

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Balonne Shire Council Certified Agreement (Officers) 2012

*Matter No. CA/2012/556*

Deputy President Swan

31 January 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 31 January 2013 the Commission certifies the following written agreement:

Balonne Shire Council Certified Agreement (Officers) 2012 – CA/2012/556.

Made between:

Balonne Shire Council  
Queensland Services, Industrial Union of Employees

The agreement was certified by the Commission on 31 January 2013 and shall operate from 31 January 2013 until its nominal expiry on 28 June 2015.

This agreement replaces Balonne Shire Council Certified Agreement (Officers) 2009 – CA/2009/72.

By the Commission.

Deputy President Swan



***BALONNE SHIRE COUNCIL  
CERTIFIED  
AGREEMENT (OFFICERS)  
2012***

# PART 1

## 1.1 TITLE

This agreement shall be known as the Balonne Shire Council Certified Agreement (Officers) 2012.

## 1.2 ARRANGEMENT

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## **1.3 DEFINITIONS**

### **Award**

The Award as set out in Clause 1.4.

### **Productivity**

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include:

- a) the provision of the same level and quality of services at a lesser input;
- b) the provision of a greater level of customer service at the same or lesser input;
- c) the development of a capacity to provide increased services in those work units where growth is occurring;
- d) updated technology;
- e) an agreed combination of the above.

## **1.4 RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and applied wholly in conjunction with the terms of the Queensland Local Government Officers' Award 1998 as amended provided that where there is any intended inconsistency between this agreement and the above award, this agreement shall prevail to the extent of that inconsistency.

It is a term of this agreement that all the terms and conditions of the underpinning award or its successor shall apply to all employees including trainees, provided that, in the event of any inconsistency between the terms of the award and any agreement, the agreement shall prevail to the extent of the inconsistency.

The employer is committed during the life of this agreement and in its renegotiation to negotiate collectively with the QSU and their nominated representatives for the purposes of making a new agreement.

### **1.4.1 LOCAL AREA WORK AGREEMENTS (LAWA)**

#### **General**

- (a) Unless specifically mentioned in Schedule A of this agreement, all Local Area Work Agreements (both verbal and written) registered or otherwise will be deemed not to exist from the date of operation of this agreement.
- (b) Changes to existing employment conditions, which contribute to increased productivity and employee benefits, can be initiated by employees, unions and management through consultation at the workplace level.
- (c) The aim of a LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- (d) The parties recognise that a LAWA may vary the conditions of employment, however, when viewed as a whole the employee will not be in an inferior overall position when employed under the terms of a LAWA than they would be under the terms of the parent agreement.

- (e) Actions that may be undertaken when developing a LAWA include, but are not limited to:
- Eliminating impediments to multi-skilling and broadening the range of tasks that an employee may be required to perform;
  - Altering the working patterns in an arrangement to enhance flexibility and efficiency of the Council as a whole.

#### Procedure

- (f) LAWAs may be negotiated during the life of this agreement in accordance with the following procedure:
1. Negotiation for a LAWA will be initiated, by written request for negotiation addressed to all parties directly concerned.
  2. Such a request is to provide all necessary information pertaining to the proposed LAWA including the following:
    - (a) The issues identified or conditions to be addressed;
    - (b) Proposed commencement date of the LAWA;
    - (c) Proposed trial and/or sunset arrangements;
    - (d) An indication whether the LAWA will affect or have implications for areas within Council outside the specific area that the LAWA will apply to; and
    - (e) Any other relevant matter.
  3. Following a request for a LAWA, a transparent and participatory process is to be implemented. This process is to involve all affected parties in the negotiation, and will, at least, include the following:
    - (a) Identification of performance objectives;
    - (b) Review and selection of appropriate work design and work methods; and
    - (c) Implementation and review of the changes at an agreed time.
  4. A majority of employees affected by the LAWA must vote in favour of it to be accepted. A majority is deemed to be fifty one (51) per cent.
  5. When majority agreement is reached, the LAWA is to be forwarded to the Chief Executive Officer and State Secretary of the relevant Unions for endorsement.

#### Certification

- (g) 1. The LAWA will be filed for certification in the Queensland Industrial Relations Commission. This certification may take the form of variation to this agreement, and be attached as an inclusion at Schedule A, Local Area Work Agreements.
2. A party may seek to terminate the LAWA by providing one (1) month's notice in writing.

## **1.5 PARTIES BOUND**

The Parties to the Agreement shall be:

BALONNE SHIRE COUNCIL and the

QSU – QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES

## **1.6 APPLICATION**

The Agreement shall apply to the Council, the above-named Union and its members and officers employed by the Council under the relevant Award including employees engaged under a group training scheme where Council is the host employer but excluding the Chief Executive Officer (CEO) and senior contract employees.

## **1.7 DATE AND PERIOD OF OPERATION**

This Agreement shall commence on the date of certification by the Industrial Relations Commission and remain in force until 28<sup>th</sup> June 2015.

The Parties agree that negotiations for the next Agreement will commence no later than 26 weeks before the expiry date of this agreement.

## **1.8 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE**

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

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

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 QSU.

Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the QSU who will attempt to facilitate a resolution.

If after the above steps the matter remains unresolved, the dispute shall be referred to the Industrial Relations Commission for conciliation and if the matter remain unresolved arbitration.

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.

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

The above procedures do not restrict the Council or an authorised officer of the QSU from making representations to each other at any stage in this procedure.

## **1.9 SINGLE BARGAINING**

For the purpose of negotiating and implementing a Certified Agreement a Single Bargaining Unit (SBU) has been established comprising of unions and representatives elected by employees and consists of up to six (6) representatives.

## **1.10 ENTERPRISE BARGAINING TEAM**

As a practical vehicle to facilitate negotiations between unions and management and to implement this Agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of all the members of the SBU and six (6) management representatives. Management representatives include three (3) elected members of Council. The EBT will meet regularly to monitor progress in regard to this agreement.

# **PART 2**

## **2.1 BACKGROUND TO THE AGREEMENT**

The aim of this Agreement is: -

- (a) To improve productivity and efficiency within the Council;
- (b) To facilitate greater flexibility of working arrangements within the framework of this Agreement;
- (c) To ensure continued Local Government reform and response to State/Federal Government reforms (eg Department of Main Roads road works contracts), using a consultative approach;
- (d) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement; and
- (e) To provide the time, resources, processes and people for the above to occur.

## **2.2 OBJECTIVES OF THE AGREEMENT**

### **2.2.1 AGREEMENT OBJECTIVES**

- (a) Increase both accountability and responsiveness to the community and deliver significant benefits to the customers of the Council.
- (b) Participation by Council, management, employees and their unions and customers in the continuous improvement process particularly in the development of more efficient work practices and quality improvement.
- (c) Use of Council's best endeavours to maintain employment security for all current employees.
- (d) Achieve 'best practice' in the areas of service levels to customers, and Equal Employment Opportunity, Occupational Health and Safety, Environmental performance and the development and implementation of a Code of Conduct for employees.
- (e) Develop a team approach and a more co-operative working environment.

## **2.2.2 NO EMPLOYEE SHALL BE DISADVANTAGED**

No employee shall be disadvantaged in respect of the following as a result of implementation of this Certified Agreement:

- (a) employment security
- (b) salary and conditions of employment
- (c) career structure
- (d) occupational health and safety

## **2.3 PRODUCTIVITY MEASUREMENT**

The Parties agree that quantitative measurement of productivity is difficult in the service sector, and in Local Government in particular.

The Parties recognise that improved service to the public and internal clients constitutes a productivity increase within Council.

Where possible, the Parties will aim to improve the quality, efficiency and accessibility of client services.

The Parties agree through consultative processes to explore the development of benchmarks and performance indicators.

The Parties agree that the following principles will apply in the development of benchmarks and performance indicators:

- (a) benchmarks and performance indicators will be jointly developed and agreed between the Parties;
- (b) benchmarks and performance indicators must take into account quality of service provision, rather than purely cost considerations;
- (c) benchmarks and performance indicators must be easily understood by the workforce;
- (d) benchmarks and performance indicators measure overall Council and team performance, not individual performance. They are not linked to processes dealing with individual performance planning and review/performance appraisal, or unsatisfactory work performance;
- (e) the benchmarks and performance indicators must be capable of being applied in a non-discriminatory manner;
- (f) such indicators shall be developed by the Enterprise Bargaining Team;
- (g) benchmarks and performance indicators will not be based on trade offs, short term cost cutting measures or simply the notion of savings being made through reductions of services to the community.

## **2.4 TRAINING**

The parties are committed to a training and development program which will enhance the current and future performance of the Council and its employees. To this end a Training Policy has been developed and forms part of this document. (refer SCHEDULE "D")

## **2.5 QUALITY ASSURANCE**

Quality is one of the measures of productivity and the parties are committed to cooperation and participation in the Council's Quality Assurance program.

## **2.6 WORKPLACE HEALTH AND SAFETY**

The Council is committed to ensuring that all parties, including sub-contractors, comply with the provisions of the Workplace Health and Safety Act 2011.

## **2.7 EMPLOYMENT SECURITY**

The Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.

The parties agree the use of indirect employment arrangements such as contractors, labour hire, agencies and casual labour, are not the preferred method of delivery of services.

Council will maintain a permanent workforce during the term of this agreement. Council will not use any shared resource joint enterprises or shared services companies (however named) unless they are wholly owned and operated by one or more Queensland local governments.

It is the intention of Council that service delivery levels provided by Council will be maintained and/or improved during the term of this agreement. Savings through economies of scale or otherwise will be returned to the community through additional services and service levels and not as reductions in staffing levels or employment conditions or wages.

Council acknowledges that 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.

# **PART 3**

## **3.1 WAGE INCREASE**

- (a) Subject to certification by the Industrial Relations Commission, this Agreement provides for the following salary increases:-
- 1) 4% per annum increase in the applicable rate as detailed in the attached schedule of salaries (Schedules B and C) payable from 2<sup>nd</sup> July 2012,
  - 2) a further 4% per annum payable from 1<sup>st</sup> July 2013,
  - 3) and another 4% per annum from 30<sup>th</sup> June 2014.
- (b) Any award increases after the commencement of this agreement, and for the life of this agreement (refer Clause 1.7) shall be absorbed into the wage increases referred to in Sub-clause 3.1 (a) herein. Refer schedule B and Schedule C.

### **3.2 NO EXTRA CLAIMS**

The parties to this Agreement agree not to pursue any further claims during the duration of this agreement.

The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement.

### **3.3 SERVICE INCREMENT PAYMENT**

The parties agree that in addition to the salaries set out in clause 3.1 of this agreement the following increases will be paid to employees in recognition of their long service with Council:-

#### **CONTINUOUS SERVICE**

#### **SALARY INCREASE**

5 years to less than 10 years	\$10.00 per week
10 to less than 15 years	\$15.00 per week
15 years and over	\$20.00 per week

To be entitled to this payment, the officer must have completed the appropriate number of year's continuous service with the Balonne Shire Council.

The following "breaks" in service do not break the officers' continuity of service but the duration of the break is not counted as service.

- (a) Leave of Absence - eg where the employer agrees to allow the officer time off without pay including unpaid absences for sickness, injury etc. It is considered that Workers' Compensation is leave granted by the employer through injury, referred to above. Continuity of service is not broken but time lost does not count as service.
- (b) Termination through Illness or Injury - either by the officer or employer providing the officer is re-employed by the Balonne Shire Council and the officer did not have another job during the time off

### **3.4 STAFF SUPERVISING STATE AGREEMENT STAFF**

- (a) The parties agree that from the commencement of this agreement employees who supervise State Agreement employees and are required to work the same ordinary hours as their workers are to be paid for the 38 hours per week worked, at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of the 36.25 hours per week are to be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.
- (b) Further to sub-clause 3.4 (a), the parties agree that all leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave.
- (c) The parties further agree that due to State Agreement Employees no longer being in receipt of a Construction, re-construction, alteration, repair and/or Maintenance Work Allowance (Refer to BSC Certified Agreement (State) 2005), this allowance will no longer be paid to employees covered by this agreement from the commencement of this agreement.

## **PART 4**

### **4.1 SICK LEAVE**

The parties agree that the cap on sick leave as provided in clause 24.5.8 of the Award shall be 52 weeks and that the accrual of sick leave above the 32 week cap shall commence on 24<sup>th</sup> November, 2000.

### **4.2 ANNUAL CHRISTMAS CLOSE DOWN**

The parties agree that employees covered by this agreement will, if required, co-operate with a general close down for a maximum of 5 days between or around Christmas and New Years day each year.

During such a close down employees will take annual leave, accrued rostered days off or accrued time off in lieu of over time or a combination of these and/or other leave entitlements.

A skeleton staff to undertake essential services and an on call roster to deal with emergency requirements shall be maintained during such a close down.

A minimum of one months notice will be given of the intention of a Christmas close down.

### **4.3 TIME OFF IN LIEU OF OVERTIME**

The parties agree that, subject to mutual agreement with their supervisor, any officer in receipt of a salary at any level under the General Salary Scale of the parent award may, upon claiming for overtime, be given time off (TOIL) equivalent to time worked in lieu of the payment of overtime as prescribed under the Parent Award.

### **4.4 OPTIONAL 19 DAY WORKING FOUR WEEK PERIOD**

From the commencement of this agreement a 36.25 weekly hours of work arranged as a 19 day month will apply to all existing employees and to all new employees for the life of this agreement, however, employees subject to this agreement may elect on a voluntary basis to be excluded from this arrangement

- (a) For those employees who voluntarily elect to be excluded from the 19 day month, such officer shall receive an additional \$20 per week over and above the wage increase detailed in Clause 3.1 herein.
- (b) At the commencement of each twelve month period of this agreement, an officer may elect to work a 19 day month or be excluded from the RDO arrangement, provided that once an officer agrees to work under this arrangement he/she will not be permitted to return to the alternate spread of hours until the expiration of each fully completed twelve month period of the agreement. Commencement dates for the twelve monthly periods shall be first day of the pay period which contains the 1<sup>st</sup> July each year.

#### 4.5 MAXIMUM ACCRUAL OF TOIL OR RDO'S

- (a) The parties agree that unless authorised by the Chief Executive Officer (or his/her delegate) the maximum accrual in total of TOIL and RDO's at any time will be 5 days.

For example Jane may have 2 accrued RDO's and 3 days accrued TOIL. Jane has reached the 5 days maximum accrual and may not accrue any additional TOIL or RDO's without the authorisation of the Chief Executive Officer (or his/her delegate).

- (b) The parties agree that accrued TOIL or RDO's shall be taken at times mutually agreed to between the officer and their supervisor.
- (c) The parties agree that untaken TOIL accrued from the date of commencement of this agreement shall, upon termination of the officer's employment be paid out at the relevant overtime rates as prescribed in the parent award.
- (d) The parties agree that no TOIL accrued from the date of commencement this agreement shall be paid out other than in accordance with sub-clause (c)
- (e) The parties agree that TOIL or RDO shall not be accrued without the consent of the officer's supervisor.

#### 4.6 CAMP ALLOWANCE/TRAVELLING TIME

- (a) Where for the performance of work it is necessary for an officer to live in a camp, such officer shall be paid a camping allowance for each night he or she lives in a camp or optionally travels in accordance with sub-clause (f). This allowance is in lieu of any camping allowances payable under the parent awards and shall be paid from and including the date of effect and in the amounts indicated in the following table:-

Date of Effect	Camp Allowance (per night)
2 <sup>nd</sup> July 2012	\$40.00

- (b) Officers required to work at a job site which is less than 20 kilometres travelling distance from the camp or depot shall travel to and from the job site in their own time without payment.
- (c) Officers required to work at a job site which is further than 20 kilometres travelling distance from the camp or depot shall travel to and from the job site in their own time and shall be paid for actual travelling time in accordance with the parent award with a minimum payment of 15 minutes each way.
- (d) Unless directed otherwise, travel to the camp at the commencement of the working week shall be in the officer's time with payment in accordance with the parent award.
- (e) Unless directed otherwise, travel from the camp at the end of the working week shall be in the officer's time with payment in accordance with the parent award.
- (f) Officers may optionally:-

- (1) Travel home from the camp on Wednesday nights and return to the camp on

Thursday mornings and be paid the camp allowance except where the Wednesday night falls within a week in which a Rostered Day Off as defined under clause 4.4 falls; or

(2) Remain in camp on Wednesday nights.

(g) Travel from the camp on Wednesday nights and to the camp on Thursday mornings shall be in a Council vehicle, in the officer's own time and without payment of travelling time. Council reserves the right to minimise the number of vehicles used for travel under such arrangements.

#### **4.7 PRODUCTIVITY AND EFFICIENCY IMPROVEMENTS**

- (a) All parties agree that improvements in productivity and efficiency can be gained by the following:
- (b) Maximise time of actual work during the officer's period at work.
- (c) Smoko is to be brought to work in the mornings (there will be no leaving the job site or depot or office to go and get smoko) and smoko will be taken preferably at the job site or alternatively at the depot or office whichever is the more practicable and efficient.
- (d) No under-utilisation of manpower, plant and equipment.
- (e) The continuation of care for plant and equipment including regular and preventative maintenance checks as well as internal and external cleaning of the units.

#### **4.8 CONSULTATION AND COMMUNICATION AND FACILITIES**

##### Consultation and Communication

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Enterprise Bargaining Team shall be responsible for the role of co-ordinating the reforms set out in this Agreement and ensuring effective communication between management, the Enterprise Bargaining Team, the Single Bargaining Unit and employee work teams.

The parties are committed to a consultative process which aims to effect a change in the organisation's culture through co-operation. Management will assist and support these processes by providing resources and staff to participate where required.

##### Facilities

Subject to the discretion and approval of the Chief Executive Officer the following facilities will be made available to the parties involved in any consultative forum set up in accordance with this agreement:

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay under the relevant award will be paid. This includes travelling to and from meetings.
- (b) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.
- (c) Access to a room with normal office facilities shall be provided for representatives of the

parties to discuss matters associated with consultative forums established under this agreement.

No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

#### **4.9 LEAVE TO BE TAKEN**

It is agreed between the parties that:-

- (a) All annual leave, accrued prior to the date of certification of this Agreement, shall be taken within two years of that date unless approved otherwise by the Chief Executive Officer; and
- (b) No officer shall accrue an untaken annual leave balance of more than ten (10) weeks unless approved otherwise by the Chief Executive Officer; and
- (c) Annual leave shall not be taken in less than one (1) day blocks unless approved otherwise by the Chief Executive Officer.

#### **4.10 FLEXIBILITY OF MEAL BREAKS**

It is agreed between the parties that, where the efficiency of Council may be increased through a job being completed or work being continued for up to one hour into the normal meal break, the meal break may be delayed without penalty on the understanding that such meal break occurs prior to the commencement of the sixth (6<sup>th</sup>) hour of work. It is also agreed that where the efficiency of Council may be increased that a meal break of 30 minutes may be taken without penalty on the understanding that the officer concerned ceases work 30 minutes earlier on the same day.

#### **4.11 FLEXIBLE WORKING HOURS**

The spread of hours in which a normal day can be worked may be altered as to all, or a group of officers provided there is mutual agreement between the officer/s concerned and Council.

A request to alter the spread of ordinary hours may be initiated by either officers or Council and shall be limited to work performed Monday to Friday. Any alteration to the spread of ordinary hours shall, in all instances, be preceded by consultation between officers and Council to address the specific needs of either party.

Payment of overtime shall not apply in instances where ordinary hours are worked inside the hours of 5:00 am and 7:00 pm. The maximum number of daily hours shall not be exceeded.

Notwithstanding the above, it is agreed by the parties that the starting and finishing times of relevant staff may be varied without the payment of penalties to facilitate the extension of Council's office opening hours to a total of 9.25 hours per day between 8:00am and 5:15pm Monday to Friday.

#### **4.12 LEAVE TRANSFER**

The parties agree that employees may voluntarily apply to transfer up to two (2) days, in multiples of one (1) day minimum, of their accrued annual leave to an emergency leave pool for use by a fellow employee or employees in circumstances as follows:-

- (a) The fellow employee requires leave from work to care for a seriously ill relative; and
- (b) The fellow employee does not have sufficient sick, annual, long service or other leave accrued to allow leave from work for the term of care required; and
- (c) The fellow employee does not have access to other statutory benefits (eg. Sickness Benefits); and
- (d) The fellow employee submits an application for use of the emergency leave which is approved by the Chief Executive Officer. Any disputes regarding the use of emergency leave shall be referred to the disputes procedure clause 1.8.

or

- (a) The fellow employee requires leave from work because of prolonged illness; and
- (b) The fellow employee does not have sufficient sick, annual, long service or other leave accrued to allow leave from work; and
- (c) The fellow employee does not have access to other statutory benefits (eg. Sickness Benefits); and
- (d) The fellow employee does not have access to loss of income insurance payments; and
- (e) The fellow employee submits an application for use of the emergency leave which is approved by the Chief Executive Officer. Any disputes regarding the use of emergency leave shall be referred to the disputes procedure clause 1.8.

Further, it is agreed that no employee shall transfer more than two (2) days annual leave to the emergency leave pool in any twelve (12) month period commencing from the date of the original transfer.

Further, it is agreed that any unused leave in the emergency leave pool shall returned to the employees who transferred the leave on a pro-rate basis.

Any disputes regarding this clause will be dealt with in accordance with the disputes handling process.

#### **4.13 ANNUALISED ALLOWANCES**

The parties agree that the following allowance will not be claimed during the term of this agreement:-(a) Meal Allowance (Clause 12.3 of the Award)

#### **4.14 TRAVEL TIME FOR TRAINING**

The parties agree that payment for travel time to attend a Council approved course of training, retraining or work related conference/seminar outside normal hours of work including Saturdays and Sundays will be as provided for in the Council training policy . (SCHEDULE "D")

#### **4.15 UNIFORM ALLOWANCE**

- (a) The parties agree that there are public relations and staff morale benefits achieved through the wearing of a corporate uniform.
- (b) From the commencement of this agreement the Council will, subject to the requirements of its Personal Protective Clothing/Uniform Policy, pay an annual contribution to office employees under such Policy of up to \$300.

#### **4.16 SALARY SACRIFICE**

Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The Chief Executive Officer, on behalf of Council, and an employee, may agree in writing, that the employee can sacrifice a part of their salary to superannuation.

The salary of the employee for the purposes of any allowances or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in award enterprise agreement salary as subsequently increased in accordance with this agreement.

The Council encourages the employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.

All salary sacrifice agreements will be subject to any federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and to the requirements of the Local Government Superannuation Scheme.

The costs of any outgoings that might be incurred by the Council in a salary sacrifice or salary packaging arrangement shall be borne by the employee.

#### **4.17 REDUNDANCY**

In the event of redundancies and/or redeployment being decided on due to any reason, Council in the first instance will notify all parties.

It is further agreed between the parties that should any redundancies be necessary, that a redundancy package will be negotiated prior to finalisation of such redundancies.

#### **4.18 BEREAVEMENT LEAVE**

The parties agree that employees may apply for and be granted up to three (3) days paid sick leave to be used in conjunction with the two (2) days paid Bereavement Leave applicable under the relevant Award.

#### **4.19 PROFESSIONAL FEES**

Where membership of a professional organisation is a requirement for the officer concerned to legally administer the provisions of the legislation, the Council is prepared to pay such membership in full.

#### **4.20 WAGE/SALARY MAINTENANCE ON WORKERS COMPENSATION**

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:

- (a) 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
- (b) the employee has accrued sick leave balances available; and
- (c) the employee was employed at the time of the injury or illness and continues to be employed; and
- (d) a Local Government Workcare appointed/authorised medical specialist has certified that the employee is unable to participate in a Suitable Duties Program.

Entitlement to this provision would be decided by the Chief Executive Officer on a case-by-case basis following consultation with the employee concerned, the Workplace Rehabilitation Coordinator, Local Government Workcare and the relevant Unions or representative.

#### **4.21 POSITIVE EMPLOYMENT RELATIONS AND TRADE UNION TRAINING LEAVE**

##### **New Employees**

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

Full details of the QSU workplace delegate will be made available to new employees. New employees will receive information to this effect during their induction session.

##### **Workplace Delegates**

The Council recognises the role that QSU workplace delegate's 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 QSU that an employee has been appointed as a workplace delegate the Council will recognise the employee as an QSU workplace delegate and allow them the following.

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

##### **Facilities and conditions**

The following facilities and conditions will be made available to QSU workplace delegates and members of the Local Government Employment Group or any other employee involved in any consultative forum.

Wherever possible meetings should occur in normal working time;

- (a) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
- (b) Access to a room with normal office facilities will be provided to discuss employment matters.
- (c) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

#### Workplace Delegates Leave

A QSU workplace delegate, or an employee nominated by the QSU, shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following :

- (a) Trade union training or specific QSU training courses approved by the QSU or ASU; and
- (b) QSU or ASU annual or biennial conference; and
- (c) QSU or ASU executive meetings; and
- (d) Biennial congress of the ACTU; and
- (e) To undertake a secondment to the QSU or ASU.

Such paid leave will be subject to the approval of the Chief executive Officer. The approval of the Chief Executive Officer will not be unreasonably withheld.

#### Right of Entry

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

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

#### Meetings

Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations within the employer, including union meetings.

#### Meeting Notices and Newsletters

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

### **4.22 SUPERANNUATION**

For the purposes of this agreement the parties have agreed that pursuant to the federal government choice of fund legislation the approved fund shall be the Local Government Superannuation Fund.

The employer on behalf of the employees shall pay into the approved fund superannuation

payments at least at the minimum prescribed by the Local Government Act 1993.

This agreement binds the employer to pay such superannuation payments only into the approved fund on behalf of all employees both current and future for the life of the agreement.

This agreement further binds all employees both current and future to have superannuation payments paid into the approved fund on their behalf for the life of the agreement.

#### **4.23 MATERNITY LEAVE**

Subject to clause 27.5 Maternity Leave of the Queensland Local Government Officers Award 1998 it is agreed that in addition to this provision Council will provide paid Maternity Leave as follows:-

- (a) Four weeks full time paid leave; or
- (b) Eight weeks half-time paid leave.

The total period of Maternity Leave available to an officer on any one occasion shall be 52 weeks, which is inclusive of the above periods of paid leave.

#### **4.24 JURY SERVICE**

Leave without pay shall be granted to officers required to attend for Jury Duty. Where the amount of Jury fee is less than the normal salary of the officer the Balonne Shire Council shall make up the difference.

#### **4.25 INTRODUCTION TO CHANGE**

***Council is committed to consult on major changes during the life of this agreement with the parties to this agreement.***

#### **4.26 ATTENDANCE BONUS**

Employees shall be paid an attendance bonus of \$250 per calendar year to be included with the last pay period ending prior to 25 December each year.

This bonus will be reduced by \$25 per day or part thereof within that year that an employee utilises their personal leave entitlement. This includes the use of personal leave for any purpose and includes sick leave and carers leave. The calculation of the bonus for a period of employment less than 12 months in any calendar year will be on a pro rata basis.

The number of days or part days of personal leave used shall be calculated by totalling hours used in that period and dividing by number of ordinary hours in a working day for that employee.

Example: Jane works for Balonne Shire Council from 1st January 2010 to 31st December 2010 and uses 18.5 hours Personal leave. Jane has no RDO and normally works a 7.25 hour day. In the last pay before Christmas Jane receives an attendance bonus of \$175.00. Calculated by full year bonus \$250.00 less \$25 for each day or part day personal leave used.

Number of days or part days =  $18.5\text{hr} / 7.25\text{hr} = 2\text{days and }4\text{hours}$   
Total deduction =  $3\text{ days} \times \$25 = \$75.00$   
Total Bonus =  $\$250.00 - \$75.00 = \$175.00$

#### **4.27 INFLUENZA IMMUNISATION**

The parties agree that Balonne Shire Council will meet the out of pocket expenses of any employee subject to this agreement who chooses to receive an influenza vaccination. That is, Council will refund the cost difference of vaccination and any rebate received from Medicare or a Private Health Insurer.

#### **4.28 PART TIME EMPLOYMENT**

All provisions for part time employee shall be as per the Award, except for the following:-

- (a) A part time employee who requests additional hours of work in excess of the ordinary daily or weekly hours prescribed in their contract of employment shall by mutual agreement, be paid at ordinary time rates or banked as TOIL for the extra hours worked.
- (b) Part time employees who are requested by management to work in excess of the ordinary daily or weekly hours prescribed in their contract of employment shall be paid overtime at the prescribed overtime rates or banked as TOIL by mutual agreement for hours worked.
- (c) Any time in excess of 7.25 hours per day 36.25 hours per week shall be paid at the applicable overtime rates or at the employee's election banked as TOIL for hours worked.

### ***SCHEDULE "A"***

Local Area Work Agreements

Nil as at Date of Certification

## SCHEDULE "B"

### Schedule of Salaries

CLASSIFICATION	Annual Rate as at 20/06/2011	Annual Rate from 02/07/2012	Annual Rate from 01/07/2013	Annual Rate from 30/06/2014
Under 17 Yrs Lev 1-1 55%	24,997	25,997	27,037	28,118
17 Years Level 1-1 60%	26,791	27,863	28,978	30,137
18 Years Level 1-1 70%	30,374	31,589	32,853	34,167
19 Years Level 1-1 80%	33,958	35,316	36,729	38,198
20 Years Level 1-1 90%	37,542	39,044	40,606	42,230
LEVEL 1 - 1	41,126	42,771	44,482	46,261
LEVEL 1 - 2	41,822	43,495	45,235	47,044
LEVEL 1 - 3	42,794	44,506	46,286	48,137
LEVEL 1 - 4	43,834	45,587	47,410	49,306
LEVEL 1 - 5	44,877	46,672	48,539	50,481
LEVEL 1 - 6	45,776	47,607	49,511	51,491
LEVEL 2 - 1	46,829	48,702	50,650	52,676
LEVEL 2 - 2	47,871	49,786	51,777	53,848
LEVEL 2 - 3	48,912	50,868	52,903	55,019
LEVEL 2 - 4	49,813	51,806	53,878	56,033
LEVEL 3 - 1	50,854	52,888	55,004	57,204
LEVEL 3 - 2	51,924	54,001	56,161	58,407
LEVEL 3 - 3	52,998	55,118	57,323	59,616
LEVEL 3 - 4	53,929	56,086	58,329	60,662
LEVEL 4 - 1	55,001	57,201	59,489	61,869
LEVEL 4 - 2	56,073	58,316	60,649	63,075
LEVEL 4 - 3	57,146	59,432	61,809	64,281
LEVEL 4 - 4	58,220	60,549	62,971	65,490
LEVEL 5 - 1	59,290	61,662	64,128	66,693
LEVEL 5 - 2	60,217	62,626	65,131	67,736
LEVEL 5 - 3	61,332	63,785	66,336	68,989
LEVEL 6 - 1	63,190	65,718	68,347	71,081
LEVEL 6 - 2	65,050	67,652	70,358	73,172
LEVEL 6 - 3	66,908	69,584	72,367	75,262
LEVEL 7 - 1	68,765	71,516	74,377	77,352
LEVEL 7 - 2	70,623	73,448	76,386	79,441
LEVEL 7 - 3	72,482	75,381	78,396	81,532
LEVEL 8 - 1	74,713	77,702	80,810	84,042
LEVEL 8 - 2	76,944	80,022	83,223	86,552
LEVEL 8 - 3	79,173	82,340	85,634	89,059
LEVEL 8 - 4	81,267	84,518	87,899	91,415
LEVEL 8 - 5	83,361	86,695	90,163	93,770

Note: All rates shown are Total Annual Rates for full time employees.

Training Rates apply as per Schedule "C"

## SCHEDULE "C"

### BALONNE SHIRE COUNCIL - NATIONAL TRAINING WAGE AWARD 2000 - TRAINEES

CLASSIFICATION	Relativity of Rate to ASO 1/1	Wage Rate as at 20/06/2011		Wage Rate as at 02/07/2012		Wage Rate as at 01/07/2013		Wage Rate as at 30/06/2014	
		per week	per hour						
<b>Skill Level A</b>									
School Based traineeship - Year of Schooling - Year 11	39.94%		10.89		11.33		11.78		12.25
School Based traineeship - Year of Schooling - Year 12	44.02%		12.01		12.49		12.98		13.50
Year 10 (50%)*	31.30%	248.00		257.00		268.00		278.00	
Year 10 (33%)	36.52%	289.00		300.00		312.00		325.00	
Year 11 (33%)	39.12%	309.00		322.00		335.00		348.00	
Year 10	39.94%	316.00		329.00		342.00		355.00	
Yr 10+1yr or Yr 11 (25%)	44.02%	348.00		362.00		377.00		392.00	
Yr10+2 or Yr11+1 or Yr12	52.66%	416.00		433.00		450.00		468.00	
Yr10+3 or Yr11+2 or Yr12+1	61.13%	483.00		503.00		523.00		544.00	
Yr10+4 or Yr11+3 or Yr12+2	71.24%	563.00		586.00		609.00		634.00	
Yr10+5 or Yr11+4 or Yr12+3	81.51%	645.00		670.00		697.00		725.00	

## **SCHEDULE "D"**

### **BALONNE SHIRE COUNCIL**

## **OFFICER ACCESS TO CONFERENCES/COURSES, TRAINING AND PROFESSIONAL DEVELOPMENT POLICY**

### **1.0 BACKGROUND**

The primary objective of this policy is to provide equitable and non-discriminatory access to conferences/courses, training and professional development opportunities for all Officers of Balonne Shire Council. Council's performance will be enhanced by encouraging Officers to participate in training and developmental programs and implementing guidelines that ensure the equitable distribution of training dollars across all areas within Council. Balonne Shire Council believes that training and staff development is an investment in the future that not only benefits the individual but the organisation as a whole.

### **2.0 POLICY STATEMENT**

Balonne Shire Council is committed to providing equitable and non-discriminatory access to training and professional development opportunities for all employees to ensure a skilled, adaptive and motivated workforce.

### **3.0 SCOPE**

This policy shall apply to all employees of Balonne Shire Council whilst they are employed by Council.

### **4.0 POLICY OBJECTIVES**

The implementation of these guidelines will provide equitable access to training and development and will ensure increased high performance and continuing development of Officers of Balonne Shire Council. The key objectives of this policy are -

- To provide fair and equal access for all Officers of Balonne Shire Council to training and professional development opportunities;
- To enhance the productivity and performance of Officers;
- To ensure that Council Officers' keep abreast with advancements, technological, professional and/or ideological, in their respective fields of expertise;
- To ensure that training is distributed fairly and equitably throughout all Portfolios within Council;
- To ensure that the training and/or professional development program is both relevant to the Officer's position with Council and serves the Council's best interest and not that of the individual Officer;
- To provide opportunities for Officers to develop career paths; and
- To ensure continued development of Officers;
- To ensure clarity in relation to training for employees undertaking traineeships.

### **5.0 DEFINITIONS**

#### ***Council Representation***

Officer is directed by Council to attend Conference, Training Program, Seminar or Meeting.

<b><i>Mandatory Workplace Training</i></b>	A course undertaken as a condition of an Officer's employment to ensure that they are adequately skilled to perform the duties of their position.
<b><i>Professional Development</i></b>	Officer identifies Developmental Program relevant to their field of expertise (e.g. Annual Professional Conference, Trade Fair, Product Seminar) but is not directed by Council to attend.
<b><i>Self Development</i></b>	A course/seminar/conference/meeting which is not mandatory, however it is relevant to Council's operations.
<b><i>Training Program</i></b>	Officer is required by Council to participate in training course/program. Such training program may be on the job or formal training course.
<b><i>Travelling Time</i></b>	Shall mean (for the purpose of this policy) the difference between the time taken for an employee to travel as directed to an alternative place of work and the time taken for an employee to travel to their usual place of work.

## 6.0 WORKING ARRANGEMENTS

For the purpose of this policy, three (3) categories of training and development programs have been identified i.e. Professional Development, Self Development, Mandatory Workplace Training. Council's responsibility for meeting registration fees and other associated costs (e.g. travelling and accommodation expenses, leave etc) is outlined for each of the categories. In instances where it is not easy to identify which of the categories a program may fall, the Chief Executive Officer shall make a determination. The three categories of training and development programs are –

### 6.1 Professional Development –

Subject to approval officers will be allowed five (5) days per year (inclusive of travelling time) to attend Professional Development Programs.

Council will be responsible for –

- payment of registration fees;
- payment of reasonable accommodation and meal expenses;
- payment of most cost effective and/or time efficient means of travelling to and from the program e.g -
  - airfares;
  - bus fares;
  - provision of a Council vehicle; or
  - reimbursement of actual fuel costs (Officer must provide receipts) if an employee chooses to use their own private vehicle plus 10 cents per kilometre.
  - If no Council vehicle can be provided and Council requires the officer to use their own vehicle reimbursement will be as per the Local Government officers Award.

Travelling time to and from the Program will be paid at ordinary time or alternatively the Officer may request approval for Time-Off-In-Lieu.

### 6.2 Self Development

Council Officers may at any time undertake self development programs.

Self Development programs will normally be undertaken in the Officer's own time and at their own expense. Assistance may be granted at the CEO's discretion. If an Officer is seeking full or partial reimbursement of fees

and additional costs (e.g. residential schools, text books, travel, leave etc) a request for approval must be submitted prior to the commencement of the program.

Full or partial reimbursement of fees and other additional costs will only be made on the satisfactory completion of the unit. If approved, reimbursement of fees will be based on the following scale -

- |                      |  |
|----------------------|--|
| 100% reimbursement - | Training/study directly relevant and essential to Officer's current position with Council.   |
| 75% reimbursement-   | Training/study not directly relevant to Officer's current position but would enhance skills and knowledge base.  |
| 50% reimbursement-   | Training/study not directly relevant to Officer's current position but would assist Officer in attaining a promotional opportunity or alternative position within Council. |
| Nil reimbursement-   | Training/study not relevant to Council operations.   |

The levels of financial assistance provided will be subject to the following conditions–

- That the maximum value of assistance per unit be limited to the value of each undergraduate unit;
- That the quantum of assistance provided in accordance with the Training and Development Policy be accessed by the recipient in the form best suited to their needs i.e. paid time at residential school, course fees etc;
- That prior to accessing any financial assistance, the employee complete a written agreement obligating them to repay a predetermined portion of the assistance (should they leave Council's workforce) in accordance with the following table –

<b>Period of Service after Assistance Provided</b>	<b>% of Assistance Repayable</b>
< 12 months	100%
>/= 12 months and <24 months	66.6 %
>/= 24 months and <36 months	33.3 %
>/= 36 months	Nil

The commencement date from which the period of service will be assessed will be the date upon which a benefit is drawn for the successful completion of a particular unit or course. The liability imposed by this requirement will apply to individual units and not entire courses.

All applications will be considered on a case by case basis by the CEO and approved on sufficient justification and merit.

### **6.3 Mandatory Workplace Training**

If an Officer is directed by Council to undertake training as a condition of their employment Council shall be responsible for meeting the costs associated with the Officer's attendance at the training program. Such training may be on-the-job or a formalised program facilitated by a training provider off site.

Mandatory Workplace Training will also include training that is required to be undertaken by an employee to ensure Council is able to meet legislative requirements and plant operator tickets and licenses.

**Council shall be responsible for –**

- payment of training fees e.g. registration fees / training provider;
- payment of ticket/license fees (if applicable);
- payment of reasonable accommodation and meal expenses (if applicable);

- payment of most cost effective and/or time efficient means of travelling to and from the program e.g -
  - airfares;
  - bus fares;
  - provision of a Council vehicle; or
  - reimbursement of actual fuel costs (Officer must provide receipts) if an employee chooses to use their own private vehicle plus 10 cents per kilometre.
  - If no Council vehicle can be provided and Council requires the officer to use their own vehicle reimbursement will be as per the Local Government officers Award.

If outside ordinary working hours, travelling time to and from the program will be paid at ordinary time or alternatively the Officer may request approval for Time-Off-In-Lieu.

Where actual training is undertaken in addition to or outside the ordinary hours of work Officers' shall be paid in accordance with award conditions.

## **7.0 TRAINEES AND APPRENTICES**

The Department of Employment and Training offers eligible trainees who attend block training travel and an accommodation allowance. In consideration of this financial assistance available from the Government, Council does not in normal circumstances offer any further assistance towards accommodation or travel costs. In exceptional circumstances and at the discretion of the CEO assistance may be offered.

## **8.0 ADMINISTRATIVE PROCEDURES**

The following administrative procedures shall apply:

- An application form for approval must be submitted to the Chief Executive Officer for access to all conferences, courses, training and professional development by officers;
- An application in the appropriate form must be submitted no less than four (4) weeks prior to the conference/course etc. being conducted;
- Failure to submit the form within the appropriate timeframe may result in approval not being given;
- The Chief Executive Officer shall consider applications;
- The Chief Executive Officer in approving applications will consider the number of officers warranted to attend a conference or training;
- Reports must be submitted on the undertaking of Professional Development.
- Access to conferences/courses, training and professional development will be recorded in the training register;
- Consideration of organisational wide training shall be considered by the Chief Executive Officer;
- Officer's may request a cash advance to cover taxi fares, meals etc (Officer must provide receipts and any balance of monies upon return);
- When a Council car is provided and it has a fuel card is available, it must be used to purchase fuel
- Where it is not possible to take a Council vehicle due to other work commitments and requirements, public transport will be arranged in consultation with the relevant employee and to ensure the most cost effective means to Council; and

## **9.0 TRAVELLING TIME**

Travelling time for attendance at Self Development Programs or unofficial attendance at meetings or seminars etc, not approved by Council will not be met by Council.

## **10.0 GRIEVANCE PROCEDURES**

*Shall be as per clause 1.8 of the Balonne Shire (offers) Agreement 2009*

## **PART 5**

### **5.1 SIGNATORIES**

Signed for and on behalf of  
**BALONNE SHIRE COUNCIL**

)  
)

**Donna S Stewart**  
**MAYOR**

In the presence of:

)  
)

**Scott L Norman**  
Chief Executive Officer

Signed for and on behalf of  
**QUEENSLAND SERVICES,  
INDUSTRIAL UNION OF EMPLOYEES**

)  
)

**Jenny Thomas.....**  
Assistant Secretary

In the presence of:

)

Barbara Cochrane