QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

Barcaldine Regional Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Oueensland

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

The Australian Workers' Union of Employees, Queensland

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

Queensland Services, Industrial Union of Employees

(Matter No. CB/2022/140)

BARCALDINE REGIONAL COUNCIL CERTIFIED AGREEMENT 2022

Certificate of Approval

On 13 January 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: BARCALDINE REGIONAL COUNCIL CERTIFIED AGREEMENT 2022

Parties to the Agreement:

- Barcaldine Regional Council;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- Queensland Services, Industrial Union of Employees.

Operative Date: 13 January 2023

Nominal Expiry Date: 31 August 2025

Previous Agreement: Barcaldine Regional Council Certified Agreement 2018

Termination Date of Previous Agreement:

13 January 2023

By the Commission

J.W. MERRELL Deputy President

13 January 2023

Barcaldine Regional Council Certified Agreement 2022 Version 2 – 12 October 2022
Barcaldine Regional Council Certified Agreement 2022

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PART A – GENERAL PROVISIONS

1. Title

1.1 This Agreement shall be known as the Barcaldine Regional Council Certified Agreement 2022

2. Definitions

Award Any of the awards set out in Clause 5.1.

Chief Executive Officer

(CEO)

Chief Executive Officer of Barcaldine Regional Council.

Council Barcaldine Regional Council.

Employee Any full-time employee, part-time employee, casual

employee, trainee or apprentice employed by Barcaldine

Regional Council.

Management The Chief Executive Officer and any persons nominated by

representatives the Chief Executive Officer.

Senior officer As defined by and in accordance with Clause 4.2 of Division

2 – Section 1 of the Queensland Local Government Industry

(Stream A) Award – State 2017.

State Wage Case The Queensland Industrial Relations Commission's

determination on increases to be applied to Modern Awards

minimum wages.

Union employee

representatives

Authorised union officials and union representatives

advised by the relevant union.

Immediate family member A spouse or former spouse, de facto partner or former de

facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (e.g. step-parents and

step-children), as well as adoptive relations.

3. Parties Bound

- 3.1 The parties bound by this agreement shall be Barcaldine Regional Council, its employees subject to this agreement and the following unions:
 - (a) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland,
 - (b) Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland,
 - (c) The Australian Workers' Union of Employees, Queensland,
 - (d) The Transport Workers' Union of Australia, Queensland Branch, Union of Employees and
 - (e) The Queensland Services, Industrial Union of Employees.

4. Application

4.1 This agreement shall apply to Council, all Council employees covered by Queensland Local Government Industry (Stream A) Award – State 2017, the Queensland Local Government

Industry (Stream B) Award – State 2017, the Queensland Local Government Industry (Stream C) Award – State 2017 and unions named in clause 3.1 of this agreement.

4.2 This Agreement shall not apply to the employment terms and conditions of Senior Officers as provided for in Division 2 – Section 1, clause 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017.

5. Parent Awards

- 5.1 The Agreement shall be wholly read and interpreted in conjunction with the terms and conditions of the following industrial instruments:
 - (a) Queensland Local Government Industry (Stream A) Award State 2017;
 - (b) Queensland Local Government Industry (Stream B) Award State 2017;
 - (c) Queensland Local Government Industry (Stream C) Award State 2017;
 - (d) Training Wage Award State 2012;
- 5.2 Order Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003; and
- 5.3 Supply of Tools to Apprentices.

6. No extra claims

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

7. Dates of operation

This agreement shall operate from the date of certification and until 31 August 2025.

8. Renegotiation

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

9. Purpose and Objectives of the Agreement

- 9.1 Purpose
 - (a) This agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in Council and improved working conditions for employees.
 - (b) This agreement has been negotiated to ensure the continuation of reform processes and to provide a mechanism through which further reforms may occur.

9.2 Objectives of Agreement

- (a) This agreement facilitates a workplace that is responsive to a changing environment. Accordingly, it assists Council and its employees to maximise efficiency and effectiveness.
- (b) This process will include the following elements:

- (i) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- (ii) Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and council's customers.
- (iii) Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- (iv) Commit to maintaining a healthy and safe work environment including proactive efforts to improve and maintain mental health and wellbeing.
- (v) Focus on competitiveness to ensure Council maintains a viable, effective and secure workforce.
- (vi) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access to relevant training programs in order that employees can achieve these objectives.
- (vii) Commit to and cooperate with the terms of this agreement to ensure its ongoing success.

10. Joint Consultative Committee (JCC)

- (a) The implementation of this agreement is the responsibility of Council's executive management team.
- (b) To facilitate the implementation of this agreement and to ensure effective communication and consultation between the parties to this agreement, a Joint Consultative Committee shall be established.
- (c) The JCC shall consist of a maximum of five management representatives and twelve union employee representatives in total.
- (d) The JCC shall meet at least quarterly, or as required, for the purposes of monitoring the implementation of this agreement, evaluating any performance indicators established under the agreement and to discuss any issues arising from the agreement or workplace issues.

11. Workplace change and consultation

- (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council will consult as follows:
 - (i) As soon as practicable after a change is proposed and prior to any decision being made, consult each affected employee and the relevant union/s, of the proposed change.
 - (ii) Consult with the affected employees and the relevant union/s, the effects the changes are likely to have on the employees and measures to avert or mitigate the adverse effects of such changes on employees. This information will be provided in writing to the affected employees and relevant union/s.

- (iii) Give prompt and genuine consideration and shall report back in writing on any matters raised by the employees and/or the relevant union/s in relation to the changes.
- (iv) Commence discussions as early as practicable before a definite decision has been made by Council to make the changes.
- (v) For the purposes of such discussion, provide in writing to the employees concerned and relevant union/s, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.
- (b) During this period, assess whether there will be redundancies and if so, any redeployment options as a result of the workplace change.
- (c) Where Council is proposing to undertake restructuring which may result in a position becoming redundant, Council shall provide the affected employees and relevant union/s a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, the responsibilities of the proposed new positions and a list of the potentially affected positions including Council's proposal to mitigate the effects on each affected employee.
- (d) 'Significant effects' include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminishing of job opportunities; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (e) Where the Parent Awards make provisions for alteration of any of the matters referred to in clause 11, an alteration shall be deemed not to have significant effect.

12. Dispute resolution

- 12.1 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.
- 12.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation, discussion and the avoidance of interruption to work performance.
- 12.3 This procedure shall be adopted by the parties in circumstances where a dispute/grievance arises. In circumstances where Council's dispute resolution or grievance procedures do not resolve the complaint, the parties may refer the matter to the Queensland Industrial Relations Commission in accordance with this clause.
- 12.4 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 without stoppage or the imposition of a ban, limitation or restriction. Where the dispute involves a bona fide

health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative work in the meantime.

- 12.5 No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 12.6 Any disagreement between the parties as to the interpretation or implementation of this agreement or any workplace dispute shall be subject to the following steps:
 - Stage 1: In the first instance, the employee shall inform such employee's immediate supervisor of the existence of the grievance or dispute and they shall attempt to resolve the grievance or dispute. If the grievance is with the immediate supervisor, the employee shall inform their immediate supervisor's supervisor. Discussions should take place within 24 hours and the procedure shall not extend beyond seven days.
 - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line manager. The manager will consult with the relevant parties. Discussions should take place between the employee and such employee's manager within 48 hours and the procedure shall not extend beyond seven days.
 - **Stage 3:** If the grievance is still unresolved, the aggrieved employee may submit the matter in writing to the Chief Executive Officer, if such employee wishes to pursue the matter further. If desired by either party, the matter may also be notified to the relevant union, this stage is not to exceed 14 days.
- 12.7 If, after the above steps the matter remains unresolved, the dispute may be referred by either party to the Queensland Industrial Relations Commission for conciliation and if it remains unresolved, either party may utilise the Commission's arbitration provisions. Any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.
- 12.8 Council shall ensure that:
 - (a) Employees are entitled to their choice of union representative at all steps of the process.
 - (b) The employee's union representative will have the opportunity to be present during all aspects of the grievance.
 - (c) The grievance or dispute shall be investigated in a thorough, fair and impartial manner.
- 12.9 Council may appoint an appropriately qualified third party to investigate the grievance or dispute. Council may consult with the employee union representative in appointing an investigator. If the matter is notified to the union, the investigator shall also consult with the employee union representative during the course of the investigation. The appointed person shall be other than the employee's supervisor or manager. Council shall advise the employee initiating the grievance, the employee's union representative, if relevant and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

- 12.10 Either party may raise the issue to a higher stage at any time, having regard to the issue involved, provided that the dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.
- 12.11 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.
- 12.12 Throughout all stages of the procedures, all relevant facts shall be clearly identified and recorded.

13. Redundancy and redeployment

13.1 Following the consultation process with affected employees and their representatives outlined in clause 11, if Council has decided that changes and/or redundancies are still required, the following process shall be followed:

Step 1 - Voluntary redundancies

- (a) Council will initially offer voluntary redundancies to the affected group of employees. In doing this, Council shall look for expressions of interest from relevant personnel within the affected group of employees; provided that, on business grounds, Council shall maintain the right to refuse to provide a voluntary redundancy to employees within the relevant classifications who have expressed their interest in accepting a redundancy.
- (b) Should there be insufficient employees from within a certain group of employees lodging an expression of interest in a voluntary redundancy, Council shall open the expressions of interest in voluntary redundancy to other appropriate employees; provided that, on business grounds, Council shall maintain the right to refuse to provide a voluntary redundancy to employees who express their interests in accepting one.
- (c) Where an employee volunteers to accept a redundancy and council agrees to such voluntary redundancy, the employee shall receive the same entitlements as that stated in Step 4 below.

Step 2 - Redeployment

The effect of the redeployment process is that an employee whose position has been made redundant may have the opportunity to maintain their employment with council. Where redeployment is possible, as and where required, the redeployed employee shall receive the necessary training in the new role.

Step 3 - Job swap

(a) Should there be insufficient employees from within the directly impacted group of employees lodging expressions of interest in a voluntary redundancy or redeployment, Council shall open the expressions of interest in voluntary redundancy to other employees in similarly classified or qualified positions across Council, provided that,

- on business grounds, Council shall maintain the right to refuse to provide a voluntary redundancy to an employee who expresses their interest in accepting one.
- (b) Where a voluntary redundancy is agreed, Council may offer to redeploy the employee whose role has been identified as redundant to the role of the employee who has been approved for voluntary redundancy, where the employee has the relevant skills and qualification to undertake that work or can be reasonably retrained.

Step 4 - Involuntary redundancies

- (a) Where there are insufficient expressions of interest in voluntary redundancies and Council has determined that the identified positions are to be made redundant, employees whose roles are being made redundant shall be entitled to severance pay calculated as follows:
 - (i) At the rates set out by the Queensland Employment Standards for employees who have completed between at least one year but not more than four years of continuous service.
 - (ii) If an employee has completed four years of service, they are entitled to redundancy pay at the rate of two weeks' pay for each complete year of continuous service with Council, plus a pro-rata amount for an incomplete year (whole months only taken into account).
 - (iii) The redundancy payments are subject to a maximum payment of 52 weeks.

13.2 Salary maintenance – redeployment

- (a) If an employee is redeployed to a position classified at a lower level due to a redundancy, the employee's base rate of pay shall be maintained at the level that the employee was employed at immediately prior to the redeployment. The salary maintenance shall apply for a maximum period of 12 months from the date of redeployment and any wage increases passed during this period shall apply.
- (b) Subject to clause 13.2(a), an employee redeployed to a position of lower classification level, shall continue to accrue all leave entitlements at the level that the employee was employed at immediately prior to the redeployment. All leave accrued after 12 months from the redeployment date, shall accrue at the rate of the classification level to which the employee is redeployed.

PART B - WORK ARRANGEMENTS

14. Types of employment

14.1 Full-time

A full-time employee is a permanent or fixed/maximum term employee who is engaged to work the number of hours stipulated by clause 15 of this Agreement, depending on their coverage by the relevant Parent Award.

14.2 Part-time

- (a) A part-time employee is a permanent or fixed/maximum term employee who is engaged to work on pre-determined days of the week for a regular number of hours as stipulated by the relevant Parent Award.
- (b) By mutual agreement, a part-time employee may be required to work additional ordinary hours above their regular hours, up to and including the full-time equivalent hours. Additional hours worked within the spread of ordinary hours prescribed in clause 15 of this Agreement, up to the full-time equivalent hours, shall be paid at ordinary rate. Any hours worked outside of the spread of ordinary hours or in excess of the full-time equivalent shall be paid at overtime rates.

14.3 Casual

A casual employee is an employee who is engaged and paid as such, up to the maximum hours per week equivalent to full-time hours as determined by the relevant Parent Award.

14.4 Fixed/Maximum term

- (a) The parties recognise that Council may be required to engage employees on a fixed/maximum term basis in circumstances, including but not limited to the following:
 - (i) Where the position is required for a set timeframe; and/or
 - (ii) Where the position is required for the life of a project; and/or
 - (iii) Where the position is only created for the life of a set amount of funding.

15. Hours of work

- 15.1 The principle behind hours of work and a rostered day off is for the hours to be worked in such a manner that the delivery of Council services is optimised.
- 15.2 The spread of ordinary hours shall be 6.00am to 6.00pm, Monday to Friday.
- 15.3 The maximum number of daily hours as per the relevant Parent Award shall not be exceeded without overtime rates applying as per that Award.
- 15.4 The ordinary working hours of employees covered by Stream B and C Awards will be 38 hours per week or 76 hours per fortnight.
- 15.5 The ordinary working hours of employees covered by Stream A Award, other than those supervising others, will be 36.25 per week or 72.5 hours per fortnight.
- 15.6 Employees covered by Stream A Award, who directly supervise employees covered by Stream B or C Awards and are required to work 38 hours per week, shall be paid for 38 hours per week.
- 15.7 The hourly rate of supervisors working under clause 15.6, shall be calculated at the ordinary hourly rate using 36.25 as a divisor. This hourly rate shall also be used for the purpose of calculating overtime, if applicable.
 - For example, where the weekly ordinary base of rate for level 6.1 is \$1,468.00, the hourly ordinary rate of pay shall be calculated as follows: $$1,468.00 \div 36.25 = 40.496 .

A supervisor working 38 hours per week as required by clause 15.6 of this Agreement shall be paid the following ordinary weekly rate of pay: $$40.496 \times 38$ (hours per week) = \$1,538.85. \$40.496 shall be the ordinary hourly rate for the purpose of calculating overtime.

15.8 Supervisors working under clause 15.6 shall accrue all leave entitlements at the rate of 7.6 hours per day or 38 hours per week.

16. Rostered Days Off (RDOs)

- 16.1 All employees shall work a nine day fortnight with one Rostered Day Off (RDO) in each fortnightly cycle.
- 16.2 Generally, accrued RDOs must be taken when due and no banking of RDOs will be permitted. However, if an employee is required to work on an RDO by management, the employee may bank up to a maximum of three days.
- 16.3 Notwithstanding clause 16.2, the CEO may approve additional banked RDOs for particular operational requirements.

Banked RDOs

- 16.4 A banked RDO may be taken at any time subject to:
 - (a) Mutual agreement between the employee and their supervisor;
 - (b) The employee giving at least 48 hours' notice to their supervisor, except in an emergency when less notice may be given; and
 - (c) The time off doesn't impose on operational demands.

Make-up time

16.5 By mutual agreement between the employer and the employee, an employee may elect to work up to two hours 'make-up time', under which the employee takes time off during ordinary hours of work and works those hours at an alternative time that is agreeable and suitable to both the employer and the employee.

RDOs - Employees covered by Stream A Award

- 16.6 An RDO may be taken on any agreed day, depending on the operational requirements of Council and the needs of the employees.
- 16.7 An employee may opt out of any work cycle arrangement for agreed periods or revert to the standard work cycle on a permanent basis.

RDOs - Employees covered by Stream B and C Award

- 16.8 Employees may request to re-allocate an RDO to a mutually agreeable alternative day. This change shall be implemented following agreement between management and the majority of employees within a work group. Any change to an RDO pursuant to this clause shall also apply to the relevant supervisor/s, if applicable.
- 16.9 A different work cycle may be agreed upon depending on the operational requirements of Council and the needs of the employees.
- 16.10 Employees may request to work a different work cycle (e.g. a 10-day fortnight or a 19 day four–week cycle).

17. Flexible working arrangements

17.1 The parties are committed to providing 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.

- 17.2 Flexible working arrangements will adhere to the terms of the relevant Parent Award and may include changes to hours of work, the place where the employee works (including working from home), job sharing or requests for part-time work. Job sharing and part-time work requests may be agreed for specified period of time or on a permanent basis.
- 17.3 Council will give due consideration to all requests and is committed to accommodating them where possible. Flexible working arrangements may be varied by mutual agreement at any time. Council and the employee will have the right to request a review of flexible working arrangements every twelve months.
- 17.4 Where requests to work from home are agreed, such arrangements shall be documented and shall cover matters such as insurance, equipment, access arrangements, security and workplace health and safety.
- 17.5 No employee shall work from home without approval. It is envisaged that home-based work arrangements shall generally be available for project work or where circumstances are considered suitable and can be accommodated operationally.

18. Major works projects

- 18.1 For major works projects, a spread of times and days to be worked shall be by mutual agreement, to give flexibility to Council and the employees. This flexibility is not to be unreasonably withheld.
- 18.2 Flexibility arrangements shall include the following circumstances:
 - (a) Ordinary hours may be spread over seven days and paid as per the relevant Parent Award;
 - (b) Working days may be arranged over an extended period to accommodate peaks and troughs in workloads or climatic weather patterns; or
 - (c) Working hours may be adjusted to reflect daylight hours.
- 18.3 If there is only a short amount of work left to complete a job and to save having to return to the jobsite the next day, work may continue after the normal ceasing time subject to supervisor approval.

19. Local area work agreement

- 19.1 Where Council and a group of employees agree there is a need for flexibility, work arrangements may be changed to implement flexibility that suits the needs of the workgroup requisite work to be performed and the parties agree to the provision of this agreement.
- 19.2 Where Council and the relevant workgroup/s agree there is a need for flexible work agreements, the following process will be followed:
 - (a) Consultation is undertaken with the directly affected employees and relevant unions;
 - (b) The arrangement must meet the operational requirements of Council;
 - (c) Agreement shall be obtained from more than 70% of affected employees; and
 - (d) A ballot of all affected employees be conducted at least seven days after notice of the proposed agreement is presented to employees.

- 19.3 A copy of any arrangements made pursuant to this clause must be provided to the employees and relevant union/s and shall be read as part of this Agreement.
- 19.4 The terms of a new work arrangement must be in writing and be signed by the CEO and the affected employees.
- 19.5 No disadvantages are to be realised by employees as a result of the varied work arrangements. Where significant workplace change occurs, any existing workplace arrangements will be reviewed.

PART C - REMUNERATION

20. Wages

- 20.1 Council agrees to pay all employees covered by this Agreement, the following wage increases:
 - (a) 2.5% or the same percentage increase as that determined by the State Wage Case (SWC) decision (whichever is the higher), effective from the 1st pay period after certification, backdated to 1 July 2022; and
 - (b) 2.5% or the same percentage increase as that determined by the SWC decision (whichever is the higher), effective from 1 September 2023; and
 - (c) 2.5% or the same percentage increase as that determined by the SWC decision (whichever is the higher), effective from 1 September 2024; and

20.2 Wage increases post expiry of the Agreement:

If a new Agreement has not been finalised by 1 September 2025, Council will continue to pay all employees covered by this Agreement, the 2.5% increase or that determined by the SWC decision until a new agreement is reached.

21. Overtime

Overtime, including call outs, can only be worked with the prior approval of management and shall be paid at the appropriate penalty rate in accordance with the relevant Parent Award.

22. Minimum entry levels and increments

- 22.1 The minimum rate of pay for all employees covered by the Stream B Award will be Level 3, accepting that non-maintenance and non-construction employees may be appointed at entry levels below Level 3.
- 22.2 The minimum rate of pay for all employees covered by the Stream A Award will be Level 2.1.
- 22.3 Council will still utilise the relevant apprentice, trainee and junior rates as applicable.

23. Higher duties

- 23.1 An employee who performs higher duties for less than four hours on any day, will be paid at the higher rate for the actual hours worked.
- 23.2 If an employee performs higher duties for more than four hours on any day, will be paid higher duties for the whole day.

24. Travel

24.1 All employees travelling back from the job site to the depot/office following the completion of their work shall be paid for that travel time at the rate of time and one-half (150%).

- 24.2 All employees required to work and stay away from their home shall be afforded reasonable travel arrangements. This may include provision of a vehicle for reasonable personal use (including travel to the grocery store or restaurant for meals), or all such reasonable travel costs where public transport or a taxi service is unavailable.
- 24.3 An employee required to travel as part of the employee's duties outside the prescribed ordinary hours of work shall be paid for travelling time at ordinary rates (100%), provided that such payment shall not exceed the ordinary hours on any day. The employee will adjust their start or finish times for the day to comply with this requirement.

25. Superannuation

Council shall make superannuation contributions to a complying superannuation fund of the employee's choice in accordance with legislative requirements.

26. Salary packaging

- 26.1 Any employee is entitled to salary package their remuneration.
- 26.2 The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.
- 26.3 The employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have sought advice from an appropriately qualified financial advisor
- 26.4 Council will not provide salary packaging advice to employees.

27. Allowances

27.1 Living away from home

If an employee is required to stay away from their home base overnight, Council will pay for meals and accommodation. However, if employees are required to supply their own meals, an allowance of \$60 per day will be paid to cover the cost of meals.

27.2 Toilet cleaning

An employee designated to clean toilets will receive an allowance of \$7.50 per day whilst carrying out such duties.

27.3 Overtime meal

Employees working overtime shall be entitled to an overtime meal allowance of \$22.00. The overtime meal allowance shall only apply in accordance with the relevant provisions of the applicable Parent Award.

27.4 Synthetic fluids

- (a) Qualified and accredited mechanics/fitters who are, in their day to day duties, exposed to synthetic oil fluids and coolants in the maintenance and repair of:
 - (i) Power steering units;
 - (ii) Breaking systems;
 - (iii) Automatic transmissions; or
 - (iv) Air conditioning units
- (b) Shall be paid an allowance of \$0.30 for each hour worked with such substance/s.

27.5 Working on pumps/machinery involved with sewerage

A mechanical worker who, in their day to day duties, has 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 of the Stream B Award, whilst working on such equipment.

27.6 Repair of unclean vehicles

An employee who is employed on the repair of the bodies of vehicles used as sanitary or rubbish vehicles where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced, shall be paid an allowance of \$2.00 per hour, when engaged in such work.

27.7 Handling dead animals

An employee, who is required to handle or remove dead animals will receive an allowance of \$10.00 per day on the days those duties are performed. Council will provide appropriate animal disease vaccinations and suitable training to those employees who perform these duties.

27.8 Locality

- (a) All Council employees covered by this Agreement shall equally receive a Locality Allowance. The Locality Allowance will be paid in accordance with Division 2 – Section 1 – Schedule 2 of Stream A award, in accordance with the following criteria:
 - (i) The Dependent or Full Rate shall be \$136.00 per fortnight. This rate applies to employees with a dependent partner or dependent children, as defined by Australian Government Support Agencies e.g. Centrelink.
 - (ii) The Non-Dependent or Half Rate shall be \$68.00 per fortnight. This rate applies to employees with no dependent partner or dependent children under the age of 18, as defined by Australian Government Support Agencies e.g. Centrelink.
- (b) Employees in receipt of the Locality Allowance shall be ineligible to be paid any other award locality or district or divisional allowance however expressed.
- (c) The CEO undertakes to consider the circumstances of each employee in the implementation of this allowance to ensure the employee receives a fair entitlement.
- (d) Payment to part-time and casual employees will be pro rata to the fortnightly rate based on hours worked as a proportion of full-time hours.
- (e) The employee must advise Council of any changes to their particular circumstances within two months of the change.
- (f) This allowance will be paid during any paid leave taken by an employee.
- (g) This allowance will not be paid for any period of leave without pay taken by an employee.

27.9 Funeral

- (a) An employee who participates in funeral undertaking activities will be paid as follows:
 - (i) Undertaking allowance \$150 per funeral.
 - (ii) Morgue allowance for assisting the undertaker at the morgue, \$50 per funeral.
 - (iii) Body collection allowance \$100 per death.
 - (iv) Body collection allowance extenuating circumstances \$300 per death.
- (b) An employee who participates in funeral and body collection activities will receive appropriate training and support.

27.10 On call

The on call allowance shall be as per the relevant Parent Award, except that the provisions of Stream B - Division 2 – Section 5 (Operational Services) clause 18.5 will apply to employees employed under Stream C – Division 2 – Section 1 (Building Trades Services).

PART D - MISCELLANEOUS CONDITIONS

28. Classifications and Position Descriptions

28.1 Classifications

Council positions are classified in accordance with the level definitions provided for in the relevant Parent Award.

28.2 Position Descriptions

- (a) All positions must have a position description. Council will provide each employee, on commencement of employment and by request from the employee, a position description which clearly and accurately identifies:
 - (i) The position purpose;
 - (ii) The responsibilities of the position;
 - (iii) The skills, knowledge, experience, qualifications and training required for the position:
 - (iv) The organisational relationship of the position; and
 - (v) The safety requirements and responsibilities for the position.

28.3 Reclassification

- (a) Whenever a position is redesigned by Council, the position will require a review of the classification conducted in consultation with the relevant employee.
- (b) An employee may dispute the reclassification determined by the Council. Any disputes that are initiated regarding reclassification shall be dealt with in accordance with the disputes procedure contained in this agreement.
- (c) An employee may make a request to the CEO for reclassification at any time where the employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by the Council. The employee will receive written notification that their request has been received.
- (d) The reclassification procedure will not exceed a period of eight weeks following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the employee shall be back paid to the date the application is made.
- (e) An employee may request a union or other representative to represent them throughout the reclassification process.
- (f) Where it is identified that an employee performs a duty on a regular basis that is of a higher classification, they shall be reclassified to the higher level. Regular basis is defined as working greater than 50% of their working time in the previous year on a consistent basis.

28.4 Annual appraisals

A highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity. As a key part of annual appraisals, Council will work with the employee to:

(a) Reassess the accuracy and relevancy of their position description and classification to the current required responsibilities, duties and tasks associated with their role;

- (b) Identify an individual development plan and opportunities to expand the employee's skills and experience; and
- (c) Identify progression, higher duties and secondment opportunities to assist the employee with career development.

28.5 Employee development and training

- (a) The parties recognise that in order to increase the efficiency and productivity of the Council operations, a significant commitment to structured training and skill development is required.
- (b) Council is committed to employee training and developing a more highly skilled and flexible workforce. All employees are entitled to a learning and development plan to be developed in consultation and through mutual agreement with their relevant supervisor.
- (c) Training and skill development, where possible, is to be carried out in normal working hours and where possible, travel will be undertaken during normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. Any Council organised training outside normal working hours shall have regard to employees' family responsibilities.
- (d) Council agrees to pay and recognise all reasonable costs and time off incurred when employees are required by management to attend courses and other agreed activities which:
 - (i) Satisfy organisational development needs;
 - (ii) Are directly related to employee work areas;
 - (iii) Provide skills appropriate to employee career paths; or
 - (iv) Are required to provide professional or trade credentials.
- (e) Where Council requests an employee (including casual employees) to attend training outside of normal working hours, the employee may elect to take time off in lieu or be paid overtime rates. This will include travelling time in excess of the employee's normal commuting time.
- (f) All reasonable travelling and out of pocket expenses (including meals) incurred by an employee whilst attending training shall be reimbursed and no employee will suffer from a loss of pay.
- (g) If an employee attends training which is approved by Council but is not essential to the employee's role and travel to the training is outside of normal working hours, such travel will be taken on the employee's own time and no cost will be incurred by Council as a result of such travel time.
- (h) Council will be responsible for all reasonable travel costs (accommodation, meals, transport) of the employee attending the non-essential training.
- (i) Trainees and apprentices who are required to attend compulsory training courses will be provided with reasonable transport and/or accommodation assistance as approved by the CEO. The expenses will only be reimbursed where not covered by the training organisation.

28.6 Training on plant and equipment

- (a) The CEO may authorise the use of plant and equipment, which is not required for Council projects at a given time, by employees, for training or gaining of experience.
- (b) It is envisaged that in selected circumstances, the Council would make such plant and equipment and an operator available for employees to gain experience and an operator's qualification. Such training shall be completed in the employee's time.

28.7 Maximum use of plant

One object of this agreement is to obtain the maximum benefit and use of Council's plant. Where necessary, more than one operator may be used to operate an item of plant over an extended period of time.

28.8 Employment security/use of contractors

- (a) Council will endeavour to preserve as many of the positions that currently exist within Council and it will take steps to ensure that it has the benefit of a stable and committed workforce.
- (b) Such steps shall include measures to increase the security of employees' employment.
- (c) However, the parties recognise that the Council may require the use of contractors to carry out Council work where the work volume is beyond the capacity of Council resources or existing employees or where the type of work or specialisation required is beyond the capacity of Council resources or existing employees.
- (d) Contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- (e) Council will formally include in all contractor tender specifications that contractors are required to ensure that the wages and conditions of those contract employees are not in breach of any Commonwealth or State legislation or awards pertaining to their employment.
- (f) The use of contractors will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

28.9 Council uniforms

- (a) All employees are required to wear the Council approved uniform while at work.
- (b) Council will supply uniforms in accordance with the relevant Policy on uniforms.

PART E - EMPLOYMENT RELATIONS

29. Union encouragement

At the point of engagement, Council shall provide employees with a list of unions' parties to this agreement and their employee representatives.

30. Union representatives

30.1 Union representatives have a role to play within a workplace. The existence of accredited union representatives is encouraged.

- 30.2 Union representatives shall be allowed access to and reasonable use of Council facilities and resources for the effective delivery of their roles and responsibilities where it is relevant to the workplace.
- 30.3 Council will not hinder accredited union representatives in the reasonable and responsible performance of their duties provided that the operations of Council will not be unduly disrupted.

31. Deduction of union fees

Council shall, on the request in writing of an employee, pay to a union nominated by the employee out of the money due to the employee in respect of wages, the membership contribution of the employee for that union.

32. Trade Union training leave

Paid leave of absence of up to five days per calendar year may be granted to employees who are recognised union representatives to attend trade union training, conferences or courses relevant to industry and local government, provided that the operations of Council will not be unduly disrupted.

PART F - LEAVE ENTITLEMENTS

33. Bereavement

- 33.1 Upon the death of an immediate family member (as defined by this Agreement), an employee may be granted five days leave, consisting of three days paid bereavement leave and two days to be taken from their personal leave entitlements.
- 33.2 Where the bereavement situation requires travel outside of the region and the employee can demonstrate that such travel requires more than three days leave, the CEO will approve an extra two days paid bereavement leave.
- 33.3 Employees may be granted up to two days leave, to be taken from their personal leave entitlements, where the deceased person is a relative but falls outside the definition of an immediate family member.
- 33.4 Bereavement leave shall be subject to the production of satisfactory evidence of death.
- 33.5 Access to be reavement leave in other special circumstances may be available subject to the approval of the CEO. This may include cultural, kinship and religious obligations.

34. Annual

- 34.1 All employees (other than casuals) are entitled to accrue five weeks annual leave per annum with 17.5% annual leave loading.
- 34.2 Where employees accumulate more than ten weeks annual leave, they may be asked to utilise such leave as to bring the balance below ten weeks within a reasonable timeframe. Where agreement cannot be reached on the taking of such leave, the employee may be directed to take a period of leave in accordance with s33 of the *Industrial Relations Act 2016*.

35. Leave without pay

35.1 Employees may apply to access leave without pay for up to a maximum of one year, provided they were employed by Council for at least 12 months and their performance is found to be satisfactory.

- 35.2 Approval of leave without pay is at the discretion of the CEO and such leave will not constitute a break in the continuity of service of the employee.
- 35.3 Leave without pay for periods greater than six months 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 same rate of pay and not necessarily in their previous position.
- 35.4 For periods of leave without pay of less than six months, Council will return the employee to their previous position.

36. Long service

- 36.1 All employees covered by this Agreement will be entitle to 13 weeks of long service leave after 10 years of employment.
- 36.2 An employee who has more than seven but less than ten years of continuous service is entitled to a proportionate payment of long service leave upon termination of employment.
- 36.3 The payment stipulated in clause 36.2 does not apply where the termination of employment was for gross misconduct.

37. Personal

- 37.1 All employees (other than casuals) are entitled to accrue 15 days personal leave per annum.
- 37.2 Council's payroll system accrues personal leave gradually throughout the course of a year. Recognising that Stream A Award only entitlement accrues at the commencement of each year, an employee may take personal leave up to their annual entitlement in advance of the payroll system accrual.
- 37.3 There shall be no limit on the maximum amount of personal leave that an employee may accrue.
- 37.4 In accordance with the *Industrial Relations Act 2016*, a medical certificate or other satisfactory evidence is required for all absences in excess of two working days.
- 37.5 Where Council believes that there is an established pattern of absenteeism or an excessive quantity of uncertified personal leave, an employee may be required to provide a medical certificate or statutory declaration for less than two days' absence in order to be entitled to personal leave in accordance with the below procedure.
- 37.6 If an employee is unable to attend a doctor to obtain a medical certificate, a statutory declaration declaring that the employee was absent due to injury/illness and the reason why the employee was unable to attend the doctor, will be accepted.
- 37.7 Procedure for managing excessive absenteeism
 - (a) Where an employee is deemed to have an unsatisfactory personal leave record over a period of six months, the supervisor shall in the first instance discuss the matter with the employee in order to determine any contributing factors. During this discussion, the employee's supervisor shall explain the requirements of this procedure.
 - (b) At any time during this process, an employee shall have the right to be accompanied by a support person or represented by a union representative.

- (c) Where the discussion with the supervisor does not result in a considerable improvement over the following three months, the employee shall be interviewed by their manager. The employee shall be notified in writing of the time, date, reason for the meeting and that they are entitled to have an advocate or a support person of their choice present at the initial and any subsequent meeting.
- (d) If the discussion does not provide satisfactory reasons for the employee's absences, a letter of warning shall be provided to the employee indicating proof of illness or a medical certificate is required for any absence in the following three months. The letter shall also include appropriate actions for improved attendance to be achieved within three months.
- (e) If no improvement is observed in the next three months, the employee shall be interviewed again. If the reasons provided are unsatisfactory the employee shall then be provided with a second letter of warning. This letter of warning shall inform the employee that unless their attendance record improves, further disciplinary action up to and including termination of employment may follow.
- (f) If the above action still results in unsatisfactory attendance within three months, disciplinary action may be taken.

38. Parental Leave

38.1 Maternity

- (a) An employee will be eligible to access six weeks maternity leave at full pay or 12 weeks at half pay, in addition to the existing parental leave conditions.
- (b) Maternity leave applies to eligible Council employees who are pregnant or have given birth to a child, it also includes adoption of a child under one year of age.
- (c) To be eligible for this payment, employees must have completed two years of service with Council. Employees who have less than two years but greater than one year of service will be entitled to three weeks of paid maternity leave.

38.2 Enhanced parental

- (a) Employees must qualify for parental leave to gain additional access to annual leave and long service leave as follows:
 - (i) Employees 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.
 - (ii) Employees eligible for long service leave after seven years may nominate to take their long service leave in conjunction with their parental leave.
 - (iii) For part time employees, this clause will apply on a pro-rata basis.

38.3 Paid parental (non-birth partner)

On approved application, Council will pay five days parental (non-birth partner) leave at full pay (at any time associated with the birth) to an eligible employee, subject to the employee having had two years continuous service with Council.

39. Leave at half pay

Annual leave, personal leave, long service leave, parental leave and bereavement leave may be accessed at half pay. Leave accruals during this period will be 50% of the normal accruals.

40. Emergency services

- 40.1 If an employee is a member of an emergency service and attends an emergency callout, that employee will suffer no loss of pay. Where an employee is paid by emergency services, Council will pay the employee the amount of the difference between the employee's emergency service pay and the employee's ordinary earnings.
- 40.2 A member of the emergency services attending a callout after hours, must have a ten hour fatigue break prior to attending work.
- 40.3 The CEO may approve paid leave for State Emergency Service training in working hours, provided the leave does not affect the operations of Council.

41. Jury service

Leave without pay shall be granted to employees required to attend for jury duty. Where the amount of the jury fee is less than the normal salary of the employee, Council shall pay the employee their normal salary and the employee shall refund to Council any monies received from the Court.

42. Natural disaster

Employees who are prevented from attending their normal place of work because of floods, fire or severe storms shall be permitted to access up to five days annual leave, long service leave or banked RDOs, per calendar year for the period of isolation.

43. Annual closedown

- 43.1 Council operations shall be closed during the Christmas/New Year period. Council will advise employees of the dates for the annual closedown by 1 September each year.
- 43.2 Employees will be required to take banked RDOs and/or accrued leave over this period.
- 43.3 A skeleton crew, as determined in consultation with employees, will be maintained on duty for the duration of the shutdown, including adequately qualified employees to deliver essential services.
- 43.4 Final approval of the closedown roster is with management.
- 43.5 During the closedown, employees acknowledge that they will undertake a variety of duties. Higher duties will be paid where applicable.

44. Schedules

Classification	Stream A	Award Rates 01/09/2021	July 2021 Increase	September 2021 Increase	Casual Rates 25% September 2021	Casual Rates 31 % September 2021	Over Award Payment	September 2022 - Weekly Rate	Casual Rates 25% September 2022	Casual Rates 31 % September 2022
500	Level 1	\$ 842.50	\$213	\$ 1,055.5000	\$ 1,319.3750	\$ 1,382.7050		\$ 1,104.05	\$ 1,380.07	\$ 1,446.31
501	2	\$ 867.50	\$213	\$ 1,080.5000	\$ 1,350.6250	\$ 1,415.4550		\$ 1,130.20	\$ 1,412.75	\$ 1,480.57
502	3	\$ 893.00	\$213	\$ 1,106.0000	\$ 1,382.5000	\$ 1,448.8600		\$ 1,156.88	\$ 1,446.10	\$ 1,515.51
503	4	\$ 893.00	\$213	\$ 1,106.0000	\$ 1,382.5000	\$ 1,448.8600		\$ 1,156.88	\$ 1,446.10	\$ 1,515.51
504	5	\$ 915.00	\$213	\$ 1,128.0000	\$ 1,410.0000	\$ 1,477.6800		\$ 1,179.89	\$ 1,474.86	\$ 1,545.65
505	6	\$ 928.00	\$213	\$ 1,141.0000	\$ 1,426.2500	\$ 1,494.7100		\$ 1,193.49	\$ 1,491.86	\$ 1,563.47
506	Level 2	\$ 953.50	\$213	\$ 1,166.5000	\$ 1,458.1250	\$ 1,528.1150		\$ 1,220.16	\$ 1,525.20	\$ 1,598.41
507	2	\$ 981.00	\$213	\$ 1,194.0000	\$ 1,492.5000	\$ 1,564.1400		\$ 1,248.92	\$ 1,561.16	\$ 1,636.09
508	3	\$ 1,006.50	\$213	\$ 1,219.5000	\$ 1,524.3750	\$ 1,597.5450		\$ 1,275.60	\$ 1,594.50	\$ 1,671.03
509	4	\$ 1,006.50	\$213	\$ 1,219.5000	\$ 1,524.3750	\$ 1,597.5450	\$ 15.00	\$ 1,291.29	\$ 1,614.11	\$ 1,691.59
510	Level 3	\$ 1,034.50	\$213	\$ 1,247.5000	\$ 1,559.3750	\$ 1,634.2250		\$ 1,304.89	\$ 1,631.11	\$ 1,709.40
511	2	\$ 1,034.50	\$213	\$ 1,247.5000	\$ 1,559.3750	\$ 1,634.2250	\$ 15.00	\$ 1,320.58	\$ 1,650.72	\$ 1,729.95
512	3	\$ 1,062.50	\$213	\$ 1,275.5000	\$ 1,594.3750	\$ 1,670.9050		\$ 1,334.17	\$ 1,667.72	\$ 1,747.77
513	4	\$ 1,070.50	\$213	\$ 1,283.5000	\$ 1,604.3750	\$ 1,681.3850	\$ 15.00	\$ 1,358.23	\$ 1,697.79	\$ 1,779.28
514	Level 4	\$ 1,092.00	\$213	\$ 1,305.0000	\$ 1,631.2500	\$ 1,709.5500		\$ 1,365.03	\$ 1,706.29	\$ 1,788.19
515	2	\$ 1,120.00	\$213	\$ 1,333.0000	\$ 1,666.2500	\$ 1,746.2300		\$ 1,394.32	\$ 1,742.90	\$ 1,826.56
516	3	\$ 1,147.50	\$213	\$ 1,360.5000	\$ 1,700.6250	\$ 1,782.2550		\$ 1,423.08	\$ 1,778.85	\$ 1,864.24
517	4	\$ 1,147.50	\$213	\$ 1,360.5000	\$ 1,700.6250	\$ 1,782.2550	\$ 20.00	\$ 1,444.00	\$ 1,805.00	\$ 1,891.64
518	Level 5	\$ 1,176.00	\$213	\$ 1,389.0000	\$ 1,736.2500	\$ 1,819.5900		\$ 1,452.89	\$ 1,816.12	\$ 1,903.29
519	2	\$ 1,204.50	\$213	\$ 1,417.5000	\$ 1,771.8750	\$ 1,856.9250		\$ 1,482.71	\$ 1,853.38	\$ 1,942.34
520	3	\$ 1,204.50	\$213	\$ 1,417.5000	\$ 1,771.8750	\$ 1,856.9250	\$ 20.00	\$ 1,503.63	\$ 1,879.53	\$ 1,969.75
521	Level 6	\$ 1,255.00	\$213	\$ 1,468.0000	\$ 1,835.0000	\$ 1,923.0800		\$ 1,535.53	\$ 1,919.41	\$ 2,011.54
522	2	\$ 1,304.00	\$213	\$ 1,517.0000	\$ 1,896.2500	\$ 1,987.2700		\$ 1,586.78	\$ 1,983.48	\$ 2,078.68
523	3	\$ 1,363.50	\$213	\$ 1,576.5000	\$ 1,970.6250	\$ 2,065.2150		\$ 1,649.02	\$ 2,061.27	\$ 2,160.21
524	Level 7	\$ 1,363.50	\$213	\$ 1,576.5000	\$ 1,970.6250	\$ 2,065.2150	\$ 25.00	\$ 1,675.17	\$ 2,093.96	\$ 2,194.47
525	2	\$ 1,405.00	\$213	\$ 1,618.0000	\$ 2,022.5000	\$ 2,119.5800		\$ 1,692.43	\$ 2,115.54	\$ 2,217.08
526	3	\$ 1,405.00	\$213	\$ 1,618.0000	\$ 2,022.5000	\$ 2,119.5800	\$ 25.00	\$ 1,718.58	\$ 2,148.22	\$ 2,251.34
527	Level 8	\$ 1,446.00	\$213	\$ 1,659.0000	\$ 2,073.7500	\$ 2,173.2900		\$ 1,735.31	\$ 2,169.14	\$ 2,273.26
528	2	\$ 1,486.00	\$213	\$ 1,699.0000	\$ 2,123.7500	\$ 2,225.6900		\$ 1,777.15	\$ 2,221.44	\$ 2,328.07
529	3	\$ 1,526.00	\$213	\$ 1,739.0000	\$ 2,173.7500	\$ 2,278.0900		\$ 1,818.99	\$ 2,273.74	\$ 2,382.88
530	4	\$ 1,566.00	\$213	\$ 1,779.0000	\$ 2,223.7500	\$ 2,330.4900		\$ 1,860.83	\$ 2,326.04	\$ 2,437.69
531	5	\$ 1,606.00	\$213	\$ 1,819.0000	\$ 2,273.7500	\$ 2,382.8900		\$ 1,902.67	\$ 2,378.34	\$ 2,492.50

Classification	Stream A	Casual Rates 25% September 2022	Casual Rates 31 % September 2022
535	Level 1	\$ 1,380.07	\$ 1,446.31
536	2	\$ 1,412.75	\$ 1,480.57
537	3	\$ 1,446.10	\$ 1,515.51
538	4	\$ 1,446.10	\$ 1,515.51
539	5	\$ 1,474.86	\$ 1,545.65
540	6	\$ 1,491.86	\$ 1,563.47
541	Level 2	\$ 1,525.20	\$ 1,598.41
542	2	\$ 1,561.16	\$ 1,636.09
543	3	\$ 1,594.50	\$ 1,671.03
544	4	\$ 1,614.11	\$ 1,691.59
545	Level 3	\$ 1,631.11	\$ 1,709.40
546	2	\$ 1,650.72	\$ 1,729.95
547	3	\$ 1,667.72	\$ 1,747.77
548	4	\$ 1,697.79	\$ 1,779.28
549	Level 4	\$ 1,706.29	\$ 1,788.19
550	2	\$ 1,742.90	\$ 1,826.56
551	3	\$ 1,778.85	\$ 1,864.24
552	4	\$ 1,805.00	\$ 1,891.64
553	Level 5	\$ 1,816.12	\$ 1,903.29
554	2	\$ 1,853.38	\$ 1,942.34
555	3	\$ 1,879.53	\$ 1,969.75
556	Level 6	\$ 1,919.41	\$ 2,011.54
557	2	\$ 1,983.48	\$ 2,078.68
558	3	\$ 2,061.27	\$ 2,160.21
559	Level 7	\$ 2,093.96	\$ 2,194.47
560	2	\$ 2,115.54	\$ 2,217.08
561	3	\$ 2,148.22	\$ 2,251.34
562	Level 8	\$ 2,169.14	\$ 2,273.26
563	2	\$ 2,221.44	\$ 2,328.07
564	3	\$ 2,273.74	\$ 2,382.88
565	4	\$ 2,326.04	\$ 2,437.69
566	5	\$ 2,378.34	\$ 2,492.50

Classification	Stream B	New Rates 01/09/2021	Above Award July 2021	New Rate September 2021	Casual Rates September 2021	New Rate September 2022 - 4.6%	Casual Rates September 2022
600	6 months	\$ 867.50	\$ 213.00	\$ 1,080.5000	\$ 1,329.0150	\$ 1,130.20	\$ 1,390.15
601	1	\$ 867.50	\$ 213.00	\$ 1,080.5000	\$ 1,329.0150	\$ 1,130.20	\$ 1,390.15
602	2	\$ 893.00	\$ 213.00	\$ 1,106.0000	\$ 1,360.3800	\$ 1,156.88	\$ 1,422.96
603	3	\$ 893.00	\$ 213.00	\$ 1,106.0000	\$ 1,360.3800	\$ 1,156.88	\$ 1,422.96
604	4	\$ 915.00	\$ 213.00	\$ 1,128.0000	\$ 1,387.4400	\$ 1,179.89	\$ 1,451.26
605	5	\$ 928.00	\$ 213.00	\$ 1,141.0000	\$ 1,403.4300	\$ 1,193.49	\$ 1,467.99
606	6	\$ 953.50	\$ 213.00	\$ 1,166.5000	\$ 1,434.7950	\$ 1,220.16	\$ 1,500.80
607	7	\$ 981.00	\$ 213.00	\$ 1,194.0000	\$ 1,468.6200	\$ 1,248.92	\$ 1,536.18
608	8	\$ 1,006.50	\$ 213.00	\$ 1,219.5000	\$ 1,499.9850	\$ 1,275.60	\$ 1,568.98
609	9	\$ 1,034.50	\$ 213.00	\$ 1,247.5000	\$ 1,534.4250	\$ 1,304.89	\$ 1,605.01

Classification	Stream B	Casual Rates September
		2022
610	6 months	\$ 1,390.15
611	1	\$ 1,390.15
612	2	\$ 1,422.96
613	3	\$ 1,422.96
614	4	\$ 1,451.26
615	5	\$ 1,467.99
616	6	\$ 1,500.80
617	7	\$ 1,536.18
618	8	\$ 1,568.98
619	9	\$ 1,605.01

						New Rate	Casual Rates
		Award Rate	Above Award	New Rate	Casual Rates	01/09/2022	01/09/2022
Classification	Stream C	Sept 2021	01/07/2021	01/09/2021	01/09/2021	4.6%	4.6%
E	Building Trade	is					
700	Level 1(a)	\$ 842.50	\$213	\$ 1,055.50	\$1,298.2650	\$ 1,104.05	\$1,357.99
701	Level 1(b)	\$ 867.50	\$213	\$ 1,080.50	\$1,329.0150	\$ 1,130.20	\$1,390.15
702	Level 1 (c)	\$ 867.50	\$213	\$ 1,080.50	\$1,329.0150	\$ 1,130.20	\$1,390.15
703	Level 1(d)	\$ 893.00	\$213	\$ 1,106.00	\$1,360.3800	\$ 1,156.88	\$1,422.96
704	Level 2	\$ 915.00	\$213	\$ 1,128.00	\$1,387.4400	\$ 1,179.89	\$1,451.26
705	Trade 1	\$ 928.00	\$213	\$ 1,141.00	\$1,403.4300	\$ 1,193.49	\$1,467.99
706	Trade 2	\$ 953.50	\$213	\$ 1,166.50	\$1,434.7950	\$ 1,220.16	\$1,500.80
707	Trade 3	\$ 981.00	\$213	\$ 1,194.00	\$1,468.6200	\$ 1,248.92	\$1,536.18
	Engineering						
	C14	\$ 842.50	\$213	\$ 1,055.50	\$1,298.2650	\$ 1,104.05	\$1,357.99
	C13	\$ 842.50	\$213	\$ 1,055.50	-		\$1,357.99
	C12	\$ 867.50		\$ 1,080.50	-		\$1,390.15
	C11	\$ 893.00		\$ 1,106.00	\$1,360.3800		\$1,422.96
	C10	\$ 928.00		\$ 1,141.00	\$1,403.4300	_	\$1,467.99
713		\$ 953.50	\$213	\$ 1,166.50		\$ 1,220.16	\$1,500.80
714		\$ 981.00		\$ 1,194.00	\$1,468.6200	\$ 1,248.92	\$1,536.18
	C7	\$ 1,006.50	\$213	\$ 1,219.50	\$1,499.9850	\$ 1,275.60	\$1,568.98
716		\$ 1,062.50	\$213	\$ 1,275.50	\$1,568.8650	\$ 1,334.17	\$1,641.03
717	C5	\$ 1,092.00	\$213	\$ 1,305.00	\$1,605.1500	\$ 1,365.03	\$1,678.99
718		\$ 1,120.00		\$ 1,333.00	\$1,639.5900		\$1,715.01
719		\$ 1,176.00	\$213	\$ 1,389.00	\$1,708.4700	\$ 1,452.89	\$1,787.06
	C2(a)	\$ 1,204.50	\$213	\$ 1,417.50	\$1,743.5250	\$ 1,482.71	\$1,823.73
721	C2(b)	\$ 1,255.00	\$213	\$ 1,468.00	\$1,805.6400	\$ 1,535.53	\$1,888.70
	Nursing						
	AIN1-1	\$ 893.00	\$213	\$ 1,106.00	\$1,360.3800	\$ 1,156.88	\$1,422.96
723	AIN1-2	\$ 905.50	\$213	\$ 1,118.50	\$1,375.7550	\$ 1,169.95	\$1,439.04
	AIN2-1	\$ 921.00	\$213	\$ 1,134.00	\$1,394.8200		\$1,458.98
725	AIN2-2	\$ 939.00	\$213	\$ 1,152.00	\$1,416.9600		\$1,482.14
	AIN3	\$ 967.00		\$ 1,180.00	\$1,451.4000		\$1,518.16
	EN1-1	\$ 1,034.50		\$ 1,247.50	\$1,534.4250	_	\$1,605.01
	EN1-2	\$ 1,049.50		\$ 1,262.50			\$1,624.31
	EN2-1	\$ 1,054.50		\$ 1,267.50			\$1,630.74
	EN2-2	\$ 1,061.00		\$ 1,274.00			\$1,639.10
	RN1-1	\$ 1,066.50		\$ 1,279.50	\$1,573.7850		\$1,646.18
	RN1-2	\$ 1,133.50			\$1,656.1950		
	RN1-3	\$ 1,203.00			\$1,741.6800		
	RN1-4	\$ 1,267.00		\$ 1,480.00		\$ 1,548.08	\$1,904.14
	RN2-1	\$ 1,322.50			\$1,888.6650		\$1,975.54
	RN2-2	\$ 1,368.50			\$1,945.2450		
	RN3-1	\$ 1,437.50			\$2,030.1150	_	\$2,123.50
	RN3-2	\$ 1,489.00		\$ 1,702.00		\$ 1,780.29	_
	RN4-1	\$ 1,624.50		\$ 1,837.50		\$ 1,922.03	-
	RN4-2	\$ 1,725.00		\$ 1,938.00		\$ 2,027.15	
	RN4-3	\$ 1,824.50		\$ 2,037.50		\$ 2,131.23	\$2,621.41
	RN5-1	\$ 1,624.50		\$ 1,837.50		\$ 1,922.03	\$2,364.09
	RN5-2	\$ 1,710.50		\$ 1,923.50		\$ 2,011.98	\$2,474.74
	RN5-3	\$ 1,824.50			\$2,506.1250		\$2,621.41
	RN5-4	\$ 1,938.50		\$ 2,151.50			\$2,768.08
	RN5-5	\$ 2,128.00		\$ 2,341.00		\$ 2,448.69	\$3,011.88
747	RN5-6	\$ 2,330.00	\$213	\$ 2,543.00	\$3,127.8900	\$ 2,659.98	\$3,271.77

Classification

		Award Rate		Over Award	Sept 2021	
	Training		2021	Payment	Rates	Sept 2022 Rates
	Wage Level A- Year 10					
800	50%		\$280.00	\$100.00	\$380.0000	\$397.48
801	33%		\$330.00	\$100.00	\$430.0000	\$449.78
802	1 Years out of School		\$387.00	\$100.00	\$487.0000	\$509.40
803	2 Years out of School		\$468.00	\$100.00	\$568.0000	\$594.13
804	3 Years out of School		\$545.00	\$100.00	\$645.0000	\$674.67
805	4 Years out of School		\$633.00	\$100.00	\$733.0000	\$766.72
806	5 or more Years out of School	\$	727.00	\$100.00	\$827.0000	\$865.04
	Wage Level A- Year 11					
807	33%	\$	354.00	\$100.00	\$454.0000	\$474.88
808	25%	\$	403.00	\$100.00	\$503.0000	\$526.14
809	1 Years out of School	\$	468.00	\$100.00	\$568.0000	\$594.13
810	2 Years out of School	\$	545.00	\$100.00	\$645.0000	\$674.67
811	3 Years out of School	\$	633.00	\$100.00	\$733.0000	\$766.72
812	4 Years out of School	\$	727.00	\$100.00	\$827.0000	\$865.04
813	5 or more Years out of School					
	Wage Level A- Year 12					
814		\$	468.00	\$100.00	\$568.0000	\$594.13
815	1 Years out of School	\$	545.00	\$100.00	\$645.0000	\$674.67
816	2 Years out of School	\$	633.00	\$100.00	\$733.0000	\$766.72
817	3 Years out of School	\$	727.00	\$100.00	\$827.0000	\$865.04
	Wage Level B- Year 10					
818	50%		\$280.00	\$100.00	\$380.0000	\$397.48
819	33%		\$330.00	\$100.00	\$430.0000	\$449.78
820	1 Years out of School		\$403.00	\$100.00	\$503.0000	\$526.14
821	2 Years out of School		\$460.00	\$100.00	\$560.0000	\$585.76
822	3 Years out of School		\$530.00	\$100.00	\$630.0000	\$658.98
823	4 Years out of School		\$620.00	\$100.00	\$720.0000	\$753.12
824	5 or more Years out of School	\$	709.00	\$100.00	\$809.0000	\$846.21
	Wage Level B- Year 11					
825	33%	\$	354.00	\$100.00	\$454.0000	\$474.88
826	25%	\$	403.00	\$100.00	\$503.0000	\$526.14
827	1 Years out of School	\$	460.00	\$100.00	\$560.0000	\$585.76
828	2 Years out of School	\$	530.00	\$100.00	\$630.0000	\$658.98
829	3 Years out of School	\$	620.00	\$100.00	\$720.0000	\$753.12
830	4 Years out of School	\$	709.00	\$100.00	\$809.0000	\$846.21
831	5 or more Years out of School					
	Wage Level B- Year 12	_		4	4	4
832		\$	460.00	\$100.00	\$560.0000	\$585.76
833	1 Years out of School	\$	530.00	\$100.00	\$630.0000	\$658.98
834	2 Years out of School	\$	620.00	\$100.00	\$720.0000	\$753.12
835	3 Years out of School	\$	709.00	\$100.00	\$809.0000	\$846.21
	Wage Level C- Year 10			4	4	4
836	50%		\$280.00	\$100.00	\$380.0000	\$397.48
837	33%		\$330.00	\$100.00	\$430.0000	\$449.78
838	1 Years out of School		\$414.00	\$100.00	\$514.0000	\$537.64
839	2 Years out of School		\$471.00	\$100.00 \$100.00	\$571.0000	\$597.27
840			\$526.00			\$654.80
841	4 Years out of School	_	\$592.00	\$100.00	\$692.0000	\$723.83
842	5 or more Years out of School	\$	664.00	\$100.00	\$764.0000	\$799.14
	Wage Level C- Year 11	_	354.00	Ć400.00	£454.0000	£474.00
843	33%	\$	354.00	\$100.00		\$474.88
844	25%	\$	403.00	\$100.00		\$526.14
845	1 Years out of School	\$	471.00	\$100.00		\$597.27
846	2 Years out of School 3 Years out of School	\$	526.00 592.00	\$100.00		\$654.80
847 848	3 Years out of School 4 Years out of School	\$		\$100.00		\$723.83
	5 or more Years out of School	\$	664.00	\$100.00	\$764.0000	\$799.14
049	Wage Level C- Year 12					
850		*	474.00	£100.00	\$574 COCC	Ć507.37
851	1 Years out of School	\$	471.00	\$100.00		\$597.27
851 852	2 Years out of School	\$	526.00	\$100.00 \$100.00		\$654.80
853			592.00			\$723.83
855	3 Years out of School	\$	664.00	\$100.00	\$764.0000	\$799.14

		Building Trade Apprenticeships				
Class		% of Trade 1 Wage	Sept 2021 Adult Rate	1 Sept 2021 APP Rate	Sept 2022 Adult Rate	1 Sept 2022 APP Rate
750	Level 1	40%	\$ 1,141.00	\$ 456.4000	\$ 1,193.49	\$ 477.40
751	Level 2	55%	\$ 1,141.00	\$ 627.5500	\$ 1,193.49	\$ 656.42
752	Level 3	75%	\$ 1,141.00	\$ 855.7500	\$ 1,193.49	\$ 895.12
753	Level 4	90%	\$ 1,141.00	\$ 1,026.9000	\$ 1,193.49	\$ 1,074.14
754	Level 5	100%	\$ 1,141.00	\$ 1,141.0000	\$ 1,193.49	\$ 1,193.49
		Mechanic Trade Apprenticeships				
Class		% of C10 Wage	Sept 2021 Adult Rate	1 Sept 2021 APP Rate	Sept 2022 Adult Rate	1 Sept 2022 APP Rate
755	Level 1	40%	\$ 1,141.00	\$ 456.4000	\$ 1,193.49	\$ 477.40
756	Level 2	55%	\$ 1,141.00	\$ 627.5500	\$ 1,193.49	\$ 656.42
757	Level 3	75%	\$ 1,141.00	\$ 855.7500	\$ 1,193.49	\$ 895.12
758	Level 4	90%	\$ 1,141.00	\$ 1,026.9000	\$ 1,193.49	\$ 1,074.14
759	Level 5	100%	\$ 1,141.00	\$ 1,141.0000	\$ 1,193.49	\$ 1,193.49
	M	echanic Trade ADULT Apprenticesh	ips			
Class		% of C10 Wage	Sept 2021 Adult Rate	1 Sept 2021 APP Rate	Sept 2022 Adult Rate	1 Sept 2022 APP Rate
760	Level 1	75%	\$ 1,141.00	\$ 855.7500	\$ 1,193.49	\$ 895.12
761	Level 2	80%	\$ 1,141.00	\$ 912.8000	\$ 1,193.49	\$ 954.79
762	Level 3	84%	\$ 1,141.00	\$ 958.4400	\$ 1,193.49	\$ 1,002.53
763	Level 4	90%	\$ 1,141.00	\$ 1,026.9000	\$ 1,193.49	\$ 1,074.14
764	Level 5	100%	\$ 1,141.00	\$ 1,141.0000	\$ 1,193.49	\$ 1,193.49

Signed for and on behalf of Barcaldine Regional Council

ABN 36 154 302 599

	S Gray
	NAME Shane Gray ROLE Chief Executive Officer
	DATE: 13/12/2022
	D Young
In the presence of:	WITNESS
	PRINT NAME OF WITNESS Debra Young

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland

	S Schinnerl
	NAME Stacey Schinnerl ROLE Queensland Secretary
	DATE: 13/12/2022
In the presence of:	B Beattie
	WITNESS
	PRINT NAME OF WITNESS Breanna Beattie 13/333 Adelaide Street

BRISBANE QLD 4000

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

	N Henderson
	NAME Neil Henderson ROLE Secretary
	DATE: 15/12/2022
In the presence of:	B Jones
	WITNESS
	PRINT NAME OF WITNESS Ben Jones

Signed for and on behalf of the Construction, Forestry, Mining & Energy, Industrial Union of Employees

	J Ingham
	NAME Jade Ingham
	ROLE Assistant State Secretary
	DATE: 13/12/2022
he presence of:	E Eaves
	WITNESS
	PRINT NAME OF WITNESS Fmma Faves

Signed for and on behalf of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

	R Olsen	
	NAME Richard Olsen ROLE Branch Secretary	
	DATE: 13/12/2022	
	H Dalton-Bridges	
In the presence of:	WITNESS	
	PRINT NAME OF WITNESS	Helena Dalton-Bridges

Signed for and on behalf of the Automotive, Metals, Engineering, Printed and Kindred Industries Industrial Union of Employees Queensland

	R Webb
In the presence of:	NAME Rohan Webb ROLE QLD and NT State Secretary
	DATE:
	M Rose
	WITNESS
	PRINT NAME OF WITNESS Minami Rose
In the presence of -	