

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Hinchinbrook Shire Council Certified Agreement 2012

Matter No. CA/2012/543

Commissioner Thompson

24 October 2012

CERTIFICATE

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

Hinchinbrook Shire Council Certified Agreement 2012 – CA/2012/543

Made between:

Hinchinbrook Shire Council

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
Queensland Services, Industrial Union of Employees;
The Australian Workers' Union of Employees, Queensland; and
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.

The agreement was certified by the Commission on 24 October 2012 and shall operate from 24 October 2012 until its nominal expiry on 30 June 2015.

This agreement replaces the Hinchinbrook Shire Council Certified Agreement 2009 (CA/2009/137).

By the Commission.

Commissioner Thompson

Hinchinbrook Shire Council Certified Agreement 2012 – CA/2012/543

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1 Title

This Agreement shall be known as Hinchinbrook Shire Council Certified Agreement 2012, herein after referred to as the “Agreement”.

2 Matters Pertaining to the Arrangement of the Agreement

2.1 Commencement and Duration of the Agreement

This Agreement will formally operate from the date of certification by the Queensland Industrial Relations Commission. Hinchinbrook Shire Council has agreed however, that if a majority vote in favour of the Agreement is reached through the voting process, any wage and other increases will apply from 15th August 2012. This agreement shall remain in force until 30th June 2015, or until a subsequent Agreement is negotiated to encompass and replace this Agreement.

2.2 Application of Agreement and Parties Bound

This agreement shall apply to all employees of the Hinchinbrook Shire Council, except to the position of Chief Executive Officer (CEO) or to new senior contract appointments above Level 8 of the Queensland Local Government Officers Award 1998.

This parties entering into this agreement, and bound by it include:

HSC	Hinchinbrook Shire Council, also referred to as “Council”, ABN 46 291 971 168
QSU:	Queensland Services, Industrial Union of Employees, ABN 86 351 665 653
APESMA:	The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees, ABN 99 589 872 974
AWU:	The Australian Workers’ Union of Employees, Queensland, ABN 54 942 536 069
CFMEU:	The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland, ABN 73 089 711 903
AMWU:	Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, ABN 59 459 725 116
PGEU:	Plumbers & Gasfitters Employees’ Union Queensland, Union of Employees, ABN 51 918 867 235
FEDFA:	Federated Engine Drivers' and Firemen’s Association of Queensland, Union of Employees, ABN 73 089 711 903

2.3 Relationship of Agreement to Parent Awards

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

The parent awards include:

- a) Local Government Employees (excluding Brisbane City Council) Award – State 2003
- b) Engineering Award – State 2002
- c) Building Trades Public Sector Award – State 2002
- d) Queensland Local Government Officers Award 1998
- e) Order – Apprentices’ and Trainees’ Wages and Conditions (Queensland Government Departments and Certain Government Entities).

It is agreed that all terms and conditions of the parent awards, other than altered by this Agreement, are preserved for the duration of this Agreement.

2.4 Definitions

Officer Award Employee An employee covered by the Queensland Local Government Officer's Award 1998.

State Award Employee An employee covered by the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, Building Trades Public Sector Award – State 2002 or Engineering Award – State 2002.

2.5 No Extra Claims

The parties to this Certified Agreement agree that its terms represent a full and final settlement of all wages and conditions of employment for the life of this Agreement. During the life of this Agreement the parties will not seek any further claim/s for any industrial matter/s relating to wages or conditions, except those specifically provided for in this Agreement.

This clause shall not prevent the parties from applying variations to the quantum of award based allowances which occur during the life of this Agreement.

2.6 Agreement to be Displayed

Copies of this Agreement shall be displayed on all Employee Notice Boards, on the Council's intranet and copies will be readily accessible to all employees and parties covered by this Agreement.

3 Effective Communication

3.1 Purpose and Objectives of the Agreement

This agreement facilitates a workplace that is responsive to a changing environment and the need to adapt and operate effectively. Council must be able to meet the pressures from the community and to respond to changing legislation so as to maximise productivity and efficiency in our operations.

The parties are committed to the following:

- Improved Council competitiveness with private enterprise to ensure Council maintains a viable and effective workforce;
- Provide individual and workplace flexibility to facilitate efficiency and productivity;
- Promote a harmonious and productive work environment through cooperation and consultation;
- Commit to maintaining a safe and healthy working environment;
- Skilling and supporting employees to build an effective workforce;
- Improved customer satisfaction by adopting a customer oriented focus in all areas of operation.

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the Queensland Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.

3.2 Negotiating Team

A negotiating team has been established for the purpose of negotiating an Agreement, in accordance with the principles of the Queensland Industrial Relations Commission. This team comprises representatives of each of the Unions having Award coverage, management and employee representatives. This team is formed upon commencement of any round of negotiations until negotiations for that certified agreement conclude.

The negotiating team comprises of management representatives, nominated employee union delegates from each Union and the Union Organisers party to the Agreement. Nominated reserve representatives for each employee union delegate are recommended. Up to two (2) Councillor Representatives may act as observers to the negotiations.

Any negotiating team appointed ahead of the expiry of this Agreement shall hold discussions in relation to the renegotiation of a new Agreement six (6) months prior to the expiration of this Agreement. In its renegotiation the parties agree to negotiate collectively in respect of all its employees and their nominated representatives for the purposes of making a new Agreement.

The responsibility for the implementation of this Agreement rests with the Strategic Management Team and the Operations Review Committee.

3.3 Joint Consultative Committee

The purpose of Council's joint consultative committee is to enable a consultative forum comprising of management representatives and employee union delegates and where relevant, their Union or Unions to consult on broad matters arising from the Certified Agreement which impact large numbers of employees or a large number of employees of a particular work group.

The committee should meet at least quarterly, or by request, and meetings will be held during paid working time. As soon as practicable after the commencement of this Agreement, the committee is to form and decide how it will operate within the parameters of this clause.

Management representatives will be determined by the Chief Executive Officer, but shall usually include the Human Resources Manager to oversee and provide advice. Employee union delegates select their representatives from the current negotiating team and these should, as far as possible, reflect union membership party to the agreement.

All employees have the opportunity to raise an issue arising out of the Certified Agreement through any committee representative. Employees are encouraged in the first instance to discuss any concerns with their direct Supervisor or Manager where possible.

'Consultation' for the purpose of this clause shall mean a reasonable opportunity for employee delegates to provide feedback and input into a proposal before a final decision is made, and for Council to consider such feedback and to accommodate suggestions where possible. Consultation does not require mutual agreement on the employer's course of action.

The Notification of Change Clause may be invoked separately to the Consultative Committee; for example in the case of potential redundancies where matters will be discussed with affected persons.

3.4 Positive Employment Relations

New Employees

The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

Workplace Delegates

The existence of accredited Union delegates and/or job representatives is encouraged.

Facilities and Conditions

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

- Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- Reasonable access to normal Council facilities such as, typing, word processing, photocopying, postal system and 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.
- No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

Workplace Delegates Leave

Paid leave of absence of up to five (5) days per person per annum will be granted to employee delegates to attend trade union training, ACTU or specific Union training courses approved by the respective Union.

Right of Entry

An authorised officer of the Union will have rights of access and entry to the premises of the Council for the following purposes:

- Meeting with workplace delegates; and
- Meetings with members of staff; and
- Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues; and
- To conduct union business matters or matters incidental to union business.

Meetings

It is agreed that officers are entitled to use up to a total of 8 hours paid time to attend union meetings during normal working hours over the three (3) year period of this Agreement. Meetings are to be scheduled at the start or end of the working day to minimise disruption to work patterns. Any variation to this arrangement must be by Agreement between union delegates and the CEO.

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

Meeting Notices and Newsletters

The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by the Unions. The Union workplace delegate will be provided with access to this space.

3.5 Grievance Procedure

The following procedure shall be adopted by the parties in circumstances where a grievance arises pertaining to this Agreement:

Level 1: The complainant must inform their immediate Supervisor/Manager of the grievance. The Supervisor/Manager is responsible for investigating and attempting to resolve the grievance within 7 calendar days.

If the complainant is unable to discuss the grievance with their Supervisor/Manager because they are implicated in the grievance, the complainant may commence the procedure at Level 2. For grievances involving unlawful behaviour or workplace health and safety concerns, the Human Resources (HR) Manager or Workplace Health & Safety Manager (respectively) must be involved, as specialist knowledge is usually required.

Level 2: If the grievance remains unresolved, the employee may refer the grievance to the next in line Manager (usually the Manager or Department Manager). That Manager will obtain all information collected to date and will further investigate the matter and consult with all parties within 7 calendar days in an attempt to resolve the matter.

Level 3: If the grievance still remains unresolved, the employee may refer the grievance to the HR Manager, who will obtain information collected to date and will attempt to resolve the grievance.

Level 4: At this level, the grievance is referred to the Chief Executive Officer who will, within 14 calendar days, aim to finalise the grievance. If the matter remains unresolved past this timeframe either party may refer it to an accredited mediator or other external agency or the Queensland Industrial Relations Commission for resolution.

Despite any grievance in relation to the operation of this Agreement, work shall nevertheless continue in the usual manner whilst the following procedures are carried out, except where there is a genuine risk to health and/or safety. An employee must comply with any reasonable directive given by her/his Manager to perform alternative work, either at the same or another workplace. Work must be appropriate for the employee to perform. Queensland Workplace Health and Safety laws shall apply.

At any time through the process, an employee can engage their union or chosen representative to represent them.

In circumstances where Council's grievance procedure does not resolve the complaint, either party may refer the matter to the QIRC for conciliation and, where appropriate, arbitration.

4 Employment Security and Change

4.1 Employment Security

The Council is committed to security of employment for current permanent and permanent part-time employees and are committed to continually improving the job security of employees by:

- a) Training and educating employees and providing retraining;
- b) Career development and equal opportunity;
- c) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future and ensuring that the use of contractors and sub contractors does not threaten established staff levels.

Where job viability is affected and redeployment and retraining options have been exhausted, any termination of employment which may be necessitated as a result in changes of work practices shall be achieved in accordance with all relevant Award provisions and Council's policy on Employee Redundancy Situations.

Nothing in this clause shall override provisions of Council's disciplinary policies and procedures, nor the rights and obligations of Council and employees under relevant industrial Awards and legislation relating to disciplinary matters.

4.2 Multi Skilling

It is agreed parties are committed to multi-skilling in order to:

- a) Provide greater job satisfaction and possible access to a wider range of jobs for employees;
- b) Provide opportunity for greater efficiencies by widening the breadth of employee's skills.

The Joint Consultative Committee will monitor the progress of multi-skilling provisions.

4.3 Notification of Change

Where Council is considering the introduction of major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions that are party to Council's Certified Agreement.

"Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs provided that where the Award or Certified Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

Council shall discuss with 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 affected employees, reasonable and practicable measures to avoid or minimise the adverse effects of such changes on employees.

For the purposes of such discussion, Council shall provide in writing to the employees concerned and, where relevant, their Union or Unions who are a party to Council's Certified Agreement, 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 have a significant effect employees provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.

In the case of potential redundancies, this clause must be read in conjunction with clause 9 - Redundancies.

4.4 Contracting Out

Council prefers to use its own capable, competent and committed employees to provide services which satisfy the needs of customers and provide value for money. Council prefers to directly engage employees on a permanent full time, part time and/or casual basis and will continue to develop and maintain critical skills within the organisation.

Council will continue to use its own employees where competitive levels of quality, service, efficiency, cost effectiveness and value for money are demonstrated. Employees are committed to improving work practices and ensuring our competitiveness. Working together, we will encourage and support internal providers to develop and maintain commercially viable and competitive services.

The impact on sustainable employment of existing employees will be considered when exploring any proposal to use external providers to deliver services which are currently provided by Council employees.

Council reserves the right to contract out or to lease out current services 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 shortages of skilled staff and resources;
- The lack of available infrastructure capital and the cost of providing technology;
- Any extraordinary or unforeseen circumstances; or
- That it is in the public interest that such services should be contracted out.

Where Council seeks to contract out works and services being undertaken or have the ability/capacity to be undertaken by permanent 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. It is the responsibility of all parties to participate fully in discussions on any proposals to outsource any of Council's functions.

If, after consultation as outlined above, employees are affected by the necessity to outsource any functions currently performed by the employer's permanent employees, Council will follow the Notification of Change procedure outlined in this document.

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

5 Types of Employment

Council shall engage a person as an employee on terms that correspond with a type of employment prescribed within this clause and in accordance with the relevant Awards. The types of employment defined in this section are a summary of Award provisions which do not vary the underlying Awards.

5.1 Probation

Employment of new employees (except for casuals) is subject to satisfactory completion of probation. It is Council's aim that Managers review performance during probation on an ongoing basis and one documented review is held between the employee and the Supervisor in the final week of probation to determine whether the employee's employment is confirmed. Council also expects the employee to seek feedback on their performance during probation, if they need it.

The probationary period is three (3) months. A longer period of probation may be applied in special circumstances, provided this is applied at the outset of the employment agreement.

As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee which the employer intends to take into account in a decision to terminate the employment upon or before the expiry of the probationary period.

Fixed term contracts of six (6) months or longer will attract a probation period of 3 months.

For those employed on a traineeship arrangement, the duration of probationary period will apply as per the traineeship training contract.

To avoid doubt, probation does not apply to existing employees appointed to another position or extension of contract within Council where probation has already been served; however any unserved balance of probation may be applied.

5.2 Full Time

The Award standards stipulate that an Officer Award employee working full time hours will work 36¼ ordinary hours per week, which is 7.25 hours per day. A State Award employee working full time hours will work 38 ordinary hours per week, which is 7.6 hours per day.

Nevertheless, the above hours are amended where a nine day fortnight applies. Refer clause 6.2.

Employees engaged to work in the field in Water & Sewerage working a compressed four day week are full time employees working 38 ordinary hours, which is 9.5 ordinary hours per day.

5.3 Part Time

Part time means employment for less than the normal weekly ordinary hours specified for a full time employee. Key features of part time employment are:

- Employment is on predetermined days of the week for a regular number of hours
- The ordinary hours will be less than the applicable full time hours (36¼ or 38 Award dependent)
- Pay and entitlements are paid on a pro-rata basis of the full time equivalent
- Any amendment to the normal starting and ceasing times will be by mutual agreement
- All other provisions relevant to full time employees also apply to part time employees
- The term “casual employee” does not apply to a part time employee

It is agreed that Clause 13.8 of the Local Government Officers Award 1998 is varied to the extent that by mutual agreement in writing, part time Officers shall be allowed to work for six consecutive hours provided that if they are required to work beyond 6 hours, a crib break of thirty minutes which shall not be counted as time worked, shall be taken at the commencement of the sixth hour. Penalty rates will apply if the employee exceeds the 36.25hrs or 38hrs per week.

5.4 Casual

A casual employee is as defined by the relevant Award. A casual employee is engaged by the hour (subject to minimum call out periods) with employment that is subject to termination at any time without notice subject to payment of any applicable minimum engagement period. Key features of casual employment are:

- Casual weekly hours are less than the maximum ordinary working hours applicable to full time employees
- Casual employees are paid a casual loading per hour in lieu of leave entitlements
- Minimum periods of engagement apply as per the relevant Award
- Some Awards prescribe some notice (e.g. 2 hours notice) to terminate the relationship
- It is stipulated at the commencement of the engagement that the employment is casual
- In the rare event a casual achieves long service entitlement, they are entitled to it
- Long term casuals are entitled to some forms of unpaid leave, as specified in the relevant Award.

It is agreed that upon certification of this agreement, that once employed, an employee and their Supervisor/Manager may mutually agree in writing for a period of time or permanently that a casual employee may work up to a maximum of 8.0 hours per day (Officer Award employees) or 7.6 hours per day (State & Other Award employee) and these hours will be treated as ordinary hours with no penalties applicable. Penalty rates will apply if the employee exceeds the 36.25hrs or 38hrs per week.

5.5 Mixed Contracts of Employment

It is agreed that in addition to the provisions of their primary contracts of employment part time or casual employees may be engaged on a secondary contract either on a casual or part time basis in a separate engagement in a different Department of Council. Such engagement shall be subject to the following conditions:

- a) That both Managers are mutually agreeable to the arrangement and Council cannot foresee any conflict of interest in duties or workplace health and safety issues (e.g. working hours).
- b) That work required to be performed in a separate engagement is not within the primary contract of employment position/job description of the employee concerned and it is treated and paid according to the relevant contract.
- c) The total ordinary hours worked across both contracts will not exceed the full time equivalent hours. Under each contract where ordinary hours are exceeded, the relevant Award penalties apply.
- d) The separate engagement is to meet a specific purpose.
- e) The separate engagement enables the employee to attain additional remuneration and/or skills.
- f) The separate engagement must be at the request of the employee and be subject to mutual agreement between Council and the employee concerned.
- g) The separate engagement is not designed to avoid overtime obligations, but genuinely meets the tests set out in items (b) to (e) above.
- h) Any decision must be based on reasonable operating requirements of Council.

In considering a request from an employee who has previously had their hours reduced due to a right to request relating to returning to work on a part time basis until their child reaches school age, Council must take this into consideration as to whether the arrangement still applies and whether the additional work should reasonably be performed in their current department.

Under this arrangement, the employee is issued with a different payroll number for each contract. Employees considering this arrangement are advised that the Australian Tax Office will most likely treat each contract separately and therefore one position will be considered secondary employment and may be taxed accordingly. Because of this, and varying benefits received by individuals, the employee is responsible for seeking independent financial and taxation advice on any possible impacts caused from undertaking secondary employment.

5.6 Fixed Term (or Maximum Employment)

Fixed Term employment means employment for a specified period of time or for a specified task.

Fixed term appointments may be considered:

- a) For the completion of a specific task(s) or project;
- b) To relieve a vacant position arising from an employee taking leave;
- c) For the temporary provision of specialist skills that are not available within the organisation;
- d) To fill short term vacancies during the recruitment and selection process, resulting from the resignation of a permanent employee;
- e) Where there is significant uncertainty about the funding which underwrites the position;
- f) Where the supply and demand trends in the work area are genuinely unclear;
- g) To meet emergent peaks in demand where the use of labour hire or casual labour is less appropriate;
- h) As stipulated in any relevant parent Award

Fixed term appointments should not fill an ongoing position or carry out work associated with ongoing functions within Council, except to replace an employee in circumstances specified in clauses b) and d).

An officer employed on a fixed term basis shall have access to the review and annual increments on the same basis as a permanent employee under the relevant Award.

5.7 Job Share

This type of employment provides the option for two employees to work reduced hours and to share one full time job (maximum of 36¼ or 38 ordinary hours per week Award dependent divided between the two). While job share would appear to be part time employment it is not. The salary is divided across the two partners however personal entitlements (e.g. annual leave, personal leave etc) apply to each job share partner as they would normally.

5.8 Trainee or Apprentices

Employment involves arrangements made through specific providers or with individuals directly, whereby the student engages in supported training and work.

Wages rates applicable to all trainees and apprentices engaged as employees by Council shall be set in accordance with the Order – Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities). This provides the guidance as to the trade percentages which apply.

6 Hours of Work

6.1 Spread of Ordinary Hours

The spread of ordinary hours per day are worked Monday to Friday inclusive between the hours of 6.00am and 6.00pm.

6.2 Nine (9) Day Fortnight

Notwithstanding the provisions of the Award, the parties have agreed that a nine day fortnight working arrangement generally applies to all full time employees. An exclusion applies to those working a four (4) day working week (as outlined in clause 6.3 of this Agreement).

The Council may at any time in its discretion exclude an employee from the provisions of the nine (9) day fortnight arrangement where the inclusion of the employee would, in the opinion of Council, prejudice the efficient operation of the Council's business.

For each employee working a nine (9) day fortnight, the ordinary hours of duty including a mid-morning tea break of 20 minutes duration, but excluding an unpaid lunch break of between 30 – 60 minutes duration shall be:

Officer Award Employees - eight (8) hours and six (6) minutes per day to be booked as 8.1 hours per day. This will result in an employee working 72.9 hours per fortnight with the additional .4 hours being held in credit as ordinary time for the employee. 8.1 hours also applies to all forms of leave.

State Award Employees - eight (8) hours and thirty (30) minutes per day to be booked as 8.5 hours per day. This will result in an employee working 76.5 hours per fortnight with the additional .5 hours being held in credit for the employee. 8.5 hours also applies to all forms of leave.

For new employees who may not have a sufficient balance of a rostered day off (RDO), their pay will be based on the ordinary hours which have been worked up until the day the RDO is taken, however this may mean that the employee has a negative RDO balance which should eventually move into credit due to the .4 or .5 hours per fortnight accruing.

Time accrued and held in credit shall be taken as an RDO in each fortnightly period. The RDO will fall on the day in accordance with a schedule as determined by relevant Department Heads. Where an RDO falls on a Public Holiday, the employee shall be entitled to an alternative day off at a date mutually agreeable with their Supervisor.

Statutory Holidays will continue to be paid at 7.25 hours or 7.60 hours per day. The difference between the statutory holiday hours and the required hours of duty for the nine day fortnight arrangement will be taken from the RDO Balance.

6.2.1 Flexibility in Taking Rostered Days Off (RDO's)

It is agreed between the parties, that in order to meet the business needs of Council, and best practice, or where in the opinion of a project supervisor or departmental head there are cost efficiencies to be gained by working on an RDO, then RDO's will be worked, by mutual agreement, subject to two (2) working days notice being given, except in the case of emergencies.

Where employees work on their designated RDO, Officer Award employees levels 1 – 7, have the option of banking the RDO or receiving payment at overtime rates for work on the RDO.

State Award employees have the option of banking the RDO or receiving payment at overtime rates for work on the RDO. Where the RDO is banked, it shall be taken at a later time mutually agreeable between the employee and their Supervisor. A maximum of three (3) days (e.g. 21.75 hours –Officer Award employees) or (22.8 hours –State Award employees) can be accrued.

If an employee leaves the employment of Council for any reason, they will be paid out for hours held in credit at the ordinary rate or employees with a negative balance will have the balance deducted at the ordinary rate.

6.3 Four Day Working Week (Water & Sewerage Only)

It is agreed that full time workers employed in the Water & Sewerage Department will work a 38 hour week compressed into a four day working week of 9.5 ordinary hours per day.

Overtime is paid, or time off in lieu may be taken, according to the terms and conditions of this Agreement outside of the ordinary hours.

For the purpose of calculating sick leave, annual leave and long service leave, these are paid or taken as 9.5 hours per day. Public/Statutory holidays are taken as per Award provisions.

Any employee rostered on call will have to work their usual day off. This day can then be either taken as overtime or booked as time in lieu. If time in lieu is taken, then the time accrued must be taken before the employee next goes on call.

6.4 Working Five Days out of Six

It has been agreed that employees may be requested to work their ordinary hours any five (5) days out of six (6) days Monday to Saturday inclusive, subject to the following:

- This provision is intended to apply to infrequent and short term works generally conducted by small sections of the workforce;
- The need to work on Saturday will generally be dictated by special circumstances such as less traffic disruption and reduced safety hazards for employees;
- This provision shall not be used to replace genuine overtime situations.
- Compensation for all hours worked on Saturday shall be calculated at penalty rates existing in the relevant Award and shall be made as follows:
- All ordinary hours worked on the Saturday shall be taken as a paid day off in lieu by mutual agreement and normally within the week following the Saturday worked and in situations where this does not occur it shall be taken within three months of its accrual at the appropriate penalty rate; and
- All penalty time including any worked hours in excess of the agreed ordinary hours shall be paid as overtime for the particular pay period concerned;
- Each employee concerned shall be entitled to individually decide whether or not they agree to work on any particular Saturday under this arrangement;
- Any employee who feels aggrieved as a consequence of the operation of this provision shall be entitled and encouraged to resolve their grievance via the grievance procedure of this Agreement;

6.5 Variation to Spread of Hours

It is agreed that for specific projects or special circumstances and then only by mutual agreement between the Supervisor and employee concerned, the ordinary spread of hours may be altered so that the whole or part of the ordinary hours of duty are performed between the hours of 5.00am and 8.00 pm, Monday to Friday, without penalty in the following situations:

- Road line marking on heavily trafficked roads, to enhance employee safety and facilitate efficient project completion with minimal traffic disruption.
- Tree pruning or removal on roads or in parks to enhance employee and public safety and minimize traffic disruption.
- Projects where tidal influence precludes work being performed during the normal spread of hours.
- Projects where a planned interruption to essential services would be unreasonable during the normal spread of hours.
- Construction, alteration or maintenance projects where safety considerations can not be satisfied by other means.
- Construction, alteration on maintenance projects where unreasonable traffic disruption can not be avoided by other means.
- Town sanitation activities where facilitation of the works is easier with minimal traffic or public disruption, for example cleaning of public toilets and street litter bins.

6.6 Travel Time

Travel time allowance for all eligible employees as described under Clause 12.4 - Queensland Local Government Officers Award} 1998 - State, will be paid at penalty rates.

Travel time allowance for all eligible employees as described under Clause 8.1 - Local Government Employees' (Excluding Brisbane City Council) Award - State, will be paid at penalty rates.

6.7 Professional Development and Training Travel Time (Officer Award Employees)

Where Officers have approval to attend professional development or training that incurs travelling time outside of the ordinary spread of hours, they may not claim such travel time as overtime without the prior approval of their Manager, but may claim time off in lieu instead. This applies to Officer Award employees who are entitled to time off in lieu arrangements.

If an employee is directed to attend a job specific training and/or development activity, the employee shall be entitled to their choice of overtime or time off in lieu in accordance with the applicable Certified Agreement or relevant Award rates.

6.8 Christmas Closedown

Council closes its operations for the period of time between Christmas and New Year and some departments are closed for longer. Only a skeleton outdoor crew are required during this time, therefore all other employees must take other forms of accrued leave, or where they do not have accrual, leave without pay during this time.

If a new employee has less than a full year's accrual of annual leave, the employee shall take annual leave only for the duration of leave that has been accrued at the time of commencement of the closedown. In this situation, an employee may save RDO's and TOIL toward this occasion.

6.9 Time Off in Lieu of Overtime

6.9.1 Officer Award Employees

It is agreed that by mutual agreement between the Supervisor and employee concerned, Officer Award employees levels 1 – 3 may be given time off in lieu of overtime payments at single time for the hours worked.

Levels 6 and 7 may claim overtime where prior approval has been given by the Manager, on the same Award terms as available to levels 4 and 5, which is by mutual agreement.

6.9.2 State Award Employees

It is agreed that by mutual agreement between the Supervisor and employee concerned, State Award employees may be given time off in lieu of overtime payments in accordance with the following terms:

- (a) Time off in lieu arrangements will only apply when initiated by the employee.
- (b) The time off in lieu shall be equivalent to time worked outside of normal working hours but within the normal spread of hours of 6.00am to 6.00pm, Monday to Friday; and
- (c) Such time off shall be taken within three months of its accrual.

This provision does not apply to employees working in the Environmental Health and Works Departments. It does apply to those employees working in the Workshop and Survey Sections.

6.10 Flexible Working Arrangements

Council and an employee may agree to flexible working arrangements which include flextime, banked hours, make-up time, accrued and rostered days off and/or seasonal working arrangements, provided that such arrangement is agreeable to the employee and the arrangement is entered into without coercion or duress. Provided any such arrangements are in accordance with the provisions of this agreement and the relevant parent awards.

7 Leave Provisions

7.1 Leave Accrual

Entitlement to annual, personal and long service leave accrues progressively during each year of service according to the ordinary hours worked by the employee. Any deduction of full days is made according to the ordinary hours worked by the employee.

Where applicable, accrual which exceeds the allowable balance must be taken in the following order:

1. Accrued time off in lieu (TOIL)
2. Rostered days off (RDO's)
3. Annual Leave
4. Long Service Leave

Any accrued annual and long service leave to which the employee is entitled will be paid out upon termination.

7.2 Annual Leave

For each completed year of service with Hinchinbrook Shire Council, permanent and fixed term employees (excluding casuals and school based trainees) are entitled to five (5) weeks' paid annual leave.

Taking of annual leave is done in accordance with the following:

- Annual leave may be paid in advance where the employee indicates this on the *Leave Request Form*.
- Annual leave in periods of less than one (1) day may be approved in special circumstances.
- Public holidays do not form part of annual leave and are documented on the timesheet.
- Annual leave accruals must not exceed ten (10) weeks including pro rata entitlement.

An annual leave loading of 17.5% is paid when annual leave is taken, and will be paid out on the balance of accrued annual leave upon termination of employment with Council.

7.3 Personal Leave

Personal leave encompasses sick and carer's leave. It is agreed that for each completed year of service with Council, full time and part time employees (casuals excluded) are entitled to 15 days per annum of paid personal leave, which accrues on a pro rata entitlement basis from commencement.

Personal leave is cumulative and it is agreed that there shall be no limit on the accumulation of leave entitlement.

Personal leave may be taken for part of a day (for the number of hours absent) or in full days.

Entitlement to personal leave is conditional upon the employee notifying their immediate Supervisor or Manager as soon as possible (usually prior to commencement unless genuine circumstances prevent this) of the absence and keeping the Supervisor/Manager informed throughout the absence as to their likely return.

Entitlement to personal leave exceeding 2 consecutive days is subject to the employee producing a medical certificate from a registered medical practitioner or other documentation considered satisfactory by the Supervisor/Manager.

An employee may be required to provide evidence of the illness to Council's satisfaction in accordance with relevant Award provisions.

Medical appointments relating to personal sickness or carer's leave should be made outside of working hours where possible.

7.3.1 Sick Leave

Paid sick leave is available to employees who are unable to attend work due to personal illness or injury.

An employee who falls sick on an RDO shall not receive any further day in lieu thereof.

An employee, if while on approved annual leave is overtaken by illness shall, on production of a certificate signed by a duly qualified medical practitioner certifying that the employee is unfit to perform normal duties for a period of not less than five (5) days be entitled on application to have such period of illness debited to the employees sick leave entitlements and the employees annual leave entitlement shall be adjusted accordingly.

7.3.2 Carer's Leave

Paid carer's leave is taken from the employee's available sickness leave accrual.

Paid carer's leave is available to employees who are unable to attend work because they are required and are responsible for providing care or support to a member of their immediate family or household due to an illness or injury or unexpected emergency affecting that member.

An employee cannot take carer's leave if any other person is providing care for the same person unless there are special circumstances requiring more than one person to provide care.

7.4 Bereavement Leave

Full time and part time permanent or fixed term employees are entitled to paid bereavement leave on each occasion of the death of a member of the employee's immediate family or household.

Full-time and part-time employees shall, on the death of a member of their 'immediate family' as defined by Hinchinbrook Shire Councils definition of 'immediate family' be entitled to paid bereavement leave **up to** and including the day after the funeral of such person, subject to the conditions herein. Such leave shall be without deduction of pay for a period not exceeding the number of hours usually worked by the employee within 5 consecutive business days, working back from the day after the funeral.

Proof of such death is to be furnished by the employee to the satisfaction of the Employer.

Awards only offer paid bereavement leave of two days, therefore Council's granting of five days exceeds the provisions of Awards. As such it has its own definition of "immediate family" as outlined below for the purpose of taking five paid days bereavement leave.

For the purpose of this clause, 'immediate family' shall be defined as Parent, Spouse, Defacto Spouse, child, adult child including adopted child, step child, step parent or ex-nuptial child, sibling of the employee or spouse of the employee, but shall exclude grandparents.

Paid bereavement leave of a period not exceeding two days for those individuals excluded from the definition above applies as per the Award definition of "immediate family".

Part time employees are only entitled to be paid the days they would normally have worked within the 5 consecutive business days up to and including the day after the funeral.

7.5 Long Service Leave

Long service leave is granted to employees (including casuals) according to Award provisions. It currently arises from a combination of specific Award entitlements (Officers' Award) and the Queensland Industrial Relations Act 1999 as amended from time to time, for all other Award employees.

Employees are encouraged to take their leave as soon as possible after accrual. Nevertheless, leave accrued is to be taken within five (5) years of receiving the entitlement, and upon giving one (1) month notice.

Council reserves the right to direct an employee to take long service leave that has accrued beyond the five (5) years of receiving the entitlement, by providing three (3) months notice of the need to take the leave, as provided for in the Industrial Relations Act 1999.

It is recommended that long service leave be taken in no more than three periods of time. Other requests to take long service leave in smaller portions will be subject to the written approval of the CEO.

Portability of long service leave to and from Council will be managed in accordance with the conditions that apply under Chapter 5, Part 3, Division 4 of the Local Government (Operations) Regulation 2010.

Any public holidays that fall during periods of long service leave are paid as ordinary time.

In relation to Apprentices or Trainees who become employees of Hinchinbrook Shire Council after a period whereby they were engaged as an Apprentice or Trainee via a Group Training Organisation, Council for the purposes of this clause will recognise the period the Apprentice or Trainee was engaged with Council via a Group Training Organisation when assessing an entitlement to long service leave.

So there is no doubt, for the period of engagement via the Group Training Organisation to be taken into account when assessing an entitlement to long service leave there must not be a break of more than 3 months between the engagement via the Group Training Organisation and the start of employment as an employee with Council." The above variation is not intended to affect the relationship between the Group Training Organisation and their employee, or any other rights of Council.

Upon certification of the agreement, this will apply to any apprentice who has been engaged under these conditions and is currently employed with Council.

7.5.1 Long Service Leave Entitlements (Officer Award Employees)

Officer Award employees become entitled to thirteen (13) weeks long service leave on full pay after an initial 10 years continuous service, although by request, and with timing approved by Council, can access pro rata long service at any time after the initial 7 years' service. Officer Award employees then become entitled to a further thirteen (13) weeks long service on full pay after a subsequent 10 years continuous service, which accrues, and can be taken at the pro rata rate of 1.3 weeks per annum.

7.5.2 Long Service Leave Entitlements (State Award Employees)

State Award employees become entitled to thirteen (13) weeks long service leave on full pay after an initial 15 years continuous service, and can access accrued pro rata long service after 10 years at the pro rata rate of 13/15th's of a week per annum. State Award employees become entitled to a proportion of 13 weeks (4.3 weeks) on full pay after a subsequent 5 years continuous service.

A State Award employee who has completed at least seven (7) years continuous service is entitled to a proportionate payment for long service leave on the termination of the employee's service in accordance with specific situations as outlined in the relevant State Award.

7.6 Special Leave – Floods and Natural Disasters

In interpreting this clause it is to be remembered that Council is a community service organisation that 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 employees are available to fulfil various roles at various locations throughout the Shire.

A maximum of three (3) paid ordinary days of work per financial year (non cumulative) may be granted to permanent full time and part time employees who are unable to attend their normal place of work due to flooding and natural events, in the following circumstances:

- Where the employee is unable to travel to work with a reasonable level of safety;
- 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 such leave is sought due to the employee being unable to safely travel to and from work, the employee must remain in a situation and condition of being able to attend work should suitable safe travel be arranged.

Where Special Leave has been exhausted, employees may use accrued TOIL, RDO's and/or annual leave (in that priority order), or take leave without pay, subject to approval by their Supervisor/Manager.

Council must maintain an adequate number of employees to fulfil various roles and at various locations during times of flooding and natural events, subject to the safety of employees and their families being maintained.

Council may nominate alternate places of work for certain employees whose presence is required to address flooding and natural events preparedness and response.

For the purpose of this clause, these alternate places of work are to be taken as the employees' normal workplace, until advised otherwise.

7.7 Parental Leave

Parental leave includes maternity, partner and adoption leave.

7.7.1 Unpaid Parental Leave

This leave applies to eligible permanent and fixed term employees and 'eligible casual employees' with twelve (12) months continuous service as at commencement of leave. It does not apply to other casual employees or seasonal employees.

7.7.2 Paid Parental Leave

This paid leave applies to eligible permanent full time and part time employees employed by Council with two (2) years continuous service as at commencement of leave. It does not apply to 'eligible casual employees' other casual employees or fixed term employees. The employee must complete a statutory declaration confirming they will be the primary carer of the child to be eligible for paid parental leave.

Paid parental leave applies to the primary care giver in connection with maternity, partner and adoption leave.

The amount of paid parental leave is applied as follows:

2 years continuous service but less than 3 years continuous service	4 weeks paid parental leave
3 years continuous service but less than 4 years continuous service	5 weeks paid parental leave
4 years continuous service or more	6 weeks paid parental leave

The period of paid leave is included within the total entitlement of 52 weeks and is paid at the employee's ordinary base rate of pay. It attracts accumulation of personal, annual and long service leave contributions.

According to rules of the LG Superannuation Scheme introduced in November 2009, the superannuation guarantee is not paid on paid parental leave.

Public holidays that fall during the paid parental leave are paid as ordinary time. Personal sickness that falls during the paid leave will be taken to form part of the leave.

Paid leave will be effective from the date of commencement of parental leave and the employee may select whether to take payment as a lump sum or as fortnightly payments for the period of entitlement.

The employee may select whether to take paid parental leave on full or half pay. On half pay the period of leave will double and entitlements will accrue at 50% pro-rata.

To be eligible for further payments of paid parental leave, an individual must return to the workplace and work in their substantive role (either full time or part time) for a continuous period of twelve (12) months and must once again be the primary care giver. Where the employee does not return to the workplace for the above stipulated period, they will only be entitled to the further period as unpaid parental leave, provided their service remains continuous.

If the pregnancy terminates before the parental leave period commences, the parental leave is automatically cancelled and the employee will no longer be entitled to paid parental leave.

Paid parental leave is only payable when the leave is actually taken. Under no circumstances will Council make a payment in lieu of taking the leave, or defer or split the payment beyond what is allowed in this clause.

7.8 Cultural Leave

Only employees who are required by Aboriginal tradition or Island custom to attend Aboriginal or Torres Straight Islander ceremonies are entitled to apply for cultural leave. If Council agrees, an eligible employee may take up to five (5) days unpaid cultural leave per year of service.

If an eligible employee wishes to apply for cultural leave, they should give Council the following:

- Before taking the leave, reasonable notice of the intention to take cultural leave;
- Details of the reason for taking the leave; and
- Details of the period that the employee estimates they will be absent.

8 Remuneration and Benefits

8.1 Payment of Wages

Subject to the completion and the approval of an employee's timesheet by their immediate Supervisor or Department Manager, wages will be paid on the nominated pay day deposited by electronic funds transfer into the bank account(s) of choice.

8.2 Annual Wage Increases

The annual wage increases granted under the current Agreement shall be as follows:

Year One	3.5% commencing from 15 th August 2012 if the Agreement is agreed by majority vote
Year Two	3.7% commencing 1 st July 2013 (or on the first pay period of July 2013 and 2014)
Year Three	3.7% commencing 1 st July 2014 or CPI, whichever is the greater

CPI refers to 'Consumer Price Index' for All Capital Cities.

Please refer to the schedules of wages contained toward the end of this document. For ease of interpretation of wage increases for the lifetime of this Agreement, each year's increase has been calculated on the above percentages. In the event that in the third year of the agreement the CPI amount is greater than the negotiated wage increase, the wage increases outlined in the schedules do not apply, and the CPI amount applies.

8.3 Junior Rates of Pay

Rates for junior employees will be applied in accordance with the relevant Award which covers the employment of the junior.

Schedule B of this Agreement details the Wage Rates for Officer Award Juniors. Officer Award Juniors will commence employment at Level 1, Increment 1 with the relevant age percentage being applied to this rate.

It is agreed that Officer Award employees under 21 years of age are to be paid as follows:

First year of employment	Age % of Level 1A
Second and subsequent years	Age % of Level 1B and so on until reaching Adult Age (21 years) at which time the employee shall then progress to the full adult wage at the appropriate level e.g. 1C as the case maybe.

8.4 Superannuation

Council will contribute on behalf of each employee an amount into the Local Government Employees Superannuation Scheme established pursuant to the terms and conditions as set out in Chapter 7, Part 2 of the Local Government Act 2009.

Ordinary time earnings or salary for superannuation purposes shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including all permanent allowances, district, construction, leading hand, and locality allowances where applicable. Salary for superannuation purposes shall not include overtime, disability allowances other than those specified, service increment payments, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.

8.5 Salary Sacrifice

Salary sacrifice arrangement for superannuation is available to all employees.

Salary Sacrifice is an arrangement whereby an employee contributes to a superannuation fund amounts from his/her gross (i.e. 'before tax') pay. This is achieved by the employee electing to "sacrifice" a percentage of his/her taxable salary and have that amount, less any government levy or tax payable, paid into the superannuation fund by the employer on the employee's behalf.

The employee must submit an application on the prescribed form to Payroll, not less than fourteen days prior to date of effect for commencement or variation. Notice of ceasing a salary sacrifice agreement from an employee is also required not less than fourteen days prior to date of effect for termination. (Note there will also be paperwork required to be completed for the LG Superannuation Scheme).

Changes can be made to arrangements up to four times per financial year.

For all salary packaging arrangements, net salary sacrifice rate will be calculated and will be treated as the base hourly rate of pay for all wage calculations excluding termination payment for accrued leave, which will use the full pre-sacrifice rate due to the sacrifice arrangement being cancelled from the date employment ceases.

For all salary packaging arrangements, Annual Workcare wages declaration will be on the full pre-sacrifice gross salary and the employee will be paid the net salary sacrifice rate while on periods of workers compensation, which will allow the salary sacrifice arrangement to continue.

8.6 Salary Packaging Benefits other than Superannuation

Salary packaging arrangements of benefits other than superannuation are available to all employees; however it is acknowledged that salary packaging is a specialist field that Council is not experienced in, nor is it resourced to administer.

For Council to consider the sacrifice of any other benefit aside from superannuation; a request by an employee will only be considered on the basis that the arrangement is cost neutral to Council; that is, that there is no direct or indirect cost to Council; and the arrangement is subject to the following:

- The employee must seek independent financial advice and must present to Council a fully prepared salary packaging brief with the only requirement to Council being to make the relevant adjustment to the employee's salary upon the written advice of a registered financial planner or salary packaging specialist.
- A signed Agreement must be approved by the CEO and is processed by Finance, not less than fourteen (14) calendar days prior to date of effect for commencement or variation.
- Notice of ceasing a salary sacrifice agreement from an employee is required not less than fourteen (14) calendar days prior to date of effect for termination.
- It is at Council's absolute discretion to agree to accept the application and enter into a salary sacrifice arrangement.

8.7 Officer Award Employees Supervising State Award Employees

Notwithstanding the provisions of the Award, Officer Award employees supervising State Award employees covered by Awards of the Queensland Industrial Relations Commission working 38 hours per week will also work 38 hours per week as their ordinary hours of duty. The hourly rate for the ordinary hours of duty for these supervising officers shall be at the same hourly rate as an Officer working 36.25 hours per week.

8.8 Final Trim Graders

It is agreed that positions of Final Trim Operators are established in accordance with Council's needs. Employees appointed to Final Trim Grader Operator positions are State Award employees, paid at Level 7 of the relevant Award.

8.9 Payroll Deductions

Authorised existing payroll deductions will continue to be made for Employee Organisations, Trade Union Membership Fees, Medical and other Insurance, Superannuation, Charitable/Community Organisations and Hinchinbrook Shire Council Rates/Sundry Debtors in accordance with Council's Payroll Deductions Policy.

8.10 Safety Net Award Increases

Any arbitrated wage adjustments granted by the Queensland Industrial Relations Commission during the life of this agreement will be absorbed and not applied to the wages applicable to this agreement. However, allowances relevant to this agreement will be increased by the percentage increase that is applied to allowances in accordance with any Declaration of General Ruling made during the life of this agreement.

8.11 Allowances

8.11.1 Construction Allowance

Construction Allowance as prescribed under the Local Government Employees' (Excluding Brisbane City Council) Award - State shall be paid to all employees who are required to work in conditions as described under Clause 5.8.1 of that Award.

8.11.2 Live Sewer Work Allowance

Live Sewer Work Allowance as prescribed under the Local Government Employees' (Excluding Brisbane City Council) Award - State shall be paid to all employees who are required to work in conditions as described under Clause 5.8.2 of that Award.

8.11.3 Warrens Hill Waste Facility Mechanical Plant Repair Allowance

Mechanics engaged in performing repairs on Council Plant at the Warrens Hill Waste Facility shall, during ordinary hours, be paid at the rate of time and a half for all time so engaged.

During overtime or on weekends or public holidays Council employed Mechanics shall be paid one half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged in performing repairs on Council Plant at the Warrens Hill Waste Facility.

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

The term 'waste' shall mean contact with rubbish, dirty conditions, dust and wetness, and noxious fumes during engagement at the Warrens Hill Waste Facility.

The allowance shall relate to work carried out where there is direct connection with waste. The term shall also include work in connection with cleaning of Waste Facility Plant if such plant is contaminated with waste.

This allowance shall not apply to Warrens Hill Waste Facility employees.

The allowance prescribed in clause 5.8.1 of the Local Government Employees (excluding Brisbane City Council) Award – State shall not be paid in addition to this allowance.

8.11.4 On Call Allowance for Emergency Work (Officer Award employees)

An officer who is required by Council to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of \$35 per day upon which the officer is required to be on call for emergency work.

An officer whose period of on call duty includes or coincides with a Public Holiday shall have added to the officer's annual leave entitlement one day for each such holiday on which such officer is required to be on call.

Officers called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work but they must return home within a reasonable time and payment shall be calculated accordingly, but such payment shall not be less than three hours salary at the appropriate rate of pay.

If the employee who is on call and being paid on call allowance is called upon to perform emergency work, provided the employee does not leave home to attend to the situation, e.g. handled by phone, they shall be entitled to a minimum of thirty (30) minutes at ordinary time.

This provision does not apply to Executive Officers.

8.11.5 On Call Allowance (State Award employees)

It is agreed that Clause 5.8.15 of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003 shall apply to all State Award employees covered by this Agreement.

It is agreed that Clause 5.8.15 (a) of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003 is varied such that Monday to Saturday – An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$35 for each day and/or night during which the employee remains on call.

If the employee who is on call and being paid on call allowance is called upon to perform emergency work, provided the employee does not leave home to attend to the situation, e.g. handled by phone, they shall be entitled to a minimum of thirty (30) minutes at ordinary time.

8.11.6 Motor Vehicle Allowance (State Award Employees)

A State Award employee required to use his or her private motor vehicle for official purposes will be paid a kilometre allowance of 0.67 cents per kilometre as per Clause 12.5 of the Queensland Local Government Officer's Award.

8.11.7 Trade Allowance (State Award employees)

A trade allowance of \$1.80 per hour is added to the hourly rate post any wage increases applied via this Agreement.

This allowance only applies to trade qualified employees possessing an Australian trade qualification obtained as a result of the completion of an indentured apprenticeship, and only where the employee is engaged by Council to specifically perform their trade. This allowance is not paid to apprentices.

8.11.8 Work Health & Safety Representative Allowance

It is agreed that an employee who is elected by members of his/her designated work group as the workgroup's Work Health and Safety Representative (WHSR) and who actively fulfils the functions of a WHSR as set out in the Queensland Work Health & Safety Act will be paid a WHSR Allowance.

A WHSR allowance will only be paid to elected WHSR's who have successfully completed an accredited WHSR training course. It is not paid to reserves/deputies. The weekly allowance is paid and processed in accordance with clause 12.8 of the Officer's Award, currently \$12.83 per week. This amount is paid to all WHSR's, irrespective of which Award coverage usually applies to the employees. The allowance is not paid while on leave.

A WHSR Allowance will no longer be paid to an employee if the employee ceases to hold the position of WHSR for any reason set out by the Queensland Work Health & Safety Act, or who ceases to actively fulfill the functions of a WHSR as required.

9 Termination of Employment

9.1 Resignation by Employee

Resignation from employment is the voluntary exercise by an employee of his/her right to terminate their contract of employment with Council, by providing the period of notice required.

Any person who resigns (excluding casuals) must provide their resignation in writing to their immediate Supervisor/Manager.

Casuals are not required by law to provide notice, and as such, only need to advise their Supervisor when they intend to finish. Nevertheless, if a casual employee wishes to provide notice they may choose to do so.

A written resignation must include the date of resignation, period of notice provided and it must be clear as to when the final working day will be. Resignations via email are not usually acceptable.

The employee is responsible for advising Council (via the Termination Form) of any change of address, as the last address on file is where any final information and the next Payment Summary will be sent to.

For Officer Award Employees and those covered by the Engineering Award, the following notice is required:

For 1 year or less continuous service:	1 week notice
Over 1 year and up to the completion of 3 years continuous service:	2 weeks notice
Over 3 years and up to the completion of 5 years continuous service:	3 weeks notice
Over 5 years continuous service:	4 weeks notice

For Other Award Employees, the period of notice is one (1) week.

If the employee fails to give the correct notice, Council retains the right to withhold monies due to the employee with a maximum amount equal to the period of notice that should have been provided.

A shorter period of notice than that required may be agreed upon between Council and the employee.

Council may decide that they do not wish the employee to work their notice period, in which case payment in lieu of notice will be made either for the full or part period of notice, as applicable.

Where payment in lieu of notice is made, the payment is based on ordinary time wages the employee would have received had they worked during the notice period including allowances, loadings and penalties and any other amounts payable under the employment contract.

Where Council property has not been returned upon request by the Supervisor or Manager, Council retains the right to withhold monies from the final payment until such property is returned in a good condition.

9.2 Termination by Council

Termination of employment may be initiated by Council because of situations not limited to misconduct, performance, inability to perform the inherent requirements of the role, during probation or because a position becomes redundant.

When Council terminates an employee (except for casual employees), the relevant notice period identified above will be given or payment will be made in lieu of the full or part period of notice.

In addition to the above periods of notice, any employee over 45 years of age at the time of the notice being given notice with not less than 2 years continuous service is entitled to an additional week's notice.

The amount of notice given to a person on a traineeship or apprenticeship may be determined by the agreement that has been signed by both parties, or as required by the relevant legislation.

Casual employees are subject to termination at any time without notice, provided that payment of the minimum engagement period is made on the date of termination, and subject to the following:

- Where a casual employee has worked in a continuous, regular and systematic basis for a period of 12 months or longer, and has a reasonable expectation of ongoing employment, it will be taken into consideration whether a period of notice of termination by Council is applicable or not.

Council is not required to provide notice of termination as a result of serious misconduct leading to summary dismissal.

The period of notice in this clause does not apply to:

- a) cases of serious misconduct justifying summary dismissal; or
- b) to employees engaged for a specific period of time or for a specific task or tasks, including apprentices and trainees covered by a training contract for a specified term; or
- c) to casual employees.

9.3 Officers' Award termination provisions relating to fixed term Employment

Under the Officers' Award, a fixed term contract can be terminated in accordance with the termination provisions of the Award by the employer only in the following circumstances:

- By written agreement with the employee; or
- In the event of "incapacity" which prevents the employee from performing his/her duties;
- without notice in the event of misconduct; or
- By providing the officer six (6) months pay in lieu of notice or the pay due to the employee for the balance of the contract whichever is the lesser amount.
- In the above instance, both parties may agree in writing that the six months (or balance of contract) may be worked in whole or in part by the employee.

For Officer Award employees, fixed term employment can be terminated by the employee by providing four (4) weeks notice, or a lesser period may be agreed by both parties, as with all other fixed term employees.

9.4 Redundancy

All attempts will be made to avoid redundancies and all reasonable alternatives will be considered prior to redundancy. However, in the unfortunate situation where the need for redundancy is identified, Council is committed to ensuring that any employee without a position as a result of redundancy will be provided with a competitive severance package and support.

Redundancy occurs when an employer decides that the employer no longer wishes the job the officer has been doing to be done by anyone and this is not due to the ordinary or customary turnover of labour.

Employees on fixed term contracts are not entitled to access redundancy provisions.

9.4.1 Process for Redundancy

The Council will, within a three (3) month period:

Make every reasonable attempt to redeploy or appoint the employee to an alternative suitable position;
Provide appropriate training in accordance with this agreement to assist the employee to carry out the duties of a redeployed or appointed position; or

If redeployment or appointment to a position is not practicable, make a written offer of the involuntary retrenchment package to the employee concerned.

Counselling through Council's Employee Assistance Program may be provided to affected employees or to their work colleagues as deemed necessary.

9.4.2 Period of Notice

A minimum of eight (8) weeks notice shall be given to employees for involuntary redundancies, regardless of years of service.

Where redundancy is to occur, the employee will be provided with a letter confirming the conditions, a final payment document, statement of service and a settlement agreement to be signed by the employee.

During the period of notice, the employee will be kept informed of any suitable vacant positions to be advertised. The employee also shares the responsibility of identifying other suitable vacancies and seeking advice from their Manager or Human Resources about such roles.

9.4.3 Discussions before Redundancy

Where the Council has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and the decision may lead to termination of employment, Council shall hold discussions with the employees directly affected and, if they request, their relevant union representative.

The discussions shall take place as soon as practicable after the Council has made the decision, and discussions will include the reasons for the proposed terminations, any reasonable and practicable measures considered to avoid or minimize the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

For the purposes of the discussion the Council shall, as soon as practicable provide in writing to the employees concerned and, if they request, their relevant union representative all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out, provided that Council shall not be required to disclose confidential information, the disclosure of which would be harmful to Council's interests.

9.4.4 Redeployment

Council would ideally like to retain its employees and therefore would prefer the outcome of any redundancy situation to be redeployment to another suitable role. Council will consider any other roles of interest to the employee as a redeployment option, including their suitability to the role and any retraining required.

The employee will be offered or advised of any suitable redeployment options and it is the responsibility of the employee to advise their Manager of their interest within the timeframe provided.

Where the employee has not identified or been appointed to a suitable redeployment option within the notice period, their position will become redundant at the end of the notice period.

Where the employee accepts redeployment to a suitable alternate position at Council, the employee is not entitled to receive compensation for redundancy.

9.4.5 Transfer to other duties

Where an employee is transferred to lower paid duties through redeployment, the employee is entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and Council, at its discretion, may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates of the number of weeks of notice still owing.

9.4.6 Effective Retraining

Where an employee is transferred to, or offered a position in a different role requiring the application of different skills, knowledge and abilities, Council agrees to provide effective skills development and retraining to facilitate the immediate or ultimate appointment to the position offered.

9.4.7 Time off work during the notice period

During the period of notice of termination given by Council, an employee is allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

The employee is required to provide as much notice as possible to their Supervisor/Manager of the intended appointment time.

Once the employee has used more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she may not receive payment for time absent.

9.4.8 Severance Pay

If, by the end of the notice period, a redeployment option has not been taken, severance payments will apply to eligible employees.

An employee whose employment is terminated is entitled to the amount of severance pay outlined in Schedule A. The payment shall be equal to the employee's current ordinary rate of pay, for each year of continuous service with

Hinchinbrook Shire Council. A pro-rata amount shall be paid for each incomplete year of continuous service up to the final date of employment.

Payments made to "eligible casuals" as defined under the Officers Award will be pro-rated according to the average hours worked over the period of continuous service.

The Council, subject to its approval, on an employee by employee basis, may be prepared to make an offer of voluntary redundancy to other employees of Council not subject to involuntary redundancy.

Payments in respect to voluntary redundancies shall be the greater of \$6500 or eight (8) weeks pay, in addition to the severance pay rates established in the table below for involuntary redundancies. An employee who is offered voluntary redundancy must accept the offer within two (2) weeks of the offer being made, otherwise the offer will lapse.

9.4.9 Involuntary Severance Pay Table

YEARS OF CONTINUOUS SERVICE	SEVERANCE PAY
(completed)	(weeks pay*)
Less than 1 year	2
1 year and up to 2 years	4
2 years and up to 3 years	6
3 years and up to 4 years	8
4 years and up to 5 years	10
5 years and up to 10 years	10 + [1.75 (yrs of service - 5)]
10 years and up to 15 years	18.75 + [1.5 (yrs of service - 10)]
15 years and up to 20 years	26.25 + [1.25 (yrs of service - 15)]
20 years and over	32.5 + [1 (yrs of service - 20)]

For example, if an employee has 6.5 years continuous service, severance payment = 10 + [1.75 (6.5-5) weeks pay] = 12.625 weeks pay. "Weeks pay," means the ordinary time rate of pay for the officer concerned.

In addition, any accrued annual leave, annual leave loading and long service leave is paid in accordance with legislation.

9.4.10 Taxation

Bona fide redundancies will be taxed in accordance with relevant legislation. Employees are responsible for their personal taxation circumstances and are encouraged to seek independent financial advice in relation to any finalisation of employment payment.

9.4.11 Employee Leaving During the Notice Period

An employee whose employment is terminated for reasons set out in clause 9.4 hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer respondent until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

9.4.12 Alternative Employment

Council, in a particular redundancy situation, may make application to the Commission to have the general severance pay prescription varied if Council sources acceptable alternative employment for the employee.

Notwithstanding the provisions of the paragraph above where an employee whose position is no longer required in accordance with this clause, finds or is found suitable employment with another Local Government or Other Authority, prior to termination, the officer shall be ineligible for payment of severance pay.

9.4.13 Recognition of Prior Service

For the purpose of calculating 'years of continuous service' to be applied in the calculation of severance payment, years of service will be taken to be that amount applicable in determining the employee's Long Service Leave entitlements. This arrangement then includes immediate prior service with other Queensland Local Governments.

9.4.14 Exemption from Redundancy

Redundancy provisions shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or in the case of casual employees, apprentices, temporaries or employees engaged for a specific period of time or for a specified task or tasks.

10 Salary Schedules

Schedule A) Queensland Local Government Officers Award 1998 – General Salary Scale

Level	From 15 th August 2012	Casual 25% Hourly	Casual 31% Hourly	From 1 st July 2013 (or nearest pay period after)	Casual 25% Hourly	Casual 31% Hourly	From 1st July 2014 (or nearest pay period after)	Casual 25% Hourly	Casual 31% Hourly
Level 1A	42075	27.90	29.24	43632	28.93	30.32	45246	30.00	31.44
Level 1B	42859	28.42	29.79	44445	29.47	30.89	46089	30.56	32.03
Level 1C	43953	29.15	30.55	45579	30.22	31.68	47265	31.34	32.85
Level 1D	45126	29.92	31.36	46796	31.03	32.52	48527	32.18	33.72
Level 1E	46301	30.70	32.18	48014	31.84	33.37	49791	33.02	34.60
Level 1F	47490	31.49	33.00	49247	32.66	34.22	51069	33.87	35.49
Level 2A	48714	32.30	33.85	50516	33.50	35.11	52385	34.74	36.41
Level 2B	49923	33.11	34.69	51770	34.33	35.98	53685	35.60	37.31
Level 2C	51131	33.91	35.53	53023	35.16	36.85	54985	36.46	38.21
Level 2D	52363	34.72	36.39	54300	36.01	37.74	56309	37.34	39.13
Level 3A	53663	35.59	37.29	55649	36.90	38.67	57708	38.27	40.10
Level 3B	55009	36.48	38.23	57044	37.83	39.64	59155	39.23	41.11
Level 3C	56359	37.37	39.17	58444	38.76	40.62	60606	40.19	42.12
Level 3D	57707	38.27	40.10	59842	39.68	41.59	62056	41.15	43.13
Level 4A	59059	39.16	41.04	61244	40.61	42.56	63510	42.12	44.14
Level 4B	60427	40.07	41.99	62663	41.55	43.55	64982	43.09	45.16
Level 4C	61839	41.01	42.98	64127	42.52	44.57	66500	44.10	46.21
Level 4D	63250	41.94	43.96	65590	43.49	45.58	68017	45.10	47.27
Level 5A	64659	42.88	44.94	67051	44.46	46.60	69532	46.11	48.32
Level 5B	66070	43.81	45.92	68515	45.43	47.62	71050	47.12	49.38
Level 5C	67480	44.75	46.90	69977	46.40	48.63	72566	48.12	50.43
Level 6A	69831	46.31	48.53	72415	48.02	50.33	75094	49.80	52.19
Level 6B	72182	47.87	50.16	74853	49.64	52.02	77623	51.47	53.94
Level 6C	74532	49.42	51.80	77290	51.25	53.71	80150	53.15	55.70
Level 7A	76884	50.98	53.43	79729	52.87	55.41	82679	54.83	57.46
Level 7B	79234	52.54	55.06	82166	54.49	57.10	85206	56.50	59.21
Level 7C	81586	54.10	56.70	84605	56.10	58.80	87735	58.18	60.97
Level 8A	84405	55.97	58.66	87528	58.04	60.83	90767	60.19	63.08
Level 8B	87228	57.84	60.62	90455	59.98	62.86	93802	62.20	65.19
Level 8C	90047	59.71	62.58	93379	61.92	64.89	96834	64.21	67.30
Level 8D	92697	61.47	64.42	96127	63.74	66.80	99684	66.10	69.28
Level 8E	95341	63.22	66.26	98869	65.56	68.71	102527	67.99	71.25

Supervisors Supervising State Award Employees

In accordance with clause 8.7, for Officer Award Supervisors employed who oversee State Award employees, they work 76 hours per fortnight and receive an additional \$52.40 per fortnight (current as at 15th August 2012) construction allowance.

Note: The above rates for 2014 will not apply in the instance that CPI is greater than the increases outlined in Clause 8.2 of this document.

Schedule B) Queensland Local Government Officers Award 1998 – Junior Salary Scale

Description	From 15 th August 2012	Casual 25% Hourly	Casual 31% Hourly	From 1 st July 2013 (or nearest pay period after)	Casual 25% Hourly	Casual 31% Hourly	From 1st July 2014 (or nearest pay period after)	Casual 25% Hourly	Casual 31% Hourly
Level 1A <17 Years	23141	15.35	16.09	23998	15.91	16.68	24885	16.50	17.29
Level 1A 17 Years	25245	16.74	17.54	26179	17.36	18.20	27148	18.00	18.86
Level 1A 18 Years	29453	19.53	20.46	30542	20.25	21.22	31672	21.00	22.01
Level 1A 19 Years	33660	22.33	23.40	34906	23.15	24.26	36197	24.00	25.15
Level 1A 20 Years	37868	25.11	26.32	39269	26.04	27.29	40721	27.00	28.30
Level 1B <17 Years	23572	15.64	16.39	24445	16.21	16.99	25349	16.81	17.62
Level 1B 17 Years	25715	17.05	17.87	26667	17.69	18.54	27653	18.34	19.22
Level 1B 18 Years	30001	19.90	20.86	31112	20.64	21.63	32262	21.40	22.43
Level 1B 19 Years	34287	22.74	23.83	35556	23.58	24.71	36871	24.45	25.62
Level 1B 20 Years	38573	25.58	26.80	40001	26.53	27.80	41480	27.51	28.83
Level 1C <17 Years	24174	16.03	16.79	25068	16.63	17.42	25996	17.24	18.06
Level 1C 17 Years	26372	17.49	18.33	27347	18.14	19.01	28359	18.80	19.70
Level 1C 18 Years	30767	20.40	21.38	31905	21.16	22.18	33086	21.94	22.99
Level 1C 19 Years	35162	23.31	24.43	36463	24.18	25.34	37812	25.08	26.28
Level 1C 20 Years	39558	26.24	27.50	41021	27.20	28.51	42539	28.21	29.57
Level 1D <17 Years	24819	16.46	17.25	25738	17.06	17.88	26690	17.70	18.55
Level 1D 17 Years	27076	17.95	18.81	28078	18.63	19.52	29116	19.31	20.24
Level 1D 18 Years	31588	20.95	21.96	32757	21.73	22.77	33969	22.53	23.61
Level 1D 19 Years	36101	23.94	25.09	37437	24.83	26.02	38822	25.75	26.99
Level 1D 20 Years	40613	26.94	28.23	42116	27.93	29.27	43674	28.96	30.35
Level 1E <17 Years	25466	16.89	17.70	26408	17.51	18.35	27385	18.16	19.03
Level 1E 17 Years	27781	18.43	19.31	28808	19.10	20.02	29875	19.81	20.76
Level 1E 18 Years	32411	21.49	22.52	33610	22.29	23.36	34854	23.11	24.22
Level 1E 19 Years	37041	24.56	25.74	38411	25.48	26.70	39833	26.41	27.68
Level 1E 20 Years	41671	27.64	28.96	43213	28.65	30.03	44812	29.71	31.14
Level 1F <17 Years	26120	17.33	18.16	27086	17.96	18.82	28088	18.63	19.52
Level 1F 17 Years	28494	18.90	19.81	29548	19.60	20.54	30641	20.33	21.30
Level 1F 18 Years	33243	22.05	23.11	34473	22.86	23.96	35748	23.70	24.84
Level 1F 19 Years	37992	25.19	26.40	39398	26.13	27.38	40855	27.09	28.39
Level 1F 20 Years	42741	28.34	29.70	44322	29.39	30.80	45962	30.48	31.94

Note: The above rates for 2014 will not apply in the instance that CPI is greater than the increases outlined in Clause 8.2 of this document.

Schedule C) Queensland Local Government Officers Award 1998 - Executive Salary Scale

	From 15 th August 2012				From 1 st July 2013 or nearest pay period				From 1 st July 2014 or nearest pay period			
	A	E	D	H	A	E	D	H	A	E	D	H
8C	189253	185588	147225	118877	196255	192455	152672	123275	203516	199576	158321	127836
8B	185498	181904	144315	116528	192361	188634	149655	120840	199478	195613	155192	125311
8A	181743	178220	141403	114186	188467	184814	146635	118411	195440	191652	152060	122792
7C	177986	174536	138488	111843	184571	180994	143612	115981	191400	187691	148926	120272
7B	174231	170853	135573	109501	180678	177175	140589	113553	187363	183730	145791	117754
7A	170472	167167	132660	107154	176779	173352	137568	111119	183320	179766	142658	115230
6C	166714	163487	129752	104813	172882	169536	134553	108691	179279	175809	139531	112713
6B	162957	159804	126836	102466	168986	165717	131529	106257	175238	171849	136396	110189
6A	159200	156119	123923	100123	165090	161895	128508	103828	171198	167885	133263	107670
5C	155444	152437	121008	97779	161195	158077	125485	101397	167159	163926	130128	105149
5B	151688	148754	118100	95433	157300	154258	122470	98964	163120	159966	127001	102626
5A	147929	145073	115184	93091	153402	150441	119446	96535	159078	156007	123866	100107
4C	144173	141387	112269		149507	146618	116423		155039	152043	120731	
4B	140417	137704	109354		145612	142799	113400		151000	148083	117596	
4A	136660	134021	106444		141716	138980	110382		146959	144122	114466	
3C	132904	130337	103528		137821	135159	107359		142920	140160	111331	
3B	129144	126656	100615		133922	131342	104338		138877	136202	108199	
3A	125385	122972	97703		130024	127522	101318		134835	132240	105067	
2C	121630	119289	94794		126130	123703	98301		130797	128280	101938	
2B	117875	115607	91878		122236	119884	95277		126759	124320	98802	
2A	114118	111920	88964		118340	116061	92256		122719	120355	95669	
1C	110360	108236	86054		114443	112241	89238		118677	116394	92540	
1B	106603	104555	83142		110547	108424	86218		114637	112436	89408	
1A	102846	100871	80227		106651	104603	83195		110597	108473	86273	

Legend

A applies to Chief Administration Officer

E applies to Director of Engineering

D applies to Deputy Chief Administration Officer/Deputy Director of Engineering

H applies to Department Head

Note: The above rates for 2014 will not apply in the instance that CPI is greater than the increases outlined in Clause 8.2 of this document.

Schedule D) Local Government Employees' (excl BCC) Award State 2003

Description	From 15 th August 2012	Fortnight	Casual 23% Hourly	From 1 st July 2013 (or nearest pay period after)	Fortnight	Casual 23% Hourly	From 1 st July 2014 (or nearest pay period after)	Fortnight	Casual 23% Hourly
Level 1 (first 6 mths)	38055	1463.65	23.69	39463	1517.81	24.56	40923	1573.97	25.47
Level 1 (after 6 mths)	39504	1519.40	24.59	40966	1575.62	25.50	42482	1633.92	26.44
Level 2	40330	1551.15	25.10	41822	1608.54	26.03	43370	1668.06	27.00
Level 3	41155	1582.90	25.62	42678	1641.47	26.57	44257	1702.20	27.55
Level 4	41988	1614.93	26.14	43542	1674.68	27.10	45153	1736.64	28.11
Level 5	42813	1646.67	26.65	44398	1707.60	27.64	46040	1770.78	28.66
Level 6	44473	1710.49	27.68	46118	1773.78	28.71	47825	1839.41	29.77
Level 7	46131	1774.25	28.71	47837	1839.90	29.78	49607	1907.98	30.88
Level 8	47839	1839.95	29.78	49609	1908.03	30.88	51444	1978.63	32.02
Level 9	49539	1905.35	30.84	51372	1975.85	31.98	53273	2048.96	33.16

Legend

D means Divisional & District Allowance as described in the Award. This allowance is paid to all positions under this Award. This allowance is \$2.10 per fortnight (as at 15th August 2012).

C means Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowance as described and applied in the Award. This allowance is paid to all positions under this Award, unless such positions receive Live Sewer and the Warrens Hill Waste Facility Mechanical Plant Repair Allowance. This allowance is \$52.40 per fortnight (as at 15th August 2012)

Leading Hand is paid in accordance with the terms of the Award. This allowance is \$49.00 per fortnight (as at 15th August 2012).

Note: The above rates for 2014 will not apply in the instance that CPI is greater than the increases outlined in Clause 8.2 of this document.

Schedule E) Engineering State Award 2002

Description	From 15 th August 2012	Fortnight	From 1 st July 2013 (or nearest pay period after)	Fortnight	From 1 st July 2014 (or nearest pay period after)	Fortnight	Trade %
C14 (Relativity to C10 -100%)	33823	1300.88	35074	1349.00	36372	1398.92	79%
C13 (Relativity to C10 -100%)	35107	1350.27	36406	1400.23	37753	1452.04	82%
C12 (Relativity to C10 -100%)	37419	1439.19	38804	1492.46	40240	1547.69	87.4%
C11 (Relativity to C10 -100%)	39559	1521.50	41023	1577.81	42541	1636.19	92.4%
C10 (Relativity to C10 -100%)	42814	1646.69	44398	1707.62	46041	1770.81	100%
C9 (Relativity to C10 – 100%)	44954	1729.00	46617	1792.96	48342	1859.31	105%
C8 (Relativity to C10 – 100%)	47094	1811.31	48836	1878.31	50643	1947.81	110%
C7 (Relativity to C10 – 100%)	49236	1893.69	51058	1963.77	52947	2036.42	115%
C6 (Relativity to C10 – 100%)	53517	2058.35	55497	2134.50	57550	2213.46	125%
C5 (Relativity to C10 – 100%)	55657	2140.65	57716	2219.85	59851	2301.96	130%
C4 (Relativity to C10 – 100%)	57799	2223.04	59938	2305.31	62156	2390.62	135%
C3 (Relativity to C10 – 100%)	62079	2387.65	64376	2476.00	66758	2567.62	145%
C2 A (Relativity to C10 – 100%)	64221	2470.04	66597	2561.42	69061	2656.19	150%
C2 B (Relativity to C10 – 100%)	68502	2634.69	71037	2732.19	73665	2833.27	160%

Legend

D means Divisional & District Allowance as described in the Award. This allowance is paid to all positions under this Award. This allowance is \$2.10 per fortnight (as at 15th August 2012).

C means Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowance as described in the Award. This allowance is paid to all positions under this Award unless the Warrens Hill Waste Facility Mechanical Plant Repair Allowance is received. This allowance is \$52.40 per fortnight (as at 15th August 2012).

Leading Hand Allowance is paid under the terms of the Award. This allowance is \$62.70 per fortnight (as at 15th August 2012).

Note: The above rates for 2014 will not apply in the instance that CPI is greater than the increases outlined in Clause 8.2 of this document.

Schedule F) Building Trades Public Sector Award State 2002

Classification Level	From 15 th August 2012	Fortnight	From 1 st July 2013 (or nearest pay period after)	Fortnight	From 1 st July 2014 (or nearest pay period after)	Fortnight
BT1 Plumber/Carpenter 100%	42814	1646.69	44398	1707.62	46041	1770.81
BT2 Plumber/Carpenter 105%	44954	1729.00	46617	1792.97	48342	1859.31
BT3 Plumber/Carpenter 110%	47095	1811.35	48838	1878.39	50645	1947.89

Schedule G) Apprentice Plumber Salary Scales

Classification Level	From 15 th August 2012	Fortnight	From 1 st July 2013 (or nearest pay period after)	Fortnight	From 1 st July 2014 (or nearest pay period after)	Fortnight	% of Trades men
APL1 Apprentice Plumber 1 st Year	17126	658.68	17759	683.04	18416	708.31	40%
APL2 Apprentice Plumber 2 nd Year	23548	905.68	24419	939.20	25322	973.93	55%
APL3 Apprentice Plumber 3 rd Year	32111	1235.02	33298	1280.70	34530	1328.08	75%
APL4 Apprentice Plumber 4 th Year	38533	1482.02	39958	1536.85	41437	1593.73	90%

Legend

D means Divisional & District Allowance as described in the Award. This allowance is paid to all positions under this Award. This allowance is \$2.20 per fortnight (as at 15th August 2012).

C means Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowance as described in the Award. This allowance is paid to all positions under this Award unless paid Live Sewer Allowance. This allowance is \$53.40 per fortnight (as at 15th August 2012).

Note: The above rates for 2014 will not apply in the instance that CPI is greater than the increases outlined in Clause 8.2 of this document.

11 SIGNATORIES

Signed for and on behalf of **Hinchinbrook Shire Council**Rodger Bow
In the presence ofBelinda Edwards

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland.....William Ludwig
In the presence of:Stacey Lee Schinnerl

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland.....Michael Ravbar
In the presence of:Siobhan Doegan

Signed for and on behalf of The Association of Professional Engineers,
Scientists and Managers, Australia, Queensland Branch, Union of EmployeesMichelle Rae
In the presence of:Melissa Webster

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, QueenslandRohan Webb
In the presence of:Ann-Maree Allan

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees.....Bradley O'Carroll
In the presence of:Keren Roberts

Signed for and on behalf of the Federated Engine Drivers' and Firemens'
Association of Queensland, Union of Employees.....Michael Ravbar
In the presence of:Siobhan Doogan

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