may be banked for longer than three (3) months for use during the annual closedown period. The combined annual closedown banked time be it RDO and/or TOIL cannot exceed the three (3) days.

All other time off in lieu not taken within three (3) months of accrual will be paid out at single time.

Where time off in lieu is not granted by the Council within the prescribed three (3) month period, the time off shall be paid to the employee at the applicable penalty rate.

Banked time, whether it be RDOs and/or TOIL must be used prior to taking of annual/long service leave.

Annual Closedown

It is the intention of Council to have an annual close down for all, apart from essential services, Council operations over the Christmas/New Year period.

Employees will be required to take annual leave over this period, providing banked RDO/TOIL is utilised first. If there is no entitlements available leave without pay will be available on approval from the CEO.

Extraordinary Event Closedown

At the discretion of the CEO and in consultation with the Consultative Committee, Council may occasionally require a compulsory close down for a maximum one (1) week due to an extraordinary event. This can only be on one occasion per annum and will not occur unless deemed absolutely necessary by the CEO. During this time employees will not need to utilise annual leave, however Council may utilise the 3 banked RDOs accumulated by employees and the monthly RDOs referred to in the Wet weather clause of this agreement.

14. Remuneration and Benefits

Salary Increase

Employees will receive the following pay increases:

On 1 July 2011 all employees of Blackall / Tambo Regional Council will receive a \$35 per week pay increase.

On 1 January 2012 all employees of Blackall / Tambo Regional Council will receive a further \$5 per week pay increase on achievement of agreed KPIs.

On 1 July 2012 all employees of Blackall / Tambo Regional Council will receive a \$25 per week pay increase.

Also, on 1 July 2012 all employees of Blackall / Tambo Regional Council will receive a further \$10 per week pay increase on achievement of agreed KPIs.

On 1 July 2013 all employees of Blackall / Tambo Regional Council will receive a \$25 per week pay increase.

Also, on 1 July 2013 all employees of Blackall / Tambo Regional Council will receive a further \$10 per week pay increase on achievement of agreed KPIs.

These salary increases are inclusive of any safety net increase handed down by the QIRC.

Salary Packaging/Salary Sacrifice

All employees covered by this agreement shall be entitled to salary sacrifice.

The salary for Superannuation purposes applying to the employee shall comply with current taxation and Superannuation rules guidelines.

The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.

The Employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have been advised to seek advice from an appropriately qualified financial advisor.

Council will not provide salary packaging advice to employees.

Classification and Salary Increments

Classification

Council positions will be classified in accordance with the level definitions provided for in the relevant awards, and the provisions set out below and employees shall be appointed to these positions.

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

- The purpose of the position.
- The responsibility level of the position.
- The skills, knowledge, experience, qualifications and/or training required.
- The organisational relationship of the position.
- The accountability/extent of authority of the position.
- The health and safety responsibilities.

The employee may request for their current classification level to be re-evaluated when the employee believes and their manager agrees that there have been changes to the duties and responsibilities to such an extent that it has become undervalued.

Salary Movement

For internal staff, movement to the next highest salary point within a level will be by annual increment subject to satisfactory performance for the previous twelve months.

For new external staff covered by the local Government Employees award; after twelve (12) months satisfactory service will be moved to level 3 classification.

Broad banding

The positions of Foreman in the two works units located in Blackall & Tambo and the position of Foreman in the Plant/Workshops unit in Blackall will be broad banded into level 3-4 positions. Employees who are appointed to these positions will have the opportunity to advance based on qualifications and experience. Council will establish the criteria for advancement from level 3 to level 4.

Allowances

Meal Allowance

A meal allowance is paid 2 hours after the ceasing time of the shift and at each 4 hours thereafter. It is agreed that the meal allowance applying to all employees will be \$15.00.

Clothing Allowance

Works Staff

Council will provide to all Works Staff required to wear corporate clothing the following items as an initial issue:

- Five (5) safety shirts; (type subject to WH&S advice)
- Five (5) pairs of pants; (type subject to WH&S advice)
- One (1) hat for sun protection;
- One (1) jacket suitable for winter wear;
- Two (2) pairs of overalls or five (5) pairs of long trousers for Workshop Staff;
- One (1) pair of safety boots to a maximum value of \$150;
- One (1) pair tinted safety glasses.

These items of clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/damaged items to the Depot.

Employees provided with the corporate clothing are required to wear the corporate clothing on all occasions during work periods.

Administrative Staff

If Council requires their administrative staff to wear a Council approved uniform, such administrative staff will purchase the approved uniform and charge the purchases to Council up to a value of \$500.

In the initial purchase of a corporate uniform approved by the new Regional Council, the Chief Executive may authorize an amount greater than the \$500 up to \$750.

This allowance will only apply to permanent full-time employees and on a pro-rata basis for permanent part-time employees. If the part time employee works a 5 day week, then on a case by case basis, the CEO may review the pro-rata basis.

Tool Allowance

An Employee who is employed as a tradespersons and is required to supply and use their own tools shall be paid \$25 per week in addition to the rates prescribed by this Agreement.

This allowance shall not be paid whilst the employee is absent on annual leave or absent from work without pay for periods of one week or more

The payment of tool allowance is not applicable when tools are supplied by Council.

Live Sewerage

Employees required to work under conditions where they are exposed to effluents from sewers, septic tanks or employees required to enter sewerage wet wells, live sewers and septic tanks shall be paid for all time worked under such conditions at the rate of single time in addition to the rate otherwise payable.

For the purposes of this paragraph 'exposed to effluents from sewers, septic tanks' shall include where an employee, in the course of his/her duties, comes into physical contact with the effluents, or where the employee has to work in places where such effluents have been.

Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in traveling to and from such operations shall be deemed to be time worked for this purpose.

Where there is an aerial connection with a sewer or septic tank the live sewer rate shall not apply.

Miscellaneous Benefits

Higher Duties

In an acknowledgement that Council expects some of our employees to undertake higher duties to assist with Councils operations, each employee who performs higher duties will be paid at the higher rate for the actual hours worked. If an employee was to work more than four hours at a higher level then they will be paid for the whole shift.

Wet Weather

Meaningful work shall be carried out during wet weather. Supervisors shall maintain a register of suitable works that can be carried out during wet days so that time is not lost in allocating appropriate work.

In the event it is too wet to work and no meaningful work can be done, one day per month shall be taken, if required, as an RDO. One day's notice is to be given that a specific day is to be taken as an RDO, and the designated day for the RDO shall then be worked as a normal working day. A maximum of five (5) wet days per year can be converted to an RDO.

In the event that a wet day is taken as an RDO, Supervisors shall have the discretion to permit an employee to work the RDO provided that meaningful work can be performed.

For this clause meaningful work includes alternate duties which are considered to be within the capabilities of the employee and may also include skill enhancement and other training initiatives.

Service Time

If plant and vehicle Service Time is not worked or is carried out during ordinary working hours, service overtime is not to be claimed or paid.

Employee Development

The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required.

Council is committed to training staff and developing a more highly skilled and flexible workforce. Training and skill development, where possible, is to be carried out in normal working hours, and where possible travel will be undertaken during normal business hours.

It is acknowledged that training is of mutual benefit for both Council and the Employee; as such any training provided outside of Working hours shall be accrued or paid at ordinary time.

Council agrees to pay and recognise all reasonable costs and time off incurred when employees are required to attend courses, lectures and other agreed activities which:-

- Satisfy organisational development needs.
- Are directly related to employee work areas.

- Provide skills appropriate to employee's career paths.
- Are required to provide professional/trade credentials, and which shall be reimbursed by Council provided that this does not contravene any existing Award provision which provides for a higher or better entitlement.

Travel

All reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties shall be reimbursed.

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such traveling time at ordinary rates Monday to Friday inclusive and at time and a half on Saturdays, Sundays and Public Holidays, provided that such payment shall not exceed the ordinary hours on any day. However, where the travelling time outside the prescribed ordinary hours follows the working of overtime, employees will be paid such travel at time and a half.

However if an employee attends a conference/seminar which is approved by Council, but not essential to the employees role, and travel to the conference/seminar requires the officer to travel outside of normal working hours, such travel may be undertaken on the officer's own time; that is, no labour cost will be incurred by Council by the traveling outside of normal working hours. Council will be responsible for all reasonable costs associated with the accommodation/bus fares/airfares/motor vehicle costs/meals, etc. of the employee attending the conference/seminar.

Use of Private Motor Vehicle

Where an employee is required to use a private motor vehicle for Council business or on work related travel the employee is entitled to an allowance. (as per the rate set by the Australian Tax Office)

15. Leave

Bereavement Leave

Employees may be granted up to a maximum of five (5) days off work upon the death of an immediate family member (as defined by the award). These five (5) days shall be comprised of two (2) days Bereavement leave, on each occasion, plus part of their leave entitlements to a maximum of three (3) days with sick leave entitlements being accessed first.

Employees may be granted up to two (2) days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by the award).

The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the Chief Executive Officer or the completion of a statutory declaration, if so requested.

Access to bereavement leave in other circumstances may be available subject to the agreement of the Chief Executive.

Annual Leave

From certification of this agreement annual leave entitlements will apply equally to all employees and will be five (5) weeks per year.

- For calculation purposes 1 day is defined as 7.25 hours for employees under the Officers award and 7.6 hours for employees under the Employee's award and the other state based awards;

Prior to certification of this agreement (EBA 2011) the annual leave rules were as applicable at the time.

Employees shall be permitted to take Annual Leave at any time during the year by arrangement with the appropriate Supervisor.

Annual Leave due shall be taken within two (2) years of the due date unless Council approves accrual beyond two (2) years.

Long Service Leave

From certification of this agreement long service leave rules will continue to apply equally to all employees and will be as follows:

- Thirteen weeks paid long service leave after completing 10 years of continuous service; and
- A further 13 weeks after a further 10 years of service.
- An employee shall be paid pro-rata long service leave after 7 years continuous service.
- For calculation purposes 1 day is defined as 7.25 hours for employees under the Officers award and 7.6 hours for employees under the Employee's award and the other state based awards;

Prior to certification of the previous enterprise agreement (EBA 2008) the long service leave rules were as applicable at the time.

Long service leave usage will be administered as per Council's Long Service Leave policy.

Sick Leave

From certification of the previous enterprise agreement (EBA 2008) sick leave rules applied equally to all employees. From certification of this agreement sick leave rules will continue to apply equally and will be as follows:

- 15 day's sick leave will be available per annum for each year of service;
- For calculation purposes 1 day is defined as 7.25 hours for employees under the Officers award and 7.6 hours for employees under the Employee's award and the other state based awards;
- The operative date for the purpose of this clause is the date of certification of this agreement for employees of Blackall - Tambo Regional Council.

Prior to certification of the enterprise agreement (EBA 2008) the sick leave rules were as applicable at the time.

Leave without Pay

After 12 months satisfactory service, leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer up to a maximum of 1 year and such leave will not constitute a break in the continuity of service of the employee.

Leave without pay for periods greater than six (6) months under these circumstances is on the understanding that Council may backfill the position and that the employee on their return will be placed in a relative vacancy at their same rate of pay if possible, and not necessarily in their previous position. For periods less than six (6) months Council will return the employee to their previous position.

This will be administered as per Council policy.

Parental Leave

Staff who qualifies for parental leave may gain additional access to annual leave and long service leave as prescribed below:

- Staff may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and /or
- Staff eligible for long service leave after seven years may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available long service leave days and being paid at half pay in accordance with the terms of this agreement.
- The combination of annual leave at half-pay and early access to long service leave at half pay together with unpaid parental leave shall not exceed 52 weeks in total.

This can either be taken concurrently, or following the taking of the new federal government paid parental leave scheme.

State Emergency Services/Rural Fire Brigade

Where an employee is a member of the Emergency Services (including Rural Fire Brigade) and are required during working hours to attend an emergency, there will be no loss of ordinary time pay for the period agreed to by Council.

Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by Council and such leave will be recognized for the accrual of entitlements.

On approach from SES or Rural Fire Brigade, an employee may be granted leave for training purposes provided such training is in line with Council's Training Policy.

16. Other Conditions

Employment Relations

Union Encouragement

Council recognizes its responsibility under the Full Bench of the Queensland Industrial Relations Commission issued "Statement of Policy on Union Encouragement" (reported V165QGIG Folio 221) that encourages an Employee to join and maintain financial membership of the Union.

Council will provide for Union Participation as per the Local Government Employees Award - Clauses 11.4 and 11.5.

Documentation to be provided by employer

At the point of engagement, the Employer shall advise employees 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.

The Employer shall also identify the existence of a Union encouragement clause in this Award.

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.

Deduction of union fees

The Employer shall, on the request in writing 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.

Trade Union Training Leave

Paid leave of absence of up to five (5) days per calendar year may be granted to employees who are recognized Union delegates to attend trade union training, ACTU or specific union courses approved by the Branch Executive of the union. Provided that the operations of Council will not be unduly disrupted

Trade Union Entry to the Workplace

Following consultation with relevant management, authorized officers of the Union will have rights of access and entry to the premises of Council as per the relevant Act. Examples of this may be as follows;

- Meeting with workplace delegates; and
- Meeting with members of staff, and
- Meeting with relevant management team members on matters associated with this agreement or current industrial workplace issues

Alcohol/Drug Testing

Council may carry out random testing of employees, during their duty hours, for substance-induced impairment. Such testing shall be regulated by Council policy.

Council policy on this topic will be developed, presented to the Consultative Committee and implemented in consultation with the parties to this agreement.

Maximum Use of Plant

One object of this Agreement is to get the maximum benefit and use of Council's plant. Where necessary, particularly on specific projects more than one driver may be used to operate an item of plant over an extended period of time.

17. Performance / Productivity Measures (weighting 100%)

The parties agree that existing productivity and customer service must be improved. Key Performance Indicators (KPIs) have been established to monitor progress toward the achievement of critical business goals of the Council. KPI data will be reviewed regularly by the Workplace Consultative Committee to assess achievement of performance targets. Outcomes from this review and subsequent changes (if required) will form part of the ongoing process of continuous improvement. A summary of KPI data will be provided to all employees.

If the employees covered by this agreement achieve a 75% majority of the performance indicators set out below, they will receive the additional salary increases as outlined in clause 14.

Workplace Health & Safety (weighting 20%)

Aside from its statutory obligations, the Blackall-Tambo Regional Council is committed to the promotion of a safe and healthy working environment for all employees. The Council has employed a qualified Workplace Health and Safety Officer, has adopted a Workplace Health and Safety manual and is active in the area of Workplace Health and Safety through the work of the Workplace Health and Safety Committee. Satisfaction of the following would indicate an appropriate level of performance for the activities:-

- That the WPH&S Committee meets at least six times a year. **(4%)**
- That all employees continue to maintain a commitment to Workplace Health & Safety and such commitment will be verified with continual improvement by way of audit. **(4%)**
- That 90% of site safety inspections carried out by the Workplace Health & Safety Officer be categorised as 90% complying. **(4%)**
- That no fines or breaches of the WHS Act be issued. **(4%)**.
- That lost time injury frequency rate not exceed XX % in any one financial year.(XX % to be agreed upon by the Consultative Committee). **(4%)**

Quality Assurance (weighting 20%)

The Council has implemented for its road works operations a quality system based on the requirements of AS/NZSISO9002. This system is currently certified on second party audit by the Main Roads Department. The Main Roads Department certification is valid for a period of three years. Each year the Main Roads Department conducts a compliance audit to assess the annual status of the system. In addition, the Council conducts its own program of internal audits. Maintenance of the system and second party certification for Main Roads is critical to the ongoing success of the Council's Road Works operations. Satisfaction of the following indicators would indicate an appropriate level of performance for this activity:-

- That recertification is achieved every three years on first attempt. **(4%)**
- That annual compliance audits by Main Roads Department are passed on first attempt. **(4%)**
- That employee's continue to embrace the Quality Assurance concept and participate in the continued implementation and development of the system. **(3%)**
- That the Quality Management Committee meets quarterly. **(3%)**
- That all action requests be satisfactorily resolved within seven (7) working days of date that the action request has been lodged. (Provision) Where for the reason outside of the control of Council staff, an action request cannot be dealt with, then the action request may be referred to the Chief Executive Officer who shall give consideration to exclude this action request. **(3%)**
- That Council conducted program of internal audits are either passed first time or rectifiable actions taken within seven (7) working days. **(3%)**

Stores (weighting 10%)

Council operates a store and such a system should balance at all times. As an audit requirement Council is committed to improving the current procedures within the store to ensure compliance. To achieve this, stores will be measured by the number of inconsistencies in the stock take. The maximum number of inconsistencies in the stock take will be less than 1.0% of the total number of store items can be out of balance.

Plant Revenue (weighting 20%)

Council derives considerable revenue from the hire of plant/machinery. This revenue supplements the revenue raised by rating of shire residents. To ensure that Council is efficiently operating its plant/machinery operations a performance indicator to reflect same has been implemented. To achieve this, plant/machinery will be measured as a percentage of revenue over expenditure (excluding depreciation) which is currently 2.0% and a variation of + or - 5% will be allowed.

Absenteeism (weighting 10%)

Absenteeism can contribute to inefficiencies in Council activities and it is desirable to strike out absenteeism. Any measures in respect to absenteeism should not prejudice the use of sick days by employees who have genuine or valid medical reasons for taking such leave.

The performance indicator (measured over the immediate past 12 months on a monthly basis) is based on the average number of hours of sick leave taken by all employees_(excluding trainees) covered under this agreement. The indicator is set at the equivalent of four (4) days per person.

Note: Family/Carers leave deducted from sick leave entitlements shall not be counted towards the indicator.

Annual Leave Accrual (weighting 10%)

The number of employees whose annual leave accrual exceeds two (2) years entitlement must not exceed five (5) employees at the end of any financial year.

Long Service Leave Accrual (weighting 10%)

The number of employees whose long service leave accrual exceeds an agreed weekly amount agreed to by the parties by 30 September 2011 [as per the note below] must not exceed an agreed amount of employees agreed to by the parties by 30 September 2011 [as per the note below] at the end of the financial year.

Note: The parties agree to finalise all KPIs listed above, and/or any other KPIs agreed by the Consultative Committee, by 30 September 2011(or earlier if possible), which will allow a reasonable period of measurement before the first KPI wage increase on 1 January 2012.

19. Schedule 1 - Salary / Wage Rates

Local Government Officers Award

LEVEL	CURRENT RATE ANNUAL	1 JUL 11 +\$35 week	1 JAN 12 Possible +\$5 week KPI	1 JUL 12 +\$25 week	1 JUL 12 Possible +\$10 week KPI	1 JUL 13 +\$25 week	1 JUL 13 Possible +\$10 week KPI
8.5	68074.60	69894.60	70154.60	71454.60	71974.60	73274.60	73794.60
8.4	66631.60	68451.60	68711.60	70011.60	70531.60	71831.60	72351.60
8.3	65188.60	67008.60	67268.60	68568.60	69088.60	70388.60	70908.60
8.2	63650.60	65470.60	65730.60	67030.60	67550.60	68850.60	69370.60
8.1	62113.60	63933.60	64193.60	65493.60	66013.60	67313.60	67833.60
7.3	60575.60	62395.60	62655.60	63955.60	64475.60	65775.60	66295.60
7.2	59294.60	61114.60	61374.60	62674.60	63194.60	64494.60	65014.60
7.1	58013.60	59833.60	60093.60	61393.60	61913.60	63213.60	63733.60
6.3	56732.60	58552.60	58812.60	60112.60	60632.60	61932.60	62452.60
6.2	55450.60	57270.60	57530.60	58830.60	59350.60	60650.60	61170.60
6.1	54169.60	55989.60	56249.60	57549.60	58069.60	59369.60	59889.60
5.3	52888.60	54708.60	54968.60	56268.60	56788.60	58088.60	58608.60
5.2	52119.60	53939.60	54199.60	55499.60	56019.60	57319.60	57839.60
5.1	51454.60	53274.60	53534.60	54834.60	55354.60	56654.60	57174.60
4.4	50686.60	52506.60	52766.60	54066.60	54586.60	55886.60	56406.60
4.3	49917.60	51737.60	51997.60	53297.60	53817.60	55117.60	55637.60
4.2	49252.60	51072.60	51332.60	52632.60	53152.60	54452.60	54972.60

LEVEL	CURRENT RATE - ANNUAL	1 JUL 11 +\$35 week	1 JAN 12 Possible +\$5 week KPI	1 JUL 12 +\$25 week	1 JUL 12 Possible +\$10 week KPI	1 JUL 13 +\$25 week	1 JUL 13 Possible +\$10 week KPI
4.1	48483.60	50303.60	50563.60	51863.60	52383.60	53683.60	54203.60
3.4	47715.60	49535.60	49795.60	51095.60	51615.60	52915.60	53435.60
3.3	46946.60	48766.60	49026.60	50326.60	50846.60	52146.60	52666.60
3.2	46177.60	47997.60	48257.60	49557.60	50077.60	51377.60	51897.60
3.1	45689.60	47509.60	47769.60	49069.60	49589.60	50889.60	51409.60
2.4	44921.60	46741.60	47001.60	48301.60	48821.60	50121.60	50641.60
2.3	44412.60	46232.60	46492.60	47792.60	48312.60	49612.60	50132.60
2.2	43643.60	45463.60	45723.60	47023.60	47543.60	48843.60	49363.60
2.1	42874.60	44694.60	44954.60	46254.60	46774.60	48074.60	48594.60
1.6	42095.60	43915.60	44175.60	45475.60	45995.60	47295.60	47815.60
1.5	41431.60	43251.60	43511.60	44811.60	45331.60	46631.60	47151.60
1.4	40662.60	42482.60	42742.60	44042.60	44562.60	45862.60	46382.60
1.3	39893.60	41713.60	41973.60	43273.60	43793.60	45093.60	45613.60
1.2	39072.60	40892.60	41152.60	42452.60	42972.60	44272.60	44792.60
1.1	38559.60	40379.60	40639.60	41939.60	42459.60	43759.60	44279.60

Casual loading (plus 25% of the applicable rate)

Juniors

UNDER 17 55% of Lvl 1.1

17 YEARS 60% of Lvl 1.1

18 YEARS 70% of Lvl 1.1

19 YEARS 80% of Lvl 1.1

20 YEARS 90% of Lvl 1.1

Local Government Employees Award

LEVEL	CURRENT RATE - WEEKLY	1 JUL 11 +\$35 week	1 JAN 12 Possible +\$5 week KPI	1 JUL 12 +\$25 week	1 JUL 12 Possible +\$10 week KPI	1 JUL 13 +\$25 week	1 JUL 13 Possible +\$10 week KPI
9	853.40	888.40	893.40	918.40	928.40	953.40	963.40
8	832.60	867.60	872.60	897.60	907.60	932.60	942.60
7	813.70	848.70	853.70	878.70	888.70	913.70	923.70
6	792.90	827.90	832.90	857.90	867.90	892.90	902.90
5	772.00	807.00	812.00	837.00	847.00	872.00	882.00
4	759.60	794.60	799.60	824.60	834.60	859.60	869.60
3	749.10	784.10	789.10	814.10	824.10	849.10	859.10
2 Garbage	816.28	851.28	856.28	881.28	891.28	916.28	926.28
2	738.70	773.7	778.7	803.7	813.70	838.70	848.70
1	728.30	763.30	768.30	793.30	803.30	828.30	838.30
6 Month Probation	717.90	752.90	757.90	782.90	792.90	817.90	827.90

Casual loading (plus 23% of the applicable rate).

Junior Rates - % of relevant adult rate

Under 17 years old - 55%

Under 18 years old - 65%

Under 19 years old - 75%

Under 20 years old - 85%

Engineering Award

LEVEL	CURRENT RATE	1 JUL 11 +\$35 week	1 JAN 12 Possible +\$5 week KPI	1 JUL 12 +\$25 week	1 JUL 12 Possible +\$10 week KPI	1 JUL 13 +\$25 week	1 JUL 13 Possible +\$10 week KPI
C2(b)	1016.30	1051.30	1056.30	1081.30	1091.30	1116.30	1126.30
C2(a)	978.60	1013.60	1018.60	1043.60	1053.60	1078.60	1088.60
C3	957.70	992.70	997.70	1022.70	1032.70	1057.70	1067.70
C4	916.00	951.00	956.00	981.00	991.00	1016.00	1026.00
C5	894.60	926.60	934.60	959.60	969.60	994.60	1004.60
C6	874.30	909.30	914.30	939.30	949.30	974.30	984.30
C7	832.60	867.60	872.60	897.60	907.60	932.60	942.60
C8	813.70	848.70	853.70	878.70	888.70	913.70	923.70
C9	792.90	827.90	832.90	857.90	867.90	892.90	902.90
C10 100%	772.00	807.00	812.00	837.00	847.00	872.00	882.00
C11	738.30	773.30	788.30	803.30	813.30	838.30	848.30
C12	717.40	752.40	757.40	782.40	792.40	817.40	827.40
C13	694.90	729.90	734.90	759.90	769.90	794.90	804.90
C14	678.20	713.20	718.20	743.20	753.20	778.2	788.20

Casual loading (plus 23% of the applicable rate).

App. Yr. 1 (40% OF C10)
 App. Yr. 2 (55% OF C10)
 App. Yr. 3 (75% OF C10)
 App. Yr. 4 (90% OF C10)
 App. Yr. 1 (ADULT-75% C10)
 App. Yr. 2 (ADULT-80% C10)
 App. Yr. 3 (ADULT-84% C10)
 App. Yr. 4 (ADULT-90% C10)

Building Trade Public Sector Award

LEVEL	CURRENT RATE	1 JUL 11 +\$35 week	1 JAN 12 Possible +\$5 week KPI	1 JUL 12 +\$25 week	1 JUL 12 Possible +\$10 week KPI	1 JUL 13 +\$25 week	1 JUL 13 Possible +\$10 week KPI
BT3	813.70	848.70	853.70	878.70	888.70	913.70	923.70
BT2	792.90	827.90	832.90	857.90	867.90	892.90	902.90
BT1 100%	772.00	807.00	812.00	837.00	847.00	872.00	882.00
BW2	753.30	788.30	793.30	818.30	828.30	853.30	863.30
BW1(d)	738.30	773.70	778.30	803.30	813.30	838.30	848.30
BW1(c)	728.30	763.30	768.30	793.30	803.30	828.30	838.30
BW1(b)	719.90	754.90	759.90	784.90	794.90	819.90	829.90
BW1(a)	707.40	742.40	747.40	772.40	782.40	807.40	817.40

Casual loading (plus 23% of the applicable rate)

App. Yr. 1 (40% OF C10)
 App. Yr. 2 (55% OF C10)
 App. Yr. 3 (75% OF C10)
 App. Yr. 4 (90% OF C10)
 App. Yr. 1 (ADULT-75% C10)
 App. Yr. 2 (ADULT-80% C10)
 App. Yr. 3 (ADULT-84% C10)
 App. Yr. 4 (ADULT-90% C10)

Children's Services Award

LEVEL	CURRENT RATE	1 JUL 11 +\$35 week	1 JAN 12 Possible +\$5 week KPI	1 JUL 12 +\$25 week	1 JUL 12 Possible +\$10 week KPI	1 JUL 13 +\$25 week	1 JUL 13 Possible +\$10 week KPI
Assist CSW Unqual Y1	628.80	663.80	668.80	693.80	703.80	728.80	738.80
Assist CSW Unqual Y2	651.30	686.30	691.30	716.30	716.30	751.30	761.30
Assist CSW Unqual Y3	673.80	708.80	713.80	738.80	748.80	773.80	783.80
CSW 1 Yr Qual Yr 1	713.80	748.80	753.80	778.80	788.80	813.80	823.80
CSW 1 Yr Qual Yr 2	728.80	763.80	768.80	793.80	803.80	828.80	838.80
CSW 1 Yr Qual Yr 3	743.80	778.80	783.80	808.80	818.80	843.80	853.80
GL 1 Yr Qual Y1	778.80	813.80	818.80	843.80	853.80	878.80	888.80
GL 1 Yr Qual Y2	791.30	823.60	831.30	856.30	866.30	891.30	901.3
GL 1 Yr Qual Y3	803.80	838.80	843.80	868.80	878.80	903.80	913.80
GL 2 Yr Qual Y1	843.80	878.80	883.80	908.80	918.80	943.80	953.80
GL 2 Yr Qual Y2	856.30	891.30	896.30	921.30	931.30	956.30	966.30
GL 2 Yr Qual Y3	868.80	903.80	908.80	933.80	943.80	968.80	979.80
Dir 3 Yr Qual Yr 1	988.80	1023.80	1028.80	1053.80	1063.80	1088.80	1098.80
Dir 3 Yr Qual Yr 2	1003.80	1038.80	1043.80	1068.80	1078.80	1103.80	1113.80
Dir 3 Yr Qual Yr 3	1021.30	1056.30	1061.30	1086.30	1096.30	1121.30	1131.30
Dir 3 Yr Qual Yr 4	1038.80	1073.80	1078.80	1103.80	1113.80	1138.80	1148.80
Dir 3 Yr Qual Yr 5	1056.30	1091.30	1096.30	1121.30	1131.30	1156.30	1166.30
Dir 3 Yr Qual Yr 6	1073.80	1108.80	1113.80	1138.80	1148.80	1173.80	1183.80
Dir 3 Yr Qual Yr 7	1086.30	1121.30	1126.30	1151.30	1161.30	1186.30	1196.30
Dir 3 Yr Qual Yr 8	1098.80	1133.80	1138.80	1163.80	1173.80	1198.80	1208.80
Dir 3 Yr Qual Yr 9	1108.80	1143.80	1148.80	1173.80	1183.80	1208.80	1218.80

Casual loading (plus 23% of the applicable rate)

Award for Accommodation and Care Services Employees for Aged persons

LEVEL	CURRENT RATE	1 JUL 11 +\$35 week	1 JAN 12 Possible +\$5 week KPI	1 JUL 12 +\$25 week	1 JUL 12 Possible +\$10 week KPI	1 JUL 13 +\$25 week	1 JUL 13 Possible +\$10 week KPI
Personal Care Attendant	629.40	664.40	669.40	694.40	704.40	729.40	739.40
Gardener	624.40	659.40	664.40	689.40	699.40	724.40	734.40
Domestic Assistant	629.40	664.40	669.40	694.40	704.40	729.40	739.40

Casual loading (plus 23% of the applicable rate).

SIGNATORIES

Signed for and on behalf of **Blackall Tambo Regional Council**..... Kenneth Timms
 In the presence of Rebecca Murray

Signed for and on behalf of the employees of **Blackall Tambo Regional Council** Sharynn Brigg
 William Dallas
 Harold Jarvis
 Donna Richardson
 Darren Webb
 Donald Wheeler
 Sharynn Lynn Brigg

In the presence of Rebecca Murray