

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Carpentaria Shire Council - Certified Agreement 2011

Matter No. CA/2011/365

Commissioner Brown

24 January 2012

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 24 January 2012 the Commission certifies the following written agreement:

Carpentaria Shire Council - Certified Agreement 2011 – CA/2011/365

Made between:

Carpentaria Shire Council

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees Queensland Services,
Industrial Union of Employees
The Australian Workers' Union of Employees, Queensland

The agreement was certified by the Commission on 24 January 2012 and shall operate from 24 January 2012 until its nominal expiry on 23 January 2014.

By agreement of all parties this cancels the Carpentaria Shire Council Certified Enterprise Bargaining Certified Agreement 2004 (CA/2005/28)

By the Commission.

Commissioner Brown

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certifying an agreement

Carpentaria Shire Council
ABN No. 59 242 797 822

AND

Queensland Services, Industrial Union of Employees
ABN No. 863 516 656 53

The Australian Workers' Union of Employees, Queensland
ABN No. 54 942 536 069

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
ABN No. 73 089 711 903

(No. CA/2011/365)

CARPENTARIA SHIRE COUNCIL – CERTIFIED AGREEMENT 2011

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 22 December 2011 between Carpentaria Shire Council, ABN 59 242 797 822 and the Queensland Services, Industrial Union of Employees; ABN No. 863 516 656 53 and Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; ABN No. 73 089 711 903 and The Australian Workers' Union of Employees, Queensland, ABN No. 54 942 536 069, witnesses that the parties mutually agree as follows:

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Carpentaria Shire Council – Certified Agreement 2011.

1.2 Purpose of the agreement

The purpose of this Agreement is to recognise the importance of a viable and efficient Local Government which delivers a diverse range of services and infrastructure to facilitate the economic development and social well being of the Carpentaria Region.

1.2.1 Employer objectives

- (a) To improve productivity through the attainment of a productivity culture.
- (b) To build and retain a skilled, motivated and reliable workforce.
- (c) To improve and maintain a high standard of performance and quality control.
- (d) To develop a positive workplace philosophy.
- (e) To strive for increased productivity and efficiency through the best use of available resources.
- (f) To facilitate flexible working arrangements within the Certified Agreement.
- (g) To maintain sustainable employment levels and recognise the importance of job security.

1.2.2 Employees objectives

- (a) To be part of a Team and not act as an individual.
- (b) To work smarter.
- (c) To have open and two way communication.

1.2.3 *Collective objectives*

- (a) The development and maintenance of a secure, safe and enjoyable work place for all based on an environment of risk minimisation, transparency, trust, honesty, dedication, dignity and respect.
- (b) To enhance skill and competency levels of employees so as to provide them with satisfying work and career opportunities.
- (c) To embrace the principles of Quality Assurance.
- (d) To embrace the Principles of Asset Management.
- (e) To develop the co-operation of all sectors of the workforce to achieve benefits for the whole Community.
- (f) To ensure that benefits from identifiable improvements in productivity and efficiency are shared between Council and employees.

1.3 **Agreement coverage**

This Agreement shall be binding upon Carpentaria Shire Council, ABN 59 242 797 822 and its employees; and the Queensland Services, Industrial Union of Employees; ABN No. 863 516 656 53 and the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; ABN No. 73 089 711 903 and The Australian Workers' Union of Employees, Queensland, ABN No. 54 942 536 069.

1.4 **Date of operation**

This Agreement shall operate from the date of certification for 2 years with an expiry date of 24 January 2012.

1.5 **Review of certified agreement**

The parties undertake to commence discussions on a replacement certified agreement, 6 months prior to the expiry of this Agreement.

1.6 **Consultative Committee**

- (a) *Composition* - To deal with ongoing communications and consultation needs, the parties to this Agreement agree to a Consultative Committee comprising four elected union/employee representatives and four management representatives.
- (b) *Purpose* - The Consultative Committee will provide a forum for consultation to positively co-operate in the process of workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.
- (c) *Objective* - The objective of the Consultative Committee is to eliminate confrontation and the exaggeration of differences between employees and Council. Consultation and co-operation should be a byword for Council's management style.
- (d) *Mutual Trust* - The parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- (e) *Positive Consultation/Negotiation* - The parties agree that a positive approach to consultation and negotiation is essential. This will be achieved by adhering to and following the agreed consultation, negotiation and grievance processes.
- (f) *Consultative Committee Meetings* - The Consultative Committee will aim to meet every 3 months or more regularly as agreed and shall conduct its operations in accordance with processes and procedures as agreed.

1.7 **Posting of agreement**

A true copy of this Agreement shall be displayed in the workplace with convenient access by employees.

1.8 Relationship to parent awards

This Agreement shall be read and interpreted wholly in conjunction with the Queensland Local Government Officers Award 1998 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999]. The Local Government Employees (excluding Brisbane City Council) Award - State 2003; Engineering Award – State 2002; Children’s Services Award - State 2006; provided that where there is any inconsistency between this Agreement and the aforementioned Awards, this Agreement shall take precedence to the extent of the inconsistency.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

At all times terms and conditions of employment will be based upon the specific business needs of the Employer and be applied within the provisions of this Agreement.

2.1 Grievance procedures

- (a) The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and Council in respect to any industrial matter and all other matters that the parties agree on and are specified herein.
- (b) Such procedures shall apply to a single employee or to any number of employees.
- (c) In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- (d) If the grievance or dispute is not resolved under Clause 2.3 (b) the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- (e) If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at Clause 2.3 (e).
- (f) If the grievance or dispute is still unresolved after discussions mentioned in Clause 2.3 (d), the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the Council. An employee who is not a member of a Union may report the grievance or dispute to senior management. This should occur as soon as it is evident that discussions under Clause 2.3 (c) will not result in resolution of the dispute and where practicable should take place within 7 days or other agreed timeframe.
- (g) If, after discussion between the parties, or their nominees mentioned in Clause 2.3 (e), the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement, then notification of the existence of the dispute may be given to the Queensland Industrial Relations Commission in accordance with the provisions of the Queensland Industrial Relations Act 1999 as amended from time to time.
- (h) Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- (i) The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed, provided that Clause 2.3 (e) shall not prejudice the rights or duties of the employee or employer.
- (j) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- (k) Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- (l) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable

period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Queensland Industrial Relations Act 1999 as amended from time to time.

2.2 Trade Union Provision

2.2.1 Union Representation

- (a) This agreement recognises the union parties to this agreement and their accredited representatives as the sole legitimate representatives of employees covered by the agreement except where those employees are not members of the union.
- (b) The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of Council.
- (c) This principle recognises the important role that employee membership of unions has in maintaining a stable, safe and efficient working environment.
- (d) The parties agree to promote this approach to union membership into the future.

2.2.2 Rights of Union Delegates

All union delegates will be afforded the following rights:

- (a) The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment.
- (b) The right to formal recognition by Council that endorsed union delegates speak on behalf of union members in the workplace.
- (c) The right to bargain collectively on behalf of those they represent.
- (d) The right to consultation and access to reasonable information about the workplace and the business.
- (e) The right to paid time to represent the interest of members to the employer and industrial tribunals.
- (f) The right to reasonable paid time during normal working hours to consult with union members.
- (g) The right to reasonable paid time off to participate in the operation of the union.
- (h) The right to reasonable paid time off to attend accredited union education.
- (i) The right to address new employees about the benefits of union membership at the time that they enter employment.
- (j) The right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
- (k) The right to place union information on a notice board in a prominent location in the workplace.
- (l) The right to take reasonable leave to work with the union.

2.2.3 Right of Entry

An official or officer of the unions shall have the right to enter the employer's establishment at any time during working hours (after requesting and receiving approval from the Council's CEO), for the purposes of conducting union business and matters incidental to union business.

2.2.4 Access for Union Officials

- (a) Council will allow unrestricted access to its employees during normal working hours to accredited officials of the union parties to this agreement.
- (b) Council will allow union delegates adequate time during normal working hours to attend to union duties.

2.2.5 *Paid Union Meetings*

The parties will promote a participative and consultative workplace environment and all employees will be encouraged to participate in paid union meetings.

2.2.6 *Payroll deduction of subscriptions*

The parties agree that the payroll system of deduction of Union fees shall continue for the duration of the Agreement.

2.2.7 *Consultation and Communication*

- (a) To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential.
- (b) The parties are committed to a consultative process that aims to effect a change in the organisation's culture through co-operation. Management will assist and support these processes by providing resources and staff to participate where required.

2.2.8 *Facilities*

The following facilities will be made available to the parties involved in any consultative forum set up in accordance with this agreement:

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay in accordance with the current relevant Enterprise Bargaining Agreement. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- (b) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.
- (c) Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this agreement.

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

PART 3 - WAGES AND ALLOWANCES

3.1 Wages History

3.1.1 Office Staff Wage Rates

The wage rates for employees were increased in terms of the following pay structure:

2%	from	27/03/96
5%	from	12/05/97
5%	from	12/05/98
2.50%	from	12/05/99
6%	from	12/05/00
0% and \$0.00	from	12/05/01
\$0.80cents per hour	from	12/05/02
\$0.80cents per hour	from	12/05/03
3%	from	12/05/04
3%	from	12/05/05
3.9%	from	01/12/06
4.5%	from	31/10/07
5.6%	from	31/10/08
2.5%	from	02/12/09
4.0%	from	01/12/10

A new hourly rate was calculated using a loaded rate system based on the following method:

Calculating the total for 7.25 ordinary hours and 0.25 hours overtime at time-and-a-half and dividing the total by 7.5 to achieve a loaded hourly rate.

3.1.2 Foremen, Storemen and Overseers Wage Rates

The wage rates for employees were increased in terms of the following pay structure:

2%	from	27/03/96
5%	from	12/05/97
5%	from	12/05/98
2.50%	from	12/05/99
6%	from	12/05/00
0% and \$0.00	from	12/05/01
\$0.80cents per hour	from	12/05/02
\$0.80cents per hour	from	12/05/03
3%	from	12/05/04
3%	from	12/05/05
3.9%	from	01/12/06
4.5%	from	31/10/07
5.6%	from	31/10/08
2.5%	from	02/12/09
4.0%	from	01/12/10

A new hourly rate was calculated using a loaded rate system based on the following method:

Calculating the total for 7.6 ordinary hours and 1.4 hours overtime at time-and-a-half and dividing the total by 9 to achieve a loaded hourly rate.

3.1.3 Outdoor Workers Wage Rates

The wage rates for employees were increased in terms of the following pay structure:

2%	from	27/03/96
2.74%	from	12/05/97
5%	from	12/05/98
2.5%	from	12/05/99
6%	from	12/05/00
0% & \$0.00	from	12/05/01
\$0.80 cents per hour	from	12/05/02
\$0.80 cents per hour	from	12/05/03
3%	from	12/05/04
3%	from	12/05/05
3.9%	from	01/12/06
4.5%	from	31/10/07
5.6%	from	31/10/08
2.5%	from	02/12/09
4.0%	from	01/12/10

A new hourly rate was calculated using a loaded rate system based on the following method:

Calculating the total for 7.6 ordinary hours and 1.4 hours overtime at time-and-a-half and dividing the total by 9 to achieve a loaded hourly rate.

3.1.4 10/4 Roster Staff Wage Rates

The increases applied above in clauses 3.1.2 and 3.1.3 will apply to 10/4 roster staff. In addition, their wages were to be administered differently.

10/4 roster staff will be paid for a 9 hour day, 45 hour week at the loaded hourly rate for 52 weeks of the year. Leave loading will apply to annual leave taken and allowances will be applied when appropriate.

3.1.5 Child Care Workers Wage Rates

Child care workers were included in enterprise bargaining for the first time in the 2004 agreement. No percentage or dollar increases awarded under previous agreements were to apply to child care workers.

The wage rates for employees were increased in terms of the following pay structure:

3%	from	12/05/04
3%	from	12/05/05
3.9%	from	01/12/06
4.5%	from	31/10/07
5.6%	from	31/10/08
2.5%	from	02/12/09
4.0%	from	01/12/10

The first 3% increase applied to the November 2003 rates of the Child Care Award – State. Subsequent increases were to be compounded on these 2003 base rates.

A new hourly rate was calculated using a loaded rate system based on the following method:

Calculating the total for 7.6 ordinary hours and .4 hours overtime at time-and-a-half and dividing the total by 8 to achieve a loaded hourly rate.

3.2 Wage Increases

The wage rates for employees will be increased in terms of the following pay structure:

3.8%	from	14/12/2011
3.8%	from	12/12/2012
3.9%	from	01/12/06
4.5%	from	31/10/07
5.6%	from	31/10/08
2.5%	from	02/12/09
4.0%	from	01/12/10

A schedule of wage rates to apply during the life of this agreement is attached as Schedule 1.

Historically wages rates were calculated on a loaded hourly rate, these rates have been subject to across the board percentage increases since 2004 and the application of these increases has skewed the calculations. At the commencement of this Agreement the intent is for the wage rates to continue as paid rates which include an overtime component. The standard fortnightly hours of work for each category of staff will be in accordance with Clause 4.

3.3 State Wage Case Adjustments

Any State Wage Case increases awarded during the term of this agreement are to be absorbed into the above increases.

3.4 Allowances

3.4.1 Annualised Allowance payment

Outdoor employees and cleaners will be paid an allowance of \$5.50 per week in lieu of individual payment for the under mentioned allowances as provided in the Local Government Employees (excluding Brisbane City Council) Award – State Clause 3.5 Allowances.

The annualised allowance payment will be increased by 3.8% 12/12/2012.

3.5.8	Employees removing dead animals
3.5.26	Truck Crane or Straddle Unloader
3.5.27(c)	Operator and the Driver of tar or bitumen spray units
3.5.28	Towing Caravans
3.5.33	Toilet Cleaning
3.5.34	Poison Sprays

3.4.2 10/80 Poisons

Employees who are required to use 10/80 poisons will be paid the annualised allowance payment.

3.4.3 *Camp Allowance*

All employees required to camp in Council provided accommodation, whether on 10/4 roster, other roster as determined by Council, or workshop staff repairing equipment, will be paid camp allowance at \$40 a day.

The camp allowance is not subject to any further percentage increases during the life of this agreement.

3.4.4 *Burial allowance*

- (a) Employees digging a grave will be paid \$80 allowance for such work.
- (b) Employees interring a body will be paid \$80 allowance for such work.
- (c) Employees both digging a grave and interring a body will be paid \$160 for such work.
- (d) Where more than one employee performs this work the allowance is payable to each employee so engaged.

3.4.5 *Body transfer*

- (a) Employees required to transfer a body shall be paid \$60 per transfer.
- (b) Where more than one employee performs this work the allowance is payable to each employee so engaged.

3.4.6 *Award Variations to Allowances*

Except as provided for in this Agreement, all other Award allowances shall be increased in accordance with the relevant Award.

PART 4 - HOURS OF WORK

4.1 Hours of Work

4.1.1 *Office Staff*

Office employees will work a standard seven and a half (7.5) hour day, to be paid at the loaded hourly rate.

4.1.2 *Foremen, Storemen and Overseers*

Foremen, storemen and overseers will work a standard nine (9) hour day, to be paid at the loaded hourly rate.

4.1.3 *Outdoor Workers*

Outdoor workers will work a standard nine (9) hour day, to be paid at the loaded hourly rate.

4.1.4 *10/4 Roster Staff*

The hours worked by 10/4 roster staff will be increased during the construction period and decreased during the wet season to increase productivity.

10/4 roster staff, or staff on a new and different roster, will continue to work 2340 ordinary hours per year (based on 52 weeks x 45 hours per week), paid at the loaded hourly rate.

10/4 roster hours will be broken down as follows:

6 weeks annual leave (9 hour day)	=	270 hours
12 weeks wet season (7.5 hour day)	=	450 hours
34 weeks 10/4 roster (9.53 hour day)	=	1620 hours
TOTAL	=	2340 hours per year

10/4 roster staff will work one weekend each fortnight while on roster. Penalty rates will not apply to ordinary hours worked on the rostered weekend. Hours worked on the rostered weekend in excess of 9.5 hours will be paid at penalty rates or banked as TIL.

Where other rosters are developed Council will provide the broken down hours to employees similar to the 10/4 roster breakdown provided above.

4.1.5 *Child Care Workers*

Child care workers will work a standard eight (8) hour day, to be paid at the loaded hourly rate.

4.2 **Breaks**

The two ten-minute morning and afternoon tea breaks will be combined to become one twenty (20) minute morning tea break.

Lunch breaks will be 1 hour. This can be changed by agreement to no less than 30 minutes. Office staff accruing ADO's in accordance with Clause 4.4.2 of this agreement shall have a 49 minute lunch break.

4.3 **Spread of Ordinary Hours**

Unless provided otherwise in this Agreement ordinary time, paid at the loaded hourly rate, will apply between the core business hours of 6:00am and 6:00pm, Monday to Friday. Overtime will be paid at penalty rates or banked as TIL outside of these hours.

4.3.1 *Span of ordinary hours*

- (a) The span of ordinary hours of work will be between 6.00 am and 6.00 pm, except for employees engaged in the following roles/work areas:
 - i. childcare services—the span of hours will be 6.00 am to 7.00 pm;
 - i. libraries and visitor information centres —the span of hours will be 8.00 am to 9.00 pm; and
 - ii. aerodromes, airports, caretakers, catering, cleaners, community services, garbage, sanitary and sullage services, hall keepers, hospitality, livestock and saleyards, local law enforcement and community safety services, parking station attendants, recreation centres and tourism services—the span of hours will be 5.00 am to 10.00 pm.
- (b) Where such employees are required to work their ordinary hours before or after the hours shown in Clause 4.3 an additional amount of 25% of the hourly rate shall be paid for the hours worked outside the normal span.
- (c) The span of ordinary hours outlined in this Clause may be varied by mutual agreement between Management and the employees affected; variations will be confirmed in writing.

4.4 **Flexible Working Hours**

- (a) Employees, with prior management approval may elect to work their ordinary hourly day, being 7.5 hours for office staff, 9 hours for outdoor staff and 8 hours for child care workers, anytime within the established core business hours.
- (b) Office Employees (those who work in accordance with Clause 4.1.1) may accrue 6 ADO's per annum by working an additional 11 minutes per day, taking a 49 minute lunch break, instead of an hour lunch break. The accrued days to be taken as an accumulated day off (ADO) every 8 weeks. ADO's must be taken within the 8 weeks settlement period at a mutually agreeable time. Accrual of ADO's up to a maximum of 3 is subject to approval by the relevant Manager. All ADO's must be cleared by 1 January each year.

4.5 **Time in Lieu (TIL)**

- (a) Hours worked in excess of the ordinary hourly day, being 7.5 hours for office staff and 9 hours for outdoor staff and 8 hours for child care workers, can be banked as TIL at the employee's election.
- (b) When required by Management additional hours worked inside the core business hours will be banked as TIL at penalty rates.
- (c) Hours worked inside the core business hours will banked hour for hour.

- (d) Hours worked outside of core business hours will be banked at the relevant penalty rate.
- (e) A minimum of thirty (30) minutes must be worked before time is banked. Following the initial thirty (30) minutes, TIL will be banked in fifteen (15) minute increments.
- (f) TIL taken will be paid as ordinary time at the loaded rate. Any allowances applying to ordinary time will apply to TIL taken.
- (g) A maximum TIL balance of two (2) days TIL is permitted at any time.
- (h) Additional TIL may be banked above 2 days on a case by case basis, with the approval of the relevant Manager.
- (i) Management approval is required before any overtime/TIL is worked.

PART 5 - STATUTORY HOLIDAYS, LEAVE

5.1 Annual leave

- (a) Annual leave will accrue at the rate of six (6) weeks per annum. The six weeks includes provision for all staff to take paid leave over the Christmas closedown. Annual leave days will be paid at the loaded rate and calculated on the employee's ordinary hourly day, being 7.5 hours for office staff, 9 hours for outdoor staff and 8 hours for child care workers, from the date of this agreement.
- (b) A maximum accrual balance of twelve (12) weeks annual leave is permitted at any time.
- (c) Leave loading of 17.5% will be paid on the loaded rate for the full 6 weeks of leave accrued per annum.

5.2 Personal leave

- (a) Personal leave days will be accrued at 15 days per annum and paid at the loaded hourly rate, calculated on the employee's ordinary hourly day, being 7.5 hours for office staff, 9 hours for outdoor staff and 8 hours for child care workers, from the date of this agreement.
- (b) From 12 May 2001, 50 % of all personal leave accrued after 12 May 2001 and not taken will be paid to each employee at termination. To obtain this benefit, each employee must supply a doctor's certificate on each occasion when that employee uses personal leave, after one day of leave is taken.
- (c) From 12 May 2001 all personal leave may be utilised as family leave. The award conditions of use of family leave will apply.

5.3 Long service leave

Long service leave will accrue at 13 weeks after 10 years continuous service. Pro-rata entitlements will be paid on termination or death, or for any reason other than misconduct, after 7 years continuous service. Long service leave will be paid at the loaded rate and calculated based on the ordinary hourly week being 37.5 hours for office staff, 45 hours for outdoor staff and 40 hours for child care workers.

5.4 Short Term Unpaid Leave

In special circumstances, employees may apply for short-term leave without pay outlining the reasons for such leave.

The granting of the leave will be subject to the convenience of Council and is to be approved by the CEO or an officer with delegated authority.

5.5 Flood Conditions

In situations where flooding or other conditions prevent work being performed; employees may elect to apply for annual leave, long service leave or TIL. Alternately employees may be stood down for the duration of the flood conditions.

5.6 Natural disaster leave

Employees who are prevented from attending their normal place of employment because of floods, cyclonic disturbances or severe storms may be granted leave in the following circumstances:

- (a) an employee is unable to attend at the normal place of employment;
 - (b) an employee is absent from the usual place of residence on approved leave or during a weekend and is unable to return in sufficient time;
 - (c) an employee is required to return to his/her home before the usual ceasing time to ensure his/her own safety, the protection of family and property or the availability of transport facilities which may be disrupted or discontinued because of weather conditions;
 - (d) an employee must of necessity remain at home to safe-guard family or property;
 - (e) an employee remains at home to have temporary repairs effected, restore belongings, clean up etc.;
- For an employee affected by a disaster due to the aforementioned circumstances 2 days' paid leave per occurrence is available to all non-casual staff. Requests for leave beyond 2 days will be considered relevant to individual circumstances, weather conditions etc. Any approved natural disaster leave beyond 2 days would be approved leave without pay.

PART 6 - GENERAL PROVISIONS

6.1 No extra claims

The parties agree that there shall be no further wage increases during the life of this agreement except where consistent with a State or National Safety Net Wage Case decision.

6.2 Code of Conduct

- (a) Carpentaria Shire Council expects the highest standard of ethics and integrity from all employees whether employed in management, supervisory or operational roles.
- (b) The Council and its employees will strive for excellence in all things.
- (c) Employees within all roles have a responsibility to strive to continuously improve skills including communication and service delivery skills.
- (d) Potential conflicts of interest should be avoided and action taken to remove the conflict.
- (e) Employer confidential information shall not be shared with third parties.
- (f) Unauthorised public statements shall not be made.
- (g) Equal opportunities shall be made available for all.
- (h) All employees will comply with Carpentaria Shire Council's Code of Conduct and Policies to ensure that the reputation of the Council is maintained.

6.3 Uniforms and personal protective equipment

- (a) Employees will wear the approved uniform while on duty.
- (b) Personal protective equipment will be worn as required under Council's policy and individual risk assessment of work undertaken. Employees will care for the equipment in their custody and maintain all items in good order.

6.4 Absenteeism control and management procedure

- (a) The parties recognise that absenteeism constitutes a significant employment issue and cost overhead, and will collaborate on reducing its incidence.
- (b) After an employee has taken six (6) personal leave days on four (4) or more occasions without a medical certificate from a duly qualified medical practitioner in any twelve (12) month period, he/she may be interviewed by their direct supervisor/manager and asked to provide the reasons for their absences.

- (c) At management's discretion the employee may be required to provide a medical certificate for each personal leave day for the next three (3) months, and the employee's attendance will be monitored.
- (d) Failure to improve may result in a further medical certificate restriction being imposed. Should the employee's attendance fail to improve after six (6) months then formal counselling and performance management will be initiated. This may result in the employee being issued with a warning.
- (e) Meetings will be documented and a file note and placed in the employee's personnel file; similarly improvement and lifting of medical certificate restrictions will be documented and placed on the employee's personnel file.
- (f) Council may request the employee to undertake a medical assessment with Council's Doctor or another medical provider and Council will pay the cost of such medical assessment.
- (g) Employee's who have a long term illness which results in their being absent from work for more than two (2) weeks will be required to provide a clearance from their treating Doctor or Specialist.
- (h) Clearance certificates should state whether there are any restrictions placed on the employee. Expiration of a medical certificate is not considered a clearance.
- (i) Council will endeavour to provide suitable duties and will develop a return to work plan for employees who are returning to work with restrictions after a long term illness or injury.

These provisions shall apply to all categories of employees covered by this collective agreement.

6.5 Higher Duties

- (a) *Outdoor employees Short Daily Appointments to Higher Duties*- Outdoor employees where required by Council to cover absences in excess of 4 hours will be paid for the time performing the higher duties.
- (b) *Other Employees More than 5 Days Appointment* - Other employees formally appointed to higher duties for a period of more than 5 working days, will be paid at the entry level rate of pay for the classification.

6.6 Remote response

- (a) An employee who is in receipt of an on call allowance and available to immediately:
 - Respond to phone calls or messages;
 - Provide advice ('phone fixes');
 - Arrange call out/rosters of other employees; and
 - Remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter rounded up to the next 15 minutes.
- (b) An employee remotely responding will be required to maintain and provide to the Council a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the next 30 minutes provided that any further calls within the 30 same minutes are not paid.

6.7 Salary Sacrificing

Council will cooperate and facilitate any employee undertaking salary sacrificing on the basis that all arrangements are lawful arrangements in accord with Australian Taxation Law applicable to the Council and the employee. Salary sacrificing arrangements must be on a cost neutral basis to Council.

6.8 Travelling time for meetings/conferences/training

- (a) An employee has no automatic right to travel time. Travel time must be approved prior to commencement of travel and must be incurred in accordance with Council policy.
- (b) *Travelling Time at Ordinary Rates* – All time spent travelling to official meetings, training and/or conferences, or to conduct work on behalf of Council will be paid for at ordinary time subject to transport arrangements and the employees span of daily ordinary hours.

- (c) *Time in Lieu (TIL) for Travelling Time Outside of Usual Span of Hours* – Where an employee is required to travel outside their span of daily ordinary hours, all such time will be deemed to be TIL accrued at one hour per hour travelled.

6.9 Payment of all monies owed to the Council on termination

It is agreed by all Parties that where employees request in writing and the Council agrees in writing to deduct monies from the employee's wages for the purposes of repaying monies owing for services provided by the Council, any monies still owing at termination shall be deducted from the employee's termination payments. Council may pay final monies owed within 2 ordinary business days of termination.

6.10 Closing day for pay period

- (a) The closing day for the pay period will be Tuesday to enable accurate completion of timesheets.
- (b) The Council has fortnightly pay periods, which commence every second Wednesday.

SCHEDULE 1 – Wages & Salaries

Office Staff
Based on a 37.5 hour week

			Current as at 01/12/10	Plus 3.8% effective 14/12/11	Plus 3.8% effective 12/12/12
LGO	1/1		\$40,488.45	\$42,027.01	\$43,624.04
LGO	1/2		\$41,311.24	\$42,881.07	\$44,510.55
LGO	1/3		\$42,460.54	\$44,074.04	\$45,748.86
LGO	1/4		\$43,694.21	\$45,354.59	\$47,078.06
LGO	1/5		\$44,606.08	\$46,301.11	\$48,060.55
LGO	1/6		\$45,837.80	\$47,579.64	\$49,387.66
LGO	2/1		\$47,087.04	\$48,876.35	\$50,733.65
LGO	2/2		\$48,320.06	\$50,156.22	\$52,062.15
LGO	2/3		\$49,553.72	\$51,436.76	\$53,391.36
LGO	2/4		\$50,786.74	\$52,716.63	\$54,719.87
LGO	3/1		\$52,018.46	\$53,995.16	\$56,046.97
LGO	3/2		\$53,251.47	\$55,275.03	\$57,375.48
LGO	3/3		\$54,485.14	\$56,555.57	\$58,704.68
LGO	3/4		\$55,718.15	\$57,835.44	\$60,033.19
LGO	4/1		\$56,949.87	\$59,113.97	\$61,360.30
LGO	4/2		\$58,182.89	\$60,393.84	\$62,688.80
LGO	4/3		\$59,416.55	\$61,674.38	\$64,018.01
LGO	4/4		\$60,649.54	\$62,954.23	\$65,346.49
LGO	5/1		\$61,881.29	\$64,232.78	\$66,673.62
LGO	5/2		\$63,114.30	\$65,512.65	\$68,002.13
LGO	5/3		\$64,347.97	\$66,793.19	\$69,331.33
LGO	6/1		\$66,401.91	\$68,925.19	\$71,544.34
LGO	6/2		\$68,456.51	\$71,057.86	\$73,758.06
LGO	6/3		\$70,512.40	\$73,191.87	\$75,973.16
LGO	7/1		\$72,566.35	\$75,323.87	\$78,186.18
LGO	7/2		\$74,620.94	\$77,456.54	\$80,399.89
LGO	7/3		\$76,675.54	\$79,589.21	\$82,613.60
LGO	8/1		\$79,141.57	\$82,148.95	\$85,270.61
LGO	8/2		\$81,606.95	\$84,708.02	\$87,926.92
LGO	8/3		\$84,072.98	\$87,267.76	\$90,583.93
LGO	8/4		\$86,387.16	\$89,669.87	\$93,077.33
LGO	8/5		\$88,701.34	\$92,071.99	\$95,570.72

Outdoor Workers LGO Staff (Foremen, Storemen and Overseers)
Based on a 45 hour week

			Current as at 01/12/10	Plus 3.8% effective 14/12/11	Plus 3.8% effective 12/12/12
LGO	1/1		\$49,059.28	\$50,923.53	\$52,858.63
LGO	1/2		\$50,057.66	\$51,959.85	\$53,934.32
LGO	1/3		\$51,453.05	\$53,408.27	\$55,437.78
LGO	1/4		\$52,949.66	\$54,961.74	\$57,050.29
LGO	1/5		\$54,060.88	\$56,115.19	\$58,247.57
LGO	1/6		\$55,555.52	\$57,666.63	\$59,857.96
LGO	2/1		\$57,071.58	\$59,240.30	\$61,491.43
LGO	2/2		\$58,568.19	\$60,793.78	\$63,103.94
LGO	2/3		\$60,064.78	\$62,347.24	\$64,716.44
LGO	2/4		\$61,561.37	\$63,900.70	\$66,328.93
LGO	3/1		\$63,056.03	\$65,452.16	\$67,939.34
LGO	3/2		\$64,552.62	\$67,005.62	\$69,551.83
LGO	3/3		\$66,049.21	\$68,559.08	\$71,164.33
LGO	3/4		\$67,545.82	\$70,112.56	\$72,776.84
LGO	4/1		\$69,040.46	\$71,664.00	\$74,387.23
LGO	4/2		\$70,537.07	\$73,217.48	\$75,999.74
LGO	4/3		\$72,033.66	\$74,770.94	\$77,612.24
LGO	4/4		\$73,530.25	\$76,324.40	\$79,224.73
LGO	5/1		\$75,024.91	\$77,875.86	\$80,835.14
LGO	5/2		\$76,521.50	\$79,429.32	\$82,447.63
LGO	5/3		\$78,018.11	\$80,982.80	\$84,060.14
LGO	6/1		\$80,511.13	\$83,570.56	\$86,746.24
LGO	6/2		\$83,004.16	\$86,158.32	\$89,432.34
LGO	6/3		\$85,499.15	\$88,748.11	\$92,120.54
LGO	7/1		\$87,992.17	\$91,335.88	\$94,806.64
LGO	7/2		\$90,522.64	\$93,962.50	\$97,533.08
LGO	7/3		\$92,978.24	\$96,511.41	\$100,178.85
LGO	8/1		\$95,971.42	\$99,618.34	\$103,403.83
LGO	8/2		\$98,962.67	\$102,723.26	\$106,626.74
LGO	8/3		\$101,955.87	\$105,830.19	\$109,851.74
LGO	8/4		\$104,764.18	\$108,745.22	\$112,877.53
LGO	8/5		\$107,572.48	\$111,660.24	\$115,903.33

**Outdoor Workers LGE Staff
Based on a 45 hour week**

		Current as at 01/12/10	Plus 3.8% effective 14/12/11	Plus 3.8% effective 12/12/12
LGE	1	\$45,183.90	\$46,900.89	\$48,683.12
LGE	1(a)	\$46,213.73	\$47,969.85	\$49,792.71
LGE	2	\$47,243.56	\$49,038.82	\$50,902.29
LGE	3	\$48,273.39	\$50,107.78	\$52,011.88
LGE	3 (Refuse)	\$53,519.02	\$55,552.74	\$57,663.74
LGE	4	\$49,313.12	\$51,187.02	\$53,132.13
LGE	5	\$50,342.95	\$52,255.98	\$54,241.71
LGE	6	\$52,412.51	\$54,404.18	\$56,471.54
LGE	7	\$54,086.80	\$56,142.10	\$58,275.49
LGE	8	\$56,156.35	\$58,290.30	\$60,505.33
LGE	9	\$58,216.02	\$60,428.22	\$62,724.50
ENGC	14	\$40,460.55	\$41,998.05	\$43,593.98
ENGC	13	\$42,114.21	\$43,714.55	\$45,375.71
ENGC	12	\$44,342.20	\$46,027.21	\$47,776.24
ENGC	11	\$46,411.78	\$48,175.42	\$50,006.09
ENGC	10	\$49,550.78	\$51,433.70	\$53,388.19
ENGC	9	\$51,620.33	\$53,581.91	\$55,618.02
ENGC	8	\$53,294.62	\$55,319.82	\$57,421.97
ENGC	7	\$55,364.18	\$57,468.02	\$59,651.80
ENGC	6	\$59,493.40	\$61,754.15	\$64,100.81
ENGC	5	\$61,503.55	\$63,840.69	\$66,266.63
ENGC	4	\$63,622.63	\$66,040.29	\$68,549.82
ENGC	3	\$67,751.85	\$70,326.42	\$72,998.82
ENGC	2(a)	\$69,821.41	\$72,474.62	\$75,228.66
ENGC	2(b)	\$73,950.63	\$76,760.75	\$79,677.66

Junior Rates

Administration/Library Staff (Based off LGO 1/1)

Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
Under 17 years of age	55%	\$ 23,114.86	\$ 23,993.22
17 and under 18 years of age	60%	\$ 25,216.21	\$ 26,174.42
18 and under 19 years of age	70%	\$ 29,418.91	\$ 30,536.83
19 and under 20 years of age	80%	\$ 33,621.61	\$ 34,899.23
20 and under 21 years of age	90%	\$ 37,824.31	\$ 39,261.64

Sports Centre Staff Based on LGE 1(a)

Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
Under 18 years	60%	\$ 28,781.91	\$ 29,875.62
18 to under 19 years	75%	\$ 35,977.39	\$ 37,344.53
Adult	100%	\$ 47,969.85	\$ 49,792.71

Diesel Fitter Apprentices

Apprentice wages are based on a percentage of the Local Government Officers Award and terms and conditions of the Carpentaria Shire Council Endorsed Interim Administrative Agreement rate that the employee would be appointed on, should the officer be provided full time employment upon completion of apprenticeship. These rates are based off LGO 3/1 Outdoor.

Junior Rates (Under 21 Years)		Junior	
Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
1st year	45%	\$ 29,453.47	\$ 30,572.70
completion of first tafe	50%	\$ 32,726.08	\$ 33,969.67
2nd year	55%	\$ 35,998.69	\$ 37,366.64
completion of second tafe	60%	\$ 39,271.29	\$ 40,763.60
3rd year	75%	\$ 49,089.12	\$ 50,954.51
Adult	90%	\$ 58,906.94	\$ 61,145.41

Adult Rates		Adult	
Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
1st year	55%	\$ 35,998.69	\$ 37,366.64
completion of first tafe	60%	\$ 39,271.29	\$ 40,763.60
2nd year	65%	\$ 42,543.90	\$ 44,160.57
completion of second tafe	70%	\$ 45,816.51	\$ 47,557.54
3rd year	75%	\$ 49,089.12	\$ 50,954.51
Adult	90%	\$ 58,906.94	\$ 61,145.41

Child Care Workers
Based on a 40 hour week

		Current as at 01/12/10	Plus 3.8% effective 14/12/11	Plus 3.8% effective 12/12/12
Assistant Children's Services Worker	1/U	\$36,141.86	\$37,515.25	\$38,940.83
Assistant Children's Services Worker	2/U	\$37,562.91	\$38,990.30	\$40,471.93
Assistant Children's Services Worker	3/U	\$38,983.95	\$40,465.34	\$42,003.02
Children's Services Worker	1/1	\$41,510.25	\$43,087.64	\$44,724.97
Children's Services Worker	2/1	\$42,457.61	\$44,071.00	\$45,745.70
Children's Services Worker	3/1	\$43,404.97	\$45,054.36	\$46,766.43
Group Leader	1/1	\$45,615.48	\$47,348.87	\$49,148.13
Group Leader	2/1	\$46,404.95	\$48,168.34	\$49,998.74
Group Leader	3/1	\$47,194.42	\$48,987.81	\$50,849.34
Group Leader	1/2	\$49,515.46	\$51,397.04	\$53,350.13
Group Leader	2/2	\$50,304.93	\$52,216.51	\$54,200.74
A/Director	2/1	\$51,725.97	\$53,691.55	\$55,731.83
A/Director	2/2	\$52,357.54	\$54,347.13	\$56,412.32
Director	1/2	\$56,983.83	\$59,149.21	\$61,396.88
Director	2/2	\$57,773.30	\$59,968.68	\$62,247.49
Director	3/2	\$58,878.55	\$61,115.94	\$63,438.34
Director	4/2	\$59,825.91	\$62,099.30	\$64,459.07
Director	1/3	\$58,878.55	\$61,115.94	\$63,438.34
Director	2/3	\$59,825.91	\$62,099.30	\$64,459.07
Director	3/3	\$60,899.59	\$63,213.78	\$65,615.90
Director	4/3	\$62,036.43	\$64,393.81	\$66,840.77
Director	5/3	\$63,110.10	\$65,508.29	\$67,997.60
Director	6/3	\$64,246.94	\$66,688.32	\$69,222.48
Director	7/3	\$65,036.41	\$67,507.79	\$70,073.08
Director	8/3	\$65,825.87	\$68,327.26	\$70,923.69
Director	9/3	\$66,457.45	\$68,982.83	\$71,604.18
OSHC Coordinator	1/U	\$51,725.97	\$53,691.55	\$55,731.83
OSHC Coordinator	2/U	\$52,357.54	\$54,347.13	\$56,412.32
OSHC Coordinator	3/U	\$53,304.90	\$55,330.49	\$57,433.05
OSHC Coordinator	1/1	\$54,252.27	\$56,313.85	\$58,453.78
OSHC Coordinator	2/1	\$55,720.68	\$57,838.06	\$60,035.91
OSHC Coordinator	3/1	\$56,983.83	\$59,149.21	\$61,396.88
OSHC Assistant	1/U	\$36,141.86	\$37,515.25	\$38,940.83
OSHC Assistant	2/U	\$37,562.91	\$38,990.30	\$40,471.93
OSHC Assistant	1/Q	\$41,510.25	\$43,087.64	\$44,724.97
OSHC Assistant	2/Q	\$42,457.61	\$44,071.00	\$45,745.70

Child Care Workers
Based on a 40 hour week
Trainees & Juniors

Child Care Trainees

Childcare trainee wages are based on a percentage of the Children's Services Award and terms and conditions of the Carpentaria Shire Council Endorsed Interim Administrative Agreement rate that the employee would be appointed on, should the officer be provided full time employment upon completion of traineeship.

Based on	effective 14/12/11	effective 12/12/12
(i) Childrens Services Worker - Unqualified - 1st year	\$ 37,515.25	\$ 38,940.83
(ii) Childrens Services Worker - Qualified - 1st year	\$ 43,087.64	\$ 44,724.97

Certificate III Childrens Services Trainees

Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
17 to under 18 years	55% (i)	\$ 20,633.39	\$ 21,417.46
18 to under 19 years	60% (i)	\$ 22,509.15	\$ 23,364.50
19 years to under 20	65% (i)	\$ 24,384.91	\$ 25,311.54
20 and under 21 years	70% (i)	\$ 26,260.68	\$ 27,258.58
Adult - Qualified	80% (ii)	\$ 34,470.11	\$ 35,779.97

Child Care Juniors**Assistant Childrens Services Worker - Unqualified - 1st Year**

Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
17 and under 18 years of age	55%	\$ 20,633.39	\$ 21,417.46
18 and under 19 years of age	65%	\$ 24,384.91	\$ 25,311.54
19 and under 20 years of age	75%	\$ 28,136.44	\$ 29,205.62
20 and under 21 years of age	85%	\$ 31,887.97	\$ 33,099.71

Assistant Childrens Services Worker - Unqualified - 2nd Year

Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
17 and under 18 years of age	55%	\$ 21,444.66	\$ 22,259.56
18 and under 19 years of age	65%	\$ 25,343.69	\$ 26,306.75
19 and under 20 years of age	75%	\$ 29,242.72	\$ 30,353.95
20 and under 21 years of age	85%	\$ 33,141.75	\$ 34,401.14

Assistant Childrens Services Worker - Unqualified - 3rd Year

Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
17 and under 18 years of age	55%	\$ 22,255.94	\$ 23,101.66
18 and under 19 years of age	65%	\$ 26,302.47	\$ 27,301.96
19 and under 20 years of age	75%	\$ 30,349.00	\$ 31,502.27
20 and under 21 years of age	85%	\$ 34,395.54	\$ 35,702.57

Childrens Services Worker - Qualified - 1st Year

Age	Rate	Annual effective 14/12/11	Annual effective 12/12/12
17 and under 18 years of age	55%	\$ 23,698.20	\$ 24,598.73
18 and under 19 years of age	65%	\$ 28,006.96	\$ 29,071.23
19 and under 20 years of age	75%	\$ 32,315.73	\$ 33,543.73
20 and under 21 years of age	85%	\$ 36,624.49	\$ 38,016.22

Signed for and on behalf of Carpentaria Shire Council}
ABN 59 242 797 822

Robert Malcolm Owen

In the presence of – .

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Signed for and on behalf of Queensland Services,
Industrial Union of Employees ABN No. 863 516 656 53

?????????????

In the presence of –

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Signed for and on behalf of Federated Engine Drivers' and Firemens' Association
of Queensland, Union of Employees ABN No. 73 089 711 903

Michael Ravbar

In the presence of –

Kathleen Nettleton

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland
ABN No. 54 942 536 069

William Ludwig

In the presence of –

Elaine Martin