

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Maranoa Regional Council Field Employees Certified Agreement 2012

Matter No. CA/2013/5

Commissioner Thompson

11 February 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 11 February 2013 the Commission certifies the following written agreement:

Maranoa Regional Council Field Employees Certified Agreement 2012 – CA/2013/5

Made between:

Maranoa Regional Council

AND

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
The Australian Workers' Union of Employees, Queensland;
Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

The agreement was certified by the Commission on 11 February 2013 and shall operate from 11 February 2013 until its nominal expiry on 31 October 2015.

This agreement replaces Maranoa Regional Council Field Employees Certified Agreement 2009 (CA/2010/15).

By the Commission.

Commissioner Thompson

PART 1

1. Title

This agreement shall be known as the -

‘Maranoa Regional Council Field Employees Certified Agreement 2012’

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3. Definitions

Agreement	Agreement has the meaning of, and refers to, the ‘Maranoa Regional Council Field Employees Agreement 2012.
Award	Award refers to and means those Awards as listed in clause 6.1 of this Agreement, unless specifically stated otherwise.
Consultation	Consultation means the process which will have regard to employees’ interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
Council	has the meaning of Maranoa Regional Council a party to this Agreement.
Employee	The term “employee” shall mean any employee of the Maranoa Regional Council who performs work covered by this Agreement and the Award/s
Notice of Redundancy	The term “notice of redundancy and termination” means a notice to an employee that his/her services is to be terminated; and as a result of Termination his/her position being made redundant with redeployment not being achieved.
Union	Union means and covers one or more of those Unions who are bound by this Agreement.

4. Application

This agreement shall apply to the Council, and its employees and/or any Unions party to this agreement.

Parties Bound

The parties bound to the agreement are:

Maranoa Regional Council and the following unions:-

The Australian Workers' Union of Employees, Queensland (AWU)

Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employee

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU).

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

5. **Period of Operation and Renegotiation of Agreement**

5.1 This agreement shall operate from the date the Agreement is voted on and agreed to by the employees and shall remain in force until 31st of October 2015.

5.2 The Annual Wage Increase, as cited in this Agreement, shall operate from the first pay period on or immediately after the 1st of November 2012 (Date of Commencement).

5.3 The parties undertake to commence discussions on a replacement certified agreement six months prior to the nominal expiry of this Agreement.

6. **Relationship to Parent Awards**

6.1 This Agreement shall apply to all employees paid under the provisions of the following Awards;

- Local Government Employees' (excluding Brisbane City Council) Award – State 2003
- Building Trades Public Sector Award State 2002
- Engineering Award – State 2002
- Children's Services Award State 2006
- Award for Accommodation and Care Services Employees For Aged Persons - State (Excluding South-East Queensland) 2004
- Nurses ' Award - State 2005

7. **Enterprise Bargaining Consultative Committee (EBCC)**

- 7.1 To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Local Government Employment Group (LGEG) will continue and be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.
- 7.2 The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.

8. Grievance/Dispute Resolution Procedure

- 8.1 Effective communication between employees and Council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances relating to the implementation of this agreement or within the workplace may be resolved quickly to maintain sound working relationships.
- 8.1.1 Any employee or employees with a grievance or complaint regarding any aspect of their employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- 8.1.2 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 be represented by an authorised officer of the Union.
- 8.1.3 Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the Union who will attempt to facilitate a resolution.
- 8.1.4 If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved for arbitration.
- 8.2 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.
- 8.3 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.
- 8.4 The above procedures do not restrict the Council or an authorised officer of the Union from making representations to each other at any stage in this procedure.

9. Anti-Discrimination and Equal Employment Opportunity

- 9.1 The Council shall conduct their operation with a positive awareness of the spirit and intent of anti-discrimination and equal opportunity legislation. The Council's policy in this regard will be based on the following principles subject to this Agreement and any mandatory requirements of the position concerned:
- 9.1.1 Employ the best person for the available job with regard to the Councils obligations under the Anti-Discrimination and Industrial Relations legislation;
 - 9.1.2 Appraise and promote employees on the basis of past performance and the potential of the employee to handle greater responsibility as well as the employee's willingness to do so. These decisions shall be made with regard to the Councils obligations under the Anti-Discrimination and Industrial legislation;
 - 9.1.3 Maintain a workplace free of harassment and victimisation as per the Councils obligations under the Anti-Discrimination and Industrial Relations legislation;
 - 9.1.4 The parties' commitment to a policy on the implementation of equal opportunity and anti discrimination.

PART 2: PRODUCTIVITY IMPROVEMENT

10. Skills Development

10.1 The parties to this Agreement recognise that, in order to increase the efficiency and competitiveness of the Council, a commitment to training and skills development is required from the Council and employees. Accordingly, the parties commit themselves to:

- developing a highly skilled and flexible workforce; and
- providing employees with the opportunity to acquire additional skills.

11. Development of a Training Program

11.1 During the life of this agreement a training program will be developed in consultation with employees, but consistent with the following:-

11.1.1 Training provided will be consistent with the Council's business requirements, relevant to the work of the employees and consistent with the skill development of each employee.

11.1.2 Training may be either on or off the job with all reasonable steps being taken to conduct the training in normal working hours.

11.1.3 If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of pay in respect to ordinary hours of work.

11.1.4 Approved training activities undertaken outside of ordinary hours will be paid at single time or will, at the employee's option, be taken as time off in lieu of payment provided that the scheduling of the time off must be consistent with this Agreement.

11.1.5 Course training costs and travel costs to and from training activities approved by the Chief Executive Officer will be met by the Council.

11.1.6 The Council will not be asked to meet the costs of training undertaken by employees, which was not approved by the Chief Executive Officer or delegated officer.

12. Workplace Health & Safety

12.1 The Council and employees shall exercise their respective duty of care under the Workplace Health and Safety Act 2011, Workplace Health and Safety Regulation 2012

and Workplace Health and Safety Codes of Practice, and shall work together to achieve high standards of Occupational Health Safety and Welfare.

13. **Span of Hours**

Normal Hours of Duty

13.1 It is agreed between the parties that the ordinary hours of work shall be worked Monday to Friday inclusive, except for meal breaks and rest pauses, between 5:00 am and 7:00 pm.

13.2 All employees covered by the Local Government Employees' (excluding Brisbane City Council) Award – State 2003 are expected, and agree, to be available for reasonable overtime including week-end work, at appropriate overtime rates, when climatic conditions are right.

14. **Higher Duties Allowance**

14.1 In acknowledgement that Council expects some of our employees to undertake higher duties to assist with Council operations, each employee who performs higher duties will be paid at the higher rate for the actual hours worked.

14.2 If an employee undertake higher duties for more than two (2) hours the employee will be paid at a higher level for the whole shift.

15. **Rostered Day Off (RDO)**

Nine Day Fortnight

15.1 Employees covered by this agreement will work a 9-day fortnight cycle. This work cycle will provide a Rostered Day Off (RDO) each fortnight as determined by Council to fall on a Monday or Friday.

Flexibility and Efficiency

15.2 To enable greater flexibility and more efficient usage of equipment and other resources a common RDO will be allocated for Construction and Maintenance employees working from each of Council's various Depots.

15.2.1 To facilitate workforce consultation, the common RDO selected will be decided by agreement from a majority of Construction and Maintenance staff working from each of Council's various Depots. The final decision would then apply to all Construction and Maintenance employees working within each of Council's various Depots.

15.3 Upon the request of an employee or a management representative, a rostered day off can be reallocated to a different day with the agreement of a majority of staff within a work group. This decision would then apply to all staff within the work group.

15.4 When requested by Council to overcome a specific or exceptional circumstance, employees can be required to work on an RDO and such time worked will be accumulated as a banked RDO.

15.4.1 In this circumstance if the employee works the RDO they shall be paid at overtime rates.

15.4.2 Rescheduling of the worked RDO will be by mutual agreement between the Council and the employee.

15.4.3 An employee retains the right to refuse to work on an RDO.

15.5 These clauses shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

15.6 Where possible an employee will be given 30 days notice of a change in the regular rostered day off however any RDO changes will be made by mutual agreement between the employer and employee or group(s) of employees affected.

16. **Banking of Rostered Days Off (RDOs)**

16.1 Generally, no banking of Rostered Days Off (RDOs) will be encourage, however in line with flexibility previously agreed to, employees may bank up to five (5) RDOs.

16.2 An employee with banked RDOs may use up to three (3) RDOs during the annual Council closedown.

16.3 Generally, any RDO accrued in excess of the five (5) day limit must be taken within two (2) months of the actual accrual.

16.3.1 Where the employee has not taken the excess RDO within two (2) months of its accrual, the RDO will be paid out at a single time rate.

16.3.2 Where Council has not granted the employee permission to take the excess RDO within the prescribed two (2) month period of its accrual, the RDO will be paid to the employee as per the overtime rates in the relevant Award.

17. **Time Off In Lieu Of Overtime**

17.1 The parties to this Agreement agree that notwithstanding the overtime provisions in the Award, the following shall apply to all employees covered by this Agreement:

17.2 Provided, however, where the employee elects to take time off in lieu of such overtime, and the Council agrees, he/she shall be allowed free of duty the number of hours worked on overtime. Such time off shall be paid at the ordinary time rate of pay, and shall be taken at a time mutually agreed between the parties.

- 17.3 The allocation of overtime shall not be influenced by an employee's preference to be paid for overtime worked or to take time off in lieu thereof.
- 17.4 The Council's salary and attendance records shall specify whether overtime is paid at the appropriate penalty rate or granted as time off in lieu at the employee's request.
- 17.5 Maximum TOIL accrual is one (1) week. This may be extended by mutual agreement with the Chief Executive Officer or delegated Officer.

PART 3: BENEFITS

18. Annual Leave

- 18.1 The Council recognises the inequity of different annual leave provisions currently contained in the applicable Awards. To rectify this inequity the annual leave entitlements, of Clause 23 of the Queensland Local Government Officers' Award 1998, will, by virtue of this Agreement, also apply to all employees engaged under the State Awards to which this Agreement applies.
- 18.2 Each employee engaged under a State Award shall continued to be entitled to five (5) weeks paid leave after twelve (12) months of continuous service.
- 18.2.1 All service accrued prior to the 9th of October 2009 will be calculated at the Award rate of 4 weeks per year of service; and
- 18.2.2 All service accrued after the 9th of October 2009 will be calculated at the new rate of 5 weeks per year of service.
- 18.3 It is agreed between the parties that where an employee has more than ten weeks of annual leave accumulated, the Council and the employee can reach mutual arrangement for such excess leave to be taken over the life of this Agreement.

19. Personal Leave (Sick Leave)

- 19.1 The Council recognises the inequity of different personal leave provisions currently contained in the applicable Awards.
- 19.2 To rectify this inequity personal leave entitlements of fifteen (15) days personal leave per annum will, by virtue of this Agreement, apply to all employees covered by this Agreement.
- 19.3 It is agreed between the parties that service accrued for personal leave accrual after the 9th of October 2009 of this Agreement will be calculated at the new rate of fifteen (15) days per year of service.

20. Bereavement Leave

- 20.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.
- 20.2 Full-Time Employee
- 20.2.1 A full-time employee is entitled to up to five (5) days paid bereavement leave on each occasion.

- 20.2.2 The bereavement leave entitlement is to consist of three days bereavement leave and two (2) days personal (sick) leave entitlements.
- 20.2.3 Such bereavement leave will be subject to the production of satisfactory evidence (if required by the Council) of the death in Australia or death outside of Australia of a member of the employee's immediate family.
- 20.2.4 Where a full-time employee has exhausted all bereavement leave entitlements, including other accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The Council and employee should agree on the length of the unpaid leave.
- 20.2.5 In the absence of agreement, a full-time employee is entitled to take up to two (2) days unpaid leave, provided the requirements of clause 19.1.3 are met.

20.3 Part-Time Employee

- 20.3.1 A part-time employee is entitled to up to three (3) days paid bereavement leave without loss of pay, up to a maximum of 24 hours on the same basis as prescribed for full-time employees in clause 20.2.3 except that leave is only available where a part-time employee would normally work on any or all of the 3 working days following the death.
- 20.3.2 Where a part-time employee has exhausted all bereavement leave entitlements, including other accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The Council and employee should agree on the length of the unpaid leave.
- 20.3.3 In the absence of agreement, a part-time employee is entitled to take up to two (2) days unpaid leave, up to a maximum of 16 hours, provided the requirements of clause 20.2.3 are met, and a part-time employee is entitled to take up to two days unpaid leave, provided the requirements of clause 20.2.3 are met.

20.4 Casual Employee

- 20.4.1 In the event of a casual employee seeking to take unpaid bereavement leave, the employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
- 20.4.2 Such bereavement leave will be subject to the requirements and on the same basis as prescribed for full-time employees in clause 20.2.3.
- 20.4.3 In the absence of agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

21. Long Service Leave

- 21.1 The Council recognises the inequity of different long service leave provisions currently contained in the applicable Awards. To rectify this inequity the long service leave entitlements, of Clause 25 of the Queensland Local Government Officers' Award 1998, will, by virtue of this Agreement, also apply to all employees engaged under the State Awards to which this Agreement applies.
- 21.2 From the Date of Commencement of this Agreement, each employee engaged under a State Award shall be entitled to thirteen (13) weeks paid leave after ten (10) years of continuous service, with a pro rata payment after five (5) years continuous service.
- 21.3 Current employees, excluding those employees whose classification level is as per the Queensland Local Government Officers Award 1998 (Parent Award), long service entitlements will be calculated as follows:
- 21.3.1 All service accrued prior to the 9th of October 2009 will be calculated out at the previous amalgamated Shire and Town Council's Certified Agreements; and
- 21.3.2 All service accrued after the 9th of October 2009 will be calculated at the new rate of 1.3 weeks per year of service.
- 21.3.3 Pro rata long service leave is accrued after five (5) years of continuous service.
- 21.4 All service accrued at the rate of 1.3 weeks per year of service in existing Agreements, prior to the commencement of this Agreement, shall be preserved
- 21.5 It is agreed between the parties that where an employee has more than thirteen (13) weeks of long service leave accumulated, the Council and the employee can reach mutual arrangement for such excess leave to be taken over the life of this Agreement.

22. Maternity and Parental Leave

- 22.1 After twelve months of continuous service all employees covered by this Agreement, who are the primary care giver, shall be entitled to 4 weeks paid Parental Leave and 48 weeks as non paid Parental Leave or 8 weeks paid Parental Leave on half pay and 44 weeks as non paid Parental Leave.
- 22.2 Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take, for Parental Leave, an unbroken period of up to one week at the time of the birth of the child.

PART 4: REWARDS/COMPENSATION

23. Commencement Level

- 23.1 The minimum commencement level for State Award Employees shall be Level 2 of the Local Government Employees Award – State. After completing a satisfactory three month probationary continuing employees will move to Level 3 of the Local Government Employees Award – State.
- 23.2 Upon acquiring a Queensland recognised MR (Medium Rigid) Vehicle License the Employee will automatically progress to Level 4 of the Local Government Employees Award – State.

24. Annual Wage Increase

- 24.1 In absorbing all State and Federal Wage Case Decisions, the annual wage increase will be as follows:
- An increase of \$30 (thirty dollars) per week effective from the 1st November 2012.
 - An increase of \$30 (thirty dollars) per week effective from the 1st November 2013.
 - An increase of \$30 (thirty dollars) per week effective from the 1st November 2014.

25. Wage Rates

- 25.1 Schedule 1 attached, details the wages payable to the various classifications in the relevant Parent Awards.

26. Grader Operator Skills Allowance Framework

- 26.1 Grader Operators shall be paid at the Award Level and Grader Operator Skills Allowance as specified in Schedule 2.
- 26.2 Grader Operators will be assessed by the Director of Infrastructure Services, or his or her delegate, and classified in accordance with the Grade specified in Schedule 2.
- 26.3 Any employee with a grievance or complaint regarding their assessment will have the right to appeal through the Grievance/Dispute Resolution Procedure as contained within this Agreement.

27. Truck Driver Classification Rates

- 27.1 Truck Drivers shall be paid at the special rate specified in Schedule 3.
- 27.2 Truck Drivers will be classified in accordance with the Grade specified in Schedule 3.

27.3 Any employee with a grievance or complaint regarding their assessment will have the right to appeal through the Grievance/Dispute Resolution Procedure as contained within this Agreement.

28. **Service Overtime**

28.1 In order to maintain plant and machinery in good mechanical condition, regular servicing will occur. It is agreed that, wherever practical operators will undertake routine servicing of the plant during normal working hours without impacting on the day-to-day operations of Council works.

28.2 Where servicing of an item of plant during ordinary working hours would adversely impact on operational efficiency then the plant item will be serviced outside of working hours at the applicable penalty rates.

29. **Salary Sacrifice Facilities**

29.1 It is agreed between the parties that all employees may opt to have their normal superannuation contributions or may opt to have a portion, in excess of the Superannuation Board requirements, of their salaries/wages paid directly into the Local Government Superannuation Scheme. To facilitate this, a written salary sacrifice agreement will be implemented to allow such contributions from 'before tax' pay.

29.2 The parties agree that the employees must seek independent financial advice on salary sacrificing.

29.3 The parties agree that employees can make application to sacrifice pre-tax salary for other items such as, but not limited to, provided there is no greater cost to Council (including GST & FBT) and the proposed arrangement complies with the Australian Taxation Office guidelines:

- Tools of Trade
- Rent on dwelling (house)
- Novated lease of a car
- Health fund

29.4 The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee.

29.5 Changes can only be made to salary sacrificed arrangements twice per year within the prescribed period as advised by the Chief Executive Officer.

30. Top Up of Work Cover Payments

- 30.1 It is agreed between the parties that where employees are receiving Work Cover payments, after six (6) months of receiving Work Cover payments, such payments shall be topped up to the employee's normal weekly wage by the Council .
- 30.2 To facilitate this, a written request to the Chief Executive Officer is required.

31. Absorption of Allowances

- 31.1 The parties agree that the increases granted pursuant to the Agreement include the absorption of all allowances other than those allowances specified in this Agreement.
- 31.2 All allowances, unless implicitly stated otherwise, in this Agreement will be indexed to reflect any and all increases as stated in the State Wage Case.
- 31.3 Expense related allowances will not be affected. Specific allowances not absorbed include;

Camping Allowance

- 31.4 Where for the performance of the employee's work it is necessary for an employee 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 by the Council to live in such camp, then:
- 31.4.1 For the life of this Agreement, such employee shall be paid the following camping allowance for each day (including Saturday and Sunday) the employee lives in camp;
- \$46.00 per day camping in the first year of the Agreement
 - \$50.00 per day camping in the second year of the Agreement
 - \$50.00 per day camping in the third year of the Agreement
- 31.4.2 When an employee lives in a camp during the week and returns home for a weekend or part of a weekend but is not absent from the job for any of the ordinary working hours, the employee shall be paid Camping Allowance for five days.
- 31.4.3 An employee who returns home or is otherwise absent from camp for not more than one night during that week but who does not absent himself or herself from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to a camping allowance for five days.

Cemetery Operations Allowance

- 31.5 A Cemetery Operations Allowance will be payable as per the provisions of the relevant Award.

Construction Allowance

- 31.6 All employees covered by this Agreement whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as per Award) on site shall be paid an allowance at the rate of \$27.40 per week.
- 31.7 During the life of this Agreement any indexed increase applied to this allowance and handed down by the Queensland Industrial Relations Commission in the Queensland State Wage Decision.

Dog Control Allowance

- 31.8 An allowance of \$7 per day will be paid to non-contract staff engaging in Dog Control activities. Such allowance is paid in consideration of the social challengers that this activity can incur.
- 31.9 31.9 During the life of this Agreement any percentage increase handed down by the Queensland Industrial Relations Commission in the Queensland State Wage Decision will be past on to this allowance.

Employees Using Their Own Vehicle Allowance

- 31.10 Employees required to use their own vehicles in the course of their employment shall be paid an allowance as per the provisions of the relevant Parent Award.

First Aid Allowance

- 31.11 Council shall undertake periodic risk assessment in each area of Council Operations and designate a First Aid Officer as required.
- 31.12 For the life of this Agreement an employee who holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is designated by Council to perform first aid duty at his/her workplace shall be paid an allowance of \$17.50 per week.

Incidental Allowance

- 31.13 An Incidental Allowance is claimable when an employee is in a camp, provided by the Council, which includes the provision of meals provided by the Council to the employee.

- 31.14 Where, for the performance of the employee's work, it is necessary for an employee to live in a camp with catering facilities 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 by the Council to live in such camp, then:
- 31.14.1 For the life of this Agreement, such employee shall be paid a living away from home allowance of \$25.00 for each day (including Saturday and Sunday) the employee lives in camp.
- 31.14.2 When an employee lives in a camp during the week and returns home for a weekend or part of a weekend but is not absent from the job for any of the ordinary working hours, the employee shall be paid a living away from home allowance for five days.
- 31.14.3 An employee who returns home or is otherwise absent from camp for not more than one night during that week but who does not absent himself or herself from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to a living away from home allowance for five days.
- 31.15 An employee cannot claim an Incidental Allowance where the employee is claiming a Camping Allowance.

Leading Hand Allowance

- 31.16 For the life of this Agreement, an employee appointed by the Council to be in charge of other employees shall be paid an allowance of \$10.00 per day. This allowance shall not apply to any employee engaged in the operation and or control of an installation (such as a treatment plant or swimming pool) or where the employee's position requires that they work in conjunction with an assistant

Live Sewage Work Allowance

- 31.17 Live Sewage Allowance will be payable as per the provisions of the relevant Parent Award.

Locality Allowance

- 31.18 Council recognises the inequity of the difference between the District Allowance and the Locality Allowance as paid under the Maranoa Regional Council Officer's Agreement 2009.

31.19 To rectify this inequity over employees covered by this agreement will be paid:

Date	Value of Locality Allowance (Weekly)	
At the Commencement of this Agreement	Single Rate: \$10.25	Dependant Rate: \$18.00
At the 1 November 2013	Single Rate: \$19.25	Dependant Rate: \$36.00

Meal Allowance

31.20 For the life of this Agreement, an employee, other than an employee employed on shift work, required to continue working for more than two hours after the ceasing time on any day or beyond 1.00 p.m. on a Saturday, Sunday or Public Holiday, shall be paid a meal allowance of \$25.00.

On Call Allowance

31.21 An On Call Allowance will be payable as per the provisions of the relevant Parent Award.

Poison Allowance

31.22 For the life of this Agreement, an employee using poison sprays for the control of weeds shall be paid an additional amount at the rate of \$10.00 per day whilst engaged in such work.

Rubbish & Recycling Allowance

31.23 Drivers of rubbish collection and recycle collection vehicles and their assistants whilst directly engaged on the collection of refuse or recyclables work shall be paid an additional amount of \$2.18 per hour in addition to the amount payable in accordance with the provisions of the relevant Parent Award.

Rubbish & Sanitary Operations Allowance

31.24 Employees primarily engaged in sanitary or refuse collection services shall be paid \$11.60 per week wet pay in addition to their ordinary wages.

31.25 Drivers of refuse vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.05 per hour whilst directly engaged on refuse collection work.

31.26 During the life of this Agreement any percentage increase handed down by the Queensland Industrial Relations Commission in the Queensland State Wage Decision will be past on to this allowance.

31.27 Drivers of sanitary vehicles and their assistants shall be paid an additional amount of \$2.41 per hour whilst directly engaged on such work.

Definition of sanitary vehicles: a vehicle designed specifically for the collection and transport of domestic and industrial refuse.

Safety Representative Allowance

- 31.28 An allowance of \$15.00 per week will be paid to Elected Workplace Health & Safety Representatives, in consideration of the extra responsibilities and skills attached to the positions.
- 31.29 During the life of this Agreement any percentage increase handed down by the Queensland Industrial Relations Commission in the Queensland State Wage Decision will be past on to this allowance.

Traffic Controller Allowance

- 31.30 All persons will be paid at the minimum of Level 5 of the Local Government Employees Award – State for all time worked whilst engaged in traffic control duties.

Explanation: A person paid at Level 4 of the Local Government Employees Award – State would be paid at Level 5 of the Local Government Employees Award – State whilst the person is undertaking traffic control duties. Whereas, a person paid at Level 6 of the Local Government Employees Award – State would be remain and be paid at Level 6 of the Local Government Employees Award – State whilst the person is undertaking traffic control duties.

Travel Allowance

- 31.31 The parties agree all employees covered by this Agreement required to travel at hours outside the prescribed ordinary hours of duties shall be paid for such travelling time at overtime rates.

Toilet Cleaning Allowance

- 31.32 Employees directly engaged in cleaning Council's designated Public Toilets shall, during ordinary hours or during overtime or on weekends or on public holidays be paid an additional amount of:
- \$7.50 per day for the first year of the agreement;
 - \$8.00 per day for the second year of the agreement;
 - \$8.50 per day for the third year of the agreement.

Tool Allowance

- 31.33 A Tool Allowance will be payable as per the provisions of the relevant Parent Award.

32. Safety Eyewear Issues

- 32.1 This clause only applies to field based employees.
- 32.2 Where an employee requires approved prescription safety eyewear the Council will pay the difference between the cost of prescription safety eyewear and prescription eyewear.
- 32.3 The following rules apply in the decision making process;
- 32.3.1 Prior to purchasing prescription safety eyewear the employee must gain formal approval from the WH&S Committee.
- 32.3.2 After approval from the WH&S Committee the application is to be forwarded to Human Resources for endorsement signature.
- 32.3.3 On the presentation of a GST compliant receipt for the prescription safety eyewear, Council will make payment to the employee within 10 business days.

33. Provision of Workplace Uniforms

- 33.1 The provision of workplace uniforms, including the style, type and nature of the clothing to be provided, will be based on a risk assessment of individual work areas and/or teams.
- 33.2 Upon commencement and all existing employees covered by this Agreement and whose Parent Award is the Local Government Employees' (excluding Brisbane City Council) Award – State 2003 or the Building Trades Public Sector Award State 2002 or the Engineering Award – State 2002 shall receive the following:
- Five (5) Shirts – Provision will be as per clause 31.1;
 - Five (5) Long Trousers or Shorts – Provision will be as per clause 31.1;
 - 1 Sun Safety Hat – Provision will be as per clause 31.1.
 - 1 Winter Jacket – to be provided biennially on a common issue date and will be issued in accord clause 31.1.
- 33.3 Above items will be replaced on a fair wear and tear basis in accord with clause 31.1.

34. Safety Work Boots

- 34.1 Council will reimburse the cost of safety boots up to the amount of \$200.00 per annum inclusive of GST, upon the production of a purchase receipt, showing the name of the supplier, ABN, and total cost (including GST) to the employee.
- 34.2 Council will ensure reimbursement is within 30 days of the employee placing an approved reimbursement claim.

34.3 Employees who have received their annual reimbursement will have such safety boots replaced on a fair wear and tear basis on the presentation of old unserviceable footwear.

34.4 The procedure for fair wear and tear replacement is:

34.4.1 Replacement occurs if the safety footwear no longer meets the provisions of AS2210.

34.4.2 Boots to be marked by Stores staff e.g. hole punched and either disposed of or returned to employee if requested.

35. **Payment of Salaries**

35.1 Salaries shall be paid fortnightly by electronic funds transfer into employees' bank, building society or credit union accounts.

PART 5: MISCELLANEOUS

36. Positive Employment Relations

- 36.1 The Council shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- 36.2 The Council recognises the role that workplace Union Delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution.
- 36.3 On being notified in writing by a Union party to this agreement that an employee has been appointed as a workplace Delegate the Council will recognise the employee as a representative of the Union and allow them:
- reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the Union members in the workplace;
 - reasonable access to employees of the Council for the purpose of resolving issues of concern to Union members.
- 36.4 A union representative, or an employee nominated by the relevant Union, shall be entitled to reasonable paid leave of absence to attend trade Union training or specific Union training courses approved by the respective union.

37. Payment of Union Membership

- 37.1 It is agreed between the parties that for the duration of this Agreement, upon receipt of written authorisation from the employee, the Council will deduct an amount from the employees' wages each week to cover the payment of Union dues.

38. Filling of Vacant Positions

- 38.1 All positions that are vacant must be filled and all positions must have a Position Description.
- 38.2 All positions will be classified in accordance with the level definitions provided for in the Parent Award.
- 38.3 Where Council considers there to be a sufficient suitably qualified applicant pool internally, Council will call positions internally in the first instance. Where Council considers there to be an insufficient suitably qualified applicant pool internally, Council will call positions simultaneously internally and externally. Selection will be based on merit.
- 38.4 Positions called internally will open for applications on the Payday Wednesday and close at Close Of Business (COB) on the Friday of the following week.

39. Use of Contractors

- 39.1 The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.
- 39.2 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.
- 39.2.1 Council's permanent fulltime employees will always be given first preference to higher duties positions over Contractors, operations permitting.
- 39.2.2 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, the 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.
- 39.2.3 Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- 39.2.4 Council reserves the right to use Contractors for any role where the use of Contractors does not impact negatively on the permanent staff establishment.
- 39.2.5 Council shall ensure that the contractual arrangements for Contractor are such that the wages and conditions of their employees are not in breach of any state Regulators, Acts or relevant Awards pertaining to their employment.
- 39.2.6 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.
- 39.3 The use of contractors and Labour Hire Personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.
- 39.4 Where Council employees 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.
- 39.5 The Chief Executive Office will supply details of the use of Contractors at the Enterprise Bargaining Consultative Committee (EBCC) meetings.

40. **Hosted Apprentices & Trainees**

- 40.1 Maranoa Regional Council recognises that differing rates of pay and conditions exist when an Apprentice or a Trainee is engaged by the Council through a Group Training Organisation.
- 40.2 To rectify this inconsistency and ensure fairness across Council operations, where an Apprentice or Trainee employed through Group Training Organisation is hosted by Council, the Apprentice or Trainee will be entitled to all benefits as applicable to other Apprentices or Trainees on the respective Award as covered by this Agreement.

41. **Employment Security**

General Principle

- 41.1 Maranoa Regional Council has no plans to initiate redundancies within its workforce, either as a direct result of this Enterprise Agreement, or as part of any operational activities during the term of this Agreement.

Redeployment, Retraining and Redundancy

- 41.2 In the circumstances that the Chief Executive Officer determines that a redundancy has become a realistic option for a Council employee or group of employees, the following procedures shall be adopted;
- 41.2.1 Where Council has made a definite decision that the job is no longer required to be performed by anyone and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Council shall hold discussions with the employees directly affected and with the relevant Union(s).
- 41.2.2 The discussions shall take place as soon as practicable after the Council has made a definite decision to introduce major changes likely to have significant affects on employees.
- 41.2.3 Discussions shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to reduce the adverse affects of any terminations on the employees concerned. Such discussions shall include possible retraining and redeployment as a first option prior to any final decision leading to redundancy.
- 41.2.4 All efforts will be made to find suitable alternative employment within Council for employees whose positions are declared redundant. After the discussions aforementioned have occurred the affected employee(s) shall be advised of available options.
- 41.2.5 Where suitable alternative employment is identified for an employee, but at a lower rate of pay, that employee's level of remuneration at the time of transfer

will be maintained for a period of twelve (12) months or until the lower classification rate exceeds the employee's former rate, whichever is the earlier.

- 41.2.6 It is the Chief Executive Officer's decision to either accept or not accept a displaced employee for redeployment, having given due consideration to the skills required to competently undertake the position.
- 41.2.7 Redeployed employees will be eligible for redundancy benefits if it is found within three (3) months by either themselves or by Council that the redeployment to the alternative position is unsatisfactory.
- 41.2.8 If following such discussion, retraining and redeployment cannot be achieved, the employee shall be given notice of redundancy and termination.
- 41.2.9 In circumstances, where employees receive a notice of redundancy and termination such notice will be given at least four (4) weeks before the event.
- 41.2.10 Ordinary rate of pay for redundancy payments shall mean the current ordinary time rate of pay including Enterprise Agreement increases already approved or being approved during the notice period and any amount of "salary sacrifice" but excluding shift loadings, weekend penalty rates, overtime and non-salary benefits. In the event that salaries have been annualised then the annualised rate shall apply for the purpose of this clause.
- 41.2.11 Exceptions: This Agreement shall not apply in the following circumstances:
- a) Where an employee terminates employment before the expiration of the period of notice without prior approval of the Chief Executive Officer, such approval shall not be unreasonably withheld ; or
 - b) Where an employee suffers a permanent injury or illness that renders that employee otherwise incapable of continuing in employment, and the employee has access to other financial support such as Work's Compensation or Superannuation or Total and Permanent Disability Payment; or
 - c) Where an employee's services are terminated by reason of gross neglect of duty, abandonment of employment or gross misconduct in accordance with procedural fairness; or
 - d) Where an employee has been engaged in a casual or temporary capacity on a short term basis, such as project employment; or
 - e) Where an employee has not been engaged for a continuous period with Council for at least twelve (12) months.

- 41.3 It is understood that employees may seek to leave during the notice period specified. In circumstances where this occurs, negotiations shall take place between the Council and the employee. The objectives of such negotiations shall be to find a mutually agreed outcome to this issue. Council shall have regard to the needs of the employee at this time and shall not unreasonably withhold the employee's request to leave, unless such departure shall unduly affect the operations of the Council.
- 41.4 Grievances arising from this redundancy agreement shall be dealt with in accordance with the terms of the Grievance/Dispute Resolution Procedure in this Agreement.
- 41.5 An employee who is declared redundant shall receive an ex-gratia redundancy payment at the ordinary rate of pay, appropriate to the completed years of service.

Redundancy Payment

- 41.6 Redundancy payment is to consist of two (2) weeks payment for each year of employment with no proportionate payment, up to a maximum payment of fifty-two (52) weeks. Minimum payment of four (4) weeks shall apply.
- 41.7 Upon notification of his/her Manager the employee who has been declared redundant shall be granted leave with pay for the purpose of attending personal employment interviews.
- 41.8 Each employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment within the first seven (7) days of having received the notice of redundancy and termination.

42. No Extra Claims

- 42.1 The parties to this Agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wages or salary increases or improvements in employment conditions sought, or granted excepted for those provided under the terms of this Agreement.
- 42.2 This clause does not prevent any party to the underpinning Award or Awards from seeking any amendment or amendments (including amendments to Award wages, classifications or conditions) to that Award or Awards during the life of this agreement.

SIGNATORIES

Signed for and on behalf of **Maranoa Regional Council** Julie Reitano
In the presence of Lauren Owen

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

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch)..... Peter Biagini
In the presence of: Margarita Cerrato

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

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

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

Schedule 1 – WAGES SCHEDULE

LOCAL GOVERNMENT EMPLOYEES' (EXCLUDING BRISBANE CITY COUNCIL) AWARD – STATE 2003	Rate effective prior to the commencement of this Agreement	Rate effective at 1 st November 2012	Rate effective at 1 st November 2013	Rate effective at 1 st November 2014
		\$30.00 per week	\$30.00 per week	\$30.00 per week
Classification Level	Weekly Salary 38 hour week	Weekly Salary 38 hour week	Weekly Salary 38 hour week	Weekly Salary 38 hour week
Level 2	\$ 835.98	\$ 865.98	\$ 895.98	\$ 925.98
Level 3	\$ 848.45	\$ 878.45	\$ 908.45	\$ 938.45
Level 4	\$ 861.05	\$ 891.05	\$ 921.05	\$ 951.05
Level 5	\$ 875.92	\$ 905.92	\$ 935.92	\$ 965.92
Level 6	\$ 901.10	\$ 931.10	\$ 961.10	\$ 991.10
Level 7	\$ 926.92	\$ 956.92	\$ 986.92	\$ 1,016.92
Level 8	\$ 950.38	\$ 980.38	\$ 1,010.38	\$ 1,040.38
Level 9	\$ 976.20	\$ 1,006.20	\$ 1,036.20	\$ 1,066.20

BUILDING TRADES PUBLIC SECTOR AWARD STATE 2002	Rate effective prior to commencement of Agreement	Rate effective at 1st November 2012	Rate effective at 1st November 2013	Rate effective at 1st November 2014
		\$30.00 per week	\$30.00 per week	\$30.00 per week
Classification Level	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
BW1(a)	\$ 763.42	\$ 793.42	\$ 823.42	\$ 853.42
BW1(b)	\$ 783.45	\$ 813.45	\$ 843.45	\$ 873.45
BW1(c)	\$ 810.43	\$ 840.43	\$ 870.43	\$ 900.43
BW1(d)	\$ 835.50	\$ 865.50	\$ 895.50	\$ 925.50
BW2	\$ 875.92	\$ 905.92	\$ 935.92	\$ 965.92
BT1	\$ 901.10	\$ 931.10	\$ 961.10	\$ 991.10
BT2 +12pt	\$ 926.92	\$ 956.92	\$ 986.92	\$ 1,016.92
BT3 +24pt	\$ 950.38	\$ 980.38	\$ 1,010.38	\$ 1,040.38
BT1 LH	\$ 1,002.14	\$ 1,032.14	\$ 1,062.14	\$ 1,092.14
BT2 LH	\$ 1,027.34	\$ 1,057.34	\$ 1,087.34	\$ 1,117.34
Apprentice 1st Year	\$ 411.21	\$ 441.21	\$ 471.21	\$ 501.21
Apprentice 2nd Year	\$ 527.38	\$ 557.38	\$ 587.38	\$ 617.38
Apprentice 3rd Year	\$ 682.29	\$ 712.29	\$ 742.29	\$ 772.29
Apprentice 4th Year	\$ 798.46	\$ 828.46	\$ 858.46	\$ 888.46

ENGINEERING AWARD – STATE 2002	Rate effective prior to commencement of Agreement	Rate effective at 1st November 2012	Rate effective at 1st November 2013	Rate effective at 1st November 2014
		\$30.00 per week	\$30.00 per week	\$30.00 per week
Classification Level	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
C14	\$ 763.42	\$ 793.42	\$ 823.42	\$ 853.42
C13	\$ 783.45	\$ 813.45	\$ 843.45	\$ 873.45
C12	\$ 810.43	\$ 840.43	\$ 870.43	\$ 900.43
C11	\$ 835.50	\$ 865.50	\$ 895.50	\$ 925.50
C10	\$ 875.92	\$ 905.92	\$ 935.92	\$ 965.92
C9	\$ 901.10	\$ 931.10	\$ 961.10	\$ 991.10
C8	\$ 926.92	\$ 956.92	\$ 986.92	\$ 1,016.92
C7	\$ 950.38	\$ 980.38	\$ 1,010.38	\$ 1,040.38
C6	\$ 1,002.14	\$ 1,032.14	\$ 1,062.14	\$ 1,092.14
C5	\$ 1,027.40	\$ 1,057.40	\$ 1,087.40	\$ 1,117.40
C4	\$ 1,053.90	\$ 1,083.90	\$ 1,113.90	\$ 1,143.90
C3	\$ 1,105.66	\$ 1,135.66	\$ 1,165.66	\$ 1,195.66
C2 (A)	\$ 1,132.41	\$ 1,162.41	\$ 1,192.41	\$ 1,222.41
C2 (B)	\$ 763.42	\$ 793.42	\$ 823.42	\$ 853.42

CHILDREN'S SERVICES AWARD STATE 2006		Rate effective prior to commencement of Agreement	Rate effective at 1st November 2012	Rate effective at 1st November 2013	Rate effective at 1st November 2014
			\$30.00 per week	\$30.00 per week	\$30.00 per week
Classification Level		Weekly Salary 38 hour week	Weekly Salary 38 hour week	Weekly Salary 38 hour week	Weekly Salary 38 hour week
Assistant Child Services Worker Unqualified	1st year	\$ 764.00	\$ 794.00	\$ 824.00	\$ 854.00
	2nd year	\$ 786.40	\$ 816.40	\$ 846.40	\$ 876.40
	3rd year	\$ 809.00	\$ 839.00	\$ 869.00	\$ 899.00
Child Services Worker Qualified	1st year	\$ 849.00	\$ 879.00	\$ 909.00	\$ 939.00
	2nd year	\$ 864.00	\$ 894.00	\$ 924.00	\$ 954.00
	3rd year	\$ 879.00	\$ 909.00	\$ 939.00	\$ 969.00
Group Leader - 1 Year Qualified	1st year	\$ 914.57	\$ 944.57	\$ 974.57	\$ 1,004.57
	2nd year	\$ 927.51	\$ 957.51	\$ 987.51	\$ 1,017.51
	3rd year	\$ 940.45	\$ 970.45	\$ 1,000.45	\$ 1,030.45
Group Leader - 2 Years Qualified	1st year	\$ 981.85	\$ 1,011.85	\$ 1,041.85	\$ 1,071.85
	2nd year	\$ 994.79	\$ 1,024.79	\$ 1,054.79	\$ 1,084.79
	3rd year	\$ 1,007.72	\$ 1,037.72	\$ 1,067.72	\$ 1,097.72
Group Leader - 3 Years Qualified	1st year	\$ 1,007.72	\$ 1,037.72	\$ 1,067.72	\$ 1,097.72
	2nd year	\$ 1,007.72	\$ 1,037.72	\$ 1,067.72	\$ 1,097.72
Assistant Director - 2 Years Qualified	1st year	\$ 1,018.07	\$ 1,048.07	\$ 1,078.07	\$ 1,108.07
	2nd year	\$ 1,028.41	\$ 1,058.41	\$ 1,088.41	\$ 1,118.41
	3rd year	\$ 1,038.77	\$ 1,068.77	\$ 1,098.77	\$ 1,128.77
Assistant Director - 3 Years Qualified	1st year	\$ 1,049.12	\$ 1,079.12	\$ 1,109.12	\$ 1,139.12
	2nd year	\$ 1,059.47	\$ 1,089.47	\$ 1,119.47	\$ 1,149.47
Director - 2 Years Qualified	1st year	\$ 1,100.88	\$ 1,130.88	\$ 1,160.88	\$ 1,190.88
	2nd year	\$ 1,113.81	\$ 1,143.81	\$ 1,173.81	\$ 1,203.81
	3rd year	\$ 1,131.93	\$ 1,161.93	\$ 1,191.93	\$ 1,221.93
	4th year	\$ 1,147.59	\$ 1,177.59	\$ 1,207.59	\$ 1,237.59

AWARD FOR ACCOMMODATION AND CARE SERVICES EMPLOYEES FOR AGED PERSONS - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2004		Rate effective prior to commencement of Agreement	Rate effective at 1st November 2012	Rate effective at 1st November 2013	Rate effective at 1st November 2014
			\$30.00 per week	\$30.00 per week	\$30.00 per week
Classification Level		Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
Personal Care Attendant (PCA) Full Time	20 yrs & Over	\$ 764.60	\$ 794.60	\$ 824.60	\$ 854.60
	19 Years	\$ 616.30	\$ 646.30	\$ 676.30	\$ 706.30
	18 Years	\$ 616.30	\$ 646.30	\$ 676.30	\$ 706.30
	Under 18 yrs	\$ 556.98	\$ 586.98	\$ 616.98	\$ 646.98
Laundry Hand Full Time	20 yrs & Over	\$ 694.60	\$ 724.60	\$ 754.60	\$ 784.60
	19 Years	\$ 546.30	\$ 576.30	\$ 606.30	\$ 636.30
	18 Years	\$ 546.30	\$ 576.30	\$ 606.30	\$ 636.30
	Under 18 yrs	\$ 486.98	\$ 516.98	\$ 546.98	\$ 576.98

NURSES ' AWARD STATE 2005		Rate effective prior to commencement of Agreement	Rate effective at 1st November 2012	Rate effective at 1st November 2013	Rate effective at 1st November 2014
			\$30.00 per week	\$30.00 per week	\$30.00 per week
Classification Level		Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>	Weekly Salary <i>38 hour week</i>
Assistant in Nursing	Min 21+	\$ 730.10	\$ 760.10	\$ 790.10	\$ 820.10
	1st year	\$ 618.70	\$ 648.70	\$ 678.70	\$ 708.70
	2nd year	\$ 658.00	\$ 688.00	\$ 718.00	\$ 748.00
	3rd year	\$ 695.80	\$ 725.80	\$ 755.80	\$ 785.80
	4th year	\$ 769.80	\$ 799.80	\$ 829.80	\$ 859.80
	5th year	\$ 791.20	\$ 821.20	\$ 851.20	\$ 881.20
Occupational Health Nurse Grade 1	1st year	\$ 874.50	\$ 904.50	\$ 934.50	\$ 964.50
	2nd year	\$ 898.12	\$ 928.12	\$ 958.12	\$ 988.12
	3rd year	\$ 920.48	\$ 950.48	\$ 980.48	\$ 1,010.48
	4th year	\$ 946.87	\$ 976.87	\$ 1,006.87	\$ 1,036.87
Occupational Health Nurse Grade 2	1st year	\$ 874.50	\$ 904.50	\$ 934.50	\$ 964.50
	2nd year	\$ 898.12	\$ 928.12	\$ 958.12	\$ 988.12
	3rd year	\$ 920.48	\$ 950.48	\$ 980.48	\$ 1,010.48
	4th year	\$ 946.87	\$ 976.87	\$ 1,006.87	\$ 1,036.87
	5th year	\$ 971.29	\$ 1,001.29	\$ 1,031.29	\$ 1,061.29
	6th year	\$ 995.72	\$ 1,025.72	\$ 1,055.72	\$ 1,085.72
	7th year	\$ 1,020.15	\$ 1,050.15	\$ 1,080.15	\$ 1,110.15
	8th year	\$ 1,042.40	\$ 1,072.40	\$ 1,102.40	\$ 1,132.40

Schedule 2 – GRADER OPERATOR LEVEL & SKILLS ALLOWANCE FRAMEWORK

Base Award Level	1 November 2012 EBA Weekly Rate	Descriptor
Local Government Employee's Award Level 6	\$931.10	Perform maintenance grading work to an appropriate standard;
		Basic grading of unsealed or rural roads;
		Ability to operate a grader following formation and grade;
		When directing the work of other plant Leading Hand Allowance is applicable.
Local Government Employee's Award Level 7	\$956.92	This level is a leadership role and Leading Hand Allowance applies .
		Perform high quality maintenance grading;
		Perform construction grading to an appropriate standard;
		Ability to spread hot asphalt to vertical and horizontal alignment;
		Ability to mix, spread and lay out for gravel resheet;
		Ability to mix, spread, lay out and trim gravel pavement to provide lateral, longitudinal and vertical alignment to level;
		Basic use of lasers (where fitted and/or appropriate utilised);
		Read and interpret plans;
		Learning to perform Final Trim;
		Direct the work of other machinery i.e water trucks, rollers etc.
		Assist in the training and development of trainees and apprentices*
		Gain knowledge of and demonstrate basic leadership skills by:
		➤ Providing guidance to other team members
		➤ Solving routine problems
		➤ Complex problems are identified and resolved with assistance from others
		➤ Checking materials supplied to the site and comparing material against specifications
➤ Regular on-site progress and quality checks.		

Local Government Employee's Award Level 8	\$980.38	This level is a leadership role and Leading Hand Allowance applies .
		Ability to trim to pegs to an appropriate standard;
		Proficient in the use of lasers (employee must still have the ability to operate the Grader without lasers. Where lasers become faulty or are unavailable the operator must have the ability to operate the grader to a standard);
		Consistently perform work to Main Road standard;
		Competently carry out Final Trim.
		Assist in the training and development of trainees, apprentices and other machine operators*
		Gain knowledge of and demonstrate intermediate leadership skills by:
		➤ Providing assistance to lower classified employees concerning established practices and procedures
		➤ Assisting in establishing the objectives of minor works
		➤ Identifying problems with work processes and make suggestions for improvement
		➤ Modifying work processes to suit changing circumstances, after consultation with supervisor or other relevant personnel.
Local Government Employee's Award Level 9	\$1,006.08	This level is a leadership role and Leading Hand Allowance applies.
		Consistently deliver high quality Grader outcomes with the ability to deliver a very high standard of pavement ride;
		Ability to trim to tolerances and consistently meet an appropriate standard;
		Ability to carry out technical measurements and calculations;
		Perform Basic Quality Assurance functions;
		A willingness and ability to train other grader operators in any aspect of grader operation* (although this is an expectation for all Grader Operators, there is an expectation at this level, the operator would have expert knowledge and sufficient experience to train other operators in any of the Grader functions;
		Gain knowledge of and demonstrate developed leadership skills by:
		➤ Plan work from an analysis of the required outcomes, standard work procedures, available time, resource

		requirements and known priorities
		➤ Processes are put in place to supervise on-site work to ensure the performance of work to industry, regulatory and contractual standards
		➤ Applying communication and interpersonal skills to facilitate dispute prevention and resolution
		➤ Assisting in planning and coordination of activities of employees within a single works function
		➤ Assisting in the supervision of the day-to-day operation of a minor works project
		➤ When required, be available to sit on the assessment panel and peer review other Council Grader operators

Schedule 3 – TRUCK OPERATOR CLASSIFICATES

Truck Operator Classifications	
Classification	A employee at this Level would be required to drive and operate:
Local Government Employee's Award Level 5	2 axle vehicle or any other rigid vehicle exceeding 4.3 tonne G.V.M. and up to 13.9 tonnes G.V.M.; and Rigid vehicles greater than 13.9 tonnes G.V.M, and up to 22.4 tonnes G.V.M inclusive; and Rigid vehicle with trailer greater than 13.9 tonnes G.V.M, and up to 22.4 tonnes G.V.M inclusive.
Local Government Employee's Award Level 6	Rigid articulated vehicles with 3 axles or more with a G.V.M. greater than 22.4 tonnes and up to 32 tonne G.C.M including: <ul style="list-style-type: none"> ➤ Water Trucks ➤ Street sweepers
Local Government Employee's Award Level 7	Rigid articulated vehicles with a G.C.M greater than 32 tonnes and up to 42.5 tonnes including duel rear axle vehicles towing the following: <ul style="list-style-type: none"> ➤ Tag trailers ➤ Dog trailers ➤ Pig trailers ➤ Semi trailers ➤ Low loader up to 42.5 tonne
Local Government Employee's Award Level 8	Double articulated including B/Double or rigid vehicles with a G.C.M greater than 42.5 tonnes; and Low loader greater than 42.5 tonne. Quad Dog over 55.5 tonne Jetpatcher