

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Palm Island Aboriginal Shire Council Certified Agreement 2010

Matter No. CA/2011/46

Deputy President Swan

19 September 2011

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 16 September 2011 the Commission certifies the following written agreement:

Palm Island Aboriginal Shire Council Certified Agreement 2010 – CA/2011/46

Made between:

Palm Island Aboriginal Shire Council
The Australian Workers' Union of Employees, Queensland

The Queensland Services, Industrial Union of Employees and the Construction, Forestry, Mining & Energy Union and Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*.

The agreement was certified by the Commission on 16 September 2011 and shall operate from 16 September 2011 until its nominal expiry on 31 August 2013.

By the Commission.

Deputy President Swan

**Palm Island
Aboriginal Shire Council
Certified Agreement 2010**

1. TITLE

This Agreement shall be known as the Palm Island Aboriginal Shire Council Certified Agreement 2010.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION AND PARTIES COVERED

The persons covered by this Agreement are:

- a. Palm Island Aboriginal Shire Council (“the Employer”), and
- b. The Australian Workers’ Union of Employees, Queensland (“Union”).

Excluded are: the CEO and The Senior Management Team (SMT) and Contractors.

The terms of this Agreement shall cover any employee who is temporarily seconded, transferred or requested to travel to other locations and all employees where the workplace itself is relocated.

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date that is approved by QIRC, and the nominal expiry date of the Agreement shall be 31st August 2013.

5. RELATIONSHIP TO PARENT AWARD

This Agreement shall incorporate the Local Government Employees’ (Excluding Brisbane City Council) 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, Garage and Service Station Attendants Award – State (Excluding South-Eastern District) 2003 and Hotels, Motels, Resorts and Accommodation Award – State (Excluding South-East Queensland) 2005 as they existed immediately before this Agreement was made (the Awards). Where there is any inconsistency between the Awards and this Agreement, the terms of this Agreement shall prevail.

Provided that if subsequent variations to the Awards during the life of this Agreement are more beneficial to employees than this Agreement, those superior variations (or superior part of it) shall be incorporated into this Agreement and shall prevail over the Agreement to the extent of any inconsistency.

6. NO EXTRA CLAIMS

All parties agree to not pursue any extra claims in relation to the terms of this Agreement until its expiry.

Part II – EMPLOYMENT RELATIONSHIP

7. EMPLOYMENT DUTIES

The employer may direct an employee to carry out such duties as are within the limits of the employee’s skills, competence, training and consistent with the classification of the employee, provided that such duties do not result in de-skilling of the employee.

Any direction issued by the employer under this clause is to be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

The employer will initially engage all employees for a qualifying period of 3 months, for the purpose of determining the employee’s suitability for ongoing employment with the employer.

During the qualifying period, either party may give notice to the other of termination of employment, provided that each party will give a minimum of one weeks’ notice.

8. EMPLOYMENT CATEGORIES

FULL-TIME EMPLOYMENT

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee, unless otherwise specified.

PART-TIME EMPLOYMENT

An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week. A part-time employee must be engaged for a minimum of three consecutive hours a shift.

Before commencing part-time employment, the employee and employer must agree:

- a. Upon the hours to be worked by the employee, the days which they will be worked and the commencing and finishing times for the work (the "ordinary part-time hours")
- b. Upon the classification applying to the work to be performed.

The terms of the above agreement may be varied by consent. Such an agreement or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

The provisions of this Agreement shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

Overtime for part-time employees

A part-time employee, who is required by the employer to work in excess of the ordinary part-time hours, shall be paid overtime in accordance with this agreement.

Public Holidays for part-time employees

Where the part-time employee's normal paid hours fall on a public holiday and that employee has been rostered more than 50% of those days and work is not performed by the employee on that day, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with the penalty rates of this agreement.

CASUAL EMPLOYMENT

A casual employee is to be one engaged and paid as such.

A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of 1/38th of the weekly wage prescribed in this agreement for the work being performed plus a casual loading of 25 per cent.

Overtime for casual employees

A casual employee, who is required by the employer to work overtime, shall be paid overtime in accordance with this agreement on their casual hourly rate of pay (inclusive of the 25 per cent casual loading).

Election to convert from casual employment

A casual employee who has been engaged by the employer on a regular and systematic basis for a period of 12 continuous months becomes eligible to convert his or her contract of employment to full-time or part-time employment.

9. INDUCTION

The employer will hold an induction meeting for all new employees. The induction meeting will be held during normal working hours and the Employer will pay the employee for attending this meeting.

The Employer will give the Union and / or Union delegates reasonable notice in writing of the date, time and place of the induction meeting. The parties agree, that unless, special circumstances apply, the Union and / or Union Delegates should be given at least 7 days' notice of the induction meeting. An officer of the Union and / or Union delegate will be entitled to attend the induction meeting and distribute information about union membership. Should the organiser or delegate be unavailable then the information will be provided for in the induction pack to the employee.

10. JOB SECURITY AND SUPPLEMENTARY LABOUR

The parties are committed to maintain and improve the job security of employees.

The employer accepts that the union has a legitimate role to protect and improve the job security of employees covered by this agreement.

The parties accept that full-time / permanent; in-house employment will be the normal basis of employment. The employer is committed to maximising such full-time / permanent employment.

The parties recognise that use of contractors or labour hire to perform work of the type which could be performed by employees covered by this agreement, can affect the job security of those employees.

If the employer is considering the engagement of contractors or labour hire to perform work, which is the type of work which could be covered by this agreement, the Employer will notify and consult with the Union regarding this matter. The consultation will focus on measures which could be implemented by the parties to increase the amount of the work which could be performed by employees covered by this agreement. As part of the consultation process, the employer will inform the Union in writing of the employers reason why it is considering engagement of contractors or labour hire, the identity of the proposed contractor or labour hire provider, the amount and type of work to be performed by the proposed contractor or labour hire workers, the number of contractors or labour hire workers and the duration of the expected engagement of the contractor or labour hire.

In the interests of maintaining and improving job security of employees covered by this agreement, if the company engages contractors or labour hire, it will require the contractor or labour hire provider to perform work or engage its workers (whether those workers are employees or independent contractors) on rates of pay and conditions which employees covered by this agreement would be entitled.

This clause operates to the exclusion of outsourcing to Roadtek & Q Build.

11. TERMINATION OF EMPLOYMENT

Notice of Termination by Employer

In order to terminate the employment of an employee the employer must give to the employee the following notice:

Period of Service	Period of Notice
1 year, or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the above notice employees over 45 years of age at the time of the giving of the notice, are entitled to an additional week's notice.

“**Week’s**” pay for the purpose of termination and redundancy shall be calculated on the basis of the employee’s actual earnings, including regular rostered overtime, any allowances, loadings, regularly paid penalties, and any other amounts payable under the employee’s contract of employment.

The period of notice in this clause does not apply:

- a. In the case of dismissal for serious and wilful misconduct;
- b. To casual employees.

Notice of Termination by Employee

The notice of termination required to be given by an employee shall be as that required of an employer, except that there is no additional notice based on the age of the employee concerned.

Job search entitlement

Where an employer has given notice to an employee, the employee shall be allowed up to three day’s time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

12. REDUNDANCY

Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee.

The employer agrees that for the life of this Agreement there will be no forced redundancies of employees covered by this Agreement. In the event that redundancies are required, the employer agrees that it will in the first instance call for volunteers and will not unreasonably refuse to accept those volunteers for redundancy.

Amount of redundancy pay

Consultation in accordance with the terms of this Agreement shall precede any redundancy. Any employee made redundant shall receive, in addition to the period of notice, the following amount:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

Long service leave shall be paid out for employees with more than 7 years continuous service

The employer will also provide the cost of financial advice and an outplacement service approved by the Union for each employee employed under this agreement.

Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his / her employment during the period of notice. In this circumstance the employee will be entitled to receive the benefits and payments including severance pay that they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

Job search entitlement

During the period of notice of termination given by the employer, an 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.

An employee with more than 5 years full time service in addition to the above entitlements shall be allowed 1 return air fare to Townsville for the purposes of securing employment.

13. STATEMENT OF EMPLOYMENT

Immediately upon termination of employment the employer shall provide to such employee the employee a written statement specifying the period of employment, the classification or type of work performed by the employee and, if requested, the reason for termination.

Part III – RATES OF PAY

14. WAGE RATES AND INCREASES

All employees shall be classified in accordance with the classification structure contained at **schedule A** to this agreement.

Employees shall receive a pay increase of 3% per year or the amount handed down by the QIRC wage decision whichever is the greater, effective each year on the 1st of September. All allowances provided by the employer shall increase in accordance with the wage increases.

The wage rates and allowances are contained in **schedule B** to this Agreement.

15. ALLOWANCES

Divisional and District allowance (Northern Division, Eastern District):

In addition to the rates set out in Schedule 2 of this Agreement, the following amounts will be paid to employees whom this Agreement applies employed in the Northern Division, Eastern District (reference from Award) an amount of \$1.05 per week.

Live sewer work allowance:

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

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

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

Where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.

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 travelling to and from such operations shall be deemed to be time worked for this purpose.

All purpose allowances:

In lieu of allowances payable to all outdoor staff the council has implemented an all purpose allowance and this allowance will only be paid when attending for work.

- The payments are for Full Time Employees \$25.00 per week
- The payments for part time employees are \$5.00 per 7.6 hour day
- The payments for casuals are at .66cents per hour for all ordinary time worked to a maximum of \$25.00 per week.

First aid attendant:

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first aid attendant, an additional \$15.00 per week in which an employee works 3 days or more will be paid to such employee.

16. PAYMENT OF WAGES

Wages shall be paid fortnightly,

- according to the actual ordinary hours worked each fortnight; or
- according to the average number of ordinary hours worked each fortnight.

Wages shall be paid by electronic funds transfer into an employee’s nominated bank (or other recognised financial institution) account(s). Up to two (2) accounts per employee are allowed. On termination of employment, wages due to an employee shall be paid within 2 working days after date of termination.

Part IV – HOURS OF WORK

17. ORDINARY HOURS OF WORK

The ordinary hours of work for employees will be worked continuously, except for meal breaks, between 6.00 a.m. and 6.00 p.m. Any hours worked outside of these hours will be paid at the appropriate overtime or shift penalty rate of pay.

18.1 The appropriate overtime or shift penalty rate of pay is determined by the classification and the relevant state award attached to this agreement.

18. ROSTERED DAYS OFF

It is agreed that employees will continue with flexible arrangements as follows:

- A nine day fortnight will be worked for all employees;
- It is agreed that the Rostered Day Off shall generally apply to ensure that Council can respond to Community requirements;
- Any changes to the above roster shall be done with the consent of the parties;
- It is agreed between the parties that in order to meet the business needs of Council, and the best practice, or where in the opinion of the Chief Executive Officer or a Director there are cost efficiencies to be gained by working on an RDO, then RDOs will be worked, by mutual agreement.

If an Employee is required to work an RDO, such RDO will then be credited to that Employees Annual Leave Balance, which will then be paid as per the Annual Leave Clause.

If the Employee requests to work their RDO, such RDO will then be credited to that Employees Annual Leave Balance, which will then be paid as per the Annual Leave Clause.

19. MEAL BREAKS

An employee shall not be required to work for more than five hours without a break for a meal except in the following circumstances:

- a. In cases where facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee will not be required to work for more than six hours without a break for a meal break.
- b. By agreement between an employer and the majority of affected employees, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

The time of taking a scheduled meal break or rest break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.

An employer may stagger the time of taking a meal and rest breaks to meet operational requirements.

Time and half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

20. OVERTIME AND REST PERIODS

Payment for Working Overtime

Unless provided otherwise, for all work done outside ordinary hours on any day or shift the overtime rates of pay is time and a half for the first three hours and double time thereafter until completion of the overtime work.

Saturday Work

An employee required to work overtime on a Saturday shall be afforded at least four hours work or paid four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

Sunday Work

Employees required to work overtime on Sundays shall be paid for a minimum of three hours work at double time. The double time is to be paid until the employee is relieved from duty.

Public Holiday Work

See public holiday provisions.

Requirement to work overtime must be reasonable

In order to ensure that employees can maintain a healthy balance between work and private lives, the parties are committed to reducing the working of excessive hours.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- any risk to employee health and safety;
- the employee's personal circumstances including family responsibilities;

No employee shall work more than 14 hours in any 24 hour period.

Rest Periods after Overtime

All employees are entitled to a proper rest break between periods of work. Where the working of overtime means an employee does not have at least 10 hours break before the commencement of ordinary hours the following day, the employee shall start work late the following day (at least 10 hours after the conclusion of the previous night's overtime) without losing any pay. They shall also not be requested to perform overtime that following day except in exceptional circumstances. If, due to exceptional circumstances and only by agreement, the employee commences work without having had 10 hours break, the employee will receive appropriate penalty rates until they are able to stop work for the proper rest break.

On Call

Where an employee is required regularly to hold himself or herself in readiness to work after ordinary hours, the employee is to an on call allowance as follows:

From 6pm Monday to Midnight Saturday and on call allowance of \$15.00 per day. When required to be on call on a Sunday an allowance of \$100.00 shall be paid.

Time on Call	Allowance Payable
Monday 1800 to 0600	\$15.00
Tuesday 1800 to 0600	\$15.00
Wednesday 1800 to 0600	\$15.00
Thursday 1800 to 0600	\$15.00
Friday 1800 to 0600	\$15.00
Saturday 0600 to 2359	\$15.00
Sunday 0001 to 0600 Monday Morning	\$100.00

Rest Break during Overtime

An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked.

Part V – COMMUNICATION BETWEEN PARTIES TO THE AGREEMENT

21. CONSULTATION BEFORE CHANGE AND TERMINATION

When the employer contemplates the introduction of major change or terminations for reasons of economic, technological, structural or similar nature, the employer shall consult and communicate with the Union and employees prior to a decision to introduce such change or terminations. Employees may be represented for the purposes of this consultation including by the Union.

In relation to terminations, the employer shall:

- Provide the Union in good time with relevant written information including the reasons for the terminations contemplated, the number and categories of workers likely to be affected, the resultant impact of work allocation on remaining employees and the period over which the terminations are intended to be carried out; and
- Give the Union, as early as possible, an opportunity for consultation on measures to be taken to avert or minimise the terminations and measures to mitigate the adverse effects of any terminations on the workers concerned such as finding alternative employment.

In relation to the introduction of major change, the employer shall:

- Provide the Union in good time with relevant written information about the nature of the intended major change, the expected effects on employees and measures to avert or mitigate the adverse effects of such change.
- Given the Union, as early as possible, an opportunity for consultation on the method and timing of the change as well as giving prompt (and when requested, written) consideration to matters raised by employees.

For the purpose of this clause, major change includes changes in production, organisation, work allocation, shift arrangements or technology that are likely to have significant effects on employees. Significant effects include termination of employment, major changes in the composition, operation or size of the workforce or skills level, change in job or promotion opportunities or job tenure, alteration of hours of work or income, needs for retraining, transfer or restructuring of jobs.

The employer shall provide information in languages other than English for employees of non-English speaking background.

22. DISPUTE AND GRIEVANCE RESOLUTION PROCEDURE

Disputes pertaining to the relationship between the employer and employees, the employer and the Union, deductions from wages, the operation of the Agreement, or relating to the Employment Standards will be resolved according to this procedure.

- a. The employee/s concerned will meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a Union delegate or employee representative.
- b. If the matter is not resolved at such a meeting the parties to the dispute will arrange further discussions involving more senior management as appropriate. The employee, Union delegate or employee representative may invite an official from the Union to be involved in the discussions as a further representative of the employee. An officer of the Union who is so invited will be entitled to enter the workplace to represent the employee and the employer will not prevent or hinder such entry. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs.
- c. If the matter cannot be resolved directly between the parties to the dispute, or if it is not practicable for steps (a) and (b) to be completed because of the urgency of the dispute or for any other reason, either of the parties to the dispute may refer the matter to the Queensland Industrial Relations Commission (QIRC) to resolve the matter. QIRC may resolve the matter by mediation, conciliation or arbitration and may grant interim relief. Any arbitrated decision of QIRC, whether interim or final, shall be binding and the parties will abide by such decision. QIRC may give all such directions, orders and /or recommendations and do such things necessary or expedient for the speedy and just hearing and determination of the dispute.
- d. Until the dispute is resolved, the status quo antes will prevail, unless the employee has a reasonable concern about an imminent risk to their health or safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of the change.

23. UNION ENCOURAGEMENT

Preamble

Clause 24 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

Documentation to be provided by employer

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

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

Union Delegates

The employer recognises the Role of Union delegates to represent Union members in employment matters. The employer recognises that the Union has a legitimate interest in ensuring that delegates can properly perform such representative functions.

The employer will therefore grant Union delegates reasonable paid time off work to:

- Consult and speak with union members about matters relating to their employment such as a grievance or dispute.
- Consult and confer with Officials of the Union.
- Consult with the employer including participating in any consultation process set out under this Agreement.
- Represent the interests of Union members to the employer and before industrial tribunals
- Participate in the operation of the Union.
- Address new employees about the benefits of Union membership at an induction meeting, and
- Participate in any bargaining for an agreement to replace this agreement.

The employer will provide notice boards in a lunch room facility and other prominent locations in the workplace which is accessible to all employees and allow the Union delegate to post Union notices and Union information on those noticeboards.

Union members will be entitled to meet with their delegate on an as needs basis.

The employer shall provide the Union delegate with adequate resources to assist their duties, including but not limited to access of the following:

- telephone in a private location or mobile phone;
- photocopying facilities;
- computer, internet and email;

The employer will respect the privacy of the delegate's use of those facilities and will not monitor communications using those facilities.

If there are employee representatives at the workplace who are elected by employees, those representatives will have the same rights as Union delegates under this clause and employees will have the same right to meet such employee representative on an as needs basis. Nothing in this sub-clause prevents a Union delegate also being elected as an employee representative.

24. TRAINING FOR UNION DELEGATES

Each Union delegate or employee representative, with approval of the union and upon application in writing, shall be granted up to 3 days leave with pay each calendar year. Non cumulative, to attend courses conducted by the Union or a training provider nominated by the Union, that are designed to provide skills and competencies that will assist the delegate or employee representative perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace.

The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.

Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause “ordinary time earnings” for an employee means the classification rate, over-award payment. Superannuation and penalty rates, which otherwise would have been payable.

All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.

An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave. There shall be no more than two delegates to attend training each calendar year.

Part VI – AMENTITIES

25. AMENTITIES

The employer shall provide employees with the following amenities:

- boiling water
- tea, coffee, milk and sugar
- cool drinking water
- lunchroom

26. CLOTHING

The employer will provide to each full-time employee (part-time employee’s pro-rate equivalent amount) free of charge the following items:

- 5 complete sets of uniforms (outdoor staff);
- 5 polo shirts or equivalent (office staff);
- Two pairs of safety boots; (outdoor staff) and one pair for indoor inspectorial staff
- All protective clothing such as wet weather jackets, safety helmets, safety glasses, safety gloves etc, as required by the employee.
- 5 Polo Shirts for Sandy Boyd Staff, separately badged as per office staff and PPE as per health services.

The above items will be replaced on a fair wear and tear basis. Any deliberate misuse of supplied clothing or PPE by the employee will result in the employee becoming liable for the cost of replacement of the damaged or lost items.

Part VII – TYPES OF LEAVE

27. ANNUAL LEAVE

A full-time employee is entitled to 5 weeks annual leave after each 12 months service with the employer.

Part-time employees are accrue annual leave at a pro-rata rate depending on how many hours they are employed to do on their contract of service.

Casual employees are not entitled to annual leave.

Payment for Period of Annual Leave

Before going on leave, employees are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. The wage to be paid must be worked out on the basis of what the employee would have been paid under this agreement for what they would ordinarily have worked during the period of leave, including all allowances, loadings and penalties paid for all purposes and any other wages payable under the employee’s contract of employment including any over award / agreement payment.

Loading on Annual Leave

During a period of annual leave an employee will receive a 17 ½ % loading calculated on the base rate of pay.

Public Holidays Falling in a Period of Leave

If any prescribed public holiday falls within an employee's period of annual leave, no deduction will be made from that employee's leave balance for the prescribed public holiday.

28. PERSONAL LEAVE

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

Definitions

The term family includes:

- Spouse, (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife or partner on a bona fide domestic basis; and
- Child, or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Amount of Paid Personal Leave

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury;
- for the purpose of caring for an immediate family or household member who is sick and requires the employee's care or support or who requires care or support due to an unexpected emergency.

An employee is entitled to 10 days of personal leave per year of service. The 10 days of personal leave accrues weekly for all employees.

Accumulation of Personal Leave

Unused personal leave accumulates from year to year and is not paid out on termination. .

Employee must give Notice

The employee must, as soon as reasonably practicable, advise the employer of the absence and the length or expected length of the absence. In some circumstances, it may not be reasonably practicable for the employee to advise the employer before the leave commences.

Evidence Supporting Claim

- | | | |
|------------------|--------------------|-----------------------|
| • wife | • de facto wife | • father |
| • husband | • de facto husband | • mother |
| • father-in-law | • mother-in-law | • child or step child |
| • brother | • sister | • half-sister |
| • step-father | • step-mother | • half-brother |
| • step-brother | • step-sister | • sister-in-law |
| • brother-in-law | • daughter-in-law | • son-in-law |
| • grandfather | • grandmother | • granddaughter |
| • grandson | • same sex partner | • Legal Guardian |

When taking leave for personal illness or injury of 2 consecutive days or more, the employee must establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

Should a pattern of absence be established and the employee has been notified through a formal process then the employee will be required to produce a medical certificate or Statutory Declaration for each absence for a maximum period of 6 months.

Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to 3 days of unpaid leave per occasion.

Cultural Leave

All Full time and Part time employees are entitled to 5 days unpaid cultural leave each year, without loss of service.

An Employee does not have to give a reason to take Cultural leave but must advise they wish to take Cultural Leave. Cultural Leave operates from 01 January to 31 December each year and does not accumulate.

29. BEREAVEMENT LEAVE (This leave is at a pro rata basis for part time staff).

Employees will be granted up to three (3) days bereavement leave, on full pay on each occasion, where the deceased person was a member of an employee's immediate family in any of the circumstances listed below.

This shall be subject to the production on request, of satisfactory evidence of death to the employer or the completion of a statutory declaration under the provisions of the Oaths Act.

Should additional leave, over and above three days be required for travel or other associated reasons, leave will be granted by way of Annual Leave or Leave without pay.

Part-time employees

A part-time employee is entitled to 3 days bereavement leave without loss of pay on the same basis as prescribed for full-time employee's except that leave is only available where a part-time employee would normally work on either or all of the working days following the death.

Unpaid leave

An employee may take unpaid bereavement leave by agreement with the employer.

30. JURY SERVICE LEAVE

A full-time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with this clause.

An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

31. PARENTAL LEAVE

The provisions of this clause apply to full-time and part-time employees. This clause is intended to supplement not derogate from current statutory provisions. In the event of any inconsistency the terms of this clause shall prevail.

Basic entitlement

An eligible employee is entitled to both unpaid and paid parental leave connected with the birth or adoption of their child. An eligible employee is entitled to a total of 52 weeks unpaid parental leave.

Length of Services	Maternity Leave available
Less than 12 months service	No entitlement
More than 12 months but less than 4 years	52 weeks unpaid
More than 4 years but less than 5 years' service	4 weeks paid 48 weeks unpaid
More than 5 years' service but less than 6 years' service	5 weeks paid 47 weeks unpaid
More than 6 years' service	6 weeks paid and 46 weeks unpaid

Full-time and part-time employees shall receive, during the paid component of their leave, their ordinary income including any regular allowances, loadings and regular rostered overtime.

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave. An employee may elect to take twice the length of such accrued leave on half pay.

Taking of Leave

An employee must provide notice to the employer of the expected date of commencement and conclusion of parental leave.

Returning to work after a period of parental leave

A full-time employee may elect to return to work on a part-time basis for a period of up to 2 years. The terms of the part-time employment shall be in accordance with the part-time provisions in this agreement. At the conclusion of the period of part-time work (expiring on the 2 year anniversary of the return to work from parental leave or earlier), the employee will revert to full-time work or shall, by agreement, stay part time. Any subsequent changes in the employee's employment category will be by agreement.

32. LONG SERVICE LEAVE

Long service leave shall accumulate at the rate of 8.667 weeks for every 10 years of service and pro-rata on a weekly basis thereafter. Long service leave shall be available after 7 years' service on a pro-rata basis.

In the event of the death of an employee, all accrued long service leave will be paid out to the spouse or de-facto partner of the employee in full.

If any prescribed public holiday fall within the employee's period of long service leave on a day that employee would have ordinarily worked, an additional day shall be added to the period of leave.

Long service leave will be paid out on redundancy for more than 12 months completed service in either a part time or full time role.

33. COMMUNITY SERVICES LEAVE

When an employee, who is a voluntary member of a community service provider, is required to attend an emergency, the employee will be granted time off without loss of pay to attend such emergency.

Examples of community service providers where members are required to attend emergencies are *Country Fire Authority, State Emergency Service, St John's Ambulance, Department of Defence and the Disaster and Emergency Service*.

Members of the Australian Defence Force Reserves may be granted leave without loss of pay to attend major training courses up to a maximum period of 10 days per calendar year. Granting of leave will be subject to work requirements.

34. PUBLIC HOLIDAYS

A full-time employee under this agreement is entitled to the following public holidays, without loss of pay:

- New Year Day

- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Local Show Holiday

Or any other day gazetted by the relevant authority

Payment for Time Worked on a Public Holiday

Employees required to work on a public holiday shall be paid at double time and one half for a minimum of 3 hours.

Part VIII – ADDITIONAL EMPLOYMENT PROTECTIONS

35. SUPERANNUATION

The employer shall pay monthly into an Industry Superannuation Fund, 9% of each eligible employee's ordinary earnings. Ordinary earnings include regularly rostered overtime and all ordinary time allowances.

The default superannuation fund shall be the Local Government Super or Australian Super

An eligible employee includes all full-time, part-time and casual employees.

36. DISCIPLINE AND PERFORMANCE ISSUES

The procedures for investigating and dealing with alleged under-performance and misconduct set out below will be applied in an even-handed, fair and transparent way. The process will give employees every opportunity to respond to allegations against them, and to understand and meet the required standards of job performance and personal behaviour.

- a. If an allegation of under-performance or misconduct is made against an employee, an officer of the employer or an agreed investigator shall investigate the allegation;
- b. An employee will be granted a proper opportunity to respond to the allegation.

To that end:-

- a. the employee will be provided copies of any material that the employer or investigator will take into account when deciding whether the allegation is made out, and be given an opportunity to comment on that material;
- b. the employee will be allowed to gather evidence in relation to the allegation.
- c. If the allegation is made out, the employer will:-
 - i. Explain clearly the standards that the employee is expected to meet in future; and
 - ii. Explain what assistance will be provided to the employee to assist the employee to reach those standards;
 - iii. Explain the reasonable timeframe in which those standards are to be achieved;
 - iv. If disciplinary action is deemed necessary then take disciplinary action by the following steps:
 - Step 1 – formal verbal counselling,

Step 2 – a formal first written warning,

Step 3 – a formal second written warning,

Step 4 – a final written warning, and

Step 5 – Termination of employment

- d. But the employer may proceed directly to termination where there is serious and wilful misconduct. Warnings will expire after 12 months.
- e. Confidential written records of the process will be made. The employee will be shown the written records and will have the opportunity of commenting on the contents of the record, either in writing or orally as the employee chooses. The record will not be left on the employee's file unless the employee has been given the opportunity to respond to the record.
- f. At all stages of the disciplinary process the employee will be entitled to be represented by a Union delegate, official or other representative.

37. OCCUPATIONAL HEALTH AND SAFETY

Objectives

The parties to this agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety. A central aspect of this framework is the mutual agreement of employers and employees that if the job cannot be done safely, it must not be done at all.

In meeting these objectives, the parties have agreed to consider and implement a broad health and safety agenda through the consultative processes established by this agreement. Such an agenda will include:

- Measures designed to include the safe operation of plant and equipment and the safe usage of substances;
- Training issues including specific hazards, health and safety systems and site induction;
- Management of occupational health and safety through an effective approach which aims to eliminate hazards at their source and reduce the incidence of occupational injuries and illnesses.

The parties to this agreement shall in addition to ensuring compliance with OHS legislation (including Regulations, Code of Practice and Industry Standards), implement the best achievable level of health and safety.

Consultation Processes

Consultative mechanisms will be established and verifiably implemented to address occupational health and safety issues. Such mechanisms will include:

- The election of a union health and safety representatives to represent workers in all health and safety matters;
- The establishment of an occupational health and safety committee.

The OHS committee shall consist of equal numbers of management and union representatives.

The committee shall meet at least quarterly and will facilitate co-operation between management and employees on health and safety matters including the development, implementation and review of OHS policy and procedures, analysis of injury / incident trends and review of incident reports together with reports on preventative action taken. This committee will constantly consider emerging OHS issues in the workplace.

Issue Resolution Procedures

As soon as possible after any occupational health and safety issue has been reported, the employer's or management representative and elected health and safety representative must meet to resolve the issue. If the situation is life threatening to an employee, the area must be completely cleared and the task being performed must be stopped immediately.

The resolution of the issue must take into account those of the following factors that are relevant:

- Whether work must stop;
- Whether the hazard can be eliminated;
- Whether appropriate temporary measures are possible or desirable;
- Whether environmental monitoring is desirable;
- The time that may elapse before the hazard is permanently corrected; and
- Who is responsible for performing work and overseeing the removal of the hazard or risk.

As soon as possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees.

Nothing in this issue resolution procedure prevents that issue being dealt with under the Dispute Resolution Procedure in this agreement.

Training

Employee OHS representatives will be given paid leave to attend an initial OHS training course and a refresher course in each subsequent year. Workplace training programs, including induction and on-the-job training will outline company OHS policy and procedures, particular hazards associated with the job, controls measures applicable to each hazard and how to utilise OHS systems to identify hazards and instigate preventative actions.

Ongoing Occupational Health and Safety Program

The employer must institute procedures for collecting information on the nature of hazards and incidence of injury which includes:

- An internal system for reporting, recording and investigation of incidents, injuries and illness;
- The routine analysis of injury / illness / incident data; and
- Routine reports of key OHS positive performance indicators, (For example: number of trained health and safety representatives and number of OHS training classes).

A system of regular workplace inspections and regular hazard audits of work areas and work practices which include reference to relevant legislation, standards and codes of practice shall be instituted at the workplace. These must be carried out with the involvement of the OHS representatives.

Records of workplace inspections shall be maintained by the employer and made available to the Occupational Health and Safety Committee.

38. RENEGOTIATION OF THE AGREEMENT

Six months before the nominal expiry date of the Agreement, the persons covered by the Agreement including the Union will commence negotiation of an Agreement to replace this Agreement.

39. DISPLAY /DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be exhibited and displayed in a conspicuous and convenient place at the Administration Centre and each Depot, and will be made available to each employee covered by this Agreement on request. The Agreement will also be available electronically on the Council’s Local Area Network.

Signed for and on behalf of **Palm Island Aboriginal Shire Council** Jeffery Brown
 In the presence of Andrea Kyle-Sailor

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

SCHEDULE 1 – CLASSIFICATIONS

Please refer to appropriate award.

SCHEDULE 2 – WAGES

Local Government Employees' (Outdoor Staff) - Current Pay Rates

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1 (First 6 Months)	\$15.9974	\$607.90	\$19.9967
Level 1	\$16.2711	\$618.30	\$20.3388
Level 2	\$16.5447	\$628.70	\$20.6809
Level 3	\$16.8184	\$639.10	\$21.0230
Level 4	\$17.0947	\$649.60	\$21.3684
Level 5	\$17.4211	\$662.00	\$21.7763
Level 6	\$17.9716	\$682.92	\$22.4645
Level 7	\$18.5184	\$703.70	\$23.1480
Level 8	\$19.0158	\$722.60	\$23.7697
Level 9	\$19.5632	\$743.40	\$24.4539

Local Government Employees' (Outdoor Staff) - Pay Rates as at 1st September 2010

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1 (First 6 Months)	\$16.5237	\$627.90	\$20.6546
Level 1	\$16.7974	\$638.30	\$20.9967
Level 2	\$17.0711	\$648.70	\$21.3388
Level 3	\$17.3447	\$659.10	\$21.6809
Level 4	\$17.6211	\$669.60	\$22.0263
Level 5	\$17.9474	\$682.00	\$22.4342
Level 6	\$18.5108	\$703.41	\$23.1385
Level 7	\$19.0739	\$724.81	\$23.8424
Level 8	\$19.5863	\$744.28	\$24.4829
Level 9	\$20.1500	\$765.70	\$25.1875

SCHEDULE 2 – WAGES

Local Government Employees' (Outdoor Staff) - Pay Rates as at 1st September 2011

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1 (First 6 Months)	\$17.0195	\$646.74	\$21.2743
Level 1	\$17.3013	\$657.45	\$21.6266
Level 2	\$17.5832	\$668.16	\$21.9789
Level 3	\$17.8650	\$678.87	\$22.3313
Level 4	\$18.1497	\$689.69	\$22.6872
Level 5	\$18.4858	\$702.46	\$23.1072
Level 6	\$19.0661	\$724.51	\$23.8326
Level 7	\$19.6461	\$746.55	\$24.5576
Level 8	\$20.1739	\$766.61	\$25.2174
Level 9	\$20.7545	\$788.67	\$25.9431

Local Government Employees' (Outdoor Staff) - Pay Rates as at 1st September 2012

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1 (First 6 Months)	\$17.5300	\$666.14	\$21.9125
Level 1	\$17.8203	\$677.17	\$22.2753
Level 2	\$18.1105	\$688.20	\$22.6382
Level 3	\$18.4011	\$699.24	\$23.0013
Level 4	\$18.6942	\$710.38	\$23.3678
Level 5	\$19.0403	\$723.53	\$23.8003
Level 6	\$19.6382	\$746.25	\$24.5477
Level 7	\$20.2355	\$768.95	\$25.2944
Level 8	\$20.7792	\$789.61	\$25.9740
Level 9	\$21.3771	\$812.33	\$26.7214

SCHEDULE 2 – WAGES (Continued)

Local Government Employees' (Administration) - Current Pay Rates

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1.1	\$16.9219	\$613.42	\$21.1524
Level 1.2	\$17.1942	\$623.29	\$21.4928
Level 1.3	\$17.6298	\$639.08	\$22.0372
Level 1.4	\$18.0378	\$653.87	\$22.5472
Level 1.5	\$18.4455	\$668.65	\$23.0569
Level 1.6	\$18.7978	\$681.42	\$23.4972
Level 2.1	\$19.2110	\$696.40	\$24.0138
Level 2.2	\$19.6190	\$711.19	\$24.5238
Level 2.3	\$20.0270	\$725.98	\$25.0338
Level 2.4	\$20.2971	\$735.77	\$25.3714
Level 3.1	\$20.7046	\$750.54	\$25.8807
Level 3.2	\$20.9633	\$759.92	\$26.2041
Level 3.3	\$21.3713	\$774.71	\$26.7141
Level 3.4	\$21.7793	\$789.50	\$27.2241
Level 4.1	\$22.1868	\$804.27	\$27.7334
Level 4.2	\$22.5948	\$819.06	\$28.2434
Level 4.3	\$22.9476	\$831.85	\$28.6845
Level 4.4	\$23.3553	\$846.63	\$29.1941
Level 5.1	\$23.7628	\$861.40	\$29.7034
Level 5.2	\$24.1156	\$874.19	\$30.1445
Level 5.3	\$24.5236	\$888.98	\$30.6545
Level 6.1	\$25.2033	\$913.62	\$31.5041
Level 6.2	\$25.8828	\$938.25	\$32.3534
Level 6.3	\$26.5628	\$962.90	\$33.2034
Level 7.1	\$27.2425	\$987.54	\$34.0531
Level 7.2	\$27.9219	\$1,012.17	\$34.9024
Level 7.3	\$28.6017	\$1,036.81	\$35.7521
Level 8.1	\$29.4174	\$1,066.38	\$36.7717
Level 8.2	\$30.2328	\$1,095.94	\$37.7910
Level 8.3	\$31.0488	\$1,125.52	\$38.8110
Level 8.4	\$31.8143	\$1,153.27	\$39.7679
Level 8.5	\$32.5799	\$1,181.02	\$40.7248

SCHEDULE 2 – WAGES (Continued)

Local Government Employees' (Administration) - Pay Rates as at 1st September 2010

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1.1	\$17.4737	\$633.42	\$21.8421
Level 1.2	\$17.7459	\$643.29	\$22.1824
Level 1.3	\$18.1815	\$659.08	\$22.7269
Level 1.4	\$18.5895	\$673.87	\$23.2369
Level 1.5	\$18.9989	\$688.71	\$23.7486
Level 1.6	\$19.3617	\$701.86	\$24.2021
Level 2.1	\$19.7873	\$717.29	\$24.7341
Level 2.2	\$20.2077	\$732.53	\$25.2597
Level 2.3	\$20.6279	\$747.76	\$25.7848
Level 2.4	\$20.9059	\$757.84	\$26.1324
Level 3.1	\$21.3258	\$773.06	\$26.6572
Level 3.2	\$21.5923	\$782.72	\$26.9903
Level 3.3	\$22.0124	\$797.95	\$27.5155
Level 3.4	\$22.4328	\$813.19	\$28.0410
Level 4.1	\$22.8524	\$828.40	\$28.5655
Level 4.2	\$23.2728	\$843.64	\$29.0910
Level 4.3	\$23.6361	\$856.81	\$29.5452
Level 4.4	\$24.0560	\$872.03	\$30.0700
Level 5.1	\$24.4756	\$887.24	\$30.5945
Level 5.2	\$24.8392	\$900.42	\$31.0490
Level 5.3	\$25.2593	\$915.65	\$31.5741
Level 6.1	\$25.9594	\$941.03	\$32.4493
Level 6.2	\$26.6593	\$966.40	\$33.3241
Level 6.3	\$27.3597	\$991.79	\$34.1997
Level 7.1	\$28.0599	\$1,017.17	\$35.0748
Level 7.2	\$28.7597	\$1,042.54	\$35.9497
Level 7.3	\$29.4596	\$1,067.91	\$36.8245
Level 8.1	\$30.2999	\$1,098.37	\$37.8748
Level 8.2	\$31.1399	\$1,128.82	\$38.9248
Level 8.3	\$31.9804	\$1,159.29	\$39.9755
Level 8.4	\$32.7688	\$1,187.87	\$40.9610
Level 8.5	\$33.5572	\$1,216.45	\$41.9466

SCHEDULE 2 – WAGES (Continued)

Local Government Employees' (Administration) - Pay Rates as at 1st September 2011

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1.1	\$17.9978	\$652.42	\$22.4972
Level 1.2	\$18.2783	\$662.59	\$22.8479
Level 1.3	\$18.7269	\$678.85	\$23.4086
Level 1.4	\$19.1473	\$694.09	\$23.9341
Level 1.5	\$19.5688	\$709.37	\$24.4610
Level 1.6	\$19.9426	\$722.92	\$24.9283
Level 2.1	\$20.3810	\$738.81	\$25.4762
Level 2.2	\$20.8141	\$754.51	\$26.0176
Level 2.3	\$21.2466	\$770.19	\$26.5583
Level 2.4	\$21.5332	\$780.58	\$26.9166
Level 3.1	\$21.9655	\$796.25	\$27.4569
Level 3.2	\$22.2400	\$806.20	\$27.8000
Level 3.3	\$22.6728	\$821.89	\$28.3410
Level 3.4	\$23.1059	\$837.59	\$28.8824
Level 4.1	\$23.5379	\$853.25	\$29.4224
Level 4.2	\$23.9710	\$868.95	\$29.9638
Level 4.3	\$24.3451	\$882.51	\$30.4314
Level 4.4	\$24.7777	\$898.19	\$30.9721
Level 5.1	\$25.2099	\$913.86	\$31.5124
Level 5.2	\$25.5843	\$927.43	\$31.9803
Level 5.3	\$26.0171	\$943.12	\$32.5214
Level 6.1	\$26.7382	\$969.26	\$33.4228
Level 6.2	\$27.4590	\$995.39	\$34.3238
Level 6.3	\$28.1804	\$1,021.54	\$35.2255
Level 7.1	\$28.9018	\$1,047.69	\$36.1272
Level 7.2	\$29.6226	\$1,073.82	\$37.0283
Level 7.3	\$30.3434	\$1,099.95	\$37.9293
Level 8.1	\$31.2088	\$1,131.32	\$39.0110
Level 8.2	\$32.1429	\$1,165.18	\$40.1786
Level 8.3	\$32.9399	\$1,194.07	\$41.1748
Level 8.4	\$33.7520	\$1,223.51	\$42.1900
Level 8.5	\$34.5639	\$1,252.94	\$43.2048

SCHEDULE 2 – WAGES (Continued)

Local Government Employees' (Administration) - Pay Rates as at 1st September 2012

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Level 1.1	\$18.5377	\$671.99	\$23.1721
Level 1.2	\$18.8268	\$682.47	\$23.5334
Level 1.3	\$19.2888	\$699.22	\$24.1110
Level 1.4	\$19.7217	\$714.91	\$24.6521
Level 1.5	\$20.1559	\$730.65	\$25.1948
Level 1.6	\$20.5410	\$744.61	\$25.6762
Level 2.1	\$20.9923	\$760.97	\$26.2403
Level 2.2	\$21.4386	\$777.15	\$26.7983
Level 2.3	\$21.8841	\$793.30	\$27.3552
Level 2.4	\$22.1793	\$804.00	\$27.7241
Level 3.1	\$22.6246	\$820.14	\$28.2807
Level 3.2	\$22.9073	\$830.39	\$28.6341
Level 3.3	\$23.3531	\$846.55	\$29.1914
Level 3.4	\$23.7992	\$862.72	\$29.7490
Level 4.1	\$24.2441	\$878.85	\$30.3052
Level 4.2	\$24.6902	\$895.02	\$30.8628
Level 4.3	\$25.0756	\$908.99	\$31.3445
Level 4.4	\$25.5211	\$925.14	\$31.9014
Level 5.1	\$25.9663	\$941.28	\$32.4579
Level 5.2	\$26.3517	\$955.25	\$32.9397
Level 5.3	\$26.7975	\$971.41	\$33.4969
Level 6.1	\$27.5404	\$998.34	\$34.4255
Level 6.2	\$28.2828	\$1,025.25	\$35.3534
Level 6.3	\$29.0259	\$1,052.19	\$36.2824
Level 7.1	\$29.7688	\$1,079.12	\$37.2110
Level 7.2	\$30.5112	\$1,106.03	\$38.1390
Level 7.3	\$31.2538	\$1,132.95	\$39.0672
Level 8.1	\$32.1462	\$1,165.30	\$40.1828
Level 8.2	\$33.0792	\$1,199.12	\$41.3490
Level 8.3	\$33.9280	\$1,229.89	\$42.4100
Level 8.4	\$34.7647	\$1,260.22	\$43.4559
Level 8.5	\$35.6008	\$1,290.53	\$44.5010

SCHEDULE 2 – WAGES (Continued)

Aged Care – Current Rates of Pay

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Personal Care Attendant	\$16.0368	\$609.40	\$20.0461
Handyperson / Maintenance	\$15.9053	\$604.40	\$19.8816
Laundry Hand 1st Year	\$15.8053	\$600.60	\$19.7566
Canteen Assistant 1st Year	\$15.8461	\$602.15	\$19.8076
Gardeners	\$15.9053	\$604.40	\$19.8816
Kitchenhands	\$15.8789	\$603.40	\$19.8487
Employees on washing machines, rinsers and Hydroextractors, and seamstresses 1st Year	\$15.8461	\$602.15	\$19.8076
Domestic, catering and all other adult employees 1st Year	\$15.8053	\$600.60	\$19.7566
Laundry Hand	\$16.0368	\$609.40	\$20.0461
Canteen Assistant	\$16.0895	\$611.40	\$20.1118
Employees on washing machines, rinsers and Hydroextractors, and seamstresses	\$16.0895	\$611.40	\$20.1118
Domestic, catering and all other adult employees	\$16.0368	\$609.40	\$20.0461
Cooks	\$16.9105	\$642.60	\$21.1382
Chief Cooks	\$17.3921	\$660.90	\$21.7401

SCHEDULE 2 – WAGES (Continued)

Aged Care – Rates of Pay as at 1st September 2010

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Personal Care Attendant	\$16.5632	\$629.40	\$20.7039
Handyperson / Maintenance	\$16.4316	\$624.40	\$20.5395
Laundry Hand 1st Year	\$16.3316	\$620.60	\$20.4145
Canteen Assistant 1st Year	\$16.3724	\$622.15	\$20.4655
Gardeners	\$16.4316	\$624.40	\$20.5395
Kitchenhands	\$16.4053	\$623.40	\$20.5066
Employees on washing machines, rinsers and Hydroextractors, and seamstresses 1st Year	\$16.3724	\$622.15	\$20.4655
Domestic, catering and all other adult employees 1st Year	\$16.3316	\$620.60	\$20.4145
Laundry Hand	\$16.5632	\$629.40	\$20.7039
Canteen Assistant	\$16.6158	\$631.40	\$20.7697
Employees on washing machines, rinsers and Hydroextractors, and seamstresses	\$16.6158	\$631.40	\$20.7697
Domestic, catering and all other adult employees	\$16.5632	\$629.40	\$20.7039
Cooks	\$17.4368	\$662.60	\$21.7961
Chief Cooks	\$17.9184	\$680.90	\$22.3980

SCHEDULE 2 – WAGES (Continued)

Aged Care – Rates of Pay as at 1st September 2011

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Personal Care Attendant	\$17.0600	\$648.28	\$21.3250
Handyperson / Maintenance	\$16.9245	\$643.13	\$21.1556
Laundry Hand 1st Year	\$16.8216	\$639.22	\$21.0270
Canteen Assistant 1st Year	\$16.8634	\$640.81	\$21.0793
Gardeners	\$16.9245	\$643.13	\$21.1556
Kitchenhands	\$16.8974	\$642.10	\$21.1217
Employees on washing machines, rinsers and Hydroextractors, and seamstresses 1st Year	\$16.8634	\$640.81	\$21.0793
Domestic, catering and all other adult employees 1st Year	\$16.8216	\$639.22	\$21.0270
Laundry Hand	\$17.0600	\$648.28	\$21.3250
Canteen Assistant	\$17.1142	\$650.34	\$21.3928
Employees on washing machines, rinsers and Hydroextractors, and seamstresses	\$17.1142	\$650.34	\$21.3928
Domestic, catering and all other adult employees	\$17.0600	\$648.28	\$21.3250
Cooks	\$17.9600	\$682.48	\$22.4500
Chief Cooks	\$18.4561	\$701.33	\$23.0701

SCHEDULE 2 – WAGES (Continued)

Aged Care – Rates of Pay as at 1st September 2012

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Personal Care Attendant	\$17.5718	\$667.73	\$21.9648
Handyperson / Maintenance	\$17.4321	\$662.42	\$21.7901
Laundry Hand 1st Year	\$17.3263	\$658.40	\$21.6579
Canteen Assistant 1st Year	\$17.3692	\$660.03	\$21.7115
Gardeners	\$17.4321	\$662.42	\$21.7901
Kitchenhands	\$17.4042	\$661.36	\$21.7553
Employees on washing machines, rinsers and Hydroextractors, and seamstresses 1st Year	\$17.3692	\$660.03	\$21.7115
Domestic, catering and all other adult employees 1st Year	\$17.3263	\$658.40	\$21.6579
Laundry Hand	\$17.5718	\$667.73	\$21.9648
Canteen Assistant	\$17.6276	\$669.85	\$22.0345
Employees on washing machines, rinsers and Hydroextractors, and seamstresses	\$17.6276	\$669.85	\$22.0345
Domestic, catering and all other adult employees	\$17.5718	\$667.73	\$21.9648
Cooks	\$18.4987	\$702.95	\$23.1234
Chief Cooks	\$19.0097	\$722.37	\$23.7622

SCHEDULE 2 – WAGES (Continued)

Garage and Service Station Attendant – Current Pay Rates

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Adult Employee	\$15.3316	\$582.60	\$19.1645

Garage and Service Station Attendant – Pay Rates as at 1st September 2010

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Adult Employee	\$15.8579	\$602.60	\$19.8224

Garage and Service Station Attendant – Pay Rates as at 1st September 2011

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Adult Employee	\$16.3337	\$620.68	\$20.4171

Garage and Service Station Attendant – Pay Rates as at 1st September 2012

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Adult Employee	\$16.8237	\$639.30	\$21.0296

Hospitality Employees – Current Pay Rates

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Introductory Level	\$14.9526	\$568.20	\$18.6908
Grade 1	\$15.3921	\$584.90	\$19.2401
Grade 2	\$16.0526	\$610.00	\$20.0658
Grade 3	\$16.5342	\$628.30	\$20.6678
Grade 4	\$17.4211	\$662.00	\$21.7763
Grade 5	\$18.5184	\$703.70	\$23.1480
Grade 6	\$19.0158	\$722.60	\$23.7697

SCHEDULE 2 – WAGES (Continued)

Hospitality Employees – Pay Rates as at 1st September 2010

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Introductory Level	\$15.4789	\$588.20	\$19.3487
Grade 1	\$15.9184	\$604.90	\$19.8980
Grade 2	\$16.5789	\$630.00	\$20.7237
Grade 3	\$17.0605	\$648.30	\$21.3257
Grade 4	\$17.9474	\$682.00	\$22.4342
Grade 5	\$19.0739	\$724.81	\$23.8424
Grade 6	\$19.5863	\$744.28	\$24.4829

Hospitality Employees – Pay Rates as at 1st September 2011

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Introductory Level	\$15.9434	\$605.85	\$19.9293
Grade 1	\$16.3961	\$623.05	\$20.4951
Grade 2	\$17.0763	\$648.90	\$21.3454
Grade 3	\$17.5724	\$667.75	\$21.9655
Grade 4	\$18.4858	\$702.46	\$23.1072
Grade 5	\$19.6461	\$746.55	\$24.5576
Grade 6	\$20.1739	\$766.61	\$25.2174

Hospitality Employees – Pay Rates as at 1st September 2012

Classification	Permanent Hourly Rate	Permanent Weekly Rate	Casual Hourly Rate
Introductory Level	\$16.4218	\$624.03	\$20.5273
Grade 1	\$16.8879	\$641.74	\$21.1099
Grade 2	\$17.5887	\$668.37	\$21.9859
Grade 3	\$18.0995	\$687.78	\$22.6243
Grade 4	\$19.0403	\$723.53	\$23.8003
Grade 5	\$20.2355	\$768.95	\$25.2944
Grade 6	\$20.7792	\$789.61	\$25.9740