

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Rockhampton Regional Council Certified Agreement 2012 - Internal Employees

Matter No. CA/2012/33

Commissioner Thompson

24 May 2012

CERTIFICATE

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

Rockhampton Regional Council Certified Agreement 2012 - Internal Employees – CA/2012/33

Made between:

Rockhampton Regional Council

AND

Queensland Services, Industrial Union of Employees;
United Voice, Industrial Union of Employees, Queensland;
Actors, Entertainers and Announcers Equity Association, Queensland, Union of Employees; and
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

The agreement was certified by the Commission on 24 May 2012 and shall operate from 24 May 2012 until its nominal expiry on 16 December 2014.

This agreement replaces Rockhampton Regional Council Enterprise Bargaining Certified Agreement Internal Employees 2008 (CA/2008/347).

By the Commission.

Commissioner Thompson

Rockhampton Regional Council Certified Agreement 2012 Internal Employees

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PART ONE: ADMINISTRATIVE ARRANGEMENTS

1.1 Title

- 1.1.1 This Agreement shall be known as the Rockhampton Regional Council Certified Agreement 2012 – Internal Employees.
- 1.1.2 This Agreement supersedes and replaces all previous Enterprise Bargaining Agreements and other industrial arrangements that had application to Rockhampton Regional Council and its employees.

1.2 Parties Bound

- 1.2.1 The parties bound by this Agreement are:

- Rockhampton Regional Council

And, employees who are members of the following Unions or are eligible to become so and for whom a classification contained in this Agreement applies:

- **APESMA** – The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (ABN: 99 589 872 974)
- **United Voice, Industrial Union of Employees** – Queensland Branch (ABN: 69 844 574 256)
- **Actors, Entertainment and Announcers Equity Association, Queensland, Union of Employees** (ABN: 84 054 775 598)
- **QSU** – Queensland Services, Industrial Union of Employees (ABN: 86 351 665 653)

- 1.2.2 This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement shall not apply to any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment as per clause 6.5 or 6.6 of the *Queensland Local Government Officers' Award 1998*.

1.3 Facilitative Provision for Employees

- 1.3.1 An employee appointed to a position at level 7.1 or higher of the *LGOA* or equivalent, may request to enter into a contract of employment (contract) that shall be subject to the terms and conditions of this Agreement, except to the extent that particular terms and conditions are provided in such contract, in which case the latter terms and conditions shall prevail.

- 1.3.2 For the purpose of this clause the following definitions shall apply;
- a) A Continuous Performance Contract means a contract of employment that it is not a limited duration contract and is based on continued satisfactory performance similar to employees employed under relevant Awards and Certified Agreements.
 - b) A Limited Term Contract means a contract of employment that is usually of a term not less than 12 months or more than four (4) years. Such contracts are also subject to satisfactory performance.
- 1.3.3 Such contracts shall only be binding if it provides for employment conditions, which, on the whole, are more beneficial to the employee than this Agreement. In determining if the contract is more beneficial it is a global assessment and not a clause by clause assessment.
- 1.3.4 Notwithstanding sub-clause 1.2.2 where an employee is at level 7.1 or higher of the *LGOA* or equivalent they may request to have either a Continuous Performance Contract or a Limited Term Contract.
- 1.3.5 Where an employee enters into a contract under this provision, the employee accepts all of the terms of that contract. The ongoing employment of an employee on contract is subject to the terms of the contract.
- 1.3.6 The terms of a contract under this provision shall be recorded in writing and signed by an authorised representative of the employer and the employee. The contract can only be varied by mutual consent. Such variations must be recorded in writing and signed by an authorised representative of the employer and the employee.
- 1.3.7 For positions at level 7.1 or higher of the *LGOA* or equivalent the employer may at their discretion, through the recruitment process, offer a contract to recruit for vacant positions.
- 1.4 Date and Period of Operation**
- 1.4.1 This Agreement shall be effective from the date of certification by the QIRC and shall continue to have effect from the date of certification or until varied or terminated in accordance with the relevant legislation in place at the time or in accordance with clause 1.4.2. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect until it is varied or terminated.
- 1.4.2 The Parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective agreement at least six (6) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date is 16 December 2014.
- 1.5 Relationship to Parent Awards**
- 1.5.1 This Agreement shall be read and applied in conjunction with the terms of the parent Awards listed below, as varied from time to time, provided that where there is any inconsistency between this Agreement and the Awards listed below; this Agreement shall prevail to the extent of the inconsistency.
- Children’s Services Award State 2006
 - Queensland Local Government Officers’ Award 1998
 - Theatrical Employees’ Award – State 2003
 - Training Wage Award – State 2003
- 1.6 Objectives of this Agreement**
- 1.6.1 Provide a framework for working conditions and remuneration for employees of the employer for the period of the Agreement.
- 1.6.2 Provide a consultative environment for the employer, Council’s Leadership Team, employees and their Unions to develop and engage in continuous improvement, efficient work practices and improved service delivery.
- 1.7 Definitions**
- 1.7.1 Continuous Shift Work shall mean a series of shifts where an employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week.
- 1.7.2 Day, for the purpose of On-Call Allowance, shall mean that period from an employees finishing time on one ordinary working day to the starting time of the next ordinary working day.

- 1.7.3 Employer shall have the same meaning as that cited in the *Local Government Act 2009*, i.e. Chief Executive Officer.
- 1.7.4 Immediate Family shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, step grandchild or sibling of the employee or spouse of the employee.
- 1.7.5 Nominated Representative shall mean a person nominated by an employee whether they are a Union representative, delegate or support person.
- 1.7.6 Registered Health Professional shall mean a medical practitioner registered with the Medical Board of Queensland or similar registration authority.
- 1.7.7 QIRC shall mean the Queensland Industrial Relations Commission.
- 1.7.8 Internal Staff shall mean employees who have application under Awards and/or contract in accordance with clauses 1.3 and 1.5.1.
- 1.7.9 LGOA means the Queensland Local Government Officers' Award 1998.

PART TWO: EMPLOYMENT SECURITY & WELLBEING

2.1 Employment Security

- 2.1.1 The employer shall maintain a permanent workforce during the term of this Agreement, and the employer is committed to job security for its permanent employees.
- 2.1.2 Volunteers or other unpaid persons cannot be used to replace permanent positions.

2.2 Consultation Processes

Where the employer seeks to contract out or lease any Council functions and is required to go to the State Government for approval, the relevant Unions shall be consulted as early as possible. Discussions shall take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangements for the provision of services by an external provider.

2.3 Contracting Out

The employer reserves the right to contract out or to lease current services in the following circumstances:

- a) In the event of shortages of skilled employees and resources; or
- b) The lack of available infrastructure capital and the cost of providing technology; or
- c) Extraordinary or unforeseen circumstances; or
- d) That it is in the public benefit that such services should be contracted out.

2.4 Health and Wellbeing

The employer is committed to the health and wellbeing of all employees and will make available to its employees a range of programs to assist and support a healthy lifestyle.

2.5 Developing a Learning Culture

The Parties are committed to ongoing learning at both an organisational and individual level and the employer shall facilitate an environment that encourages employees to:

- learn and apply new skills and knowledge;
- adapt to new ways of working and;
- participate in initiatives that enhance productivity;
- continuing the established custom and practice of mentoring employees in the day to day development of on the job skills and learning; and
- which assists the employer to most effectively meet current and future needs.

2.6 Transition to Retirement Arrangements

- 2.6.1 Transition to retirement arrangements may be available to those employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employer and employee.
- 2.6.2 Any such arrangements between the employer and employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):
- a) weeks to be worked over the period;
 - b) minimum ordinary hours per week;
 - c) days on which the work is to be performed including the daily starting and finishing times; and/or
 - d) duty statement for the period.
- 2.6.3 These arrangements may be varied by mutual agreement between the employer and employee and any agreed amendments are to be documented.
- 2.6.4 All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement shall be maintained without reduction, except where the employee utilised approved leave. On commencement of the arrangement, all leave shall accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable parent Award.

2.7 Single Bargaining Unit

For the purposes of negotiating and implementing the next Enterprise Agreement, on behalf of the Unions party to this Agreement, in accordance with the Wage Fixing Principles of the QIRC, a Single Bargaining Unit shall be established.

PART THREE: JCC AND DISPUTE RESOLUTION PROCESS

3.1 Joint Consultative Committee

- 3.1.1 In order to facilitate ongoing harmonious industrial relations the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of employees, Union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.
- 3.1.2 The group shall meet on an as needs basis but not less than four (4) times per year to consider all industrial relations matters including, but not limited to:
- a) workplace issues that have the potential to impact on employees, including work units, divisions or the entire organisation, e.g. workloads; and,
 - b) monitor and review implementation of this Agreement; and,
 - c) undertake specific responsibilities and activities in accordance with this Agreement; and,
 - d) any other matter raised by Union or management which impacts on the workforce.
- 3.1.3 Where the employer is considering reviewing any over Award payments which may adversely impact an employee, the employer shall consult with the affected employee and, where requested, representatives of the relevant Union and present for consideration all relevant information prior to any adjustments occurring.
- 3.1.4 Change consultation sections/clauses of QIRC's Termination, Change and Redundancy Policy shall apply.

3.2 Monitoring of Agreement

To ensure consistent application, the employer commits to providing education and/or awareness training to all employees regarding the intent and application of this Agreement within three (3) months of the date of certification.

Note: Any concerns regarding the application of this Agreement shall be identified as soon as practicable by providing evidence or perceived evidence of the inconsistency to the Executive Manager, PPW or their nominee to enable clarification or referral to the JCC.

3.3 Facilities

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

- Meetings, associated work and reporting should occur in normal working time.
- Reasonable access to normal Council facilities such as word processing, photocopying, postal system, internal mail, telephone, storage facilities and meeting rooms.
- Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement.

3.4 Dispute Resolution Procedure

- 3.4.1 The matters to be dealt with in this procedure shall include all disputes between an employee and the employer in respect to any industrial matter and all other matters that the Parties agree on and are specified within this Agreement. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either party by way of industrial action or loss of income.
- 3.4.2 To this end, the Parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed. Such procedures shall apply to a single employee or to any number of employees. Employees shall be entitled to be represented by a person or an organisation of their choice throughout the following process.
- 3.4.3 In the event of an employee having a dispute, the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure. (Step 1)
- 3.4.4 If the dispute is not resolved under clause 3.4.3, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative. (Step 2)
- 3.4.5 If the dispute is still unresolved after discussions mentioned in clause 3.4.4 the matter shall be reported to senior management/Chief Executive Officer. (Step 3)
- 3.4.6 Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the Parties may jointly or individually refer the matter to the QIRC. Once referred, the QIRC shall exercise its powers of conciliation and arbitration.
- 3.4.7 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Where a genuine safety issue is identified, the employee shall not refuse a direction to work at another location.
- 3.4.8 The status quo existing before the emergence of the dispute is to continue whilst the above procedure is being followed.
- 3.4.9 A determination made by the QIRC (subject to the parties' right of appeal under *the Act*) shall be final and binding on all Parties to the dispute.
- 3.4.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of *the Act*.
- 3.4.11 There shall be a commitment by the Parties to adhere strictly to this procedure. The Parties shall give the earliest possible advice by one party to the other of any issue or problem, which may give rise to a dispute. Throughout all steps of the procedure, all relevant facts shall be clearly identified and recorded.

PART FOUR: EMPLOYEE BENEFITS

4.1 Employee Assistance Program

In the interests of maintaining the wellbeing of employees and their families, the employer shall provide access to and pay for a maximum of three (3) counselling and pastoral services per referral for all employees and the immediate members of their household. This service can be accessed directly by employees or through referral by their manager. Additional counselling and pastoral services may be approved by the employer.

4.2 Wage/Salary Increase

- 4.2.1 Remuneration rates for employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 2 to this Agreement. The Appendix also provides information of wage increases over the life of this Agreement.
- 4.2.2 Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in clause 1.5 or any other Award covering employees covered by this Agreement shall not apply.
- 4.2.3 Upon certification by the QIRC the initial wage increase under this Agreement shall take effect from 16 December 2011.

4.3 Salary Sacrifice

- 4.3.1 The employer shall endeavour to provide employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities shall be subject to legal limitations imposed by Federal and State legislation.
- 4.3.2 The employer reserves the right to withdraw the facility if changes in the relevant laws mean that the employer would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. Any Fringe Benefit Tax attracted by the salary sacrifice must be paid by the employee and shall not result in an increase to the total remuneration package.
- 4.3.3 Other than facilitating the salary sacrifice arrangements, the employer shall not be responsible for any other aspects of salary sacrifice which would include, but not be limited to, any loss sustained by the employee. Accordingly, while not a necessity, the employer strongly recommends employees take financial advice prior to entering into any such arrangements from a qualified financial advisor.
- 4.3.4 Each request shall be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the employee is required to continue with the agreement for the remainder of the fiscal year or apply for a review of the agreement on the grounds of personal hardship.

4.4 Study Assistance

- 4.4.1 The employer encourages employees to undertake further education and development which enhances their personal and career prospects and is directly relevant to their role or potential career path with the employer.
- 4.4.2 To be eligible for study assistance, the applicant must be a permanent employee with 12 months satisfactory service with the employer, with part-time employees being reimbursed on a pro-rata basis subject to following clauses.
- 4.4.3 All reimbursements shall require evidence of successful subject completion being provided to the employer.
- 4.4.4 Study Assistance shall be provided in accordance with the following categories:
- 4.4.4.1 **Category 1** - A course undertaken as a condition of employment. For example a Cadetship would fall under this category. The employer shall reimburse all compulsory charges in relation to the course.
- 4.4.4.2 **Category 2** – A course, which is directly relevant to the employee’s area of work, and the skills or qualification determined by the employer is deemed appropriate in that area of work.

Reimbursement of up to \$700 per unit towards course fees. For employees undertaking post-graduate studies, reimbursement shall be up to 80% of course fees to a maximum of \$1200 per unit towards course fees.

- 4.4.4.3 **Category 3** - A course demonstrated to the satisfaction of the Departmental General Manager to be directly relevant to the employer.

Reimbursement of course fees shall be a combined maximum amount of \$500 per unit.

PART FIVE - HOURS OF WORK

5.1 Hours of Work

- 5.1.1 Full-time employees who have their terms and conditions governed by the *LGOA* shall be required to work an average of 36.25 ordinary hours per week as well as a reasonable amount of overtime as may be required from time to time. All other internal employees shall be required to work an average of 38 ordinary hours per week as well as a reasonable amount of overtime.

- 5.1.2 Where it is mutually agreed between an employee or group of employees and their supervisor, the employee/s may delay their meal break up to a maximum of two (2) hours, without penalty. The normal meal break shall be taken on the completion of the task at hand.
- 5.1.3 An employee's ordinary hours shall be worked, Monday to Friday, between the hours of 5:00 am and 9:00 pm.
- 5.1.4 Where the employee is required to finish work after 6:00pm as part of their ordinary hours, the employee shall receive a loading of 15% in addition to their ordinary rate of pay for that day.
- 5.1.5 All ordinary hours shall be worked continuously and shall not consist of any split shifts. Split shifts may only be considered where requested by the employee, and agreed to by the employer.
- 5.1.6 Where a temporary alteration to the normal start and finish times of an individual employee or section of employees is proposed for more than one (1) month in duration, consultation will commence with the employee/s as early as possible and not less than a two (2) week period, prior to the proposed change of hours.
- 5.1.7 Where a temporary alteration that is for more than six (6) months in duration or a permanent alteration to normal start and finish times of an individual employee or section of employees is proposed, consultation will commence with the employee/s and their nominated representatives as early as possible and not less than a two (2) week period, prior to the proposed change of hours.
- 5.1.8 Any alteration to the starting and finishing times as either temporary, that is for more than one (1) month in duration, or a permanent change, then such change shall be recorded in writing. For temporary changes of a duration longer than one (1) month, a return date to their normal start and finish times will be documented.
- 5.1.9 Notwithstanding clause 5.1.6 and 5.1.7 provided that where there is agreement between the employer and the employee/s affected by the change of starting and finishing times may be altered without the minimum two (2) weeks notice.
- 5.1.10 Where an agreement can not be reached the employer reserves the right to manage its business by implementing changes to start and finish times. Before implementation of any change to start and finish times the employer shall take into account any personal / hardship issues raised by the employee, or their nominated representative when a temporary alteration that is for more than six (6) months in duration or a permanent alteration is proposed by the employer.
- 5.2 Employees Supervising Other Award Employees**
- 5.2.1 All employees covered by the *LGOA* who directly supervise employees who work an ordinary 38 hour week, who are required to work the same hours, shall be paid for 38 hours per week worked at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of 36.25 hours shall be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.
- 5.3 Rostered Days Off**
- 5.3.1 The Parties to this Agreement recognise the importance of providing ongoing services to rate payers. To this end it is agreed that employees shall work an amount of additional hours per day that shall be accrued to allow the employee to have one (1) Rostered Day Off (RDO) in each ten (10) day working cycle.
- 5.3.2 On receipt of two (2) day's notice, the employer may require an employee to work on the employee's RDO where in the opinion of the employer such work is critical to meeting the employer's business objectives and service objectives. Consideration shall be made by the employer of any prior commitments made by the employee for their RDO. Such an RDO shall be classed as a banked RDO, at ordinary hours, to be taken at an agreed future date or paid at the appropriate penalty rate. The payment of penalty rates is only applicable to employer initiated banking of RDO.
- 5.3.3 If a statutory holiday falls on the day on which the employee is rostered off, such employee shall take the rostered RDO on the next business day or at a mutually convenient time if agreed to between the employee and their supervisor.
- 5.3.4 It shall be clearly understood and agreed that rostering of employee to accommodate the nine (9) day fortnight shall be prepared in such a manner as to maintain existing service levels and efficiency. This may result in a relatively strict roster, which will not always accommodate individual staff preferences as to which days are rostered for them; however, the employer shall not unreasonably deny an employee's preference.
- 5.3.5 Any employee who falls sick on a RDO shall not receive any further day in lieu thereof.

- 5.3.6 An employee may bank up to a maximum of ten (10) days. Such banked RDOs shall be taken at a time mutually agreed between the employee and the employer. The accrued RDOs shall be taken within six (6) months of the date on which the first RDO was accrued, with accrued RDOs over the ten (10) day limit to be paid out at single time in the next pay period.

PART SIX: LEAVE ENTITLEMENTS

6.1 Sick/Carer's Leave

- 6.1.1 Sick/Carer's Leave is unlike Annual or Long Service Leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or being required to care or provide support to a member of the employee's immediate family or household. It is an insurance to protect the employee and their family against hardship should the employee be unable to continue their work and should only be utilised when an employee is ill or injured or is required to provide care or support.
- 6.1.2 Where an employee is unable to attend work due to illness, injury or the need to provide care for an ill family member or household they are required to contact their Supervisor directly by telephone and inform them of their absence as soon as practicable but no later than half an hour after the employee's scheduled starting time.
- 6.1.2.1 Text messages or emails or notification to a third party, such as another employee is not acceptable. In contacting their Supervisor the employee must advise the employer of the period, or expected period of the sick leave.
- 6.1.3 Full-time employees shall accrue Sick/Carer's Leave at the rate of one (1) day per month in the first 12 months of employment, thereafter the rate of 15 days per year for each year of continuous service with the employer. Part-time and fixed-term employees shall accrue Sick/Carer's Leave on a pro-rata basis in relation to the ordinary hours worked. Employees shall accrue this type of leave progressively during a year of service.
- 6.1.4 Unused Sick/Carer's Leave is cumulative from year to year; however it shall not be paid out on termination.
- 6.1.5 Due to the nature of the employment contract casual employees shall not accrue any paid Sick/Carers Leave.
- 6.1.6 To be entitled to paid Sick/Carer's Leave an employee must provide the employer with notice as required under clause 6.1.2 as well as a medical certificate or other document suitable such as a statutory declaration to the employer stating that the employee is ill, injured or is required to provide care and support to an immediate family member or household. Documentary evidence is required for all Sick/Carer's Leave claimed
- a) in excess of two (2) days;
 - b) when Sick/Carer's Leave is taken immediately preceding or directly following a public holiday and/or RDO.
- 6.1.7 Where a statutory declaration is provided in support of a claim for paid Sick/Carer's Leave, such statutory declaration, shall be limited to periods of Sick/Carer's Leave of up to four (4) days. Sick/Carer's Leave extending beyond four (4) days shall require a medical certificate from a registered health professional (as defined in clause 1.7.6 of this Agreement).
- 6.1.8 Sick/Carer's Leave may be taken in a minimum of two (2) hour blocks then hourly blocks thereafter to attend medical appointment or accompany an immediate family member to a medical appointment.
- 6.1.9 An employee who becomes ill whilst on Annual Leave and/or Long Service Leave shall be paid Sick Leave and a corresponding amount of time added to the employee's Annual Leave or Long Service Leave entitlement, provided that:
- a) A registered health professional certifies that the employee would be unfit to perform normal duties for a period of not less than five (5) working days; and
 - b) The employee notifies the employer as soon as practicable.
- 6.1.10 An employee in receipt of Worker's Compensation may opt to use Sick Leave accruals to make up the difference between payments received from Local Government WorkCare and the employee's average weekly earnings which shall be calculated by:
- Taking the employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government WorkCare and this calculated rate shall be the gross amount to be paid by the employer to the injured employee.

- The amount debited against the employee's Sick leave accrual shall be on the basis of the hours debited equals additional payment divided by the employee's ordinary hourly rate.

6.2 Absenteeism Management

- 6.2.1 Sick/Carer's Leave should only be claimed when the physical consequences of injury or illness or the requirement to care for an immediate family member or household member prevent an employee from attending work.
- 6.2.2 The Parties to this Agreement recognise that absenteeism and/or abuse of Sick/Carer's Leave is a controllable overhead and abuse of this benefit is detrimental to the operations of the employer in respect to services to rate payers. In recognising this, the Parties have agreed on the following procedure to manage Sick/Carer's Leave abuse and absenteeism:
- 6.2.2.1 Sick/Carer's Leave is unlike Annual or Long Service Leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty, or a possible risk to others or they are required to care for an immediate family member or household member.
- 6.2.2.2 It is an insurance to protect employees and their families against financial hardship should the employee be unable to continue in his normal occupation.
- 6.2.2.3 This procedure is designed to curtail Sick/Carer's Leave abuse and absenteeism by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.
- 6.2.2.4 The employer shall from time to time review employee sick leave records with a view to establishing a list of employees who have a record of attendance which gives cause for reasonable concern.
- 6.2.2.5 Any employee with a record which gives cause for reasonable concern shall be interviewed by the employer. The employee shall be notified at the time of setting the interview time and date that they are entitled to have an advocate or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason for the employee's absences, then a letter of warning is to be sent to the employee and appropriate actions for improvement documented.
- 6.2.2.6 If no improvement is observed in the next period, the employee is to be again interviewed and if the interview results in unsatisfactory reasons being given, then a second letter of warning is to be sent to the employee, also indicating proof of illness or a certificate may be required for any subsequent absence. This letter of warning shall also inform the employee that unless their attendance record improves further disciplinary action, up to and including termination of employment may follow.
- 6.2.2.7 If the above action still results in unsatisfactory attendance the employee shall need to provide the employer with reasons why their employment should not be terminated.
- 6.2.3 The above procedure does not withdraw the employer's right to take action against fraudulent behaviour which may justify summary dismissal. Filling out a false Sick Leave or Carer's Leave application and claiming Sick or Carer's Leave payment, when that employee's application is not genuine, may be considered to be fraudulent.

6.3 Unpaid Leave

- 6.3.1 Employees shall be entitled to apply for a period of unpaid leave of absence from work. Unpaid absence from work shall fall into three (3) streams as detailed below:
- a) Stream 1 – shall mean any unpaid leave for less than six (6) months;
 - b) Stream 2 – shall mean any unpaid leave from between six (6) and 12 months;
 - c) Stream 3 – shall mean any unpaid leave in excess of 12 months.
- 6.3.2 Any requests for unpaid leave under Stream 1 shall require the employee to provide their Strategic Manager with a written request for unpaid leave with a minimum of four (4) weeks notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.
- 6.3.3 Any requests for unpaid leave under Stream 2 shall require the employee to provide their General Manager with a written request for unpaid leave with a minimum of six (6) weeks notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.4 Any requests for unpaid leave under Stream 3 shall require the employee to provide the Chief Executive Officer with a written request for unpaid leave with a minimum of eight (8) weeks notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.5 Periods of unpaid leave shall not break the employee's continuity of service; however the period of unpaid leave shall not count towards the accrual of any entitlements that would usually apply statutorily to the employee.

6.4 Annual Leave

6.4.1 Accrual

6.4.1.1 Full-time employees who work 36.25 ordinary hours per week shall be entitled to 145 hours of paid Annual Leave at the completion of each year of service. Annual Leave is accrued proportionately on a fortnightly basis.

6.4.1.2 Part-time and fixed-term employees shall accrue Annual Leave on a pro-rata basis according to the employee's ordinary hours of work. Due to the nature of the employment contract casual employees shall not accrue any Annual Leave.

6.4.1.3 Continuous Shift Workers, as defined in clause 1.7.1 of this Agreement, who work 36.25 ordinary hours of work per week shall be entitled to an additional 36.25 hours of paid Annual Leave at the completion of each year of service. Annual Leave is accrued proportionately on a fortnightly basis. Provided that where an employee does not work the full year on continuous shift work, they shall be entitled to a pro-rata benefit for the time worked on continuous shiftwork.

6.4.2 Access to Annual Leave

Annual Leave shall be exclusive of any statutory holiday that occurs during the period. An employee may elect, with the consent of the employer, to take Annual Leave in single day periods not exceeding five (5) occurrences in any calendar year or as otherwise agreed.

6.4.3 Notice of Taking of Annual leave

Employees shall be required to provide the employer with two (2) weeks written notice of their intention to take Annual Leave unless otherwise agreed. The employer shall attempt to comply with an employee's request for Annual Leave and where mutual agreement cannot be gained or operational requirements dictate, the employer may refuse to grant the request for Annual Leave.

6.4.4 Payment

6.4.4.1 All monies owing to an employee for Annual Leave purposes shall be paid to the employee incrementally on their usual pay day, unless other arrangements are mutually agreed between the employee and the employer. Payment for Annual Leave shall attract an additional payment of a leave loading of 17.5% on the employee's ordinary hourly rate of pay.

6.4.4.2 Should an employee's employment be terminated under the terms of this Agreement prior to the employee working a full year, the employee shall be paid any Annual Leave they have accrued in line with this Agreement.

6.4.5 Annual Leave Reduction Scheme

6.4.5.1 Where an employee has accrued an excessive amount of Annual Leave, being greater than two (2) year's of entitlements, the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of Annual Leave over an agreed period of time.

6.4.5.2 Notwithstanding the provision of sub-clause 6.4.5.1 where an employee accrues in excess of two year's entitlements of Annual Leave the employer may direct the employee to take such leave on the provision of four (4) weeks notice.

6.5 Long Service Leave

6.5.1 All permanent full time employees shall accrue a Long Service leave entitlement at the rate of 1.3 weeks for each year of continuous service and shall not be payable prior to seven (7) years continuous service.

6.5.2 Part time and long term casual employees shall be entitled to Long Service leave on a pro rata basis in relation to the ordinary hours worked.

6.5.3 Long Service leave may be taken on a pro rata basis whilst in service after completion of seven (7) years continuous service with Local Government in Queensland.

6.5.4 Accrued Long Service leave may be taken in minimum lots of four (4) days at one time.

6.5.5 Long Service Leave Reduction Scheme

6.5.5.1 Except in exceptional circumstances, the employee shall be required to participate in a leave reduction scheme where an employee has accrued in excess of 26 weeks Long Service Leave. Such scheme shall require the employee to reduce their accrued bank of Long Service Leave over an agreed period of time to the maximum of 26 weeks accrued Long Service Leave. If the employee and employer cannot agree, the employer may decide when the employee is to take leave by giving the employee at least three (3) months written notice of the date on which the employee must take at least four (4) weeks Long Service Leave.

6.6 Paid Parental Leave

6.6.1 Employees, other than casual employees, shall be eligible to apply for paid Parental Leave after 12 months continuous service with the employer.

6.6.2 Part-time employees are eligible for paid Parental Leave on a pro-rata basis of the average weekly hours for the preceding 12 months.

6.6.3 All entitlements shall accrue during this period of paid leave.

6.6.4 Such absences for Parental Leave shall be supported by appropriate medical documentation.

6.6.5 Maternity Leave

6.6.5.1 After 12 months continuous service, a female employee is entitled to 14 weeks paid Maternity Leave.

6.6.5.2 An employee shall be entitled to 14 weeks paid leave where the pregnancy of the employee, not then on Maternity Leave, terminates after 28 weeks, other than by the birth of a living child.

6.6.5.3 The remaining maternity leave, up to the maximum of 52 weeks, may be taken as leave without pay, or utilise any accrued leave.

6.6.5.4 Employees shall, during Maternity Leave, be entitled to request to return to work part time for a period of 12 months. There shall be no eligibility for part time loading.

6.6.6 Paternity Leave

After 12 months continuous service, employees are entitled to a total of two (2) weeks paid Parental Leave in connection with the birth or stillbirth of their partner's child or adoption of a child.

6.6.7 Adoption Leave

Employees, other than employees taking paid parental leave, who will be the principal carer of the child, shall be entitled to ten (10) weeks paid leave for adopted children, as from the date of adoption provided that the child:

(a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and

(b) has not, or shall not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and

(c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

6.6 Bereavement Leave

6.6.5 Employees may be granted up to five (5) days Bereavement Leave, on full pay on each occasion, where the deceased person was a member of the immediate family of the employee.

6.6.6 This shall be subject to the production of evidence of death satisfactory to the employer, or the completion of a statutory declaration under the provisions of the *Oaths Act 1867*.

6.6.7 Periods of a longer duration shall be subject to approval by the relevant General Manager and shall be determined on an individual, case-by-case basis.

6.7 Emergency Services Leave (SES/Rural Fire Brigades/QAS) and Armed Services Leave

6.7.5 Armed Services

The employer supports employees who participate in the above activities and shall provide paid leave in addition to Annual Leave for those employees registered with the employer as belonging to an Armed Service, subject to approval by the relevant General Manager.

6.7.6 Emergency Services

Where employees are registered members of the Emergency Services and required to attend an emergency there shall be no loss of pay. Where members are required to attend an emergency they must obtain approval from their immediate supervisor at the earliest opportunity.

6.8 Natural Disaster Leave

6.8.5 If an event beyond an employee's reasonable control prevents an employee from travelling from their normal place of residence to their normal place of work, then line management may approve Natural Disaster Leave paid at ordinary time only. Events may include but are not limited to flooding and bush fires.

6.8.6 Approval shall depend upon employees being able to demonstrate that they made all reasonable efforts to attend work or were instructed not to attend work by their supervisor.

6.8.7 Where an employee is able to present to any of the employer's administrative offices, depots or other such places the employee is required to do so. An employee attending such a workplace shall, if required, carry out duties that are commensurate with the employee's skill, training and experience even though the work required may not be the employee's normal work.

6.8.8 Provided that during the day in question the employee was able to present at the employer's administrative offices, depots or other such places and they did not, no payment shall be provided for the day.

For example: An employee cannot attend work due to water over the road at the employee's usual time of leaving their residence and later in the day the water recedes to allow the employee to attend work, they would be required to do so in order to receive payment for the day.

6.8.9 Employees shall not place themselves at risk in attempting to arrive at work to meet their obligations under the Natural Disaster Leave clauses.

PART SEVEN: WORKING ARRANGEMENTS

7.1 Fatigue Rest Provision

7.1.1 There shall be a ten (10) hour consecutive break between the conclusion of ordinary work on one day and the commencement of work on the next day (including weekends and public holidays) and shall be in accordance with the relevant Award provisions, Monday to Sunday inclusive.

7.1.2 Where an employee has been required to work extended hours in response to a genuine work need (whether physically attending to call outs or attending to out of hours telephone calls), and they consider they have not had reasonable rest prior to the commencement of the following workday, the following process is to apply:

- a) The employee should contact their direct supervisor within 30 minutes of their normal start time, and advise of the work related issue they have attended to out of hours and the circumstances of why they do not feel adequately rested to commence duties at the start of the following work day.
- b) The employee and supervisor should then make a mutually suitable arrangement for the employee to recommence duties after they have had a reasonable rest period.

7.1.3 The employee shall be paid for any ordinary time lost as a result of being on a rest period and the time recorded as ordinary time.

7.1.4 In the situation where an employee is fatigued due to providing assistance to the community, for example involvement in an emergency service or jury duty, the employee can seek an appropriate paid rest period from their supervisor.

Example: an employee is called out to a job at 11:00 pm and performs work on the job until 4:00 am, the employee is not required to present to work at the ordinary commencement time on that day; however, they shall be required to present to work at 2:00 pm and shall cease work at the ordinary finishing time and shall be paid for that day as if that employee was in attendance for the whole ordinary work day.

7.2 End of Year Closedown

- 7.2.1 In line with providing ongoing services to rate payers the employer shall determine which offices and depots shall remain open over the Christmas/New Year period. Determination shall be made on a business needs basis and may change from year to year. The employer shall inform relevant employees attached to offices and depots at least 12 weeks prior to the Christmas/New Year break if the office or depot is required to remain open.
- 7.2.2 The resourcing levels of the affected offices and depots shall be determined by the employer. In the first instance the employer shall call for employees to agree to work during this period. Where the number of employees agreeing to work is not sufficient, as determined by the employer, to meet the business needs, the employer shall direct the necessary employees to work.
- 7.2.3 Employees not required to work during this period may use banked RDO's, accrued annual leave, or else take the time off as unpaid leave.

7.3 Work Life Balance

The Parties agree to support the concept of flexible working arrangements including provisions for job sharing arrangements, part time employment and agreed flexible working hours for employees with family responsibilities.

7.4 Job Sharing

- 7.4.1 Any permanent full time position may be filled by two (2) employees on a Job Sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the employees and the employer.
- 7.4.2 Employees so employed shall be entitled to all leave as prescribed by the Award on a pro-rata basis. All other provisions of the Award and this Agreement shall apply. All job sharing appointments made pursuant to this clause shall be subject to an annual review process in order to assess the effectiveness of a position being performed in this manner and in order to decide whether to continue with this arrangement. The concerned employees and management shall jointly conduct the review.

7.5 Temporary Flexible Working Arrangements

- 7.5.1 Upon application by an employee, the employer may consent to a reasonable request for temporary flexible working hours and/or the accrual of "extra time". These arrangements must be compatible with the requirements of the position and be reviewed on a six (6) monthly basis to assess their effectiveness and to decide whether to continue with this arrangement.
- 7.5.2 Any such agreed arrangement between the employer and employee shall be documented in writing and may include the working of hours that are less than, or in excess of, the normal working hours and, as such, no overtime or part-time loadings, applicable under the Award, shall apply.

7.6 Time Off In Lieu (TOIL)

- 7.6.1 An employee may elect, with the consent of their supervisor, to take time off in lieu of payment for overtime at a time or times agreed with the employer. Any such overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- 7.6.2 The employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the relevant Award for any overtime worked where such time has not been taken within four (4) weeks of accrual.
- 7.6.3 Where an employee has not approached the employer within four (4) weeks of the TOIL being worked, the employer shall be entitled to direct the employee to take such accrued time off work with two (2) weeks notice. Where the employer has directed the employee to take an amount of accrued TOIL, clause 7.6.2 of this Agreement shall have no effect.
- 7.6.4 Notwithstanding clause 7.6.3, an employee may elect to maintain TOIL accruals up to a maximum of eight (8) hours for emergent circumstances.

7.7 Make Up Time

- 7.7.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time that is suitable to both the employer and the employee.
- 7.7.2 Where the employee chooses to work the make-up hours that would attract any Award penalty, overtime payment, allowance, these Award provisions shall have no effect for the "make-up" time worked.

7.8 Change in Work Location

- 7.8.1 Where an employee's normal work location is required to permanently change, except where it is customary for that employee to work in other locations, to meet business and service delivery needs, the employee shall be provided with one (1) months notice in writing. Individual circumstances shall be taken into consideration as much as possible.
- 7.8.2 Where an employee considers that the permanent change shall result in personal hardship there are two options available - redeployment, where possible, and a separation payment.
- 7.8.3 For redeployment, the employer shall endeavour to find suitable alternative employment within the Council at the normal work location for employees who have been requested to change their normal work location and where personal circumstances would result in undue hardship for that employee changing their normal work location. All such employees shall be individually interviewed to determine what options may exist for their retraining by the employer.
- 7.8.4 Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all worked performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months or until the rate for the lower classification exceeds the actual rate, whichever is earlier.
- 7.8.5 Employees who are transferred to other positions shall be eligible for separation payment should it be found within three (3) months by either themselves or the employer that the alternate position is unsatisfactory.
- 7.8.6 Should an employee not accept a suitable redeployment position and opt to take the separation payment, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of receiving that separation payment.
- 7.8.7 Where it is considered that the only option available is to seek early separation from the employer, the employee may request consideration of a separation payment equivalent to two (2) weeks ordinary pay for each completed year of service plus other payments which they would normally be entitled to on termination.
- 7.8.8 Separation payment shall be capped at 26 weeks.

PART EIGHT: MISCELLANEOUS

8.1 Professional Association and Registration Fees

Where employees must hold a registration or maintain membership of a professional association as part of their employment, the employer shall pay the fees for membership or registration renewal.

8.2 Transmission of Business

- 8.2.1 Where the employer proposes to transmit to a new employer the business or any part of the business covered by this Agreement, the employer shall comply fully with the QIRC's Termination Change and Redundancy Clause (TCR) Statement of Policy.
- 8.2.2 Where there is conflict between the TCR Statement of Policy and this Agreement, this Agreement shall prevail to the extent of the conflict.

8.3 Employment Practices

For vacant positions, the employer is committed to advertising internally. Where it is assessed that the skill level or resource may not be available in the employer's workforce, the position shall be advertised both internally and externally.

8.4 Redundancy/Retrenchment Provisions

The redundancy/retrenchment provisions are outlined in Appendix 1.

8.5 No Extra Claims

The Parties agree that during the life of this Agreement no extra claims shall be sought or granted for further wage/salary increases, or for new or altered conditions.

8.6 Travel Costs

- 8.6.1 The employer shall provide all transport between an employee's normal work location and an alternative work location where possible.

- 8.6.2 Where an employee is required to report directly to alternative work location, which is within an additional 10km of their normal work location, the employee shall travel by their own means and in their own time.
- 8.6.3 Where the alternative work location is more than an additional 10km from their normal work location, then the employer shall pay the difference as travelling time and car mileage (as per the Australian Taxation Office Standard) for distances in excess of the 10km in each direction.

Note: The 10km referred to in this clause denotes 10km travelling distance by the most direct and practical route and applies to travel in both directions, that is, 10km to work location and 10km returning from work location.

PART NINE: ALLOWANCES

9.1 On-Call Allowance

- 9.1.1 Employees directed to remain On-Call must be able to be contacted and be able to respond within a half-hour of being contacted, and must be 'fit for duty'.
- 9.1.2 An employee shall not be considered to be On-Call due solely to a customary/planned arrangement whereby the employee returns to the employer's premises outside hours to perform a specific job.
- 9.1.3 Employees covered by this clause shall no longer be entitled to any additional On-Call allowance under the relevant Award for being On-Call.

9.2 On-Call - Monday to Friday

- 9.2.1 An employee required to remain On-Call during any day or night outside their ordinary working hours shall be paid an On-Call Allowance of \$15.80 for each day and/or night during which they remain On-Call on weekdays only.
- 9.2.2 Provided that if any employee whilst On-Call is called out and required to perform any other work for which rates of pay are fixed by a relevant Award or agreement, they shall be paid for the time so worked at the overtime rate prescribed.

9.3 On Call - Saturday

- 9.3.1 Where an employee is directed to remain On-Call on Saturday, they shall be paid a sum equal to four (4) hours ordinary pay.
- 9.3.2 Provided that if any employee, whilst On-Call, is called out and required to perform any other work for which rates of pay are fixed by a relevant Award or this Agreement, they shall be paid for the time so worked at the overtime rate prescribed. This shall be in addition to the sum equal to four (4) hours ordinary pay.

9.4 On Call - Sunday and Statutory Holidays

- 9.4.1 Where an employee is required to remain On-Call on any Sunday or statutory holiday, they shall be paid for each Sunday or statutory holiday a sum of eight (8) hours at their ordinary rate. In the case of statutory holidays only, the employee shall be credited for one (1) days leave exclusive of leave loading.
- 9.4.2 If any employee, whilst On-Call, is called out and required to perform work for which rates of pay are fixed by a relevant Award or agreement, they shall be paid for the time so worked at the overtime rate prescribed in lieu of the ordinary rate with the remainder of the time being paid at ordinary rates for up to a period of eight (8) hours.
- 9.4.3 Provided further, if the time worked by the employee at overtime rates is eight (8) hours or more, then the employee shall be entitled to receive only the amount earned by them at overtime.

9.5 Call-Out Rates

- 9.5.1 This clause relates to employees who are On-Call only. A Call-Out shall occur when the employee On-Call is required to leave their place of residence or another location which is not a place of work when receiving the call and are required to attend a site/location in order to assess and/or rectify the situation which gave rise to the Call-Out provided that the employee is not currently within the four (4) hour time period of a previous Call-Out.
- 9.5.2 Notwithstanding 9.5.1 above, an employee shall also be deemed to have been Called-Out where, through remote telecommunication means, they manage, assess and rectify the situation for which the Call-Out occurred.

9.5.3 The first Call-Out undertaken on any day whilst the employee is On-Call, shall be paid at a minimum of four (4) hours.

9.6 Shift Allowance

In addition to the wage rates prescribed in this Agreement, shift workers shall be paid a 15% allowance. The provisions of this clause shall be in accordance with the relevant Award.

9.7 Living Away Allowance

9.7.1 From time to time, an employee, given reasonable notice except in cases of an emergency, may be required to live away from home in order to perform their normal duties.

9.7.2 Such employee (other than apprentices) shall be entitled to the following:

- a) The employer shall provide suitable transport between their home depot and the place of accommodation.
- b) For the period that the employee works in such a location the place of accommodation shall be deemed as their home depot.
- c) No employee shall be expected to stay away from home over weekends or public holidays that are more than one (1) day in duration.
- d) The employer shall arrange and pay for suitable commercial/private accommodation near the work-site.
- e) The employer shall reimburse the reasonable cost of three (3) meals a day during such work.
- f) The employer shall pay an allowance of \$30.00 per day to cover the cost of any other incidental expenses whilst living away.

9.7.3 At the same time, all employees covered by this clause shall no longer be entitled to any allowance under the relevant Award for living away from home

9.8 First Aid Allowance

9.8.1 An employee who is appointed by the employer as a First Aid Attendant in their given work area and is the current holder of an appropriate first aid qualification shall be paid a \$14.40 weekly allowance. This payment shall be dependent upon the First Aid Attendant complying with the requirements of the position.

9.8.2 At the same time, all employees covered by this clause shall no longer be entitled to any allowance under the relevant Award for being a first-aider.

9.9 Meal Allowance During Overtime

9.9.1 An employee shall be supplied with a reasonable meal at the employer's expense or be paid \$16.40, at all paid meal breaks prescribed in the relevant Award or this Agreement. This allowance shall be reviewed annually from the date of the vote in accordance with CPI (Brisbane September Quarter).

9.9.2 At the same time, all employees covered by this clause shall no longer be entitled to any allowance under the relevant Award for meals.

9.10 Cleaning Public Facilities Allowance

9.10.1 Employees engaged in the cleaning of public facilities including, childcare centres, toilets, barbeques, and park areas that are required to clean up human excrement (including vomit) other than merely hosing them shall be paid an allowance of \$2.55 per day.

9.10.2 At the same time, all employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for cleaning toilets.

9.11 Live Sewer

9.11.1 The Parties agree that for the purposes of claiming any relevant 'Live Sewer Allowance' the correct and intended definition of live sewer exposure is those employees who are working in direct physical contact with live sewerage or direct aerial contact with live sewerage work.

9.11.2 Live Sewer Allowance shall be paid at the rate of time and a half for all employees.

9.11.3 For the avoidance of doubt for 'direct aerial contact' to apply, the following criteria must be met:

- a) The employee must be working in direct support of another employee who is directly physically exposed to live sewerage and only for the period that the direct physical exposure exists; and
- b) The work requires the employee to be in direct physical contact with tools, parts or fittings that are being used for the live sewerage work at that time; and/or
- c) The employee would have to place some part of their body into the excavation or other space where the direct physical exposure is occurring for them to properly and safely complete the assigned task.

9.11.4 The payment of the allowance applies only for the period that the above criteria are being met and immediate clean-up at the worksite where the exposure occurs.

9.11.5 Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than hour four (4) hours at the appropriate rates.

9.11.6 Notwithstanding the above, the Parties recognise that the above was not properly applied for Fitzroy River Water, Network only employees of the previous Rockhampton City Council prior to 14 March 2008. Therefore the employer agrees to accept claims in accordance with the current practice for those, and only those, employees who were employed by Fitzroy River Water, Network Section on 14 March, 2008. This entitlement shall only apply to those employees until such time as those employees cease to be employees of the employer or they take up a different role with the employer. To remove any doubt, the employees who shall retain this entitlement have been identified by name in an exchange of letters between the parties.

9.11.7 The allowance shall be calculated using the base rate applicable and not any annualised 'All Purpose Rate' that might apply for other purposes in accordance with the terms of this Agreement.

9.12 Working with Synthetic Fluids and Oils Allowance

Suitably qualified and accredited mechanics/fitters who in their day to day duties are exposed to synthetic oils, fluids, and coolants in the maintenance and repair of:

- a) Power steering units
- b) Braking systems
- c) Automatic transmissions
- d) Air conditioning units

Shall be paid an extra allowance of \$0.35c for each hour worked with such substances.

9.13 Working in the Rain

9.13.1 Working in the rain shall only occur if it is essential as determined by line management.

9.13.2 Where employees are required to work in the rain, they shall be issued with wet weather gear to protect their clothing. Where wet weather gear has been issued, the employee must have it available for use. At the end of the task, the employee, where practicable, may return home to change into dry clothing (including appropriate footwear) and return to work.

9.13.3 Where an employee is required to perform work in the rain and by so doing gets their clothing wet they shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.

9.13.4 An employee entitled to an additional payment pursuant to this allowance shall not be entitled to any additional payment for Wet Places.

9.13.5 At the same time, all employees covered by this clause shall no longer be entitled to any allowance under their relevant Award for working in rain.

9.13.6 Where employees are unable to carry out their normal duties due to natural events and are not required for urgent work, they agree to actively participate in relevant training or other productive activity.

9.14 Annualised Locality Allowance

- 9.14.1 The employer in recognising the continuing nature of “Locality Allowance” to all employees engaged under the *LGOA* agrees to annualise this allowance.
- 9.14.2 The employer shall hereby include within the classification structure the payment of \$18.70 per week for all staff paid under the *LGOA*.
- 9.14.3 At the same time, all employees covered by this clause shall no longer be entitled to any allowance under the relevant Award for Locality Allowance.
- 9.14.4 This allowance shall be incorporated within the annualised rate in accordance with Appendix 2.
- 9.14.5 The annualised rate shall be used for the calculation of superannuation and leave benefits.

PART TEN: UNION REPRESENTATION

10.1 Union Recognition

- 10.1.1 This Agreement recognises the Unions party to this Agreement and their accredited representatives as legitimate representatives of employees covered by this Agreement.
- 10.1.2 The Parties acknowledge that structured, collective industrial relations shall continue as a fundamental principle of the employer.

10.2 Responsibilities and Rights of Union Organisers/Delegates

- 10.2.1 Organisers or other officials shall have the following responsibilities when dealing with the employer or with employees:
- Minimise disruption associated with Union consultation.
 - Provide reasonable notice to line management prior to holding discussions with employees/groups of employees.
 - Reasonable notice shall mean notice that minimises disruption to any scheduled work program.
 - Ensure management are aware of issues early to encourage speedy rectification.
 - To understand and recognise the legitimate business obligations of the employer while seeking the best possible arrangements for their members.
- 10.2.2 Union Delegates shall be afforded the following rights:
- To be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
 - To formal recognition by the employer that endorsed Union Delegates speak on behalf of Union members in the workplace on matters relating to applicable industrial legislation and industrial instruments.
 - To bargain collectively on behalf of those they represent.
 - To consultation and access to reasonable information about the workplace and the business.
 - To reasonable paid time to represent the interest of members to the employer and industrial tribunals.
 - To reasonable paid time during normal working hours to consult with Union members following management approval.
 - To reasonable paid time, at ordinary rates, to participate in the operation of the Union that is specific to the employer.
 - To reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.
 - To place Union information relevant to the employer’s employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.

- To take accrued leave entitlements to work with the Union, on the proviso that this secondary employment is approved by the CEO.

10.3 Trade Union Training Leave

- 10.3.1 Upon application to their manager, a Union Workplace Delegate shall be granted up to five (5) working days leave on ordinary pay each calendar year, non-cumulative, to attend courses and seminars conducted by or approved by the respective Union, provided that the employer is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 10.3.2 The granting of such leave shall be subject to the employer's convenience and shall not unduly affect the operation of the employer.
- 10.3.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations.
- 10.3.4 The Union shall notify the employer well in advance of upcoming courses.

10.4 Right of Entry

- 10.4.1 With prior approval of the Chief Executive Officer or their delegate, following a minimum of 24 hours notice, an official or officer of the Unions shall have the right to enter the employer's establishment immediately prior to or following working hours for the purposes of conducting appropriate Union business, provided that there shall be minimal disruption to work by the representative of the Union membership.
- 10.4.2 An official or officer of the Unions shall have the right to enter the employer's establishment during working hours for the purposes of conducting appropriate Union business, provided that there shall be minimal disruption to work by the representative of the Union membership, and as long as the Union Official has notified the appropriate management that they are attending the workplace.

10.5 Access to Union Officials

The employer shall allow unrestricted access by its employees during normal working hours to accredited officials of the Union party to this Agreement, with prior approval from the General Manager or their nominee.

10.6 Union fees paid by payroll deduction

The employer shall provide a payroll deduction scheme for any employees who wish to have their Union fees deducted from their payroll.

Appendix 1 – Redundancy/Retrenchment Provisions

1. Application

This Agreement shall operate in respect of all employees of the employer and whose positions have been declared redundant.

2. Definitions

- a) Redeployment - is a process of transferring employees to alternative positions within the Council, where their existing position has been declared redundant.
- b) Retraining - includes an analysis of employees' current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the employee's redeployment.
- c) Redundancy - position becomes redundant when the employer's need for work, or quantity of work, of a particular kind has diminished or ceased.
- d) Involuntary Retrenchment - means the termination (at the initiative of management) of employment of employees who are in redundant positions, and who are unable to be redeployed.
- e) Voluntary Retrenchment – means that a financial incentive is offered by the employer to its employees with the purpose of attracting volunteers to terminate their employment with the employer due to, but not limited to, downsizing or restructuring.
- f) Ordinary Rate of Pay – Ordinary rate of pay for redundancy payments shall mean the employee's current ordinary hourly rate of pay.
- g) Actual Rate of Pay – Actual rate of pay is the ordinary rate of pay as at the date of redeployment.
- h) Continuous Services - As defined in the *LGOA*, Clauses 25.2.1, 25.2.2 and 25.2.3 – Long Service Leave.

3. Objectives

The chief objectives of this appendix are:

- To maintain, where possible, employees whose positions have become redundant in continued employment within the employer;
- To retrain such employees where necessary;
- To pay monetary compensation to such employees who are unable to be redeployed and whose employment is to be terminated; Compensation by way of a Redundancy Benefit is compensation for loss of job security and it is not a resignation benefit.
- To assist employees to find employment outside the service of the employer.

4. Notice Period

4.1. Notice of Redundant Position

Notice of redundant position means the formal advice to the employee that their position is to become redundant. Any employees whose positions are to be made redundant and, if requested by the employee, their Unions representative shall receive formal notification of impending redundancy as soon as possible.

4.2. Notice of Involuntary Retrenchment

- a. Notice of involuntary retrenchment means the notice to an employee that their services are terminated as a result of their position being made redundant and redeployment not being achieved at the time of this notice being issued. In such circumstances, employees shall receive notice at least eight (8) weeks before the event.
- b. Where the date of involuntary retrenchment has been advised in the notice of redundant position, it shall not be necessary to issue a notice of involuntary retrenchment.

5. Consultation With Relevant Unions

- 5.1. Where a decision has been made that a position or positions are to become redundant, the employer shall, at the earliest practicable time, provide all relevant details to the Union/s concerned and arrange discussions with the Union/s.

5.2. Relevant details to be provided to the Unions shall include:

- the reasons for the position or positions being redundant;
- the number, classification, location and details of the redundant positions;
- presentation of an organisational plan of the work unit concerned.

5.3. Discussions with the Union/s shall include:

- the method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;
- advice and the timing of that advice to the employees.

6. Exceptions

6.1. This Agreement shall not apply in any of the following circumstances:

- a) Where an employee terminates employment before the expiration of the period of notice without prior approval of the employer, which approval shall not be unreasonably withheld; or
- b) Where an employee suffers a permanent injury or illness which renders that employee otherwise incapable of continuing in employment; or
- c) Where an employee's services are terminated by reason of neglect of duty or misconduct; or
- d) Where an employee has been engaged in a casual capacity or on a short term basis, such as project employment; or
- e) Where an employee has not been engaged for a continuous period of at least 12 months.

7. Grievance Procedure

Grievances arising from this section shall be dealt with in terms of the Grievance Procedures outlined in this Agreement.

8. Redeployment

- 8.1. The employer shall endeavour to find suitable alternative employment with the employer for all employees. All such employees shall be individually interviewed to determine what options may exist for their retraining by the employer.
- 8.2. Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.
- 8.3. Employees who are transferred to other positions shall be eligible for redundancy benefits should it be found within three (3) months by either themselves or the employer that the alternative position is unsatisfactory.
- 8.4. Should an employee not accept a suitable redeployment position and opt to take their redundancy, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of becoming redundant.

9. Redundancy/Retrenchment

- 9.1. Upon a determination by the employer that an employee's position has become redundant and redeployment cannot be achieved, such employee shall receive notice of involuntary retrenchment and be eligible to apply for E.S.I.P. in accordance with clause 9.
- 9.2. The Chief Executive Officer may, at their discretion, invite applications from employees for voluntary retrenchment. Employees whose applications for voluntary retrenchment are accepted by the Chief Executive Officer shall be entitled to receive all eligible redundancy benefits at the point of termination.
- 9.3. Employees whose applications for voluntary retrenchment have been accepted are eligible to apply for E.S.I.P. in accordance with clause 9. Employees, who receive voluntary retrenchment, shall be given notice at least eight (8) weeks before their date of departure.

- 9.4. On termination, eligible employees shall receive a Redundancy Payment at a rate appropriate to the completed years of service. This Redundancy Payment is to consist of three (3) weeks payment per year of continuous service in Queensland Local Government as well as a proportionate amount for an incomplete year of service. The employee must receive as a minimum an amount equal to the employee's salary for four (4) weeks.
- 9.5. Eligible employees are those for whom:
- a) suitable alternative employment cannot be found; or
 - b) whose application for voluntary retrenchment under clause 9.4 has been accepted; and
 - c) who have at least one (1) years service.
- 9.6. In addition to Redundancy Payment, an employee who has completed one (1) years continuous service shall be entitled on termination to a long service leave payment in accordance with the current Enterprise Bargaining Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.
- 9.7. Providing each case has the prior approval of the employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews. This subclause only applies to employees whose positions have been declared redundant.
- 9.8. Each employee whose position has been declared redundant shall be given a statement showing the calculation of an estimate of the Redundancy Payment at least 28 days before possible termination date.
- 9.9. The employer shall meet financial planning costs of up to \$500 for any employee subject to retrenchment. A refund shall be given to the employee upon presentation of the account or, with prior agreement, the account can be sent directly to the employer for payment.

10. Early Separation Incentive Payment

- 10.1. The Early Separation Incentive Payment (E.S.I.P) consists of eight (8) weeks incentive payment in addition to all other payments that comprise a redundancy package under the terms of this Agreement. This incentive payment shall be calculated at the ordinary rate of pay.
- 10.2. The E.S.I.P for voluntary and involuntary retrenchment is designed to enable employees to elect to leave the service of the employer, prior to the date of retrenchment, thereby waiving their entitlement to eight (8) weeks notice.
- 10.3. To be eligible for an E.S.I.P, an employee must have completed at least one (1) year of service.
- 10.4. Employees who express an interest in participating in the E.S.I.P scheme shall be required to submit an application within 28 calendar days of the employer's notice of redundant position. This 28 day period shall run concurrently with the eight (8) week notice period. Any late applications for ESIP received after the 28 days' notice period shall reduce the eight (8) weeks ESIP proportionately by the amount of time (in whole days) that applications for ESIP are received after the 28 day time limit.
- 10.5. The employer may reject applications if acceptance would be detrimental to the employer's operations.
- 10.6. The employer may at its discretion terminate employment before the expiration of the notice period by making payment in lieu of the required notice.

11. Relocation Expenses

Should an employee become redundant within a period of two (2) years of commencement of their employment, they shall not be required to repay removal expenses, they would otherwise have to repay under the employer's removal Expenses Policy.

Appendix 2 – Current Classification Structure

* Please note that the LGOA rates listed below are inclusive of the annualised Locality Allowance of \$972.40 per annum, however this annualised allowance is not included in the base rate increases over the three (3) years.

** Decimals for annum figures have been rounded up/down accordingly.

Classification	Current as at 15/12/2011 per annum	As at 16/12/2011 Plus 4% per annum	As at 16/12/2012 Plus 3.5% per annum	As at 16/12/2013 Plus 3.5% per annum
<i>Local Government Officer</i>				
Under 17	\$30,173.00	\$31,424.85	\$32,490.68	\$33,593.82
17 Years	\$31,673.72	\$32,985.60	\$34,106.06	\$35,265.74
18 Years	\$34,688.13	\$36,120.58	\$37,350.77	\$38,624.01
19 Years	\$37,711.96	\$39,265.37	\$40,605.62	\$41,992.78
20 Years	\$40,761.76	\$42,437.16	\$43,888.42	\$45,390.49
Level 1.1	\$45,181.76	\$47,033.96	\$48,646.11	\$50,314.69
Level 1.2	\$45,869.72	\$47,749.44	\$49,386.63	\$51,081.13
Level 1.3	\$46,968.48	\$48,892.15	\$50,569.34	\$52,305.23
Level 1.4	\$48,013.68	\$49,979.16	\$51,694.39	\$53,469.66
Level 1.5	\$49,094.24	\$51,102.94	\$52,857.51	\$54,673.49
Level 1.6	\$50,057.80	\$52,105.04	\$53,894.68	\$55,746.96
Level 2.1	\$51,254.32	\$53,349.42	\$55,182.62	\$57,079.97
Level 2.2	\$52,436.28	\$54,578.66	\$56,454.88	\$58,396.77
Level 2.3	\$53,618.76	\$55,808.44	\$57,727.70	\$59,714.14
Level 2.4	\$54,799.68	\$57,036.60	\$58,998.84	\$61,029.77
Level 3.1	\$55,980.60	\$58,264.75	\$60,269.98	\$62,345.40
Level 3.2	\$57,162.56	\$59,493.99	\$61,542.25	\$63,662.19
Level 3.3	\$58,346.60	\$60,725.39	\$62,816.75	\$64,981.30
Level 3.4	\$59,525.96	\$61,951.93	\$64,086.21	\$66,295.19
Level 4.1	\$60,706.88	\$63,180.08	\$65,357.35	\$67,610.83
Level 4.2	\$61,891.96	\$64,412.57	\$66,632.97	\$68,931.09
Level 4.3	\$63,195.08	\$65,767.81	\$68,035.65	\$70,382.86
Level 4.4	\$64,560.08	\$67,187.41	\$69,504.94	\$71,903.58
Level 5.1	\$65,934.96	\$68,617.29	\$70,984.86	\$73,435.29
Level 5.2	\$67,245.88	\$69,980.64	\$72,395.93	\$74,895.76
Level 5.3	\$68,674.84	\$71,466.76	\$73,934.06	\$76,487.72
Level 6.1	\$71,052.80	\$73,939.84	\$76,493.70	\$79,136.95
Level 6.2	\$73,431.80	\$76,414.00	\$79,054.46	\$81,787.33
Level 6.3	\$75,812.36	\$78,889.78	\$81,616.89	\$84,439.45
Level 7.1	\$78,191.36	\$81,363.94	\$84,177.65	\$87,089.83
Level 7.2	\$80,569.84	\$83,837.56	\$86,737.84	\$89,739.63
Level 7.3	\$82,948.84	\$86,311.72	\$89,298.60	\$92,390.01
Level 8.1	\$85,804.16	\$89,281.25	\$92,372.06	\$95,571.05
Level 8.2	\$88,660.00	\$92,251.33	\$95,446.09	\$98,752.67
Level 8.3	\$91,515.32	\$95,220.86	\$98,519.56	\$101,933.71
Level 8.4	\$94,195.40	\$98,008.14	\$101,404.40	\$104,919.51
Level 8.5	\$96,875.48	\$100,795.43	\$104,289.23	\$107,905.32
<i>Child Care</i>				
CSW Unqualified Year 1 17<18 years	\$26,112.32	\$27,156.81	\$28,107.30	\$29,091.06
CSW Unqualified Year 1 18<19 years	\$28,780.44	\$29,931.66	\$30,979.27	\$32,063.54
CSW Unqualified Year 1 19<20 years	\$31,721.04	\$32,989.88	\$34,144.53	\$35,339.59
CSW Unqualified Year 1 20<21 years	\$34,271.64	\$35,642.51	\$36,889.99	\$38,181.14
CSW Unqualified Year 1 Adult	\$38,117.56	\$39,642.26	\$41,029.74	\$42,465.78
CSW Unqualified Year 2 17<18 years	\$26,525.20	\$27,586.21	\$28,551.73	\$29,551.04
CSW Unqualified Year 2 18<19 years	\$29,269.24	\$30,440.01	\$31,505.41	\$32,608.10
CSW Unqualified Year 2 19<20 years	\$32,285.24	\$33,576.65	\$34,751.83	\$35,968.15
CSW Unqualified Year 2 20<21 years	\$34,918.00	\$36,314.72	\$37,585.74	\$38,901.24

CSW Unqualified Year 2 Adult	\$38,875.72	\$40,430.75	\$41,845.83	\$43,310.43
CSW Unqualified Year 3 17<18 years	\$26,926.12	\$28,003.16	\$28,983.28	\$29,997.69
CSW Unqualified Year 3 18<19 years	\$29,745.56	\$30,935.38	\$32,018.12	\$33,138.76
CSW Unqualified Year 3 19<20 years	\$32,830.72	\$34,143.95	\$35,338.99	\$36,575.85
CSW Unqualified Year 3 20<21 years	\$35,537.32	\$36,958.81	\$38,252.37	\$39,591.20
CSW Unqualified Year 3 Adult	\$39,613.08	\$41,197.60	\$42,639.52	\$44,131.90
CSW 1 Year Qualified Year 1 17<18yr	\$26,962.00	\$28,040.48	\$29,021.90	\$30,037.66
CSW 1 Year Qualified Year 1 18<19yr	\$29,789.24	\$30,980.81	\$32,065.14	\$33,187.42
CSW 1 Year Qualified Year 1 19<20yr	\$32,878.04	\$34,193.16	\$35,389.92	\$36,628.57
CSW 1 Year Qualified Year 1 20<21yr	\$35,598.68	\$37,022.63	\$38,318.42	\$39,659.56
CSW 1 Year Qualified Year 1 Adult	\$40,789.32	\$42,420.89	\$43,905.62	\$45,442.32
CSW 1 Year Qualified Year 2 17<18yr	\$27,358.76	\$28,453.11	\$29,448.97	\$30,479.68
CSW 1 Year Qualified Year 2 18<19yr	\$30,262.96	\$31,473.48	\$32,575.05	\$33,715.18
CSW 1 Year Qualified Year 2 19<20yr	\$33,427.16	\$34,764.25	\$35,981.00	\$37,240.33
CSW 1 Year Qualified Year 2 20<21yr	\$36,221.12	\$37,669.96	\$38,988.41	\$40,353.01
CSW 1 Year Qualified Year 2 Adult	\$41,692.04	\$43,359.72	\$44,877.31	\$46,448.02
CSW 1 Year Qualified Year 3 17<18yr	\$24,524.24	\$25,505.21	\$26,397.89	\$27,321.82
CSW 1 Year Qualified Year 3 18<19yr	\$28,113.28	\$29,237.81	\$30,261.13	\$31,320.27
CSW 1 Year Qualified Year 3 19<20yr	\$31,703.36	\$32,971.49	\$34,125.50	\$35,319.89
CSW 1 Year Qualified Year 3 20<21yr	\$35,292.92	\$36,704.64	\$37,989.30	\$39,318.92
CSW 1 Year Qualified Year 3 Adult	\$42,595.28	\$44,299.09	\$45,849.56	\$47,454.29
Group Leader 1 Year Qualified Yr 1	\$44,701.80	\$46,489.87	\$48,117.02	\$49,801.11
Group Leader 1 Year Qualified Yr 2	\$45,454.24	\$47,272.41	\$48,926.94	\$50,639.39
Group Leader 1 Year Qualified Yr 3	\$46,206.68	\$48,054.95	\$49,736.87	\$51,477.66
Group Leader 2 Year Qualified Yr1	\$48,614.80	\$50,559.39	\$52,328.97	\$54,160.48
Group Leader 2 Year Qualified Yr2	\$49,367.24	\$51,341.93	\$53,138.90	\$54,998.76
Group Leader 2 Year Qualified Yr3	\$50,119.68	\$52,124.47	\$53,948.82	\$55,837.03
Group Leader 3 Year Qualified Yr1	\$50,119.68	\$52,124.47	\$53,948.82	\$55,837.03
Group Leader 3 Year Qualified Yr2	\$50,119.68	\$52,124.47	\$53,948.82	\$55,837.03
Assist Director 2 Year Qualified Yr1	\$50,721.32	\$52,750.17	\$54,596.43	\$56,507.30
Assist Director 2 Year Qualified Yr2	\$51,323.48	\$53,376.42	\$55,244.59	\$57,178.15
Assist Director 2 Year Qualified Yr3	\$51,925.64	\$54,002.67	\$55,892.76	\$57,849.01
Assist Director 3 Year Qualified Yr1	\$52,527.28	\$54,628.37	\$56,540.36	\$58,519.28
Assist Director 3 Year Qualified Yr2	\$53,129.44	\$55,254.62	\$57,188.53	\$59,190.13
Director 2 Year Qualified Year 1	\$55,537.56	\$57,759.06	\$59,780.63	\$61,872.95
Director 2 Year Qualified Year 2	\$56,289.48	\$58,541.06	\$60,590.00	\$62,710.65
Director 2 Year Qualified Year 3	\$57,343.00	\$59,636.72	\$61,724.01	\$63,884.35
Director 2 Year Qualified Year 4	\$58,246.24	\$60,576.09	\$62,696.25	\$64,890.62
Director 3 Year Qualified Year 1	\$57,343.00	\$59,636.72	\$61,724.01	\$63,884.35
Director 3 Year Qualified Year 2	\$58,246.24	\$60,576.09	\$62,696.25	\$64,890.62
Director 3 Year Qualified Year 3	\$59,299.76	\$61,671.75	\$63,830.26	\$66,064.32
Director 3 Year Qualified Year 4	\$60,352.76	\$62,766.87	\$64,963.71	\$67,237.44
Director 3 Year Qualified Year 5	\$61,406.28	\$63,862.53	\$66,097.72	\$68,411.14
Director 3 Year Qualified Year 6	\$62,459.80	\$64,958.19	\$67,231.73	\$69,584.84
Director 3 Year Qualified Year 7	\$63,212.24	\$65,740.73	\$68,041.66	\$70,423.11
Director 3 Year Qualified Year 8	\$64,565.80	\$67,148.43	\$69,498.63	\$71,931.08
Director 3 Year Qualified Year 9	\$66,750.84	\$69,420.87	\$71,850.60	\$74,365.38
<i>Registered Nurse</i>				
Registered Nurse Year 1	\$48,434.88	\$50,372.28	\$52,135.30	\$53,960.04
Registered Nurse Year 2	\$50,457.68	\$52,475.99	\$54,312.65	\$56,213.59
Registered Nurse Year 3	\$52,332.80	\$54,426.11	\$56,331.03	\$58,302.61
Registered Nurse Year 4	\$54,428.40	\$56,605.54	\$58,586.73	\$60,637.27
Registered Nurse Year 5	\$56,533.88	\$58,795.24	\$60,853.07	\$62,982.93
Registered Nurse Year 6	\$58,676.80	\$61,023.87	\$63,159.71	\$65,370.30
Registered Nurse Year 7	\$60,843.12	\$63,276.84	\$65,491.53	\$67,783.74
Registered Nurse Year 8	\$63,003.20	\$65,523.33	\$67,816.64	\$70,190.23

SIGNATORIES

Signed for and on behalf of **Rockhampton Regional Council**..... E. Pardon
In the presence of Travis Pegrem

Signed for and on behalf of The Association of Professional Engineers,
Scientists and Managers, Australia, Queensland Branch, Union of Employees M. Rae
In the presence of:..... Kaylene Scott

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland S. Hunter
In the presence of:..... Melanie Little

Signed for and on behalf of Actors, Entertainers and Announcers Equity Association,
Queensland, Union of Employees M. Rae
In the presence of:..... Kaylene Scott

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Katherine Nelson
In the presence of:..... Neil Henderson