QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Whitsunday Regional Council Certified Agreement 2011

Matter No. CA/2012/14

Commissioner Thompson 20 April 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 20 April 2012 the Commission certifies the following written agreement:

Whitsunday Regional Council Certified Agreement 2011 – CA/2012/14 (as amended)

Made between:

Whitsunday Regional Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; Local Government Association of Queensland Ltd;

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;

The Australian Workers' Union of Employees, Queensland;

Queensland Services, Industrial Union of Employees;

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; and

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland,

The agreement was certified by the Commission on 20 April 2012 and shall operate from 20 April 2012 until its nominal expiry on 30 June 2014.

This agreement replaces Whitsunday Regional Council Certified Agreement 2009-2011 (CA/2009/31).

By the Commission.

Commissioner Thompson

WHITSUNDAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2011

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PART 1 ADMINISTRATIVE PROVISIONS AND DISPUTE RESOLUTION

1.1 TITLE

This agreement shall be known as the Whitsunday Regional Council Certified Agreement 2011.

1.2 PARTIES BOUND

The partied to this Agreement are the Whitsunday Regional Council and its Employees and the following unions:

- The Association of Professional Engineers, Scientists & Managers, Australia, Queensland Branch, Union of Employees (APESMA)
- The Australian Workers' Union of Employees, Queensland (AWU)
- Automotive, Metals, Engineering, Printing & Kindred Industries Industrial Union of Employees, Queensland (AMWU)
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CFMEU)
- Federated Engine Drivers' and Firemans' Association of Queensland, Union of Employees (FEDFA)
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (PGEU)
- Queensland Services, Industrial Union of Employees (QSU)

1.3 PERIOD OF OPERATION

This Agreement shall operate from the date of certification until it expires on 30 June 2014.

1.4 APPLICATION

This Agreement shall apply to the Whitsunday Regional Council and its Employees and the unions which are party to this Agreement.

This Agreement shall apply to all Employees in operational, trade, professional, technical, supervisory or administrative roles classified in accordance with the provisions of this Agreement.

This Agreement shall not apply to any employee who may be appointed to the position of Chief Executive Officer, Director or Program Manager or any employee appointed to a position which would be classified at or above Level 6 under the Local Government Officer's Award or who is engaged in accordance with a written contract of employment for which total remuneration or terms and conditions exceed that provided for in this Agreement will not apply to the person engaged under such written contract of employment.

1.5 PURPOSE OF AGREEMENT

This Agreement provides a comprehensive and exclusive record of the entitlements and obligations of the Employer, Employees and unions to provide a basis upon which to develop a safe, harmonious and productive workforce.

Whitsunday Regional Council and its Employees, together with unions party to this Agreement aim to provide, safe harmonious and productive workplaces, utilising cooperative and consultative processes, and securing employment by improving the long-term viability, growth and performance of the Council in delivering services of value to its community.

This Agreement facilitates a workplace where managers and Employees can anticipate and respond to pressures from the community, business and government sectors and maximise efficiency and effectiveness. Council, managers, Employees and unions are committed through this Agreement to:

- Striving for excellence in all areas of Council's operations.
- Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality.
- Achieve continued improvements in productivity and performance indicators to ensure provision of a quality service to the community and the Council's customers.
- Promote and contribute to a harmonious and productive work environment through ongoing cooperation, consultation and communication.
- Maintain a healthy and safe work environment with the ultimate goal of achieving gold status in accordance with Council's Safety Management System, Safeplan.
- Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- Promote job satisfaction by enabling Employees to gain and utilise a broad range of skills and access relevant training programmes in order that Employees can achieve these objectives.
- Cooperate with the terms of this Agreement to ensure its ongoing success.
- Deliver high quality services with a strong customer service focus towards both internal and external customers.
- Promote career development opportunities and succession planning.

1.6 RELATIONSHIP TO AWARDS

This Agreement is intended to be a comprehensive record of the benefits, obligations and entitlements of the Parties and is underpinned by the following Parent Awards:

- Building Trades (Public Sector) Award State 2002
- Engineering Award State 2002
- Queensland Local Government Employees (excluding Brisbane City Council) Award 2003 State
- Queensland Local Government Officers' Award 1998¹

To provide clarity to the Employer, Employees, unions, payroll administrators and the Commission, this Agreement provides all the relevant employment arrangements, working hours, pay rates, penalties and allowances, leave, industrial consultation and other conditions that will apply to Employees covered by this Agreement.

This Agreement shall operate to the exclusion of all previous Enterprise Bargaining Agreements and Certified Agreements; Provided that where there is any inconsistency between the terms of this Agreement and the terms of the aforementioned awards, the terms of this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement is silent, the terms of the underpinning parent Award/s shall apply.

If, prior to the expiry of this Agreement, the terms and conditions of the Awards listed above are varied in any way which would have application to and increase the costs of Whitsunday Regional Council or its Employees beyond those resulting from this Agreement, then the parties will consult to clarify the potential impact of Award changes on Council or its Employees, to plan any required transition to new arrangements and identify actions which will mitigate against any impact on Council or its Employees. This may include reference to the Queensland Industrial Relations Commission.

1.7 NO EXTRA CLAIMS

The parties to this Agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wage or salary increases or improvements in employment conditions sought, or granted, except for those provided under the terms of this Agreement. This clause does not prevent any party to the underpinning award/s from seeking any amendment/s (including amendments to award wages, classifications or conditions) to the award/s: The parties will consult to clarify the potential impact of any Award variations applicable to Council or its Employees, and

¹ "Substitute State Award" given statutory effect by S768A of the Industrial Relations Act 1999.

identify actions which will mitigate against any increased costs. This may include reference to the Queensland Industrial Relations Commission.

The parties plan to commence negotiations for a new agreement no later than six (6) months prior to expiry of this agreement [i.e. before 1 January 2014].

1.8 GRIEVANCE AND DISPUTE RESOLUTION

The following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to this Agreement or HR policies. In circumstances where Council's issues resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the QIRC for conciliation and, where appropriate, arbitration.

Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following provisions.

Effective communication between Employees and Council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.

Any Employee or Employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.

If the matter is not resolved at this level, the grievance or matter in dispute shall be recorded in writing and the Employee/s shall discuss the matter/s at issue with the next higher level of management. The Employee/s may elect to be represented by an authorised officer of the relevant union or any other support person. Employees may seek assistance from the relevant union, other Employee, supervisor or other support person to properly record a grievance or dispute in writing.

Should the grievance remain unresolved, the matter should then be referred in writing to the Chief Executive Officer and an authorised officer of the relevant union or any other support person who will attempt to facilitate a resolution.

If after the above steps the matter remains unresolved, the dispute shall be referred to the Industrial Relations Commission for conciliation and, if the matter remains unresolved, arbitration. Once referred to the QIRC the parties are bound by the outcome.

While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached, except in the case of a genuine safety issue, when affected Employees shall be reassigned to alternate duties.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

The above procedures do not restrict the Employer or an Authorised Officer of the relevant union or any other support person from making representations to each other at any stage in this procedure.

1.9 CONSULTATION AND COMMUNICATION

The parties are committed to a consultative process which aims to facilitate workplace change where required through co-operation.

In addition to normal Management-Employee communications and consultation processes, it is agreed that the Consultative Committee will be the principal forum through which genuine consultation and discussion regarding any workplace reform or changes will occur between the Employer, Employees and the relevant unions.

The Consultative Committee will comprise the CEO and Management Representatives and Workplace Delegates representing Employees of Council. Officials of the Unions which are parties to this Agreement shall be invited and may attend any meeting of the Consultative Committee, may request items be added to the agenda for discussion and shall receive copies of minutes and information. If the CEO, management representative, workplace delegate or union official cannot attend a scheduled or urgent meeting of the Consultative Committee they shall nominate an alternate representative [proxy] to attend rather than postpone or reschedule the meeting.

During the term of this Agreement the Consultative Committee will meet at least four (4) times each year to monitor implementation and discuss issues arising out of the operation of the Agreement. Any party to this Agreement can request an urgent meeting of the Consultative Committee to discuss a matter of importance.

2.1 TYPES OF EMPLOYMENT

The Employer will advise new Employees through letter of appointment if their employment is permanent, temporary, for a fixed period or purpose or casual, and if it is full-time or part-time basis. Appointment to all positions shall be for a three (3) month probationary period unless there is agreement in writing between the Employer and the Employee as to what may constitute a reasonable period of probation.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence, qualifications and training provided that such duties are not designed to promote deskilling. An Employer may direct an Employee to carry out such duties and use such tools, equipment and plant as may be required provided that the Employee has been properly trained in the use of such tools, equipment and plant. Any direction issued by an Employer shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

2.1.1 Permanent Employment

A Permanent Employee is one engaged as such on a full-time or part-time basis with expectations of continuing employment, access to all forms of leave and to notice of termination and redundancy provisions, if ever required.

2.1.2 Temporary Employment

A Temporary Employee is one engaged for an agreed period or purpose, such as relieving another Employee during a period of leave or worker's compensation, or due to excess workload or seasonal business activity. The period of employment shall conclude at the date specified in the letter of appointment, unless terminated earlier by giving notice or extended or renewed in writing for a specified additional period. A Temporary Employee may be engaged on a full-time or part-time basis.

2.1.3 Fixed Term Employment

Fixed Term Employment is usually applicable to specific project or outcome, but with no potential for extension. Subject to satisfactory performance, a Fixed Term Employee would normally expect to complete their period of employment, or be paid for the agreed period. A Fixed Term Employee may be engaged on a full-time or part-time basis.

2.1.4 Full-time Employment

A Full-Time Employee is a permanent, temporary or fixed term who is engaged to work 38 hours per week, or 36.25 hours per week for administrative, technical and professional officers as per the relevant parent award.

2.1.5 Part-time Employment

A Part-time Employee means a permanent or temporary Employee who is employed for more than 10 hours per week but for less than the hours of a full-time Employee on agreed number of days and/or hours each week. A part-time Employee shall be paid an hourly rate equal to the weekly rate prescribed by this Agreement, divided by normal weekly hours [i.e. 36.25 or 38] for the classification under which they are engaged. A Part-time Employee may, by mutual agreement and in writing, working additional hours on any day or week, which shall be at the ordinary hourly rate or permitted as time-off-in-lieu; however overtime rates shall be paid for all time worked beyond 10 hours on any day or the hours prescribed for a full-time Employee in any week, or may access time-off-in-lieu on a time-for-time basis.

A part-time Employee shall be entitled to the full provisions prescribed for full-time Employees under this Agreement, on a pro-rata basis where applicable. Part-time Employees shall be entitled to receive *pro-rata* entitlements to annual leave, public holidays, sick leave, bereavement leave and long service leave, in accordance with this Agreement.

Where a public holiday falls on a day upon which a part-time Employee is normally engaged, that Employee shall be paid their ordinary time rate of pay for the number of hours normally worked on that day. Public Holiday rates shall apply for any time required to be worked.

2.1.6 Casual Employment

A Casual Employee is one who is engaged by the hour and does not accrue any leave, is not subject to Notice of Termination, or other benefit of permanent or temporary employment. The term "Casual Employee" shall not apply to Employees engaged as part-time Employees. At the commencement of the engagement the Employer will clarify whether the engagement is on a weekly or casual basis.

Casual Employees shall be paid a loading of 25% per hour in addition to the ordinary hourly rate with a minimum payment of three (3) hours for each engagement. Casuals working on weekends, other than overtime, shall be paid week-end penalties and public holiday penalty payments.

Casual Employees who work more than ten (10) hours in any one (1) day or more than 36.25 / 38 hours in any one (1) week shall be paid overtime in lieu of casual loading at the rate of 175% of the base ordinary time rate for the first three (3) hours on any day Monday to Saturday or 225% for any overtime beyond three (3) hours or worked on a Sunday.

2.1.7 Trainees and Apprentices

Trainees and Apprentices may be engaged under the terms of this Agreement.

2.2 TERMINATION OF EMPLOYMENT

In the event of termination of employment, the Employer will provide to the Employee whose employment has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

2.2.1 Resignation by Employee

An Employee may resign from their employment with the Employer after giving the appropriate notice prescribed by the relevant Award. If an Employee fails to give the required notice the Employer shall have the right to withhold from accrued leave and termination payments an equivalent amount that is due to the Employee for the period of notice.

2.2.2 Notice of Termination [other than redundancy]

The Employer may terminate the employment of an Employee after giving the following period of notice, or pay in lieu of such notice:

Period of Continuous Service	Period of Notice

•	Not more than 1 year	1 week
•	More than 1 year but not more than 3 years	2 weeks
•	More than 3 years but not more than 5 years	3 weeks
•	More than 5 years	4 weeks

In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least two (2) years' continuous service with Council shall be entitled to an additional week's notice.

Payment in lieu of notice shall include the ordinary working hours which would have been worked by the Employee; any allowances, loadings, penalties and other amounts that would have been payable to the Employee for the ordinary hours; and any other amounts payable under the Employee's employment contract.

The period of notice in this clause shall not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for specific period.

During the period of notice of termination given by the Employer, an Employee shall be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

Council will also pay all amounts due to the Employee for accrued annual leave and, if the Employee had completed at least seven (7) years' service, pro-rata Long Service Leave.

This clause shall not apply to Casual Employees or to Employees engaged for a specific period of time or for a specific task or tasks.

2.2.3 Abandonment of Employment

An Employee who has been absent for a period of seven (7) working days without the approval of their Supervisor and who does not, during such time, establish to the satisfaction of the Employer a reasonable cause for the absence, shall be deemed to have abandoned their employment.

Before an Employee is terminated on the basis of abandonment of employment, the Employer will make a reasonable effort to contact the Employee. Any termination of employment on the basis of abandonment shall be effective as from

the date of the last attendance at work or the last day's absence in respect of which consent was granted.

2.3 CLASSIFICATION

2.3.1 Classification of Roles

Employee classifications are as per the relevant Award.

The Employer will provide to each Employee a position description which clearly and accurately identifies as a minimum:

- The requirements of the job; the skills, knowledge, experience, qualifications and/or training required;
- The responsibility level of the position;
- The organisational relationship of the position;
- The accountability / extent of authority of the position;
- The classification level of the position.

To avoid any confusion in relation to classification, the relevant parent award will be applied.

2.3.2 Performance and Development Planning

During the life of this agreement, the Employer will utilise a performance and development planning process with each Employee as an opportunity to discuss contribution to Council objectives, team outcomes, personal goals and training requirements for the future. This process will assist where progression to the next pay increment requires satisfactory performance, and development information will be used to identify candidates for vacant roles and training programs.

Where satisfactory performance has not been given, the Employee will be notified in writing of the reasons why the performance has not been satisfactory and will be given an opportunity to address the unsatisfactory performance. Employees will have the opportunity to seek representation.

The situation will be reviewed at least quarterly by the Supervisor or Manager and where the Employee's performance has improved such that it is considered by the Supervisor or Manager to be deemed satisfactory the supervisor or manager may recommend to the Chief Executive Officer that an incremental increase is given from the date of the review.

2.3.3 Training

Employees must attend training courses as reasonably required by the Employer, unless the ability to attend is restricted (i.e. by illness or due to flooding etc.). Costs of such training will be borne by the Employer. Training is an integral part of career development and progress through the organisation will to a degree be a function of attendance and performance at schedule training courses.

The Employer will make all reasonable efforts to ensure that training is undertaken during normal working hours. However, where attendance at training requires hours outside of normal working hours for the individual Employee concerned (i.e. travel to the venue or attendance at the weekend) such time will be paid for at the appropriate ordinary time rate or accrued as time off in lieu (TOIL) on the basis of time for time where it is deemed that attendance is a mandatory requirement. Payment for time outside of normal working hours may be made where the Employer has deemed that the attendance at this training is mandatory. Payment may not be provided where the Employee has requested to attend or for attendance at conferences.

The Employer recognises that Employees may have family commitments that make travel to or attendance at training outside of normal working hours difficult and will give as much advance notice as possible to ensure Employees have access to training opportunities.

Employees who are required to undertake training to gain a First Aid certificate as part of their required duties and who do the required training after normal working hours without pay shall be awarded an amount of \$100 on successful completion of the course in lieu of their time committed to this training.

2.3.4 Tertiary Education

The parties agree that training opportunities should apply equally to all Employees as far as possible. Council commits to continue to supplement the cost of the relevant tertiary education for eligible Employees within the terms of the Council's current policy which will be discussed with the Consultative Committee.

2.3.5 Progression from Level 3 to Level 4

Level 3 of the Local Government Employee's Award will be used as the entry point for all Employees engaged on a permanent basis within Council's workforce. Following twelve (12) months service the Employer will review the Employee's safety record, performance, skills, attendance, and conduct through the Performance and Development Review process. The Employee may progress to Level 4 if performance on these criteria has been satisfactory, and the Employee demonstrates the skills required for Level 4 role. Should this annual review assess performance as less than satisfactory, then the Employee may commence a performance improvement plan and reviews will occur quarterly after the original date of review.

2.3.6 Higher Duties

An Employee who temporarily performs the majority of the duties of a higher level position shall be paid at the rate applicable to the position, or if only part duties undertaken, at a pay rate appropriate to the duties performed. Operational and trade Employees shall be paid at the higher rate for the whole day when performing higher duties for more than four (4) hours, and other Employees when performing the higher duties for more than one (1) day.

2.3.7 Reclassification

An Employee may request a review of the classification of their position. Such a request must be made in writing.

The Employer will, when requested in writing by an Employee, provide to the Employee in writing within eight (8) weeks of receipt of the written request:

- The Employee's classification
- The reasons for the Employee's appointment to that classification including:
 - o The characteristics of the position
 - o The requirements of the position
 - o The responsibilities of the position
 - The organisational relationships
 - o The extent of authority

Such a request shall only be made on an annual basis provided however that an Employee may make a request at any time where an Employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by the Employer, such that the position should be classified as a higher level position in accordance with the Classification Descriptors included in this Agreement.

An Employee may dispute the classification determination by the Employer. Any disputes that fare initiated regarding the classification shall be dealt with in accordance with the Grievance and Dispute Resolution Procedure included in Clause 1.8 of this Agreement. An Employee may request a representative to represent them during this process, who may be a Union Official.

2.3.8 Movement between Classifications

Movement between classifications will depend upon the performance and skills acquired and will be subject to the requirement for Employees with additional skills and the availability of higher grade positions. The Employer reserves the right to recruit Employees through a merit-based system to fill any job vacancies and is not required to place staff in higher graded positions even if they have gained the required skills.

The exception to this clause is a graduate or professional Employee holding at least a three (3) year degree from a recognised university or tertiary institute in a position that requires that qualification who is Employed at a classification Level 3 will progress to the relevant classification Level 5 within two (2) years of recruitment provided performance in the position has been satisfactory. Classifications referred to in this clause are in accordance with the classification structure contained in the relevant parent award.

2.3.9 Procedure for Classifying Engineering Trade Employees

All Employees engaged under this Agreement in engineering trade roles at the relevant classification levels shall be subject to the metal and engineering competency standards.

The points to be assigned to the classification levels under the Agreement shall be:

Award Classification Level Recommended points
C10 96 points
C9 12 additional points above C10
C8 24 additional points above C10

and in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide. The procedures for reclassifying engineering trade Employees under this Agreement are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing Industry Skills Council. Without detracting from any of the processes set out below, any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the grievance and dispute settling procedure in clause 1.8 of this Agreement.

Where the Employee has a relevant qualification recognised as a minimum training requirement for the level at which the Employee seeks to be classified and the Employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the Employee shall be classified appropriately. It is up to the Employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an Employee's work.

Where skill standards have not been finalised in respect of any class of work and this is necessary for determining an Employee's classification, the Employee shall be classified in accordance with the classification definitions as per the relevant award.

Other provisions to be followed where competency standards are being implemented:

- (a) Management and Employee representatives responsible for oversighting the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
- (b) Such briefings / training courses on the metal and engineering competency standards and Implementation Guide should be approved by the Manufacturing Industry Skills Council ("MISC"). These briefings / training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MISC recognised provider with the approval of the relevant parties at the enterprise level.
- (c) The above does not exclude the delivery of additional training or advice by the parties or the MISC to enterprises.

Where necessary, arrangements shall be made for an assessment and report by experts representing the relevant industry parties, or a representative of the Queensland Industry Skills Council. Whitsunday Regional Council and the relevant union shall consider the experts' report(s) and agree on a course of action to resolve the concerns of the initiating party. A record of any agreement will be forwarded to the relevant enforcement agency such as the Department of Industrial Relations. If the concerns are not resolved any party may seek the assistance of the Queensland Industrial Relations Commission, in accordance with the Grievance and Dispute Resolution Procedure.

PART 3 WORKING HOURS, OVERTIME AND PENALTIES

3.1 HOURS OF WORK

3.1.1 Ordinary Hours of Work

The ordinary hours of work for full-time Administrative, Technical and Professional Employees shall average 36.25 hours per week, and for Operational, Trade and Supervisory Employees shall average 38 hours per week.

- (a) Daily working hours shall be worked continuously, except for meal breaks, between the hours of 6.00 a.m. and 6.00 p.m.
 - It is agreed between the parties that the normal daily hours of work will be structured to allow for Employees to work on the basis of nine (9) days within a two (2) week period. Whenever possible all Employees will access their RDO each fortnight, however RDOs may be accrued and taken as provided in Clause 5.8.
- (b) The ordinary hours of work shall not exceed 10 hours per day, or 12 hours according to an agreed roster.
- (c) Start and Finish times for ordinary hours of work may be staggered or varied within the daily work hours to meet the needs of customers, operations or the business.
- (d) The method of implementing the 38 hour week for Operational, Trade and Supervisory Employees may be altered by the Employer after giving seven (7) days' notice or such shorter period as may be mutually agreed upon between the Employer and the majority of Employees concerned. Prior to an alteration of the method of implementing the 38 hour week, the Employer shall consult with the Employees concerned.

(e) Different arrangements of work cycles and ordinary hours within work cycles may apply to individual Employees, groups or sections of Employees.

3.1.2 Payment for Employees engaged under Local Government Officer's Award working a 38 hour week

All employees engaged under the Local Government Officer's Award who are required to work 38 hours per week will be paid 36.25 hours per week at the rate of ordinary time and the remaining 1.75 hours per week at the rate of time and a half.

3.2 OVERTIME

- (a) An Employee may be required to work reasonable overtime to meet operational and business needs, whilst taking account of safety and fatigue management requirements.
- (b) Except as otherwise provided in this Agreement all authorised work performed outside or in excess of the rostered starting and ceasing times for ordinary hours shall be deemed to be overtime.
- (c) All overtime hours worked Monday to Saturday shall be paid at 150% of the Employee's ordinary hourly rate for the first two (2) hours and at 200% of the ordinary hourly rate thereafter.
- (d) All overtime hours worked on a Sunday shall be paid for at 200% of the Employee's ordinary hourly rate.
- (e) All overtime hours worked on a Public Holiday shall be paid at 250% of the Employee's ordinary hourly rate, that is 150% in addition to ordinary time paid for the public holiday for work during an Employee's normal work times, and 250% for additional hours worked.
- (f) Call back or recall to duty where an Employee is recalled to perform duty after completion of their normal or prescribed hours or after completion of their rostered shift and having left the job site or on a rostered day off shall be paid for a minimum of four (4) hour's work at the appropriate overtime rate. The commencement and finishing times for which the Employee shall be paid is calculated from the Employee's place of residence. Any subsequent call-out within four (4) hours of the first call will not attract additional payment, unless work continues beyond the initial four (4) hour period, when overtime rates will continue to apply. Any subsequent call-out before the resumption of ordinary hours within the same 24 hour period shall be paid a minimum of two (2) hours at the appropriate penalty rate, or the actual time taken if the call-out extends beyond two (2) hours.
- (g) Rest period after performing overtime duty an Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not at least 10 consecutive hours off duty between these times shall be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary time. If an Employee resumes or continues work upon the expressed direction of the Employer without having had such 10 consecutive hours off duty, the Employee shall be paid double the ordinary time rate until the Employee is released from such duty for such period and the Employee shall be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (h) A salaried officer may only be paid overtime with the prior approval of the Chief Executive Officer, or with subsequent approval where an emergency situation required the officer's attendance and it was not practical to gain prior approval. Salaried Officers who are required to work overtime shall accrue Time-Off-In-Lieu [TOIL] on a time-for-time basis and take equivalent time off at a mutually agreed time, normally within three (3) months or prior to taking annual leave.
- (i) Where an Employee responds remotely by computer access or by telephone to an after-hours contact or alarm, they will be paid one (1) hour at their ordinary time rate subject to the approval of their Manager.

3.3 REST PAUSES

- (a) Each Employee shall be entitled to a rest pause of 10 minutes' duration during the first and second half for each ordinary working day. The rest pause shall be taken separately from the meal break and shall be taken at such a time and in such a way as not to interfere with the continuity of operations.
- (b) Provided that where a majority of Employees agree, the rest pauses may be combined into one 20 minute rest pause, to be taken in first part of the work day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary day is broken up into three (3) approximately equal working periods.

3.4 MEAL BREAKS

- (a) An Employee shall not be required to work more than six (6) hours without a break for a meal. The meal break shall be unpaid and shall not be less than 30 minutes and not more than one (1) hour. The meal break shall be taken in a way as not to interfere with the continuity of operations.
- (b) Where the efficiency of the Employer may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes, without penalty. The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed. Otherwise, all work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken.
- (c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a-half hours, an Employee is entitled to commence a rest break of 30 minutes to be paid at the appropriate rate, within one and a-half hours of ceasing such ordinary time work.
- (d) An Employee working overtime must be allowed a rest / meal or crib break of 30 minutes without deduction of pay after each further four (4) hours of overtime worked (after the first one and a-half hours of such overtime worked as referred to in (c) above) if the Employee is to continue work after such break.
- (e) An Employee who is required to return or come in to the workplace to perform overtime on any of the Employee's ordinary working days (other than on a public holiday) but which work does not continue after the ordinary ceasing time [i.e. non-continuous overtime, call-back], shall be entitled to a 30 minute rest / meal / crib break after the completion of each four (4) hours of overtime worked, and no deduction of pay shall be made.
- (f) An Employee who is required to report to work to perform overtime of more than two (2) hours, but less than four (4) hours prior to the ordinary starting time shall be allowed 30 minutes meal / crib break at the ordinary starting time for which the Employee shall be paid at ordinary time rates.
- (g) Where a day worker is required to work overtime on any Saturday, Sunday or public holiday, and where such overtime is not continuous with rostered ordinary hours such Employee shall be entitled to:
 - Where in excess of six (6) hours overtime is to be worked, an unpaid meal break of no less than 30 minutes and not more than one (1) hour not later than six (6) hours after the commencement of duty;
 - Where in excess of 9.5 hours overtime is to be worked (including overtime referred to above) a further 30 minute meal rest / meal or crib break with no deduction of pay; and
 - A further 30 minute rest / meal or crib break for each further four (4) hours worked where such overtime is to continue beyond the respective four (4) hour period, with no deduction of pay in respect to such break.
- (h) An Employer and Employee may agree to vary the times for taking meal break to meet the circumstances of the work in hand, but the Employer is not required to make any additional payment as a result of such change.

3.5 FLEXIBLE WORK AND ANNUALISED ARRANGEMENTS

With the agreement of their Director, Employees may work flexible hours to meet personal circumstances subject to ensuring sufficient personnel are available during normal hours of work to maintain appropriate levels of customer service. The total number of hours worked by each Employee must be in accordance with the terms and conditions of their employment.

Employees may, by agreement with their Director, work an annualised hours arrangement which may include approved additional hours above their normal annual allocation (i.e. 1976 hours per annum for full time operational, trade and supervisory Employees, 1885 hours per annum for full time administrative, technical or professional Employees, prorata hours for part time Employees). Additional hours will be approved on an individual basis based on the needs of each business area. Such additional hours will be paid at the appropriate rate.

Employees, whether engaged to work additional hours or not, may elect to have their salary and allowances packaged as an annual amount.

Where additional hours are worked Employees may elect to terminate their annualised hours arrangement 12 months after the date of commencement of their annualised hours arrangement.

Directors may elect not to offer additional hours or an extension of additional hours at their discretion. A minimum period of notice of 28 days will be provided in writing.

3.6 **JOB START LOCATIONS**

Taking into account the variety of duties undertaken by Council's operational and trade Employees, the following arrangements will be instituted with regard to the times and location of the commencement of duties of each working day as follows:

- With regard to the following categories of works they will be applied only to specific projects where it is easily recognised that they are site specific and there will be no daily modification to the site of the works. The Employer shall give the undertaking that arrangements for these categories of works shall be made a minimum of five (5) working days in advance of the commencement of the arrangements.
- For Employees working on a job site less than 15km from a Council Depot, it is proposed that commencement and finish times of the daily ordinary hours of work shall occur "on the job". Travel time to and from the job site will be undertaken in the Employee's own time. Travel shall be undertaken via the Employee's own vehicle or by arrangement with the Supervisor and dependent on requirements of the work being undertaken.
- Office, Workshop or Depot Employees sent out to any job and who travel in the Employer's time (i.e. being paid at the appropriate rate) shall be provided with appropriate transport or paid vehicle allowance by such Employees, from shop, workshop or depot to job and from job to shop, workshop or depot.
- Employees who are required to start and/or finish on site beyond 15km from a depot or recognised centre, on an ordinary working day and not travelling in the Employer's time shall be paid at ordinary time rate for the period of travel and, unless provided with transport, shall be paid the vehicle allowance for kilometres in excess of their normal daily travel if using their own vehicle.

3.7 SERVICING OF PLANT ITEMS AND LIGHT VEHICLES

Unless repairs or major servicing approved by the appropriate Team Leader is required all regular servicing and lubrication of plant and light vehicles shall be undertaken "on the job". Plant/Vehicles shall not be travelled from the job site to the respective Depots at the end of the ordinary hours of work on a daily/weekly basis unless approved by the relevant Team Leader. The decision shall be based on the inability to source an appropriate secure location to store such equipment or for reasons such as the need to access such plant for after hours emergency call out, etc.

Servicing is to be performed at the time which least disrupts Council's operations and will be at the discretion of the relevant Team Leader. Council will commit to provide such equipment and training as is necessary to ensure the mechanically correct, safe and environmentally responsible methods of undertaking the servicing and lubrication of the plant/vehicle.

3.8 WET WEATHER

All time lost due to wet weather shall be paid at ordinary time rates, provided that Employees report for work and hold themselves in readiness. The supervisor under whose direction the Employees are working on that day shall decide whether or not it is too wet to work. Employees who are prevented from performing their normal duties due to wet weather shall perform alternative duties or training as directed by their Employer during such periods.

3.9 PUBLIC HOLIDAYS

Employees not required to work on Public Holidays shall be allowed leave without loss of ordinary pay for the following Public Holidays:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day (the first Monday in May);
- the Birthday of the Sovereign;
- Annual Show Day in Proserpine, Bowen or Collinsville;
- Christmas Day;
- Boxing Day:
- any day appointed under the Holidays Act 1983, to be kept in place of any such holiday

3.9.1 Work on Public Holidays

Any Employee who is required to work on a public holiday shall be paid, in addition to ordinary pay for that day, for the time actually worked at 1½ times the ordinary rate prescribed for such work with a minimum of four (4) hours. Time worked on a public holiday in excess of the ordinary hours or outside the ordinary starting and ceasing times for the day of the week on which such holiday falls, shall be paid for at double the rate applicable to overtime worked on an ordinary day.

3.9.2 Substitution of Holidays

Where there is agreement between the majority of Employees concerned and the Employer and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified above; provided that, where an Employee is subsequently required to work on such substituted day, the Employee shall be paid the rate applicable for the holiday that has been substituted.

PART 4 PAY RATES AND ALLOWANCES

4.1 WAGE AND SALARY RATES

With effect from 1 July 2011, Council will apply the pay rates noted in Schedule A.

As part of the 1st July 2011, the amount of \$28.00 will be added to the base rate of Council's Operational, Trades and Supervisory Employees. This amount absorbs the Construction, Reconstruction, Alteration, Repair and/or Maintenance Work Allowance (CWA); Clay Pit Allowance, Quarry Allowance, Dirt Money Allowance and Divisional and District Allowance under the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003.

These consolidated pay rates will be further increased from 1 July 2012, and again from 1 July 2013. A schedule of pay rates is attached to this agreement [Schedule A].

4.2 SALARY PACKAGING / SALARY SACRIFICE

Salary packaging options are available to all Employees provided that Council does not incur additional costs as a result of the activity. All Employees are to obtain evidence that they have independent financial advice outlining limitations before salary sacrificing. Proof of such advice may be requested by the Employer. Employees should refer to the ATO website for information about items available for salary packaging.

[NB: Salary sacrifice of required and voluntary Employee contributions to Superannuation may provide the only tax effective benefit for local government Employees.]

4.3 LOCALITY ALLOWANCE

In addition to remuneration otherwise payable, an officer shall be paid a Locality Allowance in accordance with Public Service Directive 19/99 as follows:

For Employees supporting a dependent spouse and/or children

\$ 29.40 / week

For Employees not supporting a dependent spouse and/or children

\$ 15.90 / week

4.4 LEADING HAND ALLOWANCE

An Employee who is designated by the Employer as Leading Hand to be in charge of the work of other Employees shall be paid the following applicable rate.

	1 July 2011	1 July 2012	1 July 2013
	Weekly	Weekly	Weekly
	rate	rate	rate
Leading Hand Plumber / Operational	\$ 26.30	\$ 27.25	\$ 28.25
Leading Hand Engineering Trade	\$ 33.60	\$ 34.80	\$ 36.00
Plumber-in-charge	\$ 54.60	\$ 56.55	\$ 58.60

The Leading Hand Allowance shall be regarded as part of the wage of the Employee concerned and apply for all purposes (overtime, leave, superannuation, etc.).

Leading Hand Allowance shall not apply to an Employee for whom team leadership / ganger or supervision is comprehended in their role classification, or is engaged in the operation and or control of an installation (such as a treatment plant, swimming pool or pound) or where the Employee's position requires that they work in conjunction

with an assistant [e.g. Tradesperson assisted by another Employee or overseeing the work of an apprentice].

4.5 FIRST AID ALLOWANCE

A qualified Employee appointed by the Employer to perform first-aid duties, and who works three (3) days or more in any one (1) week, shall be paid \$15.20 per week in addition to their ordinary rate of pay. [The First Aid Allowance shall be increased to \$15.75 per week from 1 July 2012 and to \$16.30 per week from 1 July 2013.]

4.6 TRADES TOOL ALLOWANCE

A tool allowance shall be payable to all tradespersons who are required to supply and use their own tools at the rate of \$28.14 per week. The Tool Allowance will be increased to \$29.15 with effect from 1 July 2012 and to \$30.20 from 1 July 2013.

Tradespersons shall replace or pay for any tools supplied by their Employer which are lost as a result of negligence on the part of the Employee.

4.7 VEHICLE ALLOWANCE

Where the Employer requests an Employee to use their own vehicle for business travel or to travel from job to job on the same day, and such Employee agrees to do so, the Employee shall be paid 75 cents per kilometre travelled as reimbursement for all expenses including tolls and charges. [The rate shall be increased to 78 cents per kilometre from 1 July 2012 and to 80 cents per kilometre from 1 July 2013.]

4.8 CAMPING ALLOWANCE

Employees who are required to stay in camps because it is impractical to return home shall be paid \$61.70 per day, (including Saturday and Sunday where applicable), that they are required to stay at the camp. This amount shall increase to \$63.90 per day from 1 July 2012 and \$66.20 per day from 1 July 2013.

4.9 INCIDENTAL ALLOWANCE

Employees who for the purposes of their work are required to stay overnight at a place other than their usual residence shall be entitled to payment of incidental allowance, and will be paid at the rate of \$12.10 per day. This amount shall increase to \$12.50 per day from 1 July 2012 and \$12.90 per day from 1 July 2013.

4.10 GRAVE DIGGERS ALLOWANCE

To replace existing allowances for cemetery operations and grave digging duties which involve exhumation, human seepage and working in wet holes, Employees assigned to such sites may claim double time for the actual time spent on the said duties.

Where the Employee is engaged under the annualised hours option referred to in clause 3.5 the actual hours worked will be deducted from total annualised hours.

4.11 LIVE SEWER ALLOWANCE

- a) Employees engaged occasionally on work which involves direct personal contact with raw sewage, in a live sewer or internal cleaning of septic tanks, releasing blockages in sewerage lines, septic tanks and connections thereto, shall be paid 50% addition to the applicable ordinary time, for all time so engaged, with a minimum payment for four (4) hours on any day when so engaged.
- b) During overtime and work on Saturdays, Sundays or public holidays Plumbers and other Employees shall be paid in addition to the relevant overtime, week-end or public holiday rate an additional payment of 50% of ordinary time rate for all time engaged on live sewer work.
- c) 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 internal cleaning of septic tanks and cleaning of mechanical plant which 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.
- d) Live Sewer Allowance shall not apply to Employees engaged in the operation of, or supervision of work at, sewerage or waste water treatment plants.

e) Operators of Sewerage and Waste Water Treatment Plants shall be paid an additional 30 minutes at their ordinary rate for each day that they are required to hose out wet wells.

4.12 TOILET CLEANING ALLOWANCE / POUND CLEANING ALLOWANCE

Employees who are required to clean toilets and pound facilities shall be paid an allowance of \$8.90 per week, increasing to \$9.20 per week from 1 July 2012 and \$9.50 per week from 1 July 2013. This allowance shall also apply to employees who are required to remove bodily fluids from public places.

4.13 DEAD ANIMAL REMOVAL ALLOWANCE

Employees will be paid an allowance of \$8.90 per day when removing dead animals. This allowance will increase to \$9.20 per day from 1 July 2012 and \$9.50 per day from 1 July 2013.

4.14 POISON SPRAY ALLOWANCE

Employees using poison sprays for the control of noxious weeds such as pear, burr and groundsel, and for control of mosquitoes and other pests shall be paid an additional amount at the rate of \$13.60 per week whilst engaged in such work. This allowance will increase to \$14.10 per week from 1 July 2012 and \$14.60 per week from 1 July 2013.

4.15 TRAILER ALLOWANCE

Employees driving a motor vehicle to which a light trailer, caravan, compressor, concrete mixer, lighting plant, welding plant, road broom or generator set is attached shall be paid an allowance of \$3.17 per day. This rate shall apply whether the trailer is loaded or empty and regardless of whether the trailer has a single axle or has more than one axle. This allowance will increase to \$3.25 per day from 1 July 2012 and \$3.40 per day from 1 July 2013.

4.16 UNIFORMS

Uniforms will be provided to Employees in accordance with the Whitsunday Regional Council Uniforms policy as the minimum standard to be applied. Any proposed changes to this policy will be discussed with the Consultative Committee.

4.17 WORK IN THE RAIN

When an Employee is required to work in the rain, they shall wear waterproof clothing as provided by the Employer, where practicable. If an Employee gets their work clothing wet as a result of a requirement to perform work in the rain, regardless of wearing the waterproof clothing supplied by the Employer, the Employee shall be paid single time in addition to ordinary time or overtime payments for the time between becoming wet and changing into dry clothes or until the Employee ceases work, whichever is the earlier.

4.18 ON-CALL ALLOWANCE

An on call allowance of \$209.00 per week will be paid for Employees who are required to be on call and attend emergencies which are directed to the Employee through Council's after-hours service. This weekly rate will increase to \$217.00 per week from 1 July 2012 and \$225.00 per week from 1 July 2013.

Where Employees are on call on a daily basis only (i.e. to provide back up where the designated on call officer is unavailable due to absence from work) the on call allowance will be paid as follows:

- For being on call on Monday to Friday (inclusive and including any Public Holidays) the daily rate will be \$19.00 per day increasing to \$20.00 per day from 1 July 2012 and \$21.00 per day from 1 July 2013.
- For being on call on Saturday (inclusive and including any Public Holidays) the daily rate will be \$38.00 per day increasing to \$39.00 per day from 1 July 2012 and \$40.00 per day from 1 July 2013.
- For being on call on Sunday (inclusive and including any Public Holidays) the daily rate will be \$76.00 per day, increasing to \$78.00 per day from 1 July 2012 and \$80.00 per day from 1 July 2013.

Further it is agreed that the Employee who is replaced on call will not receive an on call allowance for any days when they are unavailable and are so replaced.

Any call outs made after normal working hours will be compensated in the following manner:

• For those Employees working an annualised hours arrangement, a four (4) hour credit for the first call out on that day. Where the Employee is called to attend a further emergency within that initial four (4) hour period no additional time will be credited. Where the initial callout(s) last beyond four (4) hours the actual time of

- attendance will be credited for the nearest hour. During any subsequent call out, a minimum of two (2) hours will be credited or, where the call out extends beyond two (2) hours, the actual time taken.
- For those Employees who have maintained their existing arrangements in accordance with this Agreement and the relevant Parent Award, payment for four (4) hours at the appropriate penalty rate for the first call out. Where the Employee is called to attend a further emergency within that initial four (4) hour period no additional payment will be made. Where the initial call out(s) last beyond four (4) hours, the actual time to the nearest hour will be paid at the appropriate penalty rate. During any subsequent call out, a minimum of two (2) hours will be paid at the appropriate penalty rate or, where the call out extends beyond two (2) hours, the actual time taken.

Employees who are on call must be able to be contacted and be able to respond immediately or within a reasonable period of time. Therefore the Employee will be provided with a mobile phone.

Where an Employee is on call on a gazetted or substitute Public Holiday, irrespective of whether a call occurs or not, a day's leave will be credited to allow the Employee to take a day off in lieu.

This Agreement replaces any and all existing Industrial Agreements for on call allowances.

4.19 FARES AND TRAVELLING ALLOWANCE – LICENCED PLUMBERS

The following allowance shall be made to Employees (other than regular shop or workshop Employees while employed in such shop or workshop) to compensate for excess fares and travelling time incurred in travelling to and from places of work within radii respectively herein below stated measured from the General Post Office, Brisbane or the principal Post Office in the town or city outside Brisbane in which the work is being carried out.

Up to 50 Kilometres

\$ 11.50 per day

4.20 SUPERANNUATION

Council will continue to meet its legal obligations in relation to superannuation contribution benefits for all eligible Employees, as prescribed by the Local Government Act 1993 and in accordance with the terms of the Local Government Superannuation Scheme.

At the time of making this Agreement Council was required to contribute 12% of an Employee's ordinary time rate and each Employee was required to contribute 6% of their ordinary time pay.

If the Employer is required by Commonwealth or State legislation, Regulation or Local Government Super rules to pay an increased contribution to Employee superannuation, the Parties will confer to identify actions to mitigate and offset the additional labour costs. If sufficient and appropriate offsets cannot be identified to deliver equivalent savings within the same financial year, and which are sustainable in subsequent years the Council may apply to the Queensland Industrial Relations Commission for relief.

4.21 VACCINATIONS

One flu vaccination per Employee per year will be offered for the life of this agreement. The vaccinations will be offered in April / May each year of this agreement.

Vaccinations for tetanus, Hepatitis A & B will be offered on a needs basis to any Employees who are deemed to be at risk.

PART 5 LEAVE BENEFITS

5.1 PERSONAL LEAVE

All full-time Employees will have access to personal leave of 15 days per annum (i.e. 108.75 hours for Employees who work 36.25 hours and 114 hour for Employees who work 38 hours per week), with pro-rata accrual for part time Employees. Personal leave which is not accessed will accrue from one (1) year to the next, and accruals will not be capped; however in accordance with the Queensland Industrial Relations Regulation, the Employer is not required to pay personal leave in excess of 13 weeks in any 12 month period.

- If an Employee is absent from work due to personal leave he/she must contact their immediate Team Leader, Coordinator or Manager within one (1) hour of normal commencement times advising of their absence;
- Contact must be made personally by telephone or in person by either the Employee or an immediate family or household member;
- Failure to notify will result in non-approval of personal leave and absence being classed as leave without pay;
- The above procedure must occur on each day of an absence not covered by a medical certificate;

- Immediately following the recommencement of duties, the Employee must complete a personal leave notification form detailing the period involved and any particular reason for such absence;
- Absences up to two (2) working days do not require the production of a medical certificate but they are required for all absences in excess of two (2) working days;
- In an effort to address repetitive or excessive unexplained absences from the workplace, the Employer will work with the unions to initiate a process for exploring and minimising such absences;
- For the calendar year period, once an Employee reaches ten (10) days of uncertified absences, each absence thereafter may have to be certified.

5.1.1 Personal Leave Bonus Scheme

The personal leave bonus scheme will continue to operate for permanent Employees covered by this Agreement. This scheme will pay bonuses in the first full pay period in February each year for all permanent Employees who have had limited personal leave.

- 0 (zero) hours leave \$400
- Up to and including 10 hours leave \$300
- Up to and including 20 hours leave \$250
- Up to and including 30 hours leave \$200
- Up to and including 38 hours leave \$100

No payment will apply for Employees who have more than 38 hours Personal Leave in the previous calendar year to 31 December.

Pro-rata entitlements will apply to Employees not engaged for the entire twelve (12) month period.

For the purposes of this bonus, leave taken that has been debited from the personal leave accruals for bereavement leave purposes will not be counted when calculating this bonus.

5.2 ANNUAL LEAVE

All Employees shall have the benefit of five (5) weeks annual leave per annum (pro-rata for part time Employees). Applications for annual leave must be applied for in writing on the appropriate form and approved in advance prior to the leave being taken. No leave will be approved subsequent to an absence occurring which will be considered leave without pay. The Employer reserves the right to refuse leave applications or defer them to a more mutually acceptable period subject to work commitments.

A loading of 17.5% will apply to annual leave when it is taken, except where this is absorbed within an annualised pay arrangement.

The maximum accrued annual leave entitlement which can be held at any one time is ten (10) weeks. The Employer reserves the right to direct an Employee to take such excess leave after prior notification that the Employee would be required to make arrangements for the taking of the excess leave within a period of six (6) months from the date of the notification. Failure to access this excess leave would lead to the Employer directing the Employee to take annual leave to bring his/her entitlement below the maximum leave with the provision of three (3) weeks notice.

5.3 LONG SERVICE LEAVE

All Employees shall accrue thirteen (13) weeks long service leave after ten (10) years of service, with pro-rata use of long service leave available after seven (7) years.

Applications for periods of long service leave for periods greater than one (1) week should be made a minimum of two (2) weeks in advance of the proposed commencement of the leave. All applications for annual or long service leave should not be considered approved until a signed copy is returned to the Employee. This should be done within two (2) days of the Employee lodging the application.

The Employer reserves the right to refuse leave applications or defer them to a more mutually acceptable period subject to work commitments. However leave shall not be unreasonably withheld.

5.4 CULTURAL AND CEREMONIAL LEAVE

Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of the Employer being met, the parties agree that:

An Employee who identifies as coming from such a background shall be given reasonable opportunity to

- practice the spiritual and cultural requirements of their culture;
- Where an Employee chooses to practice spiritual or cultural beliefs which take them away from worksite or workplace, the Employee will be required to apply for annual leave, Rostered Days Off or TOIL for these purposes.

5.5 BEREAVEMENT LEAVE

An Employee shall on the death of a member of the Employees immediate family or a member of the Employee's household be entitled on notice to five (5) days bereavement leave with three (3) days bereavement leave and two (2) days from personal leave accruals and such leave shall be without reduction of pay for a period not exceeding the number of ordinary hours that would have been worked by the Employee. Proof of such death shall be furnished by the Employee to the satisfaction of the Employer if asked.

Definitions of immediate family and household:

- A spouse (including husband and/or wife, former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite or same sex of the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis.
- A child or adult child (including adopted, or step or an ex-nuptial child).
- Parent or parent in law of the Employee.
- Grandparent of the Employee or grandparent of the spouse of the Employee.
- Grandchild of the Employee or grandchild of the spouse of the Employee.
- Sibling of the Employee or sibling of the spouse of the Employee.

In exceptional circumstances the Employer may grant paid or unpaid leave outside the provisions outlined above.

5.6 LEAVE WITHOUT PAY

The Employer agrees to the provision of "Leave without Pay" for special circumstances exhibited by an Employee subject to the approval of the Chief Executive Officer.

Occurrences of leave without pay do not entitle the Employee to accrue annual leave, long service leave or personal leave.

Employees returning from leave without pay will resume the same position (or one of equal stature if the original position no longer exists).

Continuity of service is not affected by the taking of leave without pay.

5.7 PARENTAL LEAVE

In addition to the Federal Government Paid Parental Leave provision of 18 weeks payment at the national minimum wage, Council will continue to pay the wages of such Employees for six (6) weeks of the total leave taken. The six (6) weeks paid maternity leave may be taken as twelve (12) weeks at half pay. For Employees to be eligible for paid maternity leave, the Employee must have completed one (1) year's continuous service with Council immediately prior to the taking of the leave.

Employees whose partner have given birth or who has adopted a child will be entitled to one (1) week's paid parental leave at the time of the birth or the adoption, in addition to any provision under the Federal Government Paid Parental Leave scheme.

Employees will be provided with up to two (2) years unpaid leave if they are the primary caregiver where the Employee agrees to return to permanent employment and does so for at least six (6) months following the period of absence.

Employees may be required to complete a statutory declaration stating that they will be the primary caregiver for their child during this period. This provision will apply equally to male and female Employees.

The Employer will consider any request for part-time work or flexible work arrangement for an Employee returning to work after Maternity Leave, taking into account the Employee's skills and capabilities and the needs of the Council. Any agreed arrangement shall be subject to six (6) monthly reviews and shall cease when the child commences school, unless otherwise agreed.

5.8 ROSTERED LEAVE

It is agreed between the parties that the normal daily hours of work will be structured to allow for Employees to work

on the basis of nine (9) days within a two (2) week period. Whenever possible all Employees will access their RDO each fortnight.

- RDO's are to be taken on a Monday or Friday each fortnight or, by mutual agreement, on any other day of the
- Staff are not able to accrue any more than five (5) RDO's.
- Accrued RDOs are to be taken within 12 months of their accrual or are to be paid out.
- When required, and by mutual agreement, an RDO may be accrued (held in credit) to be taken at a later date.
- Except in emergency cases, five (5) days notice is to be given verbally to each Employee that is required to work on any scheduled RDO. Where an Employee is directed by a supervisor to work an RDO, and no provision is made for accrual of or scheduling of an alternative day, payment of this RDO worked will be paid at overtime rates.
- Banked RDO's may be accessed by the Employee making written application to their Supervisor at least five (5) days prior to the requested leave. The Supervisor may waive this notice in the case of special emergency or unforeseen circumstances. The Employer reserves the right to refuse applications on the basis that the leave applied for may result in the administrative and work operations of Council to be rendered less efficient or more costly as a consequence.
- Banked RDO's will be paid in the pay period in which they are taken.
- Employees retain the right to refuse to work on a scheduled RDO.
- Agreement to take or work an RDO will not be unreasonably withheld or refused by either party.

5.9 TIME OFF IN LIEU (TOIL)

When an operational or trade Employee works overtime they will normally be paid at overtime rates, however at the Employee's request in writing equivalent Time off in Lieu may be accrued at ordinary rates (i.e. time-for-time).

Accrued time off must be taken within six (6) months of the date of its accrual or prior to the taking of annual leave [NB: As an Employee may be directed to take annual leave exceeding two (2) years accrual, and TOIL would have to be taken first extending the period of directed annual leave.]

5.10 DEFENCE RESERVE TRAINING LEAVE

The Employer shall permit an Employee to attend Defence Reserve training provided that at least one (1) month's notice of such attendance is given. Such leave shall be without loss of ordinary time earnings, provided that the Employee reimburses Council any pay received from the Commonwealth for periods of training during what would have been the Employee's ordinary working hours.

Periods of active service will be provided as approved leave without pay, but will count as service for accrual of long service leave.

5.11 JURY SERVICE

An Employee, other than a Casual Employee, required to attend for jury service during their ordinary working hours shall notify their Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Employer with proof of such attendance, the duration of such attendance and the amount received from the Court for attendance.

The Employee will be paid their ordinary time rates for any period of absence due to Jury Service, and the Employee shall reimburse Council the equivalent of any payment received from the Court, other than meal and travelling payments.

If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

5.12 EMERGENCY SERVICES LEAVE

An Employee who is, or who becomes, a member of an emergency services agency must seek permission from the CEO to attend emergency callouts.

Where permission is given the Employee shall be allowed leave with pay equivalent to the ordinary time pay for the period agreed to by the Employer. This leave shall not place any responsibility on Council as to the conduct of or work undertaken by an Employee on such leave. Council has no responsibility for any expenses incurred during the Employee's absence to conduct emergency work.

Such periods of leave will be recognised for the accrual of benefits.

5.13 SPECIAL LEAVE – FLOODING AND NATURAL EVENTS

An amount of Special Leave – Flooding and Natural Events, being a maximum of two (2) days on an annual financial year basis and non-accruable, may be granted to Employee's who are unable to attend their normal place of work, or such other work place, that may be nominated on an individual or collective basis in respect of flooding and natural events, in the following circumstances:

- Where the Employee is unable to travel to work due to the closure of public roads due to events such as flooding and cyclonic disturbances;
- Where the Employee must, of necessity, remain at home to safeguard the Employee's family or property;
- Where the Employee is required to return home before the Employee's usual ceasing time to ensure personal safety or the protection of the Employee's family or property;
- Where Special Leave Flooding and Natural Events is sought on the basis of an Employee being unable to safely travel to and from work, the Employee must remain in a situation and/or condition of being able to attend work should suitable safe travel happen to be arranged.

Where flooding and natural events may exist, and Special Leave has been exhausted, then Employees may access other types of leave and accruals in accordance with provisions that already exist.

In interpreting this agreement it is to be remembered that Council is a community service organisation and has a lead role to play in times of flooding and other natural events. In order to discharge this responsibility, it is essential that an adequate number of staff are available to fulfil various roles, and at various locations throughout the Region, subject to the personal safety of Employees and their families.

The Employer may nominate alternate places of work for certain Employees whose presence may be desired in order to address flooding and natural events preparedness and response. For the purpose of this agreement, these alternate places of work are to be taken as the Employee's normal work place for the duration of the natural event.

The Chief Executive Officer may approve additional Special Leave in extraordinary circumstances.

PART 6 EMPLOYMENT SECURITY AND ORGANISATIONAL CHANGE

6.1 PROMOTING A PERMANENT WORKFORCE AND EMPLOYMENT SECURITY

Whitsunday Regional Council will maintain a permanent workforce during the term of this Agreement and is committed to job security for its permanent Employees who demonstrate commitment to Council and satisfactory work performance. The parties acknowledge that employment security for Employees assists in ensuring workforce stability, cohesion and motivation and is central to achieving the objectives of this Agreement. Employment security is achieved by productive, high performing Employees delivering value and required services.

Council does not intend to initiate any forced redundancies during the term of this Agreement. Natural attrition, redeployment and/or retraining will be the preferred option when implementing organisational changes that result in positions being no longer required.

Council will utilise temporary, casual and contract employment where required to supplement permanent workforce, to undertake projects and where specialist skills are not available within the workforce. Council acknowledges that long term Casual Employees may seek permanent positions with Council and have access to independent review for unfair dismissal in accordance with the provisions of the relevant legislation and case law. Temporary, casual or contract Employees may apply for advertised vacancies, and may request permanent appointment, but there will be no requirement for the Employer to convert casual, temporary or contract Employees to permanent employment.

Trainees will not be used in positions within the permanent workforce which will detrimentally affect employment opportunities for permanent employees.

6.2 INTRODUCTION OF CHANGES

Where the Employer intends to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on Employees, the Employer will consult the Employees who may be affected by the proposed changes and, where relevant, their Union or Unions. The Employer will provide in writing to the Employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees; Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

As soon as practicable after making the decision, the Employer will consult the Employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be displaced, and the time when, or the period over which, any changes, redeployments or redundancies will be implemented), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

For the purposes of this clause, 'significant effects' includes termination of permanent employment, major changes in the composition, operation or size of the Employer's permanent workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs or reporting relationships within Council's organisational structure; Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

6.3 CONTRACTING / OUTSOURCING SERVICES OR FUNCTIONS

Council will utilise and promote the use of permanent Council Employees for the undertaking of Council's maintenance and repair works, services and operations and, where possible, capital works. During the life of this Agreement, the Employer will minimise the contracting out or leasing of any works and services currently provided by Council* and will seek to contract / outsource works and services currently provided by permanent Council Employees only in the following circumstances:

- Where funding from State or Commonwealth governments, such as for construction, reconstruction or natural disaster recovery, is conditional and cannot be applied to normal work by permanent Employees.
- In the event of a critical shortage of skilled staff.
- The lack of available infrastructure capital and the significant cost of providing technology and tooling.
- Extraordinary or unforeseen circumstances.
- It is in the public interest that such services should be contracted out.

*This excludes previously contracted services and the proposal to contract the construction, operation and maintenance of Water and Sewerage / Waste Water Treatment Plants within the Region.

Where Council seeks to contract out or lease any Council works and services being undertaken or have the ability / capacity to be undertaken by permanent Council Employees in accordance with the above criteria, the relevant Unions will be formally notified in writing and consulted as early as possible. As part of the consultation process information will be provided supporting Council's decision. Employees and relevant unions will be consulted before any steps are taken to call tenders or enter into any otherwise legally binding arrangement for the provision of Council's current services by an external provider. It is the responsibility of all parties to participate fully in discussions on any proposals to contract out or lease any Council functions.

If, after full consultation as outlined above, Employees are affected by the necessity to contract out or lease any functions currently performed by Council permanent Employees, the Employer will:

- Negotiate with relevant Unions employment arrangements to assist Employees to move to employment with the contractor.
- Ensure that Employees are given the option to take up employment with the Contractor in the first instance.
- Explore options for retraining and redeployment elsewhere within Council for Employees who cannot transfer their employment to the contractor.
- Give Employees who cannot gain employment with the contractor and for whom no suitable positions are
 available within Council, the option of accepting a voluntary redundancy before any forced redundancy is
 exercised as a last resort.

6.4 TRANSMISSION OF BUSINESS

Where the Whitsunday Regional Council transmits, or proposes to transmit, to a new Employer the business or any part of the business covered by this Agreement, the Employer shall notify the Employees affected and the relevant union/s. As soon as practicable, the Employer will discuss with the employees affected and the relevant union/s the effect of the transmission of business.

The Employer will consider and respond to any reasonable concerns raised by Employees and the relevant union/s about the terms of the proposed transmission. In the event of a dispute about the Employer's response to concerns raised by Employees, the Grievance and Dispute Resolution clause of this Agreement will be utilised to resolve these concerns.

The Employer will make every effort to facilitate a transfer of employment to the new Employer under conditions which are not less favourable than applied whilst the Employee was engaged by Council. Where a Council Employee transfers with the transmitted business activity and becomes an Employee of the new Employer (the 'transmittee'), the Employee's continuity of employment shall be deemed not to have been broken by reason of such transmission; and the period of employment with Council shall be deemed to be service with the transmittee. The Employee will be given a certificate detailing any leave accruals and other benefits relating to service which have been transferred to the new employer. Council will not be obliged to provide retraining, redeployment or redundancy to any Employee who is offered suitable alternative employment in a similar or 'like' role or could reasonably transfer their employment to the transmittee.

The Employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the Employees and the relevant union and the proposed new Employer.

6.5 REDUNDANCY AND SEVERANCE PROVISIONS

6.5.1 Transfer to lower paid duties

Where an Employee whose position has been made redundant is transferred to lower paid duties, the Employee shall be paid the rate of their previous (redundant) position for three (3) years. The amounts payable to the Employee for the ordinary working hours will include allowances, loadings, and any other amounts payable under the Employee's employment terms for their previous role.

During this three (3) year period the Employer will actively seek to retrain or redeploy the affected employee to a suitable vacancy or redesigned role at a level equivalent to their previous role. Following two (2) years, should the Employee not have been retrained or redeployed to a role at a level equivalent to their previous role, the Employer will red circle the Employee's salary as it was three (3) years from the date of transfer to lower paid duties, until such time as the salary of the position occupied reaches the level currently paid to the Employee.

6.5.2 Notice and Severance Payments

As a minimum Council will guarantee the following notice periods:

Period of Continuous 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 giving of notice and with not less than two (2) years continuous service shall be entitled to an additional one (1) week's notice. Payment in lieu of notice shall be made if the appropriate notice is not given.

As a minimum an Employee whose employment is terminated shall be entitled to the following amounts of severance pay.

Three (3) weeks pay for each year of service capped at a maximum of thirty-three (33) weeks in total and a minimum of ten (10) weeks. ['Weeks' Pay' means the ordinary time rate of pay for the Employee concerned, excluding overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.]

Redundancy will not apply where employment is terminated as a consequence of misconduct on the part of the Employee, or to Employees engaged for a specific period or task(s) or to temporary or casual Employees. Council shall not be liable to pay redundancy / severance pay where it obtains suitable alternative employment for the Employee, but shall transfer accrued leave or pay out annual and long service leave accruals.

6.5.3 Notice to Centrelink

Council will notify Centrelink as soon as possible after a decision is made to offer redundancy giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of persons normally employed and the period over which the terminations are intended to be carried out.

6.5.4 Time off during notice period

An Employee whose position is redundant will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment, but shall be required to produce proof of attendance at an interview or a statutory declaration to support payment for the time absent.

6.5.5 Employee leaving during notice

An Employee who has been notified of redundancy may terminate their employment during the period of notice, and shall be entitled to the same benefits and payments as if they had continued employment until the expiry of such notice: Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

6.6 EMPLOYEE ASSISTANCE PROVISION

Council will continue to make an Employee Assistance Service available to its Employees. An Employee Assistance Program (EAP) is an initiative to provide all Employees with confidential counselling and support for workplace and personal issues.

PART 7 CONSULTATION AND INDUSTRIAL RELATIONS

7.1 NEW EMPLOYEES

The Council will provide all new Employees with a copy of this Agreement upon engagement. The Council shall advise the relevant union delegate of the engagement of a new Employee. The Council shall continue to provide Employees with payroll deduction facility for Union membership fees.

7.2 WORKPLACE DELEGATES

The Council recognises the role that the union workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including this Agreement) and dispute resolution. On being notified in writing by the relevant union that an Employee has been appointed as a workplace delegate the Council will recognise the Employee as a union workplace delegate and allow them the following:

- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- (b) reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
- (c) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members.

7.3 FACILITIES AND CONDITIONS

The following facilities and conditions will be made available to the relevant union workplace delegates and members of the Consultative Committee or any other Employee involved in any consultative forum.

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid. This includes reasonable time for preparation for meetings, reporting back and travelling to and from meetings.
- (b) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
- (c) Access to a room will be provided to discuss employment matters.
- (d) No Employee will be disadvantaged as a result of activities conducted in accordance with this Clause.
- (e) Union delegates shall have the right to place notices on staff notice boards (excluding safety related notice boards) at Council's premises, provided that such notices deal with legitimate and appropriate Union business.

Council shall facilitate all employees covered by this Agreement to become and remain financial members of the relevant Union. Council shall facilitate Employees to become or remain union members by:

- Providing the Union representative at the workplace the opportunity to advise all Employees in relation to membership of a union;
- Upon authorisation from the Employee, deducting Union membership dues, as levied by the union in accordance with its rules, from the pay of Employees who are members of the Union. Such monies shall be forwarded to the relevant Union each fortnight.

7.4 TRADE UNION TRAINING LEAVE

Subject to the receipt of a written application by the respective industrial organisation and with at least one (1) month advance notice an Employee who is an elected union delegate will be granted up to five (5) working days leave (non-cumulative) per annum on ordinary pay to attend conferences, meetings, courses and seminars conducted by his / her respective industrial organisation, provided that the maximum number of Whitsunday Regional Council Employees attending a course or seminar at the same time will be four (4) in total.

7.5 RIGHT OF ENTRY

An authorised officer of a union party to this Agreement will have rights of access and entry to the premises of the Council in accordance with the provisions of the *Queensland Industrial Relations Act 1999* and relevant Workplace Health and Safety legislation.

7.6 MEETINGS

Employees will be granted reasonable time off with pay within working hours to attend meetings designed to improve workplace relations within the Employer, including union meetings, subject to the approval of the Chief Executive Officer.

SCHEDULE A RATES OF PAY

The following rates apply from the date of certification of the agreement.

SIGNATORIES

Signed for and on behalf of Whitsunday Regional Council In the presence of	
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland In the presence of:	
Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland, Union of Employees In the presence of:	•
Signed for and on behalf of the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees In the presence of:	
Signed for and on behalf of The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland In the presence of:	
Signed for and on behalf of the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland In the presence of:	
Signed for and on behalf of the Queensland Services, Industrial Union of Employees In the presence of:	
Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees In the presence of:	
Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch In the presence of:	

					2011/12						2012/13			2013/14						
LEVEL	CURRENT WEEKLY	INCREASE %	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% WEEKLY INC	ALLOWANCE S ABSORBED	PROPOSED RATE INC ALLOW ABSORB	INCREASE %	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% Increase	INCREASE %	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% Increase		
		4.00%	34						4.00%	\$36.00				4.00%	38.00					
LGE1	736.81	766.28	770.81	770.81	34	4.61%	28	798.81	830.76	834.81	834.81	36.00	4.51%	868.20	872.81	872.81	38.00	4.55%		
LGE2	779.13	810.3	813.13	813.13	34	4.36%	28	841.13	874.78	877.13	877.13	36.00	4.28%	912.22	915.13	915.13	38.00	4.33%		
LGE3	790.78	822.41	824.78	824.78	34	4.30%	28	852.78	886.89	888.78	888.78	36.00	4.22%	924.33	926.78	926.78	38.00	4.28%		
LGE4	802.23	834.32	836.23	836.23	34	4.24%	28	864.23	898.80	900.23	900.23	36.00	4.17%	936.24	938.23	938.23	38.00	4.22%		
LGE5	815.92	848.56	849.92	849.92	34	4.17%	28	877.92	913.04	913.92	913.92	36.00	4.10%	950.48	951.92	951.92	38.00	4.16%		
LGE6	839.42	873	873.42	873.42	34	4.05%	28	901.42	937.48	937.42	937.48	36.06	4.00%	974.98	975.48	975.48	38.00	4.05%		
LGE7	863.8	898.35	897.8	898.35	34.55	4.00%	28	926.35	963.40	962.35	963.40	37.05	4.00%	1,001.94	1,001.40	1,001.94	38.54	4.00%		
LGE8	886.16	921.61	920.16	921.61	35.45	4.00%	28	949.61	987.59	985.61	987.59	37.98	4.00%	1,027.10	1,025.59	1,027.10	39.50	4.00%		
C10	815.92	848.56	849.92	849.92	34	4.17%	28	877.92	913.04	913.92	913.92	36.00	4.10%	950.48	951.92	951.92	38.00	4.16%		
C9	856.72	890.99	890.72	890.99	34.27	4.00%	28	918.99	955.75	954.99	955.75	36.76	4.00%	993.98	993.75	993.98	38.23	4.00%		
C8	897.51	933.41	931.51	933.41	35.9	4.00%	28	961.41	999.87	997.41	999.87	38.46	4.00%	1,039.86	1,037.87	1,039.86	39.99	4.00%		
C7	938.31	975.84	972.31	975.84	37.53	4.00%	28	1003.84	1,043.99	1,039.84	1,043.99	40.15	4.00%	1,085.75	1,081.99	1,085.75	41.76	4.00%		
C6	1019.9	1060.7	1053.9	1060.7	40.8	4.00%	28	1088.7	1,132.25	1,124.70	1,132.25	43.55	4.00%	1,177.54	1,170.25	1,177.54	45.29	4.00%		
BT1	843.44	877.18	877.44	877.44	34	4.03%	28	905.44	941.66	941.44	941.66	36.22	4.00%	979.32	979.66	979.66	38.00	4.04%		
BT2	885.01	920.41	919.01	920.41	35.4	4.00%	28	948.41	986.35	984.41	986.35	37.94	4.00%	1,025.80	1,024.35	1,025.80	39.45	4.00%		
BT3	919.55	956.33	953.55	956.33	36.78	4.00%	28	984.33	1,023.70	1,020.33	1,023.70	39.37	4.00%	1,064.65	1,061.70	1,064.65	40.95	4.00%		

					2011/12						2012/13			2013/14						
LEVEL	CURRENT WEEKLY	INCREASE	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% WEEKLY INC	ALLOWANCES ABSORBED	PROPOSED RATE INC ALLOW ABSORB	INCREASE %	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% Increase	INCREASE %	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% Increase		
		4.00%	34						4.00%	36.00				4.00%	38.00					
1.1	775.65	806.68	809.65	809.65	34	4.38%	0	809.65	842.04	845.65	845.65	36.00	4.45%	879.48	883.65	883.65	38.00	4.49%		
1.2	788.65	820.2	822.65	822.65	34	4.31%	0	822.65	855.56	858.65	858.65	36.00	4.38%	893.00	896.65	896.65	38.00	4.43%		
1.3	805.32	837.53	839.32	839.32	34	4.22%	0	839.32	872.89	875.32	875.32	36.00	4.29%	910.33	913.32	913.32	38.00	4.34%		
1.4	823.87	856.82	857.87	857.87	34	4.13%	0	857.87	892.18	893.87	893.87	36.00	4.20%	929.62	931.87	931.87	38.00	4.25%		
1.5	857.26	891.55	891.26	891.55	34.29	4.00%	0	891.55	927.21	927.55	927.55	36.00	4.04%	964.65	965.55	965.55	38.00	4.10%		
1.6	876.3	911.35	910.3	911.35	35.05	4.00%	0	911.35	947.80	947.35	947.80	36.45	4.00%	985.72	985.80	985.80	38.00	4.01%		
2.1	885.23	920.64	919.23	920.64	35.41	4.00%	0	920.64	957.47	956.64	957.47	36.83	4.00%	995.76	995.47	995.76	38.30	4.00%		
2.2	906.24	942.49	940.24	942.49	36.25	4.00%	0	942.49	980.19	978.49	980.19	37.70	4.00%	1,019.40	1,018.19	1,019.40	39.21	4.00%		
2.3	927.22	964.31	961.22	964.31	37.09	4.00%	0	964.31	1,002.88	1,000.31	1,002.88	38.57	4.00%	1,043.00	1,040.88	1,043.00	40.12	4.00%		
2.4	948.97	986.93	982.97	986.93	37.96	4.00%	0	986.93	1,026.41	1,022.93	1,026.41	39.48	4.00%	1,067.46	1,064.41	1,067.46	41.06	4.00%		
3.1	972.45	1011.35	1006.45	1011.35	38.9	4.00%	0	1011.35	1,051.80	1,047.35	1,051.80	40.45	4.00%	1,093.88	1,089.80	1,093.88	42.07	4.00%		
3.2	995.55	1035.37	1029.55	1035.37	39.82	4.00%	0	1035.37	1,076.78	1,071.37	1,076.78	41.41	4.00%	1,119.86	1,114.78	1,119.86	43.07	4.00%		
3.3	1017.91	1058.7	1051.98	1058.7	40.72	4.00%	0	1058.7	1,101.05	1,094.70	1,101.05	42.35	4.00%	1,145.09	1,139.05	1,145.09	44.04	4.00%		
3.4	1040.76	1082.39	1074.76	1082.39	41.63	4.00%	0	1082.39	1,125.69	1,118.39	1,125.69	43.30	4.00%	1,170.71	1,163.69	1,170.71	45.03	4.00%		
4.1	1063.57	1106.11	1097.57	1106.11	42.54	4.00%	0	1106.11	1,150.35	1,142.11	1,150.35	44.24	4.00%	1,196.37	1,188.35	1,196.37	46.01	4.00%		
4.2	1086.45	1129.91	1120.45	1129.91	43.46	4.00%	0	1129.91	1,175.11	1,165.91	1,175.11	45.20	4.00%	1,222.11	1,213.11	1,222.11	47.00	4.00%		
4.3	1109.33	1153.7	1143.33	1153.7	44.37	4.00%	0	1153.7	1,199.85	1,189.70	1,199.85	46.15	4.00%	1,247.84	1,237.85	1,247.84	47.99	4.00%		
4.4	1132.15	1177.44	1166.15	1177.44	45.29	4.00%	0	1177.44	1,224.54	1,213.44	1,224.54	47.10	4.00%	1,273.52	1,262.54	1,273.52	48.98	4.00%		
5.1	1154.96	1201.16	1188.96	1201.16	46.2	4.00%	0	1201.16	1,249.21	1,237.16	1,249.21	48.05	4.00%	1,299.17	1,287.21	1,299.17	49.97	4.00%		
5.2	1177.81	1224.92	1211.81	1224.92	47.11	4.00%	0	1224.92	1,273.92	1,260.92	1,273.92	49.00	4.00%	1,324.87	1,311.92	1,324.87	50.96	4.00%		
5.3	1200.67	1248.7	1234.67	1248.7	48.03	4.00%	0	1248.7	1,298.65	1,284.70	1,298.65	49.95	4.00%	1,350.59	1,336.65	1,350.59	51.95	4.00%		
6.1	1239.22	1288.79	1273.22	1288.79	49.57	4.00%	0	1288.79	1,340.34	1,324.79	1,340.34	51.55	4.00%	1,393.96	1,378.34	1,393.96	53.61	4.00%		
6.2	1278.39	1329.53	1312.39	1329.53	51.14	4.00%	0	1329.53	1,382.71	1,365.53	1,382.71	53.18	4.00%	1,438.02	1,420.71	1,438.02	55.31	4.00%		
6.3	1318	1370.72	1352	1370.72	52.72	4.00%	0	1370.72	1,425.55	1,406.72	1,425.55	54.83	4.00%	1,482.57	1,463.55	1,482.57	57.02	4.00%		
7.1	1357.61	1411.91	1391.61	1411.91	54.3	4.00%	0	1411.91	1,468.39	1,447.91	1,468.39	56.48	4.00%	1,527.12	1,506.39	1,527.12	58.74	4.00%		
7.2	1397.23	1453.12	1431.23	1453.12	55.89	4.00%	0	1453.12	1,511.24	1,489.12	1,511.24	58.12	4.00%	1,571.69	1,549.24	1,571.69	60.45	4.00%		
7.3	1436.83	1494.3	1470.83	1494.3	57.47	4.00%	0	1494.3	1,554.07	1,530.30	1,554.07	59.77	4.00%	1,616.23	1,592.07	1,616.23	62.16	4.00%		
8.1	1484.36	1543.73	1518.36	1543.73	59.37	4.00%	0	1543.73	1,605.48	1,579.73	1,605.48	61.75	4.00%	1,669.70	1,643.48	1,669.70	64.22	4.00%		

8.2	1531.87	1593.14	1565.87	1593.14	61.27	4.00%	0	1593.14	1,656.87	1,629.14	1,656.87	63.73	4.00%	1,723.14	1,694.87	1,723.14	66.27	4.00%
8.3	1579.43	1642.61	1613.43	1642.61	63.18	4.00%	0	1642.61	1,708.31	1,678.61	1,708.31	65.70	4.00%	1,776.65	1,746.31	1,776.65	68.33	4.00%
8.4	1624.04	1689	1658.04	1689	64.96	4.00%	0	1689	1,756.56	1,725.00	1,756.56	67.56	4.00%	1,826.82	1,794.56	1,826.82	70.26	4.00%
8.5	1668.65	1735.4	1702.65	1735.4	66.75	4.00%	0	1735.4	1,804.82	1,771.40	1,804.82	69.42	4.00%	1,877.01	1,842.82	1,877.01	72.19	4.00%

					2011/12						2012/13					2013/14		
LEVEL	CURRENT WEEKLY	INCREASE	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% WEEKLY INC	ALLOWANCES ABSORBED	PROPOSED RATE INC ALLOW ABSORB	INCREASE %	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% Increase	INCREASE	WEEKLY \$ INCREASE	PROPOSED WEEKLY RATE	\$ WEEKLY INC	% Increase
		4 00%	34						4.00%	36.00		*		4.00%	38.00			
TSO1.1	775.65	806.68	809.65	809.65	34	4.38%	28	837.65	871.16	873.65	873.65	36.00	4.30%	908.60	911.65	911.65	38.00	4.35%
TSO1.2	788.02	819.54	822.02	822.02	34	4.31%	28	850.02	884.02	886.02	886.02	36.00	4.24%	921.46	924.02	924.02	38.00	4.29%
TSO1.3	805.32	837.53	839.32	839.32	34	4.22%	28	867.32	902.01	903.32	903.32	36.00	4.15%	939.45	941.32	941.32	38.00	4.21%
TSO1.4	823.87	856.82	857.87	857.87	34	4.13%	28	885.87	921.30	921.87	921.87	36.00	4.06%	958.74	959.87	959.87	38.00	4.12%
TSO1.5	842.41	876.11	876.41	876.41	34	4.04%	28	904.41	940.59	940.41	940.59	36.18	4.00%	978.21	978.59	978.59	38.00	4.04%
TSO1.6	861.63	896.1	895.63	896.1	34.47	4.00%	28	924.1	961.06	960.10	961.06	36.96	4.00%	999.51	999.06	999.51	38.44	4.00%
TSO2.1	885.23	920.64	919.23	920.64	35.41	4.00%	28	948.64	986.59	984.64	986.59	37.95	4.00%	1,026.05	1,024.59	1,026.05	39.46	4.00%
TSO2.2	906.24	942.49	940.24	942.49	36.25	4.00%	28	970.49	1,009.31	1,006.49	1,009.31	38.82	4.00%	1,049.68	1,047.31	1,049.68	40.37	4.00%
TSO2.3	927.22	964.31	961.22	964.31	37.09	4.00%	28	992.31	1,032.00	1,028.31	1,032.00	39.69	4.00%	1,073.28	1,070.00	1,073.28	41.28	4.00%
TSO2.4	948.97	986.93	982.97	986.93	37.96	4.00%	28	1014.93	1,055.53	1,050.93	1,055.53	40.60	4.00%	1,097.75	1,093.53	1,097.75	42.22	4.00%
TSO3.1	972.45	1011.35	1006.45	1011.35	38.9	4.00%	28	1039.35	1,080.92	1,075.35	1,080.92	41.57	4.00%	1,124.16	1,118.92	1,124.16	43.24	4.00%
TSO3.2	995.55	1035.37	1029.55	1035.37	39.82	4.00%	28	1063.37	1,105.90	1,099.37	1,105.90	42.53	4.00%	1,150.14	1,143.90	1,150.14	44.24	4.00%
TSO3.3	1017.91	1058.7	1051.98	1058.7	40.72	4.00%	28	1086.7	1,130.17	1,122.70	1,130.17	43.47	4.00%	1,175.37	1,168.17	1,175.37	45.21	4.00%
TSO3.4	1040.76	1082.39	1074.76	1082.39	41.63	4.00%	28	1110.39	1,154.81	1,146.39	1,154.81	44.42	4.00%	1,201.00	1,192.81	1,201.00	46.19	4.00%
TSO4.1	1063.57	1106.11	1097.57	1106.11	42.54	4.00%	28	1134.11	1,179.47	1,170.11	1,179.47	45.36	4.00%	1,226.65	1,217.47	1,226.65	47.18	4.00%
TSO4.2	1086.45	1129.91	1120.45	1129.91	43.46	4.00%	28	1157.91	1,204.23	1,193.91	1,204.23	46.32	4.00%	1,252.40	1,242.23	1,252.40	48.17	4.00%
TSO4.3	1109.33	1153.7	1143.33	1153.7	44.37	4.00%	28	1181.7	1,228.97	1,217.70	1,228.97	47.27	4.00%	1,278.13	1,266.97	1,278.13	49.16	4.00%
TSO4.4	1132.15	1177.44	1166.15	1177.44	45.29	4.00%	28	1205.44	1,253.66	1,241.44	1,253.66	48.22	4.00%	1,303.80	1,291.66	1,303.80	50.15	4.00%
TSO5.1	1154.96	1201.16	1188.96	1201.16	46.2	4.00%	28	1229.16	1,278.33	1,265.16	1,278.33	49.17	4.00%	1,329.46	1,316.33	1,329.46	51.13	4.00%
TSO5.2	1177.81	1224.92	1211.81	1224.92	47.11	4.00%	28	1252.92	1,303.04	1,288.92	1,303.04	50.12	4.00%	1,355.16	1,341.04	1,355.16	52.12	4.00%
TSO5.3	1200.67	1248.7	1234.67	1248.7	48.03	4.00%	28	1276.7	1,327.77	1,312.70	1,327.77	51.07	4.00%	1,380.88	1,365.77	1,380.88	53.11	4.00%
TSO6.1	1239.22	1288.79	1273.22	1288.79	49.57	4.00%	28	1316.79	1,369.46	1,352.79	1,369.46	52.67	4.00%	1,424.24	1,407.46	1,424.24	54.78	4.00%
TSO6.2	1278.39	1329.53	1312.39	1329.53	51.14	4.00%	28	1357.53	1,411.83	1,393.53	1,411.83	54.30	4.00%	1,468.30	1,449.83	1,468.30	56.47	4.00%
TSO6.3	1318	1370.72	1352	1370.72	52.72	4.00%	28	1398.72	1,454.67	1,434.72	1,454.67	55.95	4.00%	1,512.86	1,492.67	1,512.86	58.19	4.00%
TSO7.1	1357.61	1411.91	1391.61	1411.91	54.3	4.00%	28	1439.91	1,497.51	1,475.91	1,497.51	57.60	4.00%	1,557.41	1,535.51	1,557.41	59.90	4.00%
TSO7.2	1397.23	1453.12	1431.23	1453.12	55.89	4.00%	28	1481.12	1,540.36	1,517.12	1,540.36	59.24	4.00%	1,601.98	1,578.36	1,601.98	61.61	4.00%
TSO7.3	1436.83	1494.3	1470.83	1494.3	57.47	4.00%	28	1522.3	1,583.19	1,558.30	1,583.19	60.89	4.00%	1,646.52	1,621.19	1,646.52	63.33	4.00%
TSO8.1	1484.36	1543.73	1518.36	1543.73	59.37	4.00%	28	1571.73	1,634.60	1,607.73	1,634.60	62.87	4.00%	1,699.98	1,672.60	1,699.98	65.38	4.00%

TSO8.2	1531.87	1593.14	1565.87	1593.14	61.27	4.00%	28	1621.14	1,685.99	1,657.14	1,685.99	64.85	4.00%	1,753.43	1,723.99	1,753.43	67.44	4.00%
TSO8,3	1579.43	1642.61	1613.43	1642.61	63.18	4.00%	28	1670.61	1,737.43	1,706.61	1,737.43	66.82	4.00%	1,806.93	1,775.43	1,806.93	69.50	4.00%
TSO8.4	1624.04	1689	1658.04	1689	64.96	4.00%	28	1717	1,785.68	1,753.00	1,785.68	68.68	4.00%	1,857.11	1,823.68	1,857.11	71.43	4.00%
TSO8.5	1668.65	1735.4	1702.65	1735.4	66.75	4.00%	28	1763.4	1,833.94	1,799.40	1,833.94	70.54	4.00%	1,907.29	1,871.94	1,907.29	73.36	4.00%