
QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Western Downs Regional Council Enterprise Bargaining Certified Agreement - Internal 2012
CA/2013/21**

COMMISSIONER KNIGHT

26 March 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 22 March 2013 the Commission certifies the following written agreement:

*Western Downs Regional Council Enterprise Bargaining Certified Agreement - Internal 2012
(CA/2013/21)*

made between:

- Western Downs Regional Council
- The Queensland Services Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland

The agreement was certified by the Commission on 22 March 2013 and shall operate from 22 March 2013 until its nominal expiry on 13 February 2016.

This agreement shall replace the *Dalby Regional Council (Internal) Enterprise Bargaining Certified Agreement 2008 (CA/2009/69)* which shall cease to apply from the date of the certification of this agreement.

By the Commission.

M.L. KNIGHT
Commissioner

WESTERN DOWNS REGIONAL COUNCIL

ENTERPRISE BARGAINING CERTIFIED AGREEMENT – INTERNAL 2012

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1. Title

This Certified Agreement shall be known as the Western Downs Regional Council Enterprise Bargaining Certified Agreement - Internal 2012.

2. Application and Parties Bound

2.1 The Western Downs Regional Council Enterprise Bargaining Certified Agreement (Certified Agreement) shall apply to the Council, and its employees and/or any Unions party to this agreement.

2.2 Parties Bound

The parties to the Agreement shall be:

- (i) Western Downs Regional Council; and the
- (ii) QSU - Queensland Services Industrial Union of Employees
- (iii) AWU - The Australian Workers' Union of Employees, Queensland

3. Period of Operation and Renegotiation of Agreement

3.1 This Certified Agreement shall operate, in accordance with its terms, from the 14 February 2013 and shall have a nominal expiry date of 13 February 2016.

3.2 Negotiations for a new agreement will commence six (6) months prior to the expiry date of this agreement.

4. Relationship to Parent Awards

4.1 The Certified Agreement shall be read and interpreted wholly in conjunction with the *Queensland Local Government Officers Award 1998*, provided that where there is any inconsistency between this Certified Agreement and the Award, the provisions of this Certified Agreement shall take precedence.

5. Single Bargaining Unit

5.1 A Single Bargaining Unit (SBU) comprising of the delegates and official of the Unions representing employees of council and including Unions which are parties to this Certified Agreement is recognised by the Council.

6. Enterprise Bargaining Team

6.1 The Single Bargaining Unit (SBU) representatives and Council management representatives will form the Enterprise Bargaining Team which has negotiated this Certified Agreement. The Enterprise Bargaining team may meet on an as need basis through the life of the Certified Agreement to discuss issues pertaining to the monitoring and implementation of the Certified Agreement.

7. No Extra Claims

7.1 The parties to this Agreement agree that during the life of this Agreement, excluding variations to or replacement of the Queensland Local Government Officers' Award 1998 that were formally lodged with the Queensland Industrial Relations Commission prior to the

certification of the Certified Agreement, there shall be no further extra claims during the life of this Agreement.

8. Objectives to the Agreement

- 8.1 The Certified Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly, it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:
- 8.1.1 Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
 - 8.1.2 Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
 - 8.1.3 Promote a harmonious and productive work environment through ongoing cooperation and consultation.
 - 8.1.4 Commit to maintaining a healthy and safe work environment.
 - 8.1.5 Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
 - 8.1.6 Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
 - 8.1.7 The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

9. Dispute/Grievance Settlement Procedure

- 9.1 Effective communication between staff and management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.
- 9.1.1 Any employee or employees with a genuine grievance or complaint regarding any aspect of the employment of such employee/s shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
 - 9.1.2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to notify the duly authorised Union official.
 - 9.1.3 Should the grievance still be unresolved, the matter should then be referred to the Chief Executive Officer and a duly authorised Union official who shall attempt to facilitate a resolution.
 - 9.1.4 If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission.
 - 9.1.5 While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
 - 9.1.6 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
 - 9.1.7 The above procedures do not restrict Western Downs Regional Council or an authorised representative or duly authorised official of the Union from making representations to each other.

10. Annual Wage Increase

10.1 The annual wage increases for the classifications contained in Schedule B will be as follows:

- 3.4% or \$35 per week, whichever is greater, operative from the first pay period to commence on or after 14 February 2013; and

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- 3.4% or \$35 per week, whichever is greater, operative from the first pay period to commence on or after 14 February 2014; and
 - 3.4% or \$35 per week, whichever is greater, operative from the first pay period to commence on or after 14 February 2015.

11. Allowances

- 11.1 The allowances contained in Schedule C shall be increased by 3.5% per annum, unless otherwise prescribed.
- 11.2 Unless the Allowance is prescribed in Schedule C it shall not apply.

12. Working Hours

- 12.1 Subject to Clause 13, the ordinary hours of work shall be 36.25 hours per week and shall be worked between 6:00am and 6:00pm.
- 12.2 By mutual agreement between an employee and the Manager, the spread of ordinary hours can be varied to suit individual circumstances such as working from home, without penalties applying.

13. Rostered Day Off (RDO)

- 13.1 The employees covered by this Certified Agreement will work a nine (9) day fortnight cycle, with the option to work a nineteen (19) day four-week cycle, by mutual agreement, to be paid at ordinary time rates in accordance with one (1) of the following arrangements:
- Nine (9) Day fortnight cycle - 8.06 ordinary hours per day; or
 - Nineteen (19) Day four-week cycle - 8.06 ordinary hours per day; or
 - Nine (9) Day fortnight cycle - 38 ordinary hour week in accordance with Clause 13.1.2 of the Award - 8.5 ordinary hours on eight (8) days and eight (8) ordinary hours on one (1) day.
- 13.2 At the commencement of each six month period of this agreement, an officer may elect to work a 19 day month, provided that once an Officer agrees to work under this arrangement the Officer will not be permitted to return to the working hours as provided for within the present nine day fortnight system of working hours until the expiration of each fully completed six month period of the Certified Agreement. Commencement dates for the six monthly periods shall be the first full pay period to commence on or after 1st January and 1st July each year.
- 13.3 The above arrangement will continue unless varied by mutual agreement when an employee commences work in a different position and/or if they are promoted to a new position.
- 13.4 The provision of an RDO is on the understanding that Officers consider operational requirements (eg staff on Annual Leave, Sick Leave etc) when taking their scheduled RDOs.

14. Payment for Short Notice when Working RDO's

- 14.1 If a staff member requests to work on a scheduled RDO, the officer may elect to be paid at ordinary time rates for that day or bank the RDO.
- 14.2 If a staff member is directed to work on a scheduled RDO without being given notice of one (1) clear business day, the officer may elect to be paid on the next pay day at overtime rates in accordance with provisions of the relevant Award or bank the RDO.

15. Payout of Accumulated TOIL & RDO Amounts

- 15.1 In the last pay period ending in November of each year, Council will make an annual payout at ordinary time rates of accumulated balances of combined TOIL and RDO accruals in excess of three (3) days, except as following:

15.1.1 Where an employee has previously applied for leave containing the excess accumulated TOIL and RDO balance, such leave will be taken within six (6) months of payout date. If the leave is cancelled by the employee and is not taken within this time period the balance shall be paid out at ordinary time rates; and

15.1.2 Where an employee has applied for accumulated TOIL leave and such leave application has been refused by Council, such TOIL balance will, by mutual agreement, be either paid out at the applicable time and half rate in the first full pay period following the refusal or taken at another time subject to the provisions of the above clause.

16. Part-time Employment

16.1 All provisions for part-time employees are as per the Award except for the following conditions:

16.1.1 A part-time employee who initiates a request to work in excess of the ordinary daily or weekly hours prescribed in the contract of employment shall be paid ordinary time rates or at the employee's election, banked as TOIL.

17. Casual Conversion

17.1 A casual employee who has been engaged for a minimum of twelve (12) months service has a right to elect to have their employment converted to full time or part-time employment (according to the pattern of ordinary time worked) if it could be reasonably expected that their employment is to continue.

18. Meal Breaks/Rest Breaks

18.1 An employee who works for more than five (5) ordinary hours is entitled to an unpaid meal break, of not less than thirty (30) minutes and no more than one (1) hour to be taken between 3.5 to 6 hours from commencement of work.

Rest Breaks

18.2 Where an employee is rostered to work 7.25 hours or more on any one day, one rest break of twenty minutes is to be taken in the morning or by mutual agreement.

18.2.1 A casual or part time employee shall be entitled to a rest break of ten (10) minutes if they are rostered to work four (4) hours or more and an additional ten (10) minute rest break if rostered to work 7.25 hours or more.

19. Supervisors/Technical Officers Additional Payment

19.1 Supervisors/Technical Officers who are required to work a thirty-eight hour week whilst supervising or generating design work for workers covered by awards of the Queensland Industrial Relations Commission will be paid 1.75 hours per week over and above the standard 36.25 hours at ordinary rates. In relation to Technical Officers, this clause is to be implemented at the discretion of the Chief Executive Officer.

19.2 In addition, to the allowances payable under the *Queensland Local Government Officers' Award 1998*, a Supervisor or Technical Officers will be entitled to receive the following allowances, if applicable, as outlined in Schedule C of this Agreement:

- Construction Workers Allowance
- Camp Allowance
- Tool Allowance
- On Call Allowance

20. Annualised Salary

20.1 By mutual agreement, employees may enter into an agreement with Council to be paid at a yearly rate of pay to be paid pro-rata each fortnight with such yearly rate being based on an agreed number of overtime hours for the year factored into the rate and any unplanned overtime hours to be paid in addition. It is recommended that staff seek relevant Union/industrial advice prior to entering into any agreement.

20.2 A review will be conducted annually in relation to the operation of this clause.

21. Overtime Variation

21.1 By mutual agreement, an employee may work overtime. The employee may elect to be compensated in either of the following ways:

21.1.1 by payment on the next pay day at overtime rates in accordance with provisions of the relevant Award; or

21.1.2 by the taking of TOIL on an 'equal time off for equal hours worked' basis.

21.2 Officers on Level 6, or above, of the *Queensland Local Government Officers' Award 1998* shall be compensated for overtime worked by payment on the next pay day of overtime rates unless it is mutually agreed that clause 21.1.2 shall apply.

22. Multi-Skilling, Training and Development

22.1 The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required.

Accordingly, Council commits itself to:

- Developing a more highly skilled and flexible workforce; and
- Providing employees with career opportunities through appropriate training; and,
- Such training shall be structured and wherever possible nationally accredited.

22.2 Council will instigate a training and development program in consultation with its employees within the annual allocation set in Council's budget to ensure the current and future needs of the Council.

22.3 Where possible, training and skill development is to be carried out in normal working hours.

22.4 The parties agree that ordinary time will be paid to those employees unless otherwise specified who agree to attend a Council approved course of training, retraining or work related conference/seminar outside normal hours of work.

22.5 Council will organise transport or reimbursement of travel costs associated with Council sponsored training events. Duration of training is deemed to include reasonable travel time to and from the venue.

22.6 An employee undertaking travel outside of their ordinary hours of work to attend a training session shall be paid for such travel at the employee's ordinary rate of pay for the time travelled.

22.7 In regard to training courses, Council will pay for accommodation costs should the training (inclusive of travel time) exceed ten (10) hours.

22.8 Completion of training courses will be acknowledged upon receipt of written certification of completion.

23. Maternity Payment

23.1 In addition to the Award provisions, Council will provide payment to employees (other than casuals) who are on maternity leave on the following basis:

23.1.1 Two (2) weeks paid maternity leave after completing a minimum of two years continuous service with Western Downs Regional Council;

23.1.2 Four (4) weeks paid maternity leave after completing a minimum of four years continuous service with Western Downs Regional Council;

23.1.3 Six (6) weeks paid maternity leave after completing a minimum of six years continuous service with Western Downs Regional Council.

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- 23.2 Continuous service is defined to include tenure with previous Councils and Boards amalgamated within the Western Downs Regional Council area.
- 23.3 Payment of said leave shall be calculated at the ordinary rate of pay and may be taken either as full pay or at half pay and paid maternity leave is to be pro-rata for part-time employees. An employee will accrue leave whilst receiving payment for maternity leave in accordance with Clause 23.1.
- 23.4 The total period of maternity leave available to an employee on any one occasion shall be 52 weeks, which is inclusive of the above periods of leave.

24. *Uncapped Accrual of Personal Leave*

- 24.1 In accordance with the provisions of clause 24 of the *Queensland Local Government Officers' Award 1998* personal leave will accumulate uncapped during the tenure of Council employment.

25. *Bereavement Leave*

- 25.1 Employees may be granted bereavement leave on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below:
- 25.1.1 Four Days - wife, husband, de facto wife, de facto husband, fiancé, mother, father, son, daughter, brother, sister, step-brother, step-sister, step-father, step-mother, step-child, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandson, grand-daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-sister, half-brother, first aunt, first uncle, same sex de facto partner.
- 25.2 This shall be subject to the production of satisfactory evidence of death to Council or the completion of a statutory declaration under the provisions of the *Oaths Act* if required.
- 25.3 Employees may also be granted a maximum of two (2) ordinary hours time off in other special circumstances to attend a funeral service without loss of payment with prior approval from the employee's immediate supervisor.
- 25.4 Other leave entitlements, other than sick leave, may be used for the provision of additional Bereavement Leave.

26. *Payout of Annual Leave*

- 26.1 Where an employee makes a request to have a part of their annual leave entitlement paid out, the following provisions shall apply:
- 26.1.1 The minimum payout shall be two (2) weeks;
- 26.1.2 The payout of annual leave shall include annual leave loading of 17.5%;
- Example: If an employee was paid out four (4) weeks at \$500 per week, the employee will be entitled to be paid \$2000 plus 17.5% loading giving a total of payout of \$2,350.*
- 26.1.3 The remaining employee annual leave balance as a result of the payout shall be no less than eight (8) weeks; and
- 26.1.4 An employee may make one (1) application for the payout of annual leave per financial year.

27. *Redundancy Provisions*

- 27.1 Redundancy will be as per the Award with the exception of the following:

27.1.1 Two (2) weeks pay per year of service uncapped with a minimum of five (5) weeks payment.

28. Salary Sacrifice

- 28.1 Salary Sacrifice will be available to all employees through Councils preferred supplier, in accordance with provisions set out by the Australian Taxation Office.
- 28.2 The opportunity to investigate Salary Sacrifice options will be offered on the proviso that it is financially advantageous to the Employee and at no cost to the Western Downs Regional Council. Western Downs Regional Council recommends that an employee seek qualified/bona-fide financial advice before taking up salary sacrificing provisions. Western Downs Regional Council will not provide financial advice in regard to such arrangements.

29. Wage/Salary Maintenance on Workers Compensation

- 29.1 This clause entitles a worker who has suffered a serious work related injury or illness to receive a salary 'top up' to be paid from accrued sick leave balances on workers compensation leave, where all of the following conditions are met:
- 29.1.1 the employee has lodged a workers compensation claim with Council's insurer Local Government WorkCare and the claim has been allowed and a weekly compensation rate has been agreed; and
 - 29.1.2 the employee has accrued sick leave balances available; and
 - 29.1.3 the employee was employed at the time of the injury or illness and continues to be employed; and
 - 29.1.4 a Local Government WorkCare appointed/authorised medical specialist has certified that the employee is unable to participate in a Suitable Duties Program.
- 29.2 Entitlement to this provision would be decided by the Chief Executive Officer on a case-by-case basis.

30. Resource Utilisation - Special Projects

- 30.1 The provision to allow, by mutual agreement of the employees concerned and the relevant Unions, flexibility to negotiate on both Award and the relevant state Certified Agreement, terms and conditions of employment for special projects and/or operations providing that the overall terms and conditions are no less favourable than the conditions outlined in both the relevant Awards and in the Certified Agreement and any variations shall be documented.

31. Attendance at Court

- 31.1 Any payments received by the employee to attend jury service will be paid to Council and the Council will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

32. Business Use of Private Mobile Phones

- 32.1 It is agreed that in circumstances during normal working, or approved overtime hours, where a Council owned telephone or two-way radio is not available, that an employee may use their own mobile phone to contact the Council Depot or Supervisor for important operational requirements and receive reimbursement for related telephone call costs upon lodgement of an approved claim form.
- 32.2 Such use of private mobile phones shall be kept to an absolute minimum and it is agreed that where possible, a return call from the Council Depot/Office should be arranged.

33. Flu Vaccines

- 33.1 An annual provision of the Influenza vaccination will be offered to employees who wish to participate in a bulk vaccination program at no cost to the employee.

34. Natural Disasters

- 34.1 Employees who are unable to present at work due to a natural event in Australia (including flood & bush fire) will be afforded an opportunity to reschedule and use an RDO in lieu of

attending work. If an employee is unable to attend work on subsequent days, Council shall grant the employee a maximum of two (2) days paid special leave, provided the employee endeavours to carry out work from home where practical.

- 34.2 Upon receipt of submissions, the Chief Executive Officer may consider further assistance on a case by case basis.

35. Job Security

- 35.1 Council values the contribution that its employees make to the on-going operations of the organisation and Council recognises the importance of utilising a day labour force for the provision of services to communities across the regional area.
- 35.2 Council acknowledges that, in general, services are provided as a community service obligation and not on a commercial or for profit basis to the disadvantage of local communities or Council employees.
- 35.3 External resources may be used when the expertise needed is not readily available through internal resources or there is not enough existing Council staff to meet requirements.

36. Use of Contractors

- 36.1 The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council as possible. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.
- 36.2 Such steps shall include measures to increase the security of employee's employment; however, the parties recognise that the Council will require the use of Contractors to carry out Council work.
- 36.2.1 Council's permanent fulltime employees will always be given first preference to higher duties positions over contractors, operations permitting.
- 36.2.2 Council may use Contractors where the work volume is beyond the capacity of Council resources or existing staff. (Capacity shall not be measured by artificial means, for example, intentional non-filling of vacancies or running down of plant and equipment) and only when all other employment opportunities and plant and material resources have been exhausted.
- 36.2.3 Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- 36.2.4 Subject to these provisions, Contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- 36.3 Where Council employs an Apprentice or Trainee through a Group Training Organisation using a Host Employment Agreement, or other such Agreement, Council will ensure any such Agreement is in alignment with the Conditions of this Certified Agreement.

37. Positive Employment Relations

New Employees

- 37.1 Council will, upon the engagement of a new employee covered by the *Queensland Local Government Officers' Award 1998*, provide the employee with access to the Certified Agreement and duly inform the employee of the relevant union representation within the workplace.

Workplace Delegates

- 37.2 Council recognises the role that workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant union that

an employee has been appointed as a workplace delegate the Council will recognise the employee as a workplace delegate and grant them the following:

37.2.1 Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;

37.2.2 Reasonable access to management representatives of the Council for the purpose of resolving issues of concern to union members;

37.2.3 Reasonable time in working hours to attend authorised Union training.

Facilities and Conditions

37.3 The following facilities and conditions will be made available to members and delegates:

37.3.1 Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time at the request of Council, the appropriate rate of pay will be paid;

37.3.2 Wherever possible, access to a room with normal office facilities to discuss employment matters;

37.3.3 No employee will be disadvantaged as a result of activities conducted in accordance with this clause provided the privilege is not abused.

Meeting Notices and Newsletters

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

Right of Entry

37.5 In accordance with the provisions outlined in section 372 of the *Industrial Relations Act 1999*, an authorised officer of the relevant union will have rights of access and entry to the premises of the Council for the following purposes:

- Meeting with workplace delegates;
- Meetings with members of staff; and
- Meetings with relevant management team members associated with this agreement or current industrial workplace issues.

38. Employee Classification Transition

38.1 Staff covered by the *Queensland Local Government Officers' Award 1998* and employed prior to amalgamation have been transitioned to Western Downs Regional Council's permanent structure in accordance with the conditions outlined in the letter as per schedule A.

39. Travel Time

39.1 An employee required, for work purposes, to travel outside of their ordinary hours from their usual place of employment to an alternative workplace will be paid at the rate of time and a half for the time so travelled. Travel outside of ordinary hours for training purposes shall be in accordance with Clause 22.6 of the Agreement.

Schedule A - Transition Letter



ENQUIRIES TO:
Mr Nicholas Ross
P (07) 4672 1210

FILE REF:
4/1/18-3

NR:AMS

12 November 2008

Mr David Smith
Australian Services Union
PO Box 3347
STH BRISBANE QLD 4101

Dear Mr Smith

RE: CLASSIFICATION LEVELS

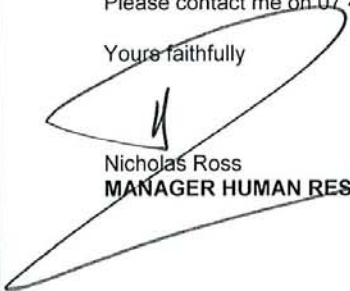
Further to our discussions regarding the arrangements for transitioning council officers across to positions in the organisation's permanent structure, it is Dalby Regional Council intention not to disadvantage any employee financially. To this end, Council agrees that all employees covered by the Local Government Officers' Award 1998 (Transitional), up to and including level five (5) will move across to the new structure at their current classification level with the following exceptions:

- Where it has been identified that the role in the new structure has been evaluated at a higher classification level, the council officer will be progressed to the lowest increment of the new classification level and will continue to progress through the increment levels of that classification to the top of the level;
- Where it has been identified that the role in the new structure has been evaluated at a lower classification level, the incumbent will retain their current classification level as a personal arrangement and will continue to progress through the increment levels of that classification to the top of the level and will remain on the personal arrangement until the officer leaves the employ of Dalby Regional Council or accepts another position within the organisation;
- Any council officer who applies for and is successful in securing a role that is vacant, will be paid according to the level advertised for that position regardless of whether the classification is lower than the current level the officer is receiving.

All positions classified level six (6) and above covered by the Local Government Officers' Award 1998 (Transitional), will be assessed on an individual case by case basis. Any adjustment to salary rates to a lower classification level will proceed only if the employee is not disadvantaged financially.

Please contact me on 07 4672 1210 if you'd like to discuss this matter further.

Yours faithfully



Nicholas Ross
MANAGER HUMAN RESOURCES & SAFETY

Customer Service Centres - Phone 1300 728 500

Chinchilla	Dalby	Miles	Tara	Wambo	Wandoan
80-86 Heenay Street	107 Drayton Street	29 Dawson Street	19 Fry Street	26 Wood Street (Dalby)	6 Henderson Road
Ph 07 4662 7056	Ph 07 4672 1100	Ph 07 4628 5555	Ph 07 4665 3133	Ph 07 4669 9000	Ph 07 4627 4241

Schedule B - Wage Schedule

Classification	Step	Annual	Weekly	1st Year	2nd Year	3rd Year
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			Amount 36.27 Hours	Annual	Weekly	Annual	Weekly	Annual	Weekly
Under 17 - 55%		27372.05	526.39	29192.05	561.39	31012.05	596.39	32832.05	631.39
17 yrs - 60%		29198.60	561.51	31018.60	596.51	32838.60	631.51	34658.60	666.51
18 yrs - 70%		32851.70	631.76	34671.70	666.76	36491.70	701.76	38311.70	736.76
19 yrs - 80%		36504.80	702.02	38324.80	737.02	40144.80	772.02	41964.80	807.02
20 yrs - 90%		40157.90	772.27	41977.90	807.27	43797.90	842.27	45617.90	877.27
1	1	43811.00	842.52	45631.00	877.52	47451.00	912.52	49271.00	947.52
	2	44617.00	858.02	46437.00	893.02	48257.00	928.02	50077.00	963.02
	3	45746.00	879.73	47566.00	914.73	49386.00	949.73	51206.00	984.73
	4	46957.00	903.02	48777.00	938.02	50597.00	973.02	52417.00	1008.02
	5	48166.00	926.27	49986.00	961.27	51806.00	996.27	53626.00	1031.27
	6	49375.00	949.52	51195.00	984.52	53015.00	1019.52	54835.00	1054.52
2	1	50707.28	975.14	52527.28	1010.14	54347.28	1045.14	56195.09	1080.67
	2	52094.97	1001.83	53914.97	1036.83	55748.08	1072.08	57643.52	1108.53
	3	53510.50	1029.05	55330.50	1064.05	57211.73	1100.23	59156.93	1137.63
	4	54926.03	1056.27	56793.51	1092.18	58724.49	1129.32	60721.13	1167.71
3	1	56339.22	1083.45	58254.76	1120.28	60235.42	1158.37	62283.42	1197.76
	2	57767.61	1110.92	59731.71	1148.69	61762.59	1187.74	63862.52	1228.13
	3	59227.59	1138.99	61241.33	1177.72	63323.54	1217.76	65476.54	1259.16
	4	60682.91	1166.98	62746.13	1206.66	64879.50	1247.68	67085.40	1290.10
4	1	62139.38	1194.99	64252.11	1235.62	66436.69	1277.63	68695.53	1321.07
	2	63598.19	1223.04	65760.53	1264.63	67996.39	1307.62	70308.27	1352.08
	3	65055.84	1251.07	67267.74	1293.61	69554.84	1337.59	71919.70	1383.07
	4	66514.65	1279.13	68776.14	1322.62	71114.53	1367.59	73532.43	1414.09
5	1	67969.95	1307.11	70280.93	1351.56	72670.48	1397.51	75141.27	1445.02
	2	69427.59	1335.15	71788.13	1380.54	74228.93	1427.48	76752.71	1476.01
	3	70887.58	1363.22	73297.75	1409.57	75789.88	1457.50	78366.73	1507.05
6	1	73316.20	1409.93	75808.95	1457.86	78386.46	1507.43	81051.60	1558.68
	2	75743.66	1456.61	78318.94	1506.13	80981.79	1557.34	83735.17	1610.29
	3	78260.03	1505.00	80920.87	1556.17	83672.18	1609.08	86517.04	1663.79
7	1	80041.72	1539.26	82763.14	1591.60	85577.08	1645.71	88486.70	1701.67
	2	83033.05	1596.79	85856.17	1651.08	88775.28	1707.22	91793.64	1765.26
	3	85414.89	1642.59	88318.99	1698.44	91321.84	1756.19	94426.78	1815.90
8	1	88376.96	1699.56	91381.78	1757.34	94488.76	1817.09	97701.38	1878.87
	2	91292.25	1755.62	94396.19	1815.31	97605.66	1877.03	100924.25	1940.85
	3	94208.71	1811.71	97411.81	1873.30	100723.81	1937.00	104148.42	2002.85
	4	96942.67	1864.28	100238.73	1927.67	103646.84	1993.21	107170.83	2060.98
	5	99680.14	1916.93	103069.27	1982.10	106573.62	2049.49	110197.12	2119.18

Schedule C - Allowances

Name	Agreement Clause Reference	Current Rate	1st Full Pay Period on or after 14 February 2013	1st Full Pay Period on or after 14 February 2014	1st Full Pay Period on or after 14 February 2015
Meal Allowance	1.1	\$12.45	\$12.88	\$13.33	\$13.80
Camping Allowance	1.2	\$39.00 per day	\$40.17	\$41.37	\$42.61
First Aid Attendant Allowance	1.3	\$14.81 per week	\$15.33	\$15.86	\$16.41
Tool Allowance	1.4	\$25.40 per week	\$26.29	\$26.97	\$27.91
Construction Worker Allowance	1.5	\$26.95 per week	\$27.76	\$28.60	\$29.45

1.1 Meal Allowance

1.1.1 Employees required to continue working more than two (2) hours after their normal ceasing time on ordinary week days, payment of the meal allowance will be made. After each further period of 4 hours overtime on the same day another meal allowance will be paid.

1.2 Camp Allowance

1.2.1 Where for the performance of the employee's work it is necessary for employees to live in a camp provided by the Council free of charge, either because there are no reasonable transport facilities to enable that employee to travel to and from the employee's home each day or because the employee is directed to live in such camp, then:

1.2.1.1 Such employee shall be paid a camping allowance per day (including Saturday and Sunday).

1.2.1.2 When employees live in a camp during the week and return home for a week-end or part of a week-end but is not absent from the job for any of the ordinary working hours, the employee shall be paid camping allowance for each of the normal working days.

1.2.1.3 An employee who returns home or is otherwise absent from camp for not more than two (2) nights during that week but who does not absent themselves from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for each of the normal working days.

1.2.2 This allowance shall not be payable when an employee is being accommodated in a motel, because board and accommodation is paid for by Council.

1.3 First Aid Attendant Allowance

1.3.1 Where Council appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant, an additional allowance (as per the schedule) per week in which an employee works three (3) days or more shall be paid to such employee.

1.4 Tool Allowance

1.4.1 A Tool Allowance shall be payable to all tradespersons who are required to supply and use their own tools.

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

1.4.3 For the purposes of clause 1.4, a tradesperson is an officer engaged for a substantial part of their time in the role of a diesel fitter.

1.5 Construction Workers Allowance

1.5.1 A Construction Workers Allowance will be payable as per the provisions of the *Local Government Employees Award* Clause 5.8.1.

1.6 On Call/Availability Arrangements

1.6.1 These arrangements apply to staff who are rostered to be on call.

1.6.2 Monday to Sunday (incl Public Holidays) - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$20.00 (subject to Award increases) for each day and/or night during which the employee remains on call.

1.6.3 Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for a working day of 8 hours:

1.6.3.1 Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours:

1.6.3.2 Provided further, if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

1.6.3.3 Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.

1.6.3.4 An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the Council's premises outside ordinary hours to perform a specific job.

1.6.3.5 Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by the above clause a minimum payment of 1 ½ hours at penalty rates shall apply on a Saturday and Sunday.

1.6.3.6 The first callout on a weekday will be paid at a minimum of two (2) hours at penalty rates.

1.7 Work In the Rain

1.7.1 Work in the Rain shall only be performed when work is required to complete an urgent task (as deemed by the Supervisor), or to ensure the safety of a work site.

1.7.2 Council shall ensure the safety of employees undertaking such work and provide appropriate protective equipment.

1.7.3 Any employee who customarily works in emergencies, securing a site or having to perform a necessary task where directed shall receive penalty rates as per the Award.

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- 1.7.4 Where an employee is required to perform work in the rain and by so doing gets clothing wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed if practicable whichever is earlier.
- 1.7.4.1 An employee entitled to an additional payment pursuant to the abovementioned Clause shall not be entitled to any additional payments prescribed by clause 5.8.3 of the Local Government Employees Award.
- 1.7.4.2 Clause 1.9.4 shall not apply to sanitary and garbage employees.
- 1.7.5 During wet/extreme weather, alternative employment may be found. In the event there is no alternative work available, employee and the employer may mutually agree to take an RDO or TOIL but Council will give priority to conducting appropriate training in lieu of an RDO.
- 1.7.6 All employees are required to attend work on their normal starting time each working day. In the event that there is no likelihood of productive work for the day commencing at the normal starting time due to wet/extreme weather, Council will not require employees to remain at work and will pay a minimum of three (3) hours in lieu of work on a wet/extreme weather day.

SIGNATORIES

Signed for and on behalf of **Western Downs Regional Council**
In the presence of

Philip Berting
Jade Nothdurft

Signed for and on behalf of **Western Downs Regional Council**
In the presence of

Raymond Brown
Robyn Larsen

Signed for and on behalf of
The Australian Workers' Union of Employees, Queensland
In the presence of:

William Ludwig
Chantel Woodhouse

Signed for and on behalf of the
Queensland Services, Industrial Union of Employees
In the presence of:

Jennifer Thomas
Jane Grey