

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Banana Shire Council (BSC) Enterprise Bargaining Agreement 2009 - Certified Agreement

Matter No. CA/2009/81

Commissioner Thompson

14 September 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 14 September 2009 the Commission certifies the following written agreement:

Banana Shire Council (BSC) Enterprise Bargaining Agreement 2009 – Certified Agreement - CA/2009/81

Made between:

Banana Shire Council

AND

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

The agreement was certified by the Commission on 14 September 2009 and shall operate from 14 September 2009 until its nominal expiry on 30 June 2011.

This agreement replaces the following:

- Banana Shire Council Federal Enterprise Agreement 2005 (AG 2005/8638)
- Banana Shire Council State Enterprise Certified Agreement 2005 (CA/2005/682)
- Taroom Shire Council Federal Enterprise Bargaining Certified Agreement 2005 (AG 2005/5398).

By the Commission.

Commissioner Thompson

**BANANA SHIRE COUNCIL (BSC) ENTERPRISE BARGAINING
AGREEMENT 2009 - CERTIFIED AGREEMENT**

1. Title

This Agreement shall be known as Banana Shire Council (BSC) Enterprise Bargaining Agreement 2009 - Certified Agreement.

2. Arrangement

This agreement is arranged as follows: -

Clause

<u>No</u>	<u>Subject Matter</u>
1.	Title
2.	Arrangement
3.	Definitions <ul style="list-style-type: none"> • Award • Productivity • Consultation
4.	Application <ul style="list-style-type: none"> • Relationship to Parent Award
5.	Parties Bound
6.	No Extra Claims
7.	Date and Period of Operation
8.	Purpose and Objectives of Agreement <ul style="list-style-type: none"> • Purpose • Objectives of Agreement • Enterprise Bargaining Team • Consultative Committee • Facilities
9.	Dispute Settling Procedure
10.	Commitment to Collective Bargaining
11.	Types of Employment <ul style="list-style-type: none"> • Full-Time • Part-Time • Job Sharing • Casual • Fixed Term/Maximum Term
12.	Spread of Hours <ul style="list-style-type: none"> ○ Water/Sewerage Treatment Plant Operators ○ Library Staff ○ Rural Services Staff ○ Local Laws Staff ○ Garbage Collection ○ Community Development Staff ○ Airport Staff ○ Taroom Pool Staff • Outside Staff • Flexible Working Arrangements/Practices • Local Area Agreements (LAA)
13.	Rostered Days off (9 Day Fortnight) <ul style="list-style-type: none"> • Outside Staff • Inside Staff
14.	Time Off In Lieu of Overtime (TOIL) (Inside Staff Only)
15.	Local Govt. Officers' Award Staff supervising other State Award Staff
16.	Vacancies
17.	Appointment to Vacancies
18.	Probationary Employment
19.	Job Security/Use of Contractors
20.	Redundancy
21.	Performance Measurement/Productivity Measures

Clause

<u>No</u>	<u>Subject Matter</u>
22.	Professional Indemnity
23.	Remuneration & Benefits <ul style="list-style-type: none"> • Payout of Sick Leave Bonus • Salary/Wage Increase • Salary Sacrifice
24.	Allowances <ul style="list-style-type: none"> • Camp • On-call (LGO Award) • On-call (LGE Award) • Overtime Meal • First Aid • Safety Representative • Synthetic Oil Fluids & Coolants • Working on pumps/machinery involved in live sewerage • Repair of Unclean vehicles (sanitary/rubbish trucks) • Cleaning Public Toilets • Rubbish/Sanitary • Construction Workers Allowance • Incidental
25.	Clothing/Uniform Allocation
26.	Leave <ul style="list-style-type: none"> • Annual Leave • Leave Without Pay • Long Service Leave • Sick Leave • Paid Maternity Leave • Paternity Leave • Parental Leave • Bereavement Leave • Special Responsibility Leave • Carers Leave • Service Leave • SES/Fire Brigade Leave • Jury Service
27.	Staff Development & Appraisals (LGO Award)
28.	Employee Development - Training <ul style="list-style-type: none"> • Travel/Accommodation
29.	Employment Relations
30.	Higher Duties
31.	Travel Time
32.	Workers Compensation
33.	Local Govt. Workforce Code of Practice <ul style="list-style-type: none"> • Relocations • Travel Expenses
34.	Salary Scales

Definitions**Award**

The Awards set out in Clause 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;

- the provision of the same level and quality of services at a lesser input;

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

Consultation

Consultation shall not only be in appearance but in fact.

3. Application

This agreement shall apply to the Banana Shire Council, its employees and the Unions named in Clause 5 below. However, this agreement will not apply to:

- Any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment where that contract states Pursuant to clause 6.5 or 6.6 of the Queensland Local Government Officer Award 1998 - State, that the award will not apply to the employment terms and conditions applicable to the employee.

Relationship to Parent Awards

This Agreement shall be read and interpreted with the Awards listed below, provided that where there is any inconsistency between this Agreement and the Awards, this Agreement shall take precedence to the extent of any inconsistency:

- Queensland Local Government Officers Award 1998 - State;
- Local Government Employees (excluding Brisbane City Council) Award – State;
- Engineering Award – State;
- Building Trades Public Sector Award – State;
- Family Leave Award – State
- District Health Services Employees' Award – State.

From the date of operation of this agreement, all other agreements will cease to exist. The exception to this will be LAA's agreed to by the affected employees and the relevant Union attached as schedules to this agreement.

5. Parties Bound

The parties to this agreement are the Banana Shire Council, its employees and the following unions:

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

6. No Extra Claims

The parties to this agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wage or salary increases or improvements in employment sought, or granted, except for those provided under the terms of this Agreement.

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 and applying those amendments during the life of this Agreement.

7. Date and Period of the Agreement

This agreement shall operate from the date of certification and shall remain in force until 30 June 2011. Discussions to commence on a new agreement in February 2011 to ensure finalisation of a new agreement before 30 June 2011.

8. Purpose and Objectives of the Agreement

Purpose

The parties to this agreement recognise the importance of a viable, efficient and rewarding Local Government service to the economic development and social well being to the Shire.

This agreement seeks to achieve benefits as a result of consultation with employees. This agreement provides for-

A framework for management and employees to work together towards improving productivity.

Provides benefits to the Council, employees and the community through best practice.

Provides a consultative structure which will ensure the change initiatives are pursued in a co-operative and collaborative manner.

Objectives of Agreement

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- The parties recognise excessive workloads as a legitimate workplace health and safety issue. Council will commit to improving workload management practices and adequate resources for employees across the organisation to enhance effectiveness and efficiency in delivery of services.
- Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- All family friendly working arrangements are to be by mutual agreement between the employee and Council.
- Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- Commit to workplace best practise to ensure Council maintains a healthy, safe, sustainable and secure workforce.
- Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.
- Provision of better wages, salaries and conditions to employees and the improvement of existing allowances in exchange for improved productivity and service, leading to cost reductions and productivity improvements.
- The parties are committed to a consultative process, which aims to effect any change in the organisation's culture through co-operation.
- Commitment to key values such as customer service, teamwork, trust and loyalty and maintenance of a stable work environment. Every employee will commit to gaining a basic understanding of customer services and know certain core facts about the Shire and the Council.
- Flexible working arrangements included in this Enterprise Agreement. for the benefit of both the Council and employee to suit our climate, work demands, Council and employee needs.
- To reduce waste and rework through compliance with Quality Assurance.
- Improve communication and feedback.

- Consultation and agreement with the workforce about changing work conditions and/or policies that are relevant to the workforce.
- To engender confidence in the Council as a fair and equitable employer and provide a stimulating, satisfying and participative work environment for all staff.

Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between employees and Management and to implement this agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of Management representatives and employee representatives. Management representatives consist of the nominees of the Chief Executive Officer and the employee representatives will consist of staff members of each representative Union and their officials.

Consultative Committee

The implementation of this Agreement is the responsibility of the Executive Management Team.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end a Consultative Committee shall be established and shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between the parties to this Agreement. Nothing in this clause takes away Management's responsibility to consult with the relevant Unions.

- The Consultative Committee shall meet quarterly or as requested by either party for the purposes of monitoring the implementation of the reforms set out in the Agreement.
- The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs.
- The Consultative Committee will, after the certification of this agreement, be formed from the Enterprise Bargaining Team (EBT); however the parties agree that this will need to be a manageable number. (Union Organisers may attend any of these meetings)

Facilities

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

- Wherever possible, meetings should occur in normal working time
- When a meeting occurs outside normal working time, the additional time will be treated as overtime. This includes preparation for meetings, reporting back and travelling from attendance at meetings.
- Reasonable access to normal Council facilities such as word processing, photocopying, telephone, storage facilities and meeting rooms etc
- Access to a room with normal office facilities shall be provided for representatives of the parties to this Agreement to discuss legitimate workplace and/or industrial matters,

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

9. Dispute Settling Procedure

Effective communication between employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.

The objectives of the procedure shall be to promote the resolution of disputes, or matters that may give rise to an industrial dispute, by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation, and to avoid interruption to the performance of work and the consequential loss of production and wages.

During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute except where a bona fide health and safety issue is involved.

Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept reassignment to alternative suitable work/work environment in the meantime.

In the event of any workplace grievance/dispute arising and/or disagreement between the parties as to the application or interpretation or implementation of this agreement, the following procedure will be followed.

Depending on the issues involved, a procedure involving up to four stages of discussion shall apply. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

Sensible time limits shall be allowed for the completion of the various stages of the discussions.

These four stages are:

- Stage 1 – the employee is to notify their immediate supervisor in writing (proforma available) of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within two (2) working days of notification. At the employee's request the employee may be accompanied by the appropriate employee organisation shop steward/delegates or representative. In the event that the dispute/grievance is with the immediate supervisor, then the employee can progress to the next stage.
- Stage 2 – if the matter remains unresolved after Stage 1, the employee may refer the matter to the relevant Department Head. Again this meeting should be held within five (5) working days of the employee request. At the employee's request the employee may be accompanied by the appropriate employee organisation shop steward/delegates or representative.
- Stage 3 – if the matter remains unresolved after Stage 2, the employee may refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request. At the employee's request the employee may be accompanied by the appropriate employee organisation shop steward/delegates or representative.
- Stage 4 – if the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Commission. The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary.

Once referred to the QIRC the parties are bound by the outcome.

Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that a genuine attempt to resolve the matter has been made at the appropriate stages.

There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute.

10. Commitment to Collective Bargaining

Council is committed, during the life of this agreement and in its renegotiation, to bargain collectively with the parties to this agreement in respect of employees whose terms and conditions are covered by the relevant parent Award.

11. Types of Employment

Full Time

The Queensland Local Government Officers Award 1998 (Officers Award – which is now taken to be a state award) provides for 36.25 hours per week, the Local Government Employees (excluding Brisbane City Council) Award – State 2003 (State Award), the Building and Construction Award – State, the Engineering Award – State 2002 and the Building Trades Public Sector Award – State 2002 provide for 38 hours per week.

Part Time

For the purpose of this agreement;

- Part time employment is to be based on a regular number of hours averaging less than 36.25 per week or 38 (whichever award applies).

- The parties agree that to enhance the productivity of Council and or the needs of employees, the agreed pattern of hours can be varied, by mutual agreement, to take into account operational demands and requirements and/or the needs of employees without incurring penalties.
- Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro rata basis.

Job Sharing

Any permanent full time position may be filled by two officers on a job sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the officers and the Council.

Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro rata basis.

All such appointments made shall be subject to half (1/2) yearly review process in order to assess the effectiveness of the position being performed in this manner. Movement to the next highest salary point within a level will occur, subject to satisfactory performance, at yearly intervals.

Casual

For the purpose of this agreement a Casual employee is as defined by the relevant award.

Where for a period of six (6) months a casual employee has been working on a permanent basis as part of a regular roster, then that employee will be offered permanent employment, either full time or part time.

Fixed Term/Maximum Term

The parties recognize that Council may at various times require to employ staff on a fixed term basis. This requirement would come about under but not limited to the following circumstances:

- Where the position is only required for a set time;
- Where the position is only required for the life of a project;
- Where the position is only created for the life of a set amount of funding (e.g. some govt. services)

12. Spread of Hours

Council operations include a standard 9 day fortnight, however, depending on operational requirements a different work cycle may be agreed upon by the relevant parties.

It is agreed the spread of hours shall be 6.00am to 6.00pm Monday to Friday. The maximum number of ordinary hours each day shall not be exceeded without overtime rates applying as per the relevant award.

Examples of where the spread of hours and/or days will be different to the standard 6am to 6pm Monday to Friday are;

Water/Sewerage Treatment Plant Operators

It is agreed that employees in the above operations of Council will have a spread of hours of 4.00am to 6.00pm.

Library Staff

It is agreed that the Library will work to a set roster and the following spread of hours will apply;

- 7.30 am to 7.30 pm Monday to Friday, and
- 8.30 am to 1.30 pm Saturday with a 50% penalty.

Local Laws Staff

By agreement Local Laws Staff may work a 5 day in 7 day roster, Monday to Sunday with a spread of hours from 6.00 am to 6.00 pm.

Rural Services Staff

By agreement rural Services Staff may work a 5 day in 7 day roster, Monday to Sunday with a spread of hours from 6.00 am to 6.00 pm.

Garbage Collection

It is agreed that staff employed in the above operations will continue to work a spread of hours consistent with their current work patterns, immediately prior to certification of this agreement.

Community Development Officers

It is agreed that Community Development Officers who work unusual hours will be remunerated as per clause 13.3 of the LGO Award for working such irregular hours

Airport

It is agreed that staff employed in the above operations will continue to work a spread of hours consistent with their current work patterns, immediately prior to certification of this agreement.

Taroom Swimming Pool

It is agreed that staff employed in the above operation will continue to work as per the attached LAA.

Outside Staff

For major works/projects a spread of times and days to be worked shall be by mutual agreement between the affected employees and the employer to give flexibility to the workforce. This flexibility is not to be unreasonably withheld.

In these circumstances, ordinary hours may be spread over seven (7) days. The parties also agree to consider for example;

- arranging working days over an extended period to accommodate peaks and troughs in workloads or climatic weather patterns
- extended days in the dry season and shorter days or maintenance work in the wet season.

Flexible Working Arrangements/Practices

The parties are committed to providing for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the operation of the Council.

The parties agree that there is a need to address workplace efficiencies and effectiveness and agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

The parties commit to the following:

- Acceptance in principle that changed structures may be more suitable for the needs of Council, reflecting the different skill/competency levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range and/or variation of duties where appropriate.
- Co-operation in the transition from current structures to new structure without creating false expectations.
- The Council will keep employees informed and will consult with affected employees and unions of any
 - proposed changes to the organisational structure of the Council; or
 - introduction of new technology; or
 - any other matter;
 that may have a significant impact on work practices. Council will give prompt consideration to matters raised by the employees/unions following consultation.
- Creating opportunities for employees that allows advancement based on skill/qualification/competency acquisition, use of such skills/qualifications/competency and the requirement to perform functions.
- Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling.
- Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained (competent) in the use of such tools and equipment.

It is agreed that proper consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices.

Local Area Agreements (LAA)

Unless specifically mentioned in a schedule to this agreement all LAA's (both verbal and written) registered or otherwise will be deemed not to exist from the date of operation of this agreement.

The parties agree that it is appropriate to provide for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup or task(s) in hand.

Where the employees to be directly affected and Council mutually agree on the need for such flexible working arrangements the following process shall be applied;

- the employees directly affected, the relevant Union/s and local management shall consult and agree on the arrangements to be implemented, which shall be documented.
- for the purpose of this agreement, the provisions within the LAAs attached as part of this certified agreement shall prevail above those of this agreement where there is conflict.
- all LAAs' shall form part of this agreement, be signed off by relevant parties to this Agreement and be appended as schedules to this agreement.

Important principles behind the flexible working arrangements are:

- Such arrangements meet operational requirements;
- Agreement has been obtained from 2/3 majority of the affected employees. However in special circumstances a substitute employee(s) may be utilised from similar workplaces;
- Approval has been obtained from management.

13. Rostered Days Off (9 day fortnight)

The parties agree that the principle behind RDOs is for the RDO to be taken when due.

Outside Staff

Employees associated with the outside workforce of Council operations will work a nine (9) day fortnight cycle. This work cycle will provide a rostered day off each fortnight.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to, and where Council requests employees to work their RDO, then the worked RDO will be paid at the appropriate penalty rate and a replacement RDO will be given and taken within a three (3) month period.

Notwithstanding the above, employees may elect to bank up to six (6) of the above RDO's of which three (3) may be kept and taken within the Christmas Closedown period.

Also, upon the request of an employee or 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.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances.

Inside Staff

Employees associated with the inside workforce of Council operations will work a nine (9) day fortnight. This work cycle will provide one (1) rostered day off each fortnight.

Generally, no banking of RDO's will be permitted, however in line with the flexibility previously agreed to, and where Council requests employees to work their RDO, then the worked RDO will be paid at the appropriate penalty rate and a replacement RDO will be given and taken within a three (3) month period.

Notwithstanding the above, employees may elect to bank up to six (6) of the above RDO's of which three (3) may be kept and taken within the Christmas Closedown period.

Also, banked RDO's may be taken at any other time subject to agreement between the employee and supervisor. All banked RDO's will be available when required subject to employees giving at least one (1) weeks notice to their supervisor and provided that Council operations and provision of services are not interrupted or rendered less efficient or more costly.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances.

14 Time Off In Lieu of Overtime (TOIL) (Inside workforce only)

Overtime can only be worked with the prior approval of Management.

Any overtime worked by employees covered by this agreement shall be paid at the appropriate penalty rate.

Provided, however, where the employee elects to take time off in lieu of such overtime, and the employer agrees, he/she shall be allowed time off duty the number of hours worked on overtime.

Such time off shall be on a one for one basis, paid at the ordinary time rate of pay, and may be taken at any time subject to the following conditions:

- The employee has accumulated an appropriate amount of 'Time Accrued' at the commencement of the day upon which the period of accrued time off is required;
- Operational needs are to be considered when time off is granted and employees time off will only be approved when it doesn't impose on operational demands.
- Prior approval of the supervisor has been obtained. Where four or more hours accrued time off is to be taken such requests must be submitted to the supervisor with at least 24 hours notice.
- In the case of an emergency an employee may contact their manager and arrange take this time off without 24 hours notice.

Generally, time off in lieu of overtime shall be given and taken within 3 months of the occurrence of the overtime. Management approved time off in lieu, up to a maximum of three (3) days may be banked and used during the Christmas closedown period. (Christmas closedown banked time - RDO and/or TOIL cannot exceed the 3 days).

Where time off in lieu granted by Council and not taken by the employee within the three (3) months the time in lieu entitlement will be paid out to the employee on a one for one basis.

Where time off in lieu is not granted by the Council within the prescribed period, the time off, at the employee's choice, shall be either added to the employee's annual leave (without loading) or paid to the employee at the applicable penalty rate.

Banked time, whether it be RDO's and/or TOIL must be used prior to taking of annual/long service leave.

15. Local Government Officers Award Staff supervising other State Award Staff

All Local Government Officers Award staff, who supervise other State Award staff, are, if required to work thirty eight (38) hours, to be paid for the thirty eight (38) hours per week worked, at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of the 38 hours per week will be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 per week.

16. Vacancies

Where a permanent position in the workforce is vacant the council will;

- For positions with a dollar value above Level 3 (LGO Award EBA Rate) call for applications both internally and externally simultaneously, and
- For positions with a dollar value at level 3 (LGO Award EBA Rate) and below call for applications internally in the first instance and externally if no suitable applicant.

17. Appointments to Vacancies

When an existing position becomes vacant, the Council, on deciding to fill the vacancy, shall within fourteen (14) working days invite applications for appointment to such position by notice stating: -

- The position to be filled and the salary thereof
- The duties and qualifications required for the position
- When and how applications for appointments to each position are to be made.

Such notice shall be posted upon all boards at all work locations at least seven (7) working days before the time stated in such notice as the closing date for applications and in such other manner as the respondent may devise to notify the vacancy.

All applications shall be acknowledged within seven (7) working days and all applicants shall be notified of the result of their applications within two (2) months of the date of advertising the vacancy provided that unsuccessful internal applicants shall be notified of the appointment made within seven (7) days of making such an appointment.

18. Probationary Employment

The probationary period referred to in the relevant awards shall only apply for the initial period of engagement with Banana Shire Council.

19. Employment Security

The parties recognise that Council commits 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 such steps shall include measures to increase the security of employee's employment.

To be quite clear; when a position becomes vacant, if the position is required to be filled, it shall be filled under the normal recruitment process.

Use of Contractors

The parties recognise that the Council may require the use of contractors to carry out council work.

- Council may use contractors where the work volume is beyond the capacity of Council (capacity shall not be measured by artificial means, for example the not filling of vacancies or running down of plant/equipment), and only when all other employment opportunities and plant and material resources have been exhausted.
- Contractors may also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- Council's permanent full time employees will always be given first preference to higher duties positions over contractors, operations permitting.
- Contractors and/or their employees will not be appointed to any position as permanent employees until normal recruitment and selection processes have been followed.
- Council shall ensure that the contractual arrangements are such that the wages and conditions of those employees are not in breach of any State Regulations, Acts or relevant Awards pertaining to their employment.

The Chief Executive Officer will supply details of the use of contractors at the Consultative Committee meetings.

The use of contractors/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.

20. Redundancy

1. Discussions before Terminations

- a) The Council shall hold discussions with the employee directly affected and where relevant, their Unions: -
 - (i) Where the Council made a definite decision that it not longer wishes the job the employee has been doing to be done by anyone;
 - (ii) Where this is not due to the ordinary and customary turnover of labour; and
 - (iii) That decision may lead to termination of employment.

- b) The discussions shall:
 - (i) Take place as soon as it is practicable after the Council has made a definite decision which will invoke the provisions of Discussions before Termination (1)(a) above; and
 - (ii) Cover inter alia: - the reasons for the proposed terminations; measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- c) For the purpose of the discussion the Council shall, as soon as practicable, provide in writing to the employees concerned and their Unions, all relevant information about the proposed terminations (including the reasons for the proposed terminations; the number and categories of employees likely to be affected; the number of workers normally employed and the period over which the terminations are likely to be carried out): PROVIDED THAT the Council shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

2. Redeployment

- a) A priority will be given, where practicable, to redeploying an employee whose position has been made redundant.
- b) Redeployment will be made on the basis of merit and as redeployment opportunities are identified within Council, the employee selected by the Council for the redeployment shall be given at least four (4) weeks notice of the details of the redeployed position and the commencement date in that position.
- c) Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, then the ordinary time rate of the redundant position shall be maintained by the payment of an over award payment until whichever of the following first happens: -
 - (i) The end of one hundred and four (104) weeks after the date of transfer to the redeployed position;
 - (ii) The employee is no longer employed by Council; or
 - (iii) The employee is appointed to a position where the ordinary time rate is equal to or more than the ordinary time rate of the redundant position.

Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, the accrued entitlements of Annual Leave and Long Service Leave accrued whilst in the higher position will be paid at the pre-income maintenance level.

- d) Where an employee is redeployed to a position which is not consistent with the redundant position in terms of the applicable award classification and the employee's skills, qualification and experience, the appointment will be for a trial period of twelve (12) weeks: -
 - (i) If the employee believes the position is not appropriate, the employee may after four (4) weeks, but within ten (10) weeks of being redeployed request to be terminated before the end of the 12 week period upon giving at least two (2) weeks written notice and Council shall agree to such request; or
 - (ii) If the Council believes the employee is not suitable for the position, it may before the end of the twelve (12) week period terminate the employee upon giving at least two (2) weeks written notice.
- e) If the employee does not request to be terminated or the Council does not terminate as provided in Redeployment (2)(d) as above, the employee will be deemed to have been appointed to the redeployed position specified in Redeployment (2)(d) as above at the end of the twelve (12) week trial period.

3. Termination by Council

- a) Where the Council has made a definite decision to make a position redundant and there are no redeployment opportunities, then the employee concerned shall cease employment on a date nominated by Council and be given a notice period of four (4) weeks.
- b) In addition to the notice in Termination by Council (3)(a) as above, employees over forty five (45) years of age at the time of giving of notice and with not less than two (2) years continuous service, shall be entitled to one (1) additional weeks notice.
- c) Payment in lieu of notice shall be made if the appropriate notice is not given PROVIDED THAT employment may be terminated by Council or by agreement between the Council and the employee concerned by part of the period of notice specified and part payment in lieu thereof.

- d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- e) Provided that an employee who has been engaged for a specific period of time or for a specific task or tasks, shall be given one (1) weeks notice, or in lieu of such notice, one (1) weeks wages shall be paid or deducted.
- f) Where an employee and Council do not agree under Termination by Council (3)(c) as above, the employee concerned may terminate such employment during the notice period but in such circumstances the employee shall not be entitled to payment in lieu of notice

4. Time off During Notice Period

- a) Where an employee has been given notice of termination under Termination by Council (3) as above, the employee concerned shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Council, be required to produce proof of attendance at an interview or he shall not receive payment for the time absent (for this purpose a Statutory Declaration will be sufficient.)

5. Severance Pay

- a) On ceasing employment an eligible employee shall be entitled to severance pay at the rate of three (3) weeks pay for each complete year of continuous service plus a proportionate amount for an incomplete year (whole months only taken into account) subject to a maximum payment of one hundred and four (104) weeks pay and a minimum of three (3) weeks pay. Entitlements involving periods of part time employment shall be calculated on a pro-rata full time basis; for example one (1) year of part time employment at nineteen (19) ordinary hours of work per week where the full time award ordinary hours are thirty eight (38) shall equate to an entitlement of four (4) weeks pay for nineteen (19) hours.
- b) For the purpose of Severance Pay (5)(a) as above the following terms have the meanings respectively assigned to them, that is to say: -
 - 'Weeks Pay' means the ordinary time rate of pay for the employee concerned at the date of ceasing employment with Council.
 - 'Eligible Employee' means subject to the provisions of) Employees Exempted (7) and Alternate Employment (8) below: -
 - (i) An employee who has been terminated under Termination by Council (3) as above;
 - (ii) An employee who has been terminated in accordance with Redeployment (2) (d) as above; and
 - (iii) An employee whose expression of interest under Voluntary Redundancies (9) as below has been accepted by Council.

6. Other Payments upon Termination

An employee receiving a severance payment under Severance Pay (5) as above shall also be paid any reimbursable education costs which would have been otherwise payable by Council to the employee had it not been for the termination of the employee under this clause **PROVIDED THAT** at the date of ceasing employment the employee has not failed any subjects to which the education costs relate.

7. Employees Exempted

This redundancy Clause shall not apply: -

- a) Where employment is terminated as a consequence of conduct that justifies instant dismissal;
- b) To employees engaged for a specific period of time or for a specified task or tasks;
- c) To casual employees;
- d) To apprentices who have completed their apprenticeship; or
- e) To an employee who has less than one (1) years continuous service where the general obligation on the Council is no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to such take steps as may be reasonable to facilitate the obtaining by the employee of suitable alternate employment.

8. Alternate Employment

- a) The Council, in a particular redundancy case, may make application to the appropriate Industrial Commission to have the general severance pay provision varied if the Council obtains alternate employment for an employee which is acceptable to the employee concerned.
- b) Notwithstanding the provisions of Alternate Employment (8) as above, where an employee whose position is no longer required in accordance with this redundancy clause, finds or is found suitable employment with another local government or other authority, prior to termination, the employee will be ineligible for payment of severance pay in accordance with Severance Pay (5).

9. Voluntary Redundancies

- a) Where the Council has decided to reduce the number of employees who are doing the same similar work and there are no redeployment opportunities available for all the employees affected, then Council shall invite expressions of interest for voluntary redundancy from the employees affected who are not exempt under Exempted Employees (7) of this redundancy clause.
- b) Council may at its sole discretion decide whether to accept any or none of the expressions of interest lodged.
- c) Where: -
 - (i) Council does decide to accept any expressions of interest for voluntary redundancy; or,
 - (ii) There is still a need to make any employee redundant because of insufficient voluntary redundancies

THEN the provisions of this redundancy clause shall apply as if there was involuntary redundancy and the employee concerned is to be terminated by Council.

10. Definitions

For the purpose of interpreting this Redundancy Clause, the following terms shall have the meanings respectively assigned to them, that is to say: -

‘Continuous Service’ means unbroken service with Council as a full time or part time employee but shall not include service with any other Local Government. Periods of leave of absence where Council agrees to allow the employee time off without pay, such as unpaid sick leave shall not break the continuity of service but the duration of the break shall not be counted as service.

21. Performance Measurement

The parties agree that the use of Key Performance Indicators (KPI's) are an important measure of productivity and efficiency and will be implemented to monitor progress towards the achievement of critical business goals of the Council and will be a key component of future Enterprise Bargaining Agreements.

The consultative committee will establish a set of KPI's during the first year of this agreement. These KPI's will be implemented by 1 July, 2010.

KPI data will be available to all employees and will be regularly reviewed by the Consultative Committee to assess achievement of performance targets. Outcomes of the review and subsequent changes (if required) will form part of the ongoing process of continuous improvement.

Examples of KPI's which could be considered include but not limited to:

- Workplace Health and Safety
- Quality Assurance
- Absenteeism
- Leave Accruals
- Performance Appraisals completed, etc....

22. Professional Indemnity

Where an employee acting in the course of their employment other than in cases of gross misconduct who cause loss of damage to property or injury to any person the following shall apply;

- a) The Council shall not make any claim against the employee for loss, damage or injury caused by the employees.
- b) Any claim made against the employee shall be accepted as a claim made against the Council.
- c) The Council will bear all costs of defending any claim.
- d) The Council will indemnify and hold harmless the employee against any amounts required to be paid pursuant to any order of the court or any settlement.

Provided however, that nothing herein will require the Council to indemnify the employee if the employee's conduct was intended to cause damage.

23. Remuneration & Benefits

Payout of Sick Leave Incentive Bonus Clause

Employees who were entitled to be paid an annual sick leave incentive bonus will be paid on and up to certification of this agreement (on a pro-rata basis) and then no employee will be eligible for the incentive bonus after this date.

Salary/Wage Increase

Wage Increases under this agreement shall be 4.5% or \$35.00 whichever is the greater from 1 July each year as outlined in the attached Wages Schedule.

Effective 1 July 2009, the existing wages shall be increased by 4.5% or \$35.00 whichever is the greater.

Effective 1 July 2010, a further increase of 4.5% or \$35.00 whichever is the greater.

Any Safety Net increases granted during the term of this agreement will be absorbed in the increase granted under this agreement.

Salary Sacrifice

Salary Packaging/Salary Sacrifice

All employees covered by this agreement shall be entitled to salary package their remuneration.

The salary for Superannuation purposes applying to the employee shall comply with current taxation and Superannuation rules guidelines.

Employees will only be able to enter into salary packaging arrangements on the 1st January or 1st July in each year.

There is to be no cost to Council in any Salary Sacrifice arrangement.

The Employee may sacrifice any amount of their salary subject to the employee providing a written undertaking to Council that they have obtained independent advice from an appropriately qualified financial advisor.

BSC will not provide salary packaging advice to employees.

24. Allowances

All existing allowances are to remain for the duration of this agreement as per the relevant Award indexed in line with the percentage wage increases, with the exception of the following –

- a) Camp Allowance - Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employee to travel to and from home each day or because such employee is directed to live in such a camp, such employee shall be paid \$35.00 per night.

Further where an employee is required to reside in a camp but chooses to travel home by their own means of transport and in their own time, they shall be compensated for such travel at the rate of \$30.00 for each day so travelled.

- b) On-call Allowance – (Local Government Officers Award) - An employee who is required by Council to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of 20% of Level 4.1 (level 4.1 (yearly amount)/52x20%/7) for each day (Monday to Sunday including public holidays) upon which the employee is required to be on call for emergency work.

- c) On-call Allowance - (Local Government Employees Award) - An employee who is required by Council to be on-call for emergency work outside ordinary working hours shall be paid a standby allowance in accordance with the provision of the Local Government Employees (excluding Brisbane City Council) Award – State, provided that the daily allowance for Monday to Saturday shall be \$20.00 from 1 July 2009.
- d) If an employee is required to remain on call on any public holiday, he/she shall have the choice to be either paid for such public holiday (in the next applicable pay period) a sum equal to his/hers pay for a normal working day or to have the day added to their annual leave.
- e) For the purposes of this Agreement, the Overtime Meal Allowances shall be \$15.00.
- f) First Aid Allowance of \$15.00 per week to be paid to the nominated First Aid Officer.
- g) Safety Representative Allowance of \$15.00 per week to be paid to the nominated Safety Representative. Safety Representatives will be provided with training over and above the standard Safety Representative requirements.
- h) Suitably qualified and accredited mechanics/fitters who in their day to day duties are exposed to synthetic oil fluids and coolants in the maintenance and repair of,
 - Power steering units
 - Braking systems
 - Automatic transmissions
 - Air conditioning units,
shall be paid an allowance of \$0.30 for each hour worked with such substances.
- i) Working on Pumps/Machinery involved with sewerage Allowance Mechanical workers who in their day to day duties have to engage in any work with the disassembly/repair work of any pump or other equipment that brings them in contact with live sewerage will be paid at the rate of pay as per the live sewer allowance, whilst working on such equipment.
- j) Repair of unclean vehicles Allowance - Employees covered by the Engineering Award State 2002 who are employed on the repair of the bodies of vehicles used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced, shall be paid an allowance of \$1.00 per hour in addition to the weekly rate when engaged in such cleaning.
- k) Cleaning Public Toilets Allowance - An employee designated to clean public toilets, other than merely by hosing them down, will receive an allowance of \$7.00 per day whilst carrying out such duties.
- l) Rubbish/Sanitary Allowance - Employees who are required to clean the designated wash-down bays and rubbish/sanitary vehicle shall be paid an allowance equivalent to 5.8.19(b) of the LGE Award whilst carrying out these duties.
- m) Construction Workers Allowance – All external employees covered by Awards that underpin this agreement as defined by Clause 4 of this Agreement and employed to perform tasks as outlined in Clause 5.8.1 of the LGE Award shall be paid an allowance of \$30.00 per week all purpose as per Clause 5.8.1(a) provided that this allowance shall not apply whilst receiving the live sewer allowance.
- n) Incidental Allowance - Employees employed as part of road reclaiming crew shall be paid an incidental allowance of \$10.00 per night whilst working away from home depot for extended periods.

25. Clothing/Uniform Allocation

The existing Banana Shire Council Uniform Policy as at 1 July 2008 shall form part of this Enterprise Agreement provided that the policy may be altered by agreement after consultations with the Uniform Committee and the Consultative Committee outlined in this Agreement.

26. Leave

Annual Leave

All employees of the Banana Shire Council shall be entitled to annual leave as per the award provisions with 17.5% loading. Annual leave shall be taken at times mutually agreed between the employee and their supervisor, apart from the Annual/Christmas shutdown.

Employees shall be permitted to take Annual Leave at any time during the year by arrangement with the appropriate Supervisor.

Annual Leave due shall be taken within two (2) years of the due date unless Council approves accrual beyond two (2) years.

Leave without Pay

Leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer up to a maximum of 1 years and such leave will not constitute a break in the continuity of service of the employee.

Leave without pay under these circumstances is on the understanding that Council may backfill the position and that the employee on their return will be placed in a relative vacancy at their substantive rate, and not necessarily in their previous position.

Long Service Leave

The minimum period approved to be taken will be two (2) weeks.

All employees who have completed an initial period of five (5) years but less than ten (10) years continuous service, the employee shall be entitled to full pay of a proportionate amount calculated on the basis of thirteen (13) weeks for ten (10) years service.

Long service leave entitlement calculations for the pre reform Banana Shire Council employees (outdoor workers) will continue to apply as was in place prior to certification of this agreement.

Sick Leave

From certification of this agreement sick leave rules will apply equally to all employees and will be as follows:

- 15 day's sick leave will be available per annum;
- For calculation purposes 1 day is defined as 7.25 hours for employees under the Officers award and 7.6 hours for employees under the Employee's award and the other state based awards;
- Sick leave taken will be deducted and paid as per the daily rate;
- The operative date for the purpose of this clause is the date of certification of this agreement for employees of Banana Shire Council covered by the previous State Awards.

From date of certification, unused sick leave may accumulate indefinitely without a limit of 32 weeks cap or 13 weeks absence in any one year.

Prior to certification of this agreement the sick leave rules were as applicable at the time and to this end, effective 1 July 2009, all employees will be paid their pro rata sick leave bonus and then no further bonus payments will apply.

Paid Maternity Leave

On application, Council will pay six (6) weeks Maternity Leave at full pay or twelve (12) weeks at half pay, in addition to the existing parental leave conditions. Maternity Leave applies to eligible Council employees who are pregnant or have given birth to a child. This shall also include adoption of a child under one (1) year of age. To be eligible for this payment, employees must have completed two (2) years service.

Paternity Leave

On application Council will allow five (5) days paternity leave accessed from the employees Family Leave entitlements.

Parental Leave

Staff must qualify for parental leave in accordance with the provisions of the relevant parent award to gain additional access to annual leave and long service leave as prescribed below:

- Staff may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and /or
- Staff eligible for long service leave may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay

The combination of paid Maternity leave, Paternity leave (Family leave), annual leave at half-pay and long service leave at half-pay together with unpaid parental leave shall not exceed 52 weeks in total.

Part time employees will have access and be paid on a pro-rata basis.

Bereavement Leave

Employees may be granted up to a maximum of five (5) days off work upon the death of an immediate family member (as defined by the Family Leave Award). These five (5) days shall be comprised of two (2) days Bereavement leave, on each occasion, plus part of their leave entitlements to a maximum of three (3) days with sick leave entitlements being accessed first.

Employees may be granted up to two (2) days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by the Award).

The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the Chief Executive Officer or the completion of a statutory declaration, if so requested.

Access to bereavement leave in other circumstances may be available subject to the agreement of the Chief Executive.

Service Leave

Unpaid leave may be granted to an employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air Forces and where leave is so granted and where the service pay received by such employee is less than the employees ordinary rate of pay as an employee employed by the Council, then the Council shall pay the employee the amount of the difference.

Service pay for the purposes of this clause means and includes payments received by the employee from Her Majesty's Forces in respect of service, during the period of service leave, but excluding allowances paid on whatever day or days, Monday to Sunday both inclusive, of the week or weeks in question.

SES/Fire Brigade Leave

Where an employee is a member of the Emergency Services (including Rural Fire Brigade) and are required during working hours to attend an emergency, there will be no loss of pay.

On approach from SES or Fire Brigade, an employee may be granted leave for training purposes provided such training is in line with Council's Training Policy.

Jury Service Leave

Where an employee is required to attend for jury service the employee will be paid as if at work by the employer. Any monies received from the sheriffs office will be reimbursed to the employer.

Employees who as a result of attending to jury service do not have reasonable time off between the conclusion of jury service and the commencement of work shall be granted time off as per the relevant Award.

27. Staff Development & Appraisals (Employees covered by LGO Award)

Staff Development and Appraisals are an ongoing process of personal and organisational development based on the achievement of Council and personal goals. It encourages a common understanding within the organisation of what is to be done, the tasks and resources involved in getting it done and criteria for assessing whether personal and Council goals have been achieved.

Management and staff agree to implement a Staff Development and Appraisal system to cover all employees and such system will be conducted on an annual basis and will encompass the following:

- Accurate Position Description
- Full Consultation with employees
- Adequate training of staff who carry out performance appraisals
- Detailed awareness raising information sessions conducted for all employees
- Appropriate form of feedback to the employee.

28. Employee Development-Training

The parties recognise that in order to increase the efficiency and productivity of Council a commitment to structured training and skill development is necessary. Where practicable such training and development will be based on nationally accredited competencies or curriculum.

All training, including competency based training provides the opportunity to build employee confidence and competence at a time when the working environment is changing. Best practice defines a highly skilled and flexible workforce as a key ingredient for continuous performance improvement.

Training and development for any particular employee will be directly related to the employee's relevant Award career path.

When training is taken as a part of the individual's development, this will be a shared responsibility between the employer and the employee.

Council will pay all licence fees required to enable Council and an employee to perform a function of Council. (Excluding C class drivers licence fees)

Council will not pay for membership and certification/licence when a new employee has had to have accreditations to obtain the job with Council.

For Council's external workforce, Council will provide all relevant mandatory training during ordinary working hours.

Council commits to allocating a responsible budget for not only mandatory training but also Award career path training.

Travel/Accommodation

Council agrees to pay and recognise all reasonable costs and time off incurred when employees are required to attend courses, lectures and other agreed activities which:-

- Satisfy organisational development needs.
- Are directly related to employee work areas.
- Provide skills appropriate to employee's career paths.
- Are required to provide professional/trade credentials, and which shall be reimbursed by Council provided that this does not contravene any existing Award provision.

Any training outside normal working hours shall have regard to employee's family responsibilities.

Council will be responsible for all reasonable costs associated with the accommodation/bus fares/airfares/motor vehicle costs/meals, etc. of the employee attending the conference/seminar and no employee will suffer from loss of pay.

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such travelling time at ordinary rates, provided that such payment shall not exceed the ordinary hours on any day.

However if an employee attends a conference/seminar which is approved by Council, but not essential to the employees role, and travel to the conference/seminar requires the officer to travel outside of normal working hours, such travel may be undertaken on the officer's own time; that is, no labour cost will be incurred by Council by the travelling outside of normal working hours.

29. Employment Relations

Union Encouragement

Council recognizes its responsibility under the Full Bench of the Queensland Industrial Relations Commission issued "Statement of Policy on Union Encouragement" (reported V165QGIG Folio 221) that encourages an Employee to join and maintain financial membership of the relevant Union.

Council will provide for Union Participation as per the Local Government Employees Award – Clauses 11.4 and 11.5.

Documentation to be provided by employer

At the point of engagement, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the employee.

The document provided by the Employer shall also identify the existence of a Union encouragement clause in this Award.

Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

Deduction of union fees

The Employer shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

Trade Union Training Leave

Paid leave of absence of up to five (5) days per calendar year will be granted to employees who are recognized Union delegates to attend trade union training, ACTU or specific union courses approved by the Branch Executive of the union. Additional days may be approved at the Chief Executive Officer's discretion.

Trade Union Entry to the Workplace

Following consultation with relevant management (or human resources), authorized officers of the union will have rights of access and entry to the premises of council for the following purposes;

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

30. Higher Duties

For the purpose of this agreement all employees who perform higher duties will be paid at the higher rate for the actual hours worked. If an employee works more than four hours at a higher level on any one day, then they will be paid for the whole shift.

31. Travel Time

If, having completed a full shift, the employee(s) is transported back to their home depot, such travel time will be paid at time and a half.

32. Workers Compensation

During the term of this agreement, all employees who are injured at work will receive their full entitlements for the entire period they are absent on workers compensation. Entitlements that will continue to accumulate and paid include, but are not limited to: -

- Long Service Leave
- Annual Leave
- Superannuation Payments
- Sick Leave

Taking the employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government Workcare and this calculated rate will be the amount to be paid by the employer to the injured employee.

The amount debited against the employee's sick leave accrual will be on the basis of: -

Hours debited = Additional payment divided by the employee's Ordinary Hourly Rate

33. Local Govt. Workforce Transition Code of Practice**Relocations**

Clause 8.8 of the Code of Practice will continue to apply for the life of the Code of Practice, i.e. till 16 March 2011.

Travel Expenses

Clause 8.7 "Transfers" regarding travelling expenses will continue to apply for the life of the Code of Practice, i.e. till 16 March 2011.

34. Salary Scales

The following salary scales are to apply for the term of the Agreement: -

OFFICERS AWARD	1 July 2008	1 July 2009	1 July 2010
Director of Engineering Services			
C4 L1	117,417.59	122,701.38	128,222.94
C4 L2	114,490.50	119,642.57	125,026.49
C4 L3	111,566.49	116,586.98	121,833.39
Junior Rates (% Level 1/1)			
Under 17 years (55%)	21,321.88	22,322.88	23,327.41
17 Years (60%)	23,260.24	24,352.24	25,448.09
18 Years (70%)	27,136.94	28,410.94	29,689.43
19 Years (80%)	31,013.65	32,469.65	33,930.78
20 Years (90%)	34,890.35	36,528.35	38,172.13
Level 1			
1.1	38,767.06	40,587.06	42,413.48
1.2	39,366.70	41,186.70	43,040.10
1.3	40,193.21	42,013.21	43,903.80
1.4	41,122.39	42,972.90	44,906.68
1.5	42,073.61	43,966.93	45,945.44
1.6	43,035.08	44,971.66	46,995.38
Level 2			
2.1	44,056.71	46,039.26	48,111.03
2.2	45,066.65	47,094.65	49,213.91
2.3	46,074.69	48,148.05	50,314.71
2.4	47,080.82	49,199.45	51,413.43
Level 3			
3.1	48,088.06	50,252.02	52,513.36
3.2	49,094.94	51,304.21	53,612.90
3.3	50,104.68	52,359.39	54,715.56
3.4	51,150.20	53,451.96	55,857.30
Level 4			
4.1	52,194.36	54,543.11	56,997.55
4.2	53,259.31	55,655.98	58,160.50
4.3	54,203.24	56,642.38	59,191.29
4.4	55,320.33	57,809.75	60,411.19
Level 5			
5.1	56,443.87	58,983.85	61,638.12
5.2	57,570.15	60,160.81	62,868.05
5.3	58,692.54	61,333.70	64,093.72
Level 6			
6.1	60,564.13	63,289.51	66,137.54
6.2	62,431.15	65,240.55	68,176.37
6.3	64,305.58	67,199.33	70,223.30
Level 7			
7.1	66,172.78	69,150.56	72,262.34
7.2	68,039.29	71,101.06	74,300.61
7.3	69,910.89	73,056.88	76,344.44
Level 8			
8.1	72,150.42	75,397.19	78,790.06
8.2	74,395.06	77,742.83	81,241.26
8.3	76,640.72	80,089.55	83,693.58
8.4	78,739.13	82,282.39	85,985.10
8.5	80,849.37	84,487.59	88,289.53

EMPLOYEES AWARD	1 July 2008	1 July 2009	1 July 2010
LAE* Level 1 First 6 Months	712.20	747.20	782.20
LAE* Level 1 Thereafter	723.63	758.63	793.63
LAE* Level 2	735.06	770.06	805.06
LAE* Level 3	747.03	782.03	817.22
LAE* Level 4	759.27	794.27	830.02
LAE* Level 5	771.22	806.22	842.50
LAE* Level 6	796.59	832.43	869.89
LAE* Level 7	822.32	859.33	898.00
LAE* Level 8	849.62	887.86	927.81
LAE* Level 9	876.85	916.31	957.54

ENGINEERING AWARD	1 July 2008	1 July 2009	1 July 2010
C10	771.22	806.22	842.50
C09	796.59	832.44	869.90
C08	822.33	859.33	898.00
C07	849.62	887.86	927.81
C06	904.00	944.68	987.19
1st Year Apprentice (40%)	308.49	343.49	378.49
2nd Year Apprentice (55%)	424.17	459.17	494.17
3rd Year Apprentice (75%)	578.42	613.42	648.42
4th Year Apprentice (90%)	694.09	729.09	764.09

BUILDING TRADES AWARD	1 July 2008	1 July 2009	1 July 2010
Building Trades 1	771.22	806.22	842.50
Building Trades 2	809.78	846.22	884.30
Building Trades 3	848.34	886.51	926.41
1st Year Apprentice (40%)	308.49	343.49	378.49
2nd Year Apprentice (55%)	424.17	459.17	494.17
3rd Year Apprentice (75%)	578.41	613.41	648.41
4th Year Apprentice (90%)	694.09	729.09	764.09

DISTRICT HEALTH AWARD	1 July 2008	1 July 2009	1 July 2010
PO2/1	920.12	961.53	1,004.80
PO2/2	965.23	1,008.67	1,054.06
PO2/3	1,011.92	1,057.45	1,105.04
PO2/4	1,058.80	1,106.44	1,156.23
PO2/5	1,105.72	1,155.48	1,207.48
PO2/6	1,152.37	1,204.23	1,258.42

SIGNATORIES

Signed for and on behalf of **Banana Shire Council** Raymond Geraghty (CEO)
 In the presence of Vicki Chipperfield

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

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

Signed for and on behalf of the Automotive, Metals, Engineering,
 Printing and Kindred Industries Industrial Union of Employees, Queensland Brian Devlin
 In the presence of: Elizabeth Barlow

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

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

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
 Union of Employees Bradley O'Connell
 In the presence of: Charlene Nisbet

Signed for and on behalf of the Transport Workers' Union of Employees
 (Queensland Branch) Hughie Williams
 In the presence of: Garth Connolly

Signed for and on behalf of The Association of Professional Engineers,
 Scientists and Managers, Australia, Queensland Branch, Union of Employees..... John Yates
 In the presence of: Sue Wagner